



*Empowered lives.
Resilient nations.*

REQUEST FOR PROPOSAL

Consulting Service for the Design and Construction Supervision for Two (2) Landfills
in Central Sulawesi

RFP No.: RFP/UNDP/PETRA/73058/020/2019

Project: Sulawesi /Lombok Programme for Earthquake and Tsunami Infrastructure
Reconstructive Assistance (PETRA) Project

Country: Indonesia

Issued on: 2 September 2019

Contents

SECTION 1. LETTER OF INVITATION.....	6
SECTION 2. INSTRUCTION TO BIDDERS	7
A. GENERAL PROVISIONS	7
1. Introduction.....	7
2. Fraud & Corruption, Gifts and Hospitality.....	7
3. Eligibility.....	8
4. Conflict of Interests.....	8
B. PREPARATION OF PROPOSALS	9
5. General Considerations	9
6. Cost of Preparation of Proposal.....	9
7. Language	9
8. Documents Comprising the Proposal.....	9
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9
10. Technical Proposal Format and Content	9
11. Financial Proposals.....	10
12. Proposal Security	10
13. Currencies.....	10
14. Joint Venture, Consortium or Association	11
15. Only One Proposal.....	12
16. Proposal Validity Period.....	12
17. Extension of Proposal Validity Period.....	12
18. Clarification of Proposal.....	13
19. Amendment of Proposals.....	13
20. Alternative Proposals	13
21. Pre-Bid Conference.....	13
C. SUBMISSION AND OPENING OF PROPOSALS	14
22. Submission.....	14
23. Deadline for Submission of Proposals and Late Proposals	15
24. Withdrawal, Substitution, and Modification of Proposals	15
25. Proposal Opening	16
D. EVALUATION OF PROPOSALS	16
26. Confidentiality.....	16
27. Evaluation of Proposals.....	16
28. Preliminary Examination	16
29. Evaluation of Eligibility and Qualification.....	17
30. Evaluation of Technical and Financial Proposals	17
31. Due Diligence.....	18
32. Clarification of Proposals.....	18
33. Responsiveness of Proposal	19
34. Nonconformities, Reparable Errors and Omissions.....	19
E. AWARD OF CONTRACT	20
35. Right to Accept, Reject, Any or All Proposals	20

36. Award Criteria	20
37. Debriefing.....	20
38. Right to Vary Requirements at the Time of Award.....	20
39. Contract Signature.....	20
40. Contract Type and General Terms and Conditions	20
41. Performance Security.....	20
42. Bank Guarantee for Advanced Payment.....	21
43. Liquidated Damages	21
44. Payment Provisions.....	21
45. Vendor Protest.....	21
46. Other Provisions.....	21
SECTION 3. BID DATA SHEET	22
SECTION 4. EVALUATION CRITERIA	27
SECTION 5. TERMS OF REFERENCE.....	32
SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST	59
FORM A: TECHNICAL PROPOSAL SUBMISSION FORM.....	60
FORM B: BIDDER INFORMATION FORM	62
FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM	64
FORM D: QUALIFICATION FORM.....	66
FORM E: FORMAT OF TECHNICAL PROPOSAL.....	69
FORM F: FINANCIAL PROPOSAL SUBMISSION FORM	72
FORM G: FINANCIAL PROPOSAL FORM	73
FORM H: FORM OF PROPOSAL SECURITY.....	75

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

Detailed Terms of Reference (TOR) as well as other requirements are listed in the RFP available on UNDP ATLAS e-Tendering system (<https://etendering.partneragencies.org>) **Event ID:4272**

Your offer, comprising of a Technical and Financial Proposal, should be submitted in accordance with the RFP requirements, through the UNDP ATLAS e-Tendering system and by the deadline indicated in <https://etendering.partneragencies.org>.

NOTE: The Technical Proposal and Financial Proposal files **MUST BE COMPLETELY SEPARATE** and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Technical Proposal has been found to be pass the technical evaluation stage. Once a Technical Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the Financial Proposal. **NOTE: DO NOT ENTER BID AMOUNT IN THE SYSTEM, INSTEAD ENTER THE NUMBER 1.**

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it is submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. In case of any discrepancies, the deadline indicated in the system shall prevail.

Kindly ensure that supporting documents required are signed and stamped and in the .pdf format, and free from any virus or corrupted files and the **FINANCIAL PROPOSAL IS PASSWORD PROTECTED.**

NOTE: The file name should contain only Latin characters (No Cyrillic or other alphabets.).

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking "**Accept Invitation**" but not later than **16 September 2019**. If this is not the case, UNDP would appreciate indicating your reason, for our records.

If you have not registered in the system before, you can register by logging in using:

Username: event.guest

Password: why2change

The step by step instructions for registration of bidders and quotation submission through the UNDP ATLAS e-Tendering system is available in the attached "Instructions Manual for the Bidders". Should you require any training on the UNDP ATLAS e-Tendering system or face any difficulties when registering your company or submitting your quotation, please send an email to yusef.millah@undp.org cc. martin.kurnia@undp.org

Please note that ATLAS has following minimum requirements for password:

1. Minimum length of 8 characters;

2. At least one capital letter; and
3. At least one number.

New proposer registering for the first time, the system will not accept any password that does not meet the above requirement, and thus registration cannot be completed.

For existing vendor whose current password does not meet the abovementioned password requirements, the system will prompt you to change your password upon signing in. Please change your password in accordance with the abovementioned password requirements to be able to login to the system.

The user guide and video are available to you in the UNDP public website in this link: <http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement:notices/resources/>. You can also access the instruction from youtube with link: <https://www.youtube.com/watch?v=Trv1FX6reu8&feature=youtu.be>.

You are advised to use Internet Explorer (Version 10 or above) to avoid any incompatibility issues with the re-tendering system.

No hard copy or email submissions will be accepted by UNDP.

UNDP looks forward to receiving your Proposal and appreciate your interest to participate in UNDP procurement opportunities.

Yours sincerely,



Martin Kurnia
Procurement Analyst

Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of Reference

- Annex 1. Contract for Goods and/or Services template
- Annex 2. General Terms and Conditions for Contract
- Annex 3. UN Supplier Code of Conduct
- Annex 4.1 to 4.4 Site Assessments and Master Plans for Two (2) Landfills.
- Annex 5. Environmental and Social Management Framework (ESMF)

Section 6: Returnable Bidding Forms

- Form A: Technical Proposal Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Proposal
- Form F: Financial Proposal Submission Form
- Form G: Financial Proposal Form
- Form H: Form of Proposal Security

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

You may utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:



Name: Sylvia Siska Indriani

Title: Procurement Analyst

Date: **September 2, 2019**

Approved by:



Name: Martin Kurnia

Title: Procurement Analyst

Date: **September 2, 2019**

A. GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>

3. Eligibility

- 3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
- 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

4. Conflict of Interests

- 4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
- 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.
- 4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:
 - a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.

- 4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed

	<p>as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
B. PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
8. Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> c) Documents Establishing the Eligibility and Qualifications of the Bidder; d) Technical Proposal; e) Financial Proposal; f) Proposal Security, if required by BDS; g) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p>

- 10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
- 11. Financial Proposals**
- 11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.
- 11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
- 11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.
- 12. Proposal Security**
- 12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.
- 12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.
- 12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.
- 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.
- 12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:
- b) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;
 - c) In the event that the successful Bidder fails:
 - i. to sign the Contract after UNDP has issued an award; or
- 12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
- 13. Currencies**
- 13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

14. Joint Venture, Consortium or Association

- 14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
- 14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
- 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.
- 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
- 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
 - a) Those that were undertaken together by the JV, Consortium or Association; and
 - b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
- 14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation

of their individual credentials.

- 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm

15. Only One Proposal

- 15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.
- 15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
- a) they have at least one controlling partner, director or shareholder in common; or
 - b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
 - c) they have the same legal representative for purposes of this RFP; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process;
 - e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or
 - f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.

16. Proposal Validity Period

- 16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.
- 16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.

17. Extension of Proposal Validity Period

- 17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.
- 17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
- 17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.

- 18. Clarification of Proposal**
- 18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
- 18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.
- 18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.
- 19. Amendment of Proposals**
- 19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.
- 19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.
- 20. Alternative Proposals**
- 20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.
- 20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"
- 21. Pre-Bid Conference**
- 21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.

A. SUBMISSION AND OPENING OF PROPOSALS

<p>22.Submission</p>	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
<p>Hard copy (manual) submission (Not applicable)</p>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> g) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. h) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS. <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p>
<p>Email Submission (Not applicable)</p>	<ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.

	<p>c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.</p>
eTendering submission	<p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</p> <p>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</p> <p>d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.</p> <p>c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p>
23. Deadline for Submission of Proposals and Late Proposals	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
24. Withdrawal, Substitution, and Modification of Proposals	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or</p>

	<p>"MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
B. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> i) Preliminary Examination j) Minimum Eligibility and Qualification (if pre-qualification is not done) k) Evaluation of Technical Proposals l) Evaluation of Financial Proposals
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>

29. Evaluation of Eligibility and Qualification

- 29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
- 29.2 In general terms, vendors that meet the following criteria may be considered qualified:
- a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;
 - b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,
 - c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;
 - d) They are able to comply fully with UNDP General Terms and Conditions of Contract;
 - e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and
 - f) They have a record of timely and satisfactory performance with their clients.

30. Evaluation of Technical and Financial Proposals

- 30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.
- 30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.
- 30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.

- 30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)

31. Due Diligence

- 31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:
- a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;
 - b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
 - c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
 - d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;
 - e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;
 - f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

32. Clarification of Proposals

- 32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.
- 32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.

- 32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.
- 33. Responsiveness of Proposal**
- 33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.
- 33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 34. Nonconformities, Reparable Errors and Omissions**
- 34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.
- 34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.
- 34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:
- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

C. AWARD OF CONTRACT

35.Right to Accept, Reject, Any or All Proposals	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36.Award Criteria	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37.Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38.Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39.Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40.Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41.Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.

42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference and Pre-site visit	<p>Pre-Proposal conference will be Conducted Time: 02:00 PM GMT+7 Date: September 12, 2019 2:00 PM Venue: Aceh Meeting Room, 7th Floor Menara Thamrin Building, Jl. MH Thamrin Kav. 3, Jakarta 10250</p> <p>The UNDP focal point for the arrangement are: Sylvia Siska Indriani/Martin Kurnia E-mail: sylvia.indriani@undp.org cc: martin.kurnia@undp.org</p> <p>-----O-----</p> <p>The UNDP focal point for site visits are: Budhi Ulaen/Faisal Ridwan E-mail: faisal.ridwan@undp.org cc: budhi.ulaen@undp.org</p> <p>Site inspections will be allowed. Potential Proposers can visit the sites on September 16, 2019, from 9AM to 3PM. Potential proposers must contact the abovementioned focal</p>

person for site visits at least two (2) days in advance. During the site inspections, the potential proposers are refrained from asking questions regarding the bidding process. All queries, both technical and administrative, will be responded to during the pre-proposal conference.

Minutes of the pre-proposal conference will be disseminated to all potential proposers, regardless of bidders attending the site inspection and pre-proposal conference. The minute will be posted at <https://etendering.partneragencies.org>

5	16	Proposal Validity Period	120 days
6	12	Bid Security	<p>Required in the amount of USD 17,000</p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> ▪ Bank Guarantee (See Form H for template) ▪ Any Bank-issued Check / Cashier's Check / Certified Check (manager's cheque) <p>A scanned copy of this document must be attached with your proposal in the system and the original must be sent by mail and shipment tracking number must be provided.</p>
7	42	Advanced Payment upon signing of contract	<p><u>Allowed up to a maximum of 20% of contract value</u></p> <p>If an advance payment is USD 30,000 and above, the Proposer shall submit a Bank Guarantee in the full amount of the advance payment.</p>
8	43	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of contract price per day of delay: 0.1%</p> <p><i>Max. number of days of delay 100 calendar days, after which UNDP may terminate the contract.</i></p> <p>The contractor is expected to submit the designs to UNDP within 135 calendar days after signing of contract. UNDP will accept a maximum delay of 15 calendar days, then liquidated damage will take effect.</p>
9	41	Performance Security	Required 10% of the total contract value

A performance security should be denominated in the currency of the contract and shall only be in one of the following forms:

- i. Bank Guarantee issued by a reputable Bank
- ii. Any Bank-issued Check / Cashier's Check / Certified Check (manager's cheque)
- iii. Percentage of total payment held as retention money until final certification of acceptance of all contract outputs/deliverables. The term "acceptance" shall not be equated with "mere receiving" of outputs/deliverables.

10	13	Currency of Proposal	US Dollar for international consultant; Indonesian Rupiah for local consultant
11	18	Deadline for submitting requests for clarifications/questions	5 working days before the submission deadline
12	32	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Sylvia Siska Indriani/Martin Kurnia Address: Menara Thamrin 7th Fl. Jl. MH Thamrin Kav. 3 Jakarta 10250, Indonesia E-mail address: sylvia.indriani@undp.org cc. martin.kurnia@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email, eTendering, and Posting on the website
14	23	Deadline for Submission	The deadline as indicated in the e-tendering system
14	22	Allowable Manner of Submitting Proposals	<input type="checkbox"/> Courier/Hand Delivery <input type="checkbox"/> Submission by email <input checked="" type="checkbox"/> e-Tendering

15	22	Proposal Submission Address	https://etendering.partneragencies.org Event ID: 4272
16	22	Electronic submission (eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for technical proposal <u>must</u> not be provided to UNDP until the date as indicated in No. 14 <i>Not applicable</i> ▪ Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP ▪ Max. File Size per transmission: <i>Not applicable</i> ▪ Documents which are required in original (e.g. Bid/Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: Menara Thamrin 7th Fl. Jl. MH Thamrin Kav. 3 Jakarta 10250, Indonesia Attn. Yusef Millah/Martin Kurnia
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p>
18		Expected date for commencement of Contract	<i>November 1, 2019</i>
19		Maximum expected duration of contract	<i>30 Months</i>
20	35	UNDP will award the contract to:	One Proposer Only
21	40	Type of Contract	Purchase Order and Contract for Services for UNDP
22	40	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Professional Services</p> <p>Please see Annex 1 for the Contract for Goods and/or Services template, Annex 2 for the General Terms and Conditions for Contract, and Annex 3 for UN Supplier Code of Conduct.</p>

Contract effectiveness is linked below mentioned conditions:

- Upon receipt of valid Performance Security; and
- Upon contract signing from both parties.

Note:

While entering the financial proposal in the e-Tendering system, always mention your bid price as 1. Please do not mention the value of your financial proposal in the e-Tendering system. It should only be mentioned in the Password-protected forms on Financial Proposal Submission Form (Form F) and Financial Proposal Form (Form G). The proposals of the companies who will reveal the value of their financial proposal in the eTendering system will automatically be disqualified.

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with RFP clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form

QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 10 years of relevant experience in engineering design, construction supervision preferable in public infrastructure development, restoration and rehabilitation, particularly for waste management, landfill and similar related infrastructures <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Minimum 5 contracts of similar value, nature and complexity implemented over the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD1,000,000 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan	400
3.	Management Structure and Key Personnel	300
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	<p>Reputation of Organization and Staff Credibility / Reliability / Industry Standing</p> <ul style="list-style-type: none"> - 10 years of experience in civil works planning, design, construction supervision & contract administration/ management – 30 points - minimum 8 years of experience in landfill or relevant waste management infrastructure works planning, design, construction supervision & contract administration/ management – 20 points. 2 points per each additional year, up to maximum of 30 points - firm's past performance in producing consistently good outcomes – 30 points (evidenced three satisfactory performance certificates, each 10 points) 	90
1.2	<p>Visible organizational capabilities which are likely to enhance or impede implementation:</p> <ul style="list-style-type: none"> - management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted – 20 points - operational history, minimum 10 years – 15 points. 1 point per each additional year, up to maximum of 20 points. -strength of project management support, in terms of in-country resources allocated to this Project – 20 points 	60
1.3	<p>Quality of specialized knowledge and experience on similar engagements completed predominantly in outlying South East Asia areas, particularly Indonesia</p> <ul style="list-style-type: none"> - 10 years' experience in providing multidisciplinary consulting engineering services – 50 points (no additional points will be given for experience beyond 10 years) - verifiable abilities to comprehend, interpret, and apply GoI National and Local Government decrees, regulations, ordinances, standard technical standards drawings: 50 points 	120

	- 5 years of experience in post disaster recovery & reconstruction for developing country contexts 15 points. 1 point per each additional year, up to maximum of 20 points	
1.4	Organizational Commitment to Sustainability -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points -Organization demonstrates significant commitment to sustainability through some other means-, for example public diplomacy policy, internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues 10 points	30
Total Section 1		300

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Understanding of the requirement: - Have the important aspects of the task been addressed in sufficient detail? 40 points - Are the different components of the project adequately weighted relative to one another? 30 points - Is there a clear understanding of Indonesian construction regulations and standards? 30 points	100
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	120
2.3	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement, with particular emphasis to the PETRA's Environmental and Social Management Framework	80
2.4	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic and effectively implement sustainability measures in the execution of the contract	100
Total Section 2		400

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?	50

3.2	Qualifications of key personnel proposed		
3.2 a	Team Leader – Waste management Specialist		100
	- General Experience – at least 15 years managing design and supervision teams	10	
	- Specific Experience relevant to the assignment – at least 7 years experience in designing, supervision or construction of landfills – 25 points. 5 points per each additional year, up to maximum of 40 points	40	
	- At least 5 years Regional/International experience – 10 points. Additional 10 points for at least 5 years experience in Indonesia	20	
	- English and Bahasa Indonesia – preferably management level fluency	10	
	- Undergraduate degree in Civil Engineering, Environmental Engineering, Architecture or relevant field	20	
3.2 b	Chief Design Engineer & Landfill/Geotechnical Engineer		80
	- General Experience – at least 12 years experience in general construction design	20	
	- Specific Experience relevant to the assignment – at least 6 years experience in Landfill design – 20 points. 5 points for each 2 years up to maximum 30 points	30	
	- At least 3 years Regional/International experience – 5 points. Additional 5 points for at least 3 years experience in Indonesia	10	
	- English/Bahasa Indonesia – preferably management level fluency; able to accurately interpret International and National regulations, standards & drawings	10	
	Undergraduate degree in Civil Engineering, Environmental Engineering, Architecture or relevant field	10	
3.2 c	Chief Supervision Engineer/Quality Assurance Specialist		70
	- General Experience – at least 12 years general construction supervision experience	10	
	- Specific Experience relevant to the assignment – at least 8 years experience in Landfill supervision or similar nature of services – 20 points. 5 points for each 2 years up to maximum 30 points	30	
	- At least 3 years Regional/International experience – 5 points. Additional 5 points for at least 3 years experience in Indonesia	10	
	- English/Bahasa Indonesia – preferably supervisory level fluency; able to communicate simply & clearly for the jobsite context with contractor teams	10	
	Undergraduate degree in Civil Engineering, Environmental Engineering, Architecture or relevant field	10	
Total Section 3			300

DESIGN & CONSTRUCTION SUPERVISION DESIGN & CONSTRUCTION SUPERVISION

LANDFILLS IN CENTRAL SULAWESI.

The Consultant shall be required to provide design and construction supervision services for two (2) landfills in Central Sulawesi :

- ***Kawatuna Landfill, Kota Palu***
- ***Kabonga Landfill, Kabupaten Donggala***

I. PROJECT DESCRIPTION

A. Rationale / background and the project objectives

Background.

In 2018 Indonesia was struck by two particularly severe natural disasters: a 7.0 magnitude earthquake in West Nusa Tenggara (NTB) on 5 August and, less than 8 weeks later - on 28th September - a 7.4 magnitude earthquake, followed by a tsunami and a rare phenomenon known as 'soil liquefaction', in Central Sulawesi.

In Central Sulawesi, over 2,096 people are known to have died as a result of the disaster, with more than 4,438 people seriously injured and 1,373 people missing. 68,451 houses are estimated to have been directly damaged and over 173,522 people are displaced. Affected public service infrastructure includes 176 health facilities (among which two hospitals, in Palu and Parigi Moutong, have been severely impacted) and 1509 education buildings (ranging from elementary schools to universities). Local economic infrastructure has not been immune to damage: 13 market places and 9718 ha of agricultural land have been adversely impacted— with extensive losses being reported in other sectors, such as fisheries and public administration.

The programmatic response. Beyond the immediate humanitarian and relief assistance, UNDP has initiated engagements with national and local governments and international partners in support of Central Sulawesi and NTB's recovery efforts. **The Sulawesi / Lombok Programme for Earthquake and Tsunami Infrastructure Reconstruction Assistance ('PETRA'** in short) has been designed to contribute to such transition: from the immediate response to *longer-term recovery*.

The ultimate goal of PETRA is to contribute to the rehabilitation and reconstruction of key infrastructure to support the resilient recovery of disaster-affected communities in both provinces.

It addresses the need to accelerate the restoration of critical public services (such as health and education), improve economic livelihood opportunities for affected communities, while, at the same time, enhancing resilience to future shocks in both provinces. It will be guided and informed by the post-disaster needs assessments and will be fully aligned with relevant national and sub-national recovery plans.

PETRA will deliver two outputs, namely:

(a) rehabilitation and reconstruction of partially and fully damaged infrastructure for critical public services; and

(b) rehabilitation of affected communities' economic infrastructure to promote more resilient and sustainable livelihoods

Lessons learned and knowledge generated by the Project will also be leveraged to inform wider efforts – in other provinces and/or at national level.

PETRA-supported investments will be delivered through coordinated, inclusive and well-informed (national and sub-national) decision-making processes, with due attention to *vulnerable populations* and the need to promote *gender-sensitive development*.

'Build back better' principles will be reflected throughout the initiative, with a view to enhance the safety, resilience and energy-efficiency of the local infrastructure.

Accessibility considerations (to enable and facilitate physical access to persons with disabilities) will also inform the design of infrastructure rehabilitation or reconstruction projects.

Best practice in *social and environmental standards* will also be adopted by the Project.

PETRA's objectives are aligned with the Sustainable Development Goals (SDGs) as well as with the Sendai Framework for Disaster Risk Reduction. Very importantly, **the project will be guided and informed by nationally-led and locally driven recovery efforts, with a view to ensure full national and local ownership and sustainability.**

B. Context of the required services

The required services are critical to the timely restoration of two hospitals in Central Sulawesi.

Equally critical are the initiatives and strategies which will enable "build back better" outcomes from empathetic facilities restoration which are both durably climate change resilient and structurally reliable, free from the destructive effects of poor design, careless materials specification and negligent quality control over construction materials acceptance and site workmanship.

Highly important are solid and thorough engagement with National, Provincial, District and Village authorities to ensure agreement with all aspects. **In all encounters the Consultant will be expected to behave with respect and sympathy to disaster survivors and to the memories of those unfortunately lost.**

C. Community, cultural & environmental considerations

The affected communities are considerably remote from Indonesia's national capital.

It must also be aware of community and political sensitivities, biases and practices toward religious practices, child labor, LGBT, women's role as breadwinners in infrastructure labor intensive works and drivers of family survival initiatives

II. SCOPE OF SERVICES AND EXPECTED OUTPUTS

D. Project Description and Scope of Services - Municipal Solid Waste Infrastructure Rehabilitation and Extension

Municipal Solid Waste Management (MSW) services in Palu were initially disrupted by the earthquake and tsunami. Collection of waste was suspended, and heavy equipment diverted to support emergency response activities. By December 2018, normal collection services had resumed with additional support from NGOs providing heavy equipment and waste collection, in particular for internally displaced persons (IDP) camps.

MSW is sent to three separate landfills in Palu, Sigi and Donggala; All of which are operated as little more than open dumps, were damaged by the earthquake, and require significant investment to be upgraded to meet Indonesian (UU18-2008) and international sanitary landfill standards.

1. Palu – Kawatuna

Kawatuna, the Palu city Landfill (TPA), is located in the Kawatuna Sub-District, Mantikulore District (0 ° 54'27.38 "S and 119 ° 56'13.80" E). The landfill site has a current total land area of 25 ha. However, land ownership status, which is under the Regional Government of Palu City, has only been certified for 5 hectares of the current site.

The site consists of three zones; an existing operational zone 1.2ha, Zone 2 = 1.2ha, and one closed Zone 1.5ha near the entrance. The cells have compacted earth bunds and partial HDPE liners. The site has a leachate treatment plant (LTP) consisting of a series of passive concrete lined ponds. The leachate treatment system shows signs of damage from the earthquake including cracking and collapse of baffles. There does not appear to be a working leachate collection and transfer system between the cells and the LTP, there are indications that the main leachate transfer pipe between the landfill cells and the LTP has been ruptured by the earthquake. Dinas staff report that the site has been subject to a full detailed engineering design (DED) in the past, but no compliant environmental impact assessment (AMDAL) has been done. The site is currently managed as little more than an open dump. There is little available, operational heavy equipment and no daily/intermediate cover. There are waste pickers operating at the landfill collecting plastic, metal, paper and cardboard, although reportedly for very low prices.

The landfill site will require extensive rehabilitation and extension. The scope of works will include, but not necessarily limited to:

- Review of existing documents and, if necessary, develop/supplement/upgrade of full environmental and social impact assessments to meet both national (AMDAL) and international (ESIA) standards;
- Preparation of pre-feasibility and feasibility studies in compliance with national regulations and international (UNDP) standards;
- Preparation of the Detailed Engineering Design (DED) for the proposed infrastructure works including, but not limited to:

Description	Dimension
- Reconstruction of Leachate Treatment Plant	- LTP = 2,000 m ²
- Rehabilitation of Cell 2 Leachate Collection System	- LCS Cell 2 = 4,500 m ²
- Reshaping, capping & closure of cell 2	- Area of Cell 2 = 12,000 m ²
- Design of Cell 3 + Leachate Collection System	- Cell 3 = 13,000 m ²
- Landfill Gas Collection system	- LGC = 12 units
- Site Drainage	- Drainage = 700 m
- Internal Access Roads	- Roads = 1,100 m
- Perimeter Fence and Buffer Zone	- Fence = 1,250 m
- Operational Office	- PO Office = 128 m ²
- Mechanical Workshop	- MW = 96 m ²
- Security Post	- SP = 24 m ²
- Material Recovery Facility	- MRF = 200 m ²
- Weigh Station	- WS = 50m ²

- Specification of heavy equipment requirements for site operation and maintenance;
- Preparation of full CAPEX and OPEX requirements; and
- Preparation of tender documents to meet UNDP Invitation to Bid (ITB) standards.

2. Donggala – Kabonga

The landfill for Donggala Regency is located in Kabonga Sub-District, Banawa District, with a current total land area of 5 ha. The landfill is operated as an open dump at present, although the local authorities aim to upgrade it to meet controlled landfilling standards. The available budget for operation, maintenance and extension is limited.

Land ownership status is under the Local Government of Donggala Regency. Land certificates are available for 2.33 ha at present with a further 2.67 ha still in process.

The Kabonga landfill also has the previous detailed engineering design (DED) but no reported environmental impact assessment (either AMDAL or ESIA) has been developed.

The current reported level of solid waste collection service is 46% from 13 villages across Banawa Subdistrict; however, no figure for the quantity is available. There is still space available for future waste disposal in the current site, however, the landfill and associated infrastructure will require extensive rehabilitation and extension to meet national / international sanitary landfilling standards and future projected waste disposal requirements. The scope of works will include:

- Review of existing documents and, if necessary, develop/supplement/upgrade of full environmental and social impact assessments to meet both national (AMDAL) and international (ESIA) standards;
- Preparation of pre-feasibility and feasibility studies in compliance with national regulations and international (UNDP) standards;
- Preparation of the Detailed Engineering Design (DED) for the proposed infrastructure works including, but not limited to:

Description	Dimension
- Rehabilitation of Leachate Collection System	- LCS = 3,500 m ²
- Reshaping, capping & closure of existing cell	- Area of Cell 2 = 3,600 m ²
- Design of Cell 2 + Leachate Collection System	- Cell 2 = 10,000 m ²
- Landfill Gas Collection system	- LGC = 8 units
- Site Drainage	- Drainage = 350 m
- Internal Access Roads	- Roads = 400 m
- Perimeter Fence and Buffer Zone	- Fence = 700 m
- Material Recovery Facility	- MRF = 200 m ²

- Specification of heavy equipment requirements for site operation and maintenance;
- Preparation of full CAPEX and OPEX requirements; and
- Preparation of tender documents to meet UNDP Invitation to Bid (ITB).

E. Scope of Services

The purpose of this project will be to provide consulting services to review both sites (Kawatuna and Donggala) and prepare concept (including options), preliminary and detailed engineering design(s), tender document preparation and procurement support, and construction supervision, training and commissioning.

The preceding description and following outline of the scope of work constitutes a guideline only. It is up to the consultant to critically review this scope and the specific requirements of each city/regency and then organize their strategy and approach to the necessary investigations, analyses, designs, etc. to deliver the required results. Therefore, the duties of the consultant during the assignment shall comprise, but not be limited to the following services and activities.

1. Stage 1 – Pre – Feasibility Study – Fact Finding, Analysis & Concept Development:

1.1 Technical Assessment

The pre-feasibility studies are required to ensure that a comprehensive review and analysis of all available documentation and information is conducted and a detailed baseline of the project sites are prepared to provide a clear identification of missing information, the various risks and a detailed programme for proceeding with the follow-on studies, designs, tenders and development.

The results of this stage have to be presented concisely, in an Interim report (field investigation, inventory, technical, social, environmental and institutional assessment, problem analysis, options assessment, proposals, preliminary costing for CAPEX and OPEX, etc.) with analyses, charts, annexes and drawings. Due attention should be given to participation of, and cooperation with project stakeholders. The report shall be submitted not later than 1.0 months after the start of the work. It constitutes the basis for Stage 2 of the consulting services. The pre-feasibility studies shall include, but not be limited to the following (with details to be provided by the tenderer):

- Review and summary of the applicable legal and regulatory policy of the Indonesian Government, both at national and regional level, in the solid waste and related sectors;
- Collection and evaluation of existing baseline information including but not limited to: land availability, feasibility studies, preliminary/detailed engineering designs, waste arisings

studies, institutional and operational budgets and arrangements, compliance with national regulations/international best practice, relevance to current situation and conditions, etc.;

- Inventory and review of current waste management systems and practices, including heavy equipment (HE), transfer systems, 3R, final treatment and / or disposal and management systems. Waste volume generated compared to volume collected, maintenance workshops, composting, recycling, evaluation of community-based solid waste management initiatives, other treatment etc.;
- Environmental review of existing environmental impact assessments and environmental monitoring and management plans and reporting;
- Social and Economic Assessments to be conducted in conjunction with technical, financial and environmental investigations in the target project areas. The investigations shall be based on available documents, studies or information which allow for conclusions and recommendations on project-related aspects. Limited social site surveys will be undertaken to supplement and ground-truth existing information;
- Institutional Assessment to understand how current institutional arrangements impact performance in the two projects, to identify possible means of and opportunities for institutional development that will improve sector services and to define next steps in planning; and
- Financial Assessment (CAPEX & OPEX) to understand the current and projected costs associated with the sector, how costs are recovered at present and what may be done to improve financing in the future.

All the findings, analysis, conclusions and recommendations will be presented in an interim pre-feasibility report, which will be submitted to UNDP in advance before submission to LG project counterparts and relevant stakeholders.

2. Stage 2 – Feasibility Studies for the Project Sites

2.1 General

A detailed Feasibility Study will be prepared for each site compliant with Indonesian regulation. The feasibility study reports shall be submitted not later than 2 months after mobilisation. As the sites are existing landfills that need to be rehabilitated post earthquake, the consultant will need to consult the Government of Indonesia as to the level of information required to undertake the feasibility study. UNDP will facilitate the discussions with the Government of Indonesia. The feasibility study will inform the DED process.

2.2 Technical Aspects

The Feasibility Studies will provide further detail through additional investigations, surveys and analysis so that all necessary aspects required to proceed with the Detailed Engineering Design are covered.

- a) Preparation of a Preliminary Design including cost estimates (CAPEX, OPEX), implementation plans, institutional structure (including capacities required, roles / responsibilities, etc.).

- b) For the different solid waste management phases (collection, transfer, treatment and disposal) extension, assessment, adequate investigation and surveys (feasibility study level) and feasible proposals for the integration of existing systems with new systems to reach the GOI / solid waste law targets, including but not limited to extending, upgrading and rehabilitating existing sites, including: management of existing wastes; new waste disposal areas; adequate storm water drainage and erosion/sediment control; and leachate collection / treatment; buffer zones; infrastructure; fencing, etc., 3R approaches for reuse, recycle, and recovery, composting, facilities for waste pickers, closure of inactive landfill areas, etc. The 3R approach should be incorporated in the design and infrastructure works to minimize waste generation rates at the household level and local markets, and subsequently lowering collection, transfer and disposal costs, and extending the life of the landfills. The expectation from the inclusion of the 3R is to further strengthen and increase coverage of this approach in participating municipalities.
- c) Adequate preliminary surveys (feasibility study level) related to required new components of solid waste management (land rights, ownership, affected parties, need for expropriation and/or relocation, topography, soil conditions, ground water and surface water conditions, availability of construction material of existing and potential new landfill sites; access to existing and proposed landfill site).
- d) Evaluation of the installation of methane capture and waste to energy systems for upgraded and new landfills if technically and economically feasible.

2.3 Sustainable Operational Arrangements

The sustainability of the proposed measures essentially depends on an efficient and professional operation, which can be ensured through a suitable institutional set-up and adequate support and training.

- a) Assessment of community, NGO, private sector interventions. Definition of the volume and degree of the involvement of the private sector, if possible.
- b) Detailed evaluation of the possible implementing and operating institutions and assessment of the need for training, capacity building and support during implementation and operation.
- c) Development of a final concept for operation and maintenance (O&M) and identification of necessary logistics; offices, workshops, tools, vehicles, information management systems, other equipment, spare parts etc.
- d) Institutional and operational setup for the proposed measures with preference to using existing structures/institutions after re-organisation, upgrading and training.
- e) Definition of organizational structures for administration, technical and financial management and O&M; functions and staffing profile of the institutions, their managerial capacities; remuneration policy and incentive systems.
- f) Outline of awareness campaigns for the improved SWM and promotion of 3R.
- g) Interaction with other development organizations and with national or international organizations, which can play a role in the strengthening of the institutions, for enhancing the impacts and the sustainability of the Project measures
- h) Identification of possible bottlenecks obstructing an efficient operation of the proposed measures.

2.4 Capacity Building Plan

Based on the findings of the Pre-FS, hold discussions with the both key operational and management staff to identify key capacity issues and obtain views on capacity-building needs. Develop strategies and concepts for the substance of and process for design of action plans for capacity building during project implementation.

The Capacity Building Plan will be developed as part of the FS. The Capacity Building Plan should include but not be limited to; i) re-organization of institutions and training programs; ii) Recommendation of the priority of key interventions that should be included in the Project, and estimated costs; iii) Recommendation interventions to address gender imbalances, and interventions to support other vulnerable groups, which will result in poverty reduction and social inclusion strategy under the project.

2.5 Financial Analysis

After the compilation of all necessary information, the preparation of the pre-design and the definition of all other aspects necessary for implementation and operation, the financial (and economic) aspects of the Project measures and the future operation and maintenance as well as the revenue and financing shall be analyzed.

- a) Estimate of cost of the proposed measures, implementation, and suitable price contingencies.
- b) Estimate of variable and fixed operation costs (staff, energy, consumables) and maintenance costs.
- c) Evaluation of the revenues and the application of tariff systems, if any.
- d) Evaluation of the willingness and ability to pay.
- e) Definition of suitable tariff systems with view to achieve recovery of O&M costs in a phased / gradual approach taking into consideration affordability of the different population categories, and a maximum of financing costs.
- d) Financial analysis (dynamic prime cost for a period of 20 years at an agreed discount rate, cash flow for a period of 10 years) based on some likely scenarios of development, revenues, costs and tariff systems;
- e) Clearly estimate need for subsidies and strategy for reduction of subsidies and increase of cost recovery rate; suitable tariff adjustment concept taking into account ability to pay and possible cross subsidization.
- f) Financing Plan for the proposed Project measures (World Bank loan, GOI contribution, and equity of the cities in cash and in kind, other funding sources).
- g) Based on past and projected financial statements, compute relevant financial indicators, including, but not limited to, debt service coverage ratios, and operating ratios. Compute for each subproject and the overall project financial internal rates of return (FIRR), and weighted average cost of capital (WACC).

2.6 Economic Analysis

Conduct comprehensive economic analyses for both sub-projects, using relevant international guidelines; i) Calculate the economic internal rates of return (EIRRs); ii) Analyze the impact of the sub-projects on poverty reduction; iii) Review in detail the distribution of project benefits, net economic benefits, and poverty impact.

3. Stage 3 – Environmental Impact Assessments (AMDAL & ESIA)

Each sub-project will include a detailed review of existing documents and, if necessary, develop/supplement/upgrade of full environmental and social impact assessments to meet both national (AMDAL) and international (ESIA) standards. The Design consultant **must** develop a detailed Environmental Management Plan based on the PETRA Environmental and Social Management Framework (ESMF) (Annex 5). The national and local government project counterparts have informed UNDP that there are **no** compliant national AMDAL documents either approved or in process for both sites. This will require intensive works ensure that they are complete and up-to-date. Any omissions or non-compliance identified will need to be addressed by the consultant.

In the event that the Indonesian standard EIAs (AMDAL) are incomplete or non-compliant, the Consultant is to review the available documentation and make recommendations to upgrade and/or complete the studies to meet Indonesian national requirements. The work will be organised through the local government project counterparts.

Neither site has reported having an international standard ESHIA to meet WB/IFC-PS and UNDP requirements. The consultant will be required to complete full ESHIAs for both sites.

Due to the size and nature of the sub-projects, there is potential for environmental and social impacts, equivalent to national/international 'Category A' classification which will require both an Indonesian *Analisis Mengenai Dampak Lingkungan* (AMDAL), and an International Environmental and Social Impact Assessment (ESIA). The potential scope of works for the EIAs will be as follows:

- Prepare Project Descriptions, public consultations, and scoping to develop the terms of reference and execution plans for the environmental impact assessment activities that will support project permitting and meet relevant sustainability policies and commitments. Undertake environmental and social baseline studies and impact analysis within a timeframe which enables the necessary approval/permit applications to be submitted to the appropriate authorities.
- The main documents required for each sub-project shall be an approved AMDAL and ESIA. The International ESIA must conform to IFC's Performance Standards considering specific IFC guidelines applicable to solid waste management. The AMDAL's environmental and social standards must be in accordance with both Indonesian AMDAL regulations and IFC's Performance Standards of which the most stringent shall apply.
- In a timely manner, define and request inputs (information, data, etc.) required from the stakeholders and local government counterparts to support the preparation of the AMDALs and ESIAs.
- Conduct AMDAL reviews and ESIA studies simultaneously to minimise the project timeframe and to maximise synergies and efficiencies.
- Prepare materials and programming for consultation with communities.

- Identify and produce evidence-based, quality reports appropriate for public dissemination in both English and Bahasa Indonesia.
- Provide detailed guidance (ToR) for the local government counterparts to procure services and oversee the completion of the national standard AMDALs and to obtain an Environmental Permit (*Izin Lingkungan*) for the sub-projects.
- Support UNDP with ongoing engagement and advice in dealings with Indonesian Government regulators, NGOs, community groups and other stakeholders, as required.

4. Stage 4 – Detailed Engineering Design (DED)

4.1 Site Investigations

The Pre-FS, FS baseline and gap analysis will identify the requirements for the site investigations; however, it is to be assumed that significant previous site information is not available and full scope site investigations will be required for topographic surveys, and geotechnical surveys to determine slope stability, erosion potential, suitability of construction materials, etc.

The Consultant is to specify in their technical proposal all required site investigation studies for completion of the studies and include sufficient financial provisions. UNDP will not be responsible for any additional costs incurred due to failure of the Consultant to provide for adequate investigations for completion of the detailed designs. Investigation works will include:

- Extension of topographic surveys (as necessary) for the entire landfill site areas and access roads – clearing lines of sight (minimal) for survey to elaborate contours to 50cm or as appropriate for detailed designs (Consultant to specify if different) and maps in different scales;
- Geological and Geotechnical site surveys (geological mapping of lithological strata and their characterization), geotechnical (availability of mineral layer, cover material and site geotechnical condition – permeability, fluidity, plasticity, soil/ sediment/ bedrock etc. descriptions and characteristics), hydro-geological (piezometer implementation/ borings, definition of flow directions/ speeds, position of the groundwater table(s), surface water and potential environmental impact on surface and ground water quality) etc. expected to include boreholes and trial pits. In the event of a design option utilizing compacted earth bunds, clay liners, earth capping and intermediate cover, etc., investigations of potential borrow areas should also be included.
- Deliverables shall comprise a Site Investigation Works Report for each landfill, incorporating all results, reviews and analysis.

4.2 Design Development

From the Pre-FS/FS, site investigations, technical analysis, and discussions with MoPU and local government authorities, develop the preferred option for each of the two sub-project sites, including extension and upgrading to meet national and international sanitary landfill standards. Including layouts, design rationale, proposed technology and materials, refined cost estimates, zoning, sequencing and operation plans. The final concept options will be presented to UNDP, Cipta

Karya, and LGs for review and approval. Once approved the concepts will form the basis for the Detailed Engineering Designs.

4.3 Detailed Engineering Design

The DED components will comprise, but not be limited to:

- Existing waste mass reshaping, capping & cell closure
- Gas well retrofitting, collection and flaring
- New landfill cell(s)
- Leachate collection and treatment system
- Landfill gas collection, transmission and treatment/use
- Site drainage
- Internal access roads
- Phased sequential development and operations plans
- Capping and closure systems
- Site perimeter fence and buffer zone
- Buildings (office, HE mechanical workshop, guard post)
- Weighbridge
- Material Recovery Facilities (MRF) (on-site)
- Heavy Equipment Specifications
- Operations and Maintenance Manual development

The DEDs shall be of a high enough definition and standard as to be included directly into a construction tender package, and conform to UNDP, GoI standards and international best practice.

The DED shall include exact dimensions and details of the component structures including detailed descriptions, materials, earthworks calculations (cut/fill balance), quantities, specifications, drawings will include plan views, cross-sections and elevations, etc.

The DED shall include overall site and location plans, showing clear zoning for cells, drainage and leachate management, roads, equipment storage, washing, maintenance and parking, material recovery facilities (sorting stations), soil stockpiles (for daily / final cover), site boundaries including fencing and buffer zones, location of weigh bridge(s), offices, heavy equipment workshops, etc.

The DED packages shall include construction plans including construction methods, operating principles, structural conditions (in consideration of topographic/geotechnical conditions), also illustrate zoning arrangements and plans for how each landfill facility will be kept open and safely functioning during rehabilitation and re-engineering works.

The DEDs will incorporate environment, health and safety features and recommendations from the AMDAL/ESIA studies necessary to comply with national and international standards. Measures will include, catch-fences / barriers to prevent wind-borne waste, dust and erosion control measures such as sealed internal access roads and drainage, barriers and signage, and landscaping and buffer zone(s).

The Detailed Engineering Designs shall include sufficient information in the form of technical specifications and drawings to enable a competent, qualified national or international contractor to complete the works to the required standard. The designs and drawings shall be signed off by an engineer of the consulting firm, specializing in civil engineering, with qualifications in his/her country of work, equivalent to a Member of the Institute of Civil Engineers (M.I.C.E. (UK)) and conform to Indonesian regulatory requirements. The landfill design reports shall detail the final

design with dimensions of all engineered elements, material specifications, costs and planning of construction phases etc. and will include but not necessarily be limited to:

- a) background information to the Landfill Design, inclusive of a description of the site and a brief summary of the landfill siting options (within the overall site);
- b) a description of the site formations necessary to develop the site, inclusive of a summary of the earthworks (excavation and fill) volumes; the landfill phasing which dictates the construction and operation sequence; and a summary of an assessment of the stability of the slopes on the site;
- c) the various components/systems comprising the landfill, including: the groundwater management system; the landfill lining system; the leachate collection system; and the protective soil/select waste layer;
- d) the details of the necessary infrastructure to develop the site, inclusive of: the Waste Reception Facility (inc. weighbridge if necessary), the Leachate Treatment Facilities sorting/composting facility (as applicable), administration buildings, workshop and the site access road;
- e) details of the leachate management system, inclusive of: the estimation of leachate generation volumes and quality (and variation over the life of the landfill); leachate collection and removal; leachate storage; and leachate treatment;
- f) details of the landfill gas management system, inclusive of: the estimation of landfill gas generation; the landfill gas collection system; landfill gas venting system;
- g) details of the landfill capping and closure system, including slope stability and an estimation of the settlement of the waste;
- h) details of the surface water management systems within the waste placement areas, across the final cover and around the perimeter;
- i) details of the sequential development, operation and closure of the landfill;
- j) details of the estimate of capital and operations costs (CAPEX/OPEX); and
- k) A detailed feasible construction work schedule/ programme.

Where equipment or materials are specified in the design, they shall be of a generic nature so as to be able to meet WB/UNDP procurement guidelines and not force the ultimate construction contractor(s) to have to source materials from any specific country or supplier. However, the specifications for equipment and materials shall be in sufficient detail so as to ensure that the design criteria and design intent will be met and can be demonstrated to be so.

UNDP may engage an independent engineer to conduct an independent proof check of the designs. If the proof checking reveals errors that would make the structures unsafe or not functional or if it reveals an over conservative design that, in the opinion of the proof engineer, is not cost effective, the firm shall rework its calculations to provide mutually satisfactory outcomes. There will be no extra remuneration allowed to the firm for any rework.

4.4 Tender Documents

The activity will include preparation of Tender packages to meet UNDP (ITB) standards. The tender packages shall include detailed Bills of Quantities (BoQ), Technical Specifications (inclusive of compliance testing, commissioning and training responsibilities during an initial operational period), General and Special conditions of contract, CQA plan, conditions of bid/tender and all necessary bid/tender documentation to a standard appropriate for National Competitive Bidding using national bidding documents that meet/comply with the ITB procurement guidelines, or for International Competitive Bidding using ITB standard bidding documents, all in final draft form. Standards and levels of service will be prepared in accordance with appropriate national and/or international standards and best practice. Four volumes will be required for each bid/tender package comprising the Invitation for Bids, Specifications, Drawings and Bills of Quantities.

4.5 Operation and Maintenance (O&M) Manuals

The O&M manuals will detail sanitary landfill management procedures in compliance with Indonesian laws and regulations, and in consideration of international best management practices. The O&M manuals shall address landfill cell operation, waste placement, daily/intermediate cover, capping and closing. Landfill gas management, leachate treatment and surface water management. Operation of sorting stations, heavy equipment operation and maintenance etc. The O&M manuals will detail running costs over the life of the landfill and a year by year analysis of the costs of capping/ future cell development, maintenance costs and equipment replacement schedules. O&M cost requirements must be in-line with LG budgets.

5. Stage 5 – Transaction Advisory Services – Construction Tender Process

5.1 Tender Preparation

The Consultant is to provide services for the complete bidding process for selection of construction contractor(s) following UNDP – ITB procurement guidelines, and the relevant government of Indonesia regulations for procurement of civil works.

The tendering and selection process will include, but not necessarily be limited to, the following:

- Initial pre-qualification of bidders based on capability and experience;
- Preparation, submission and evaluation of full technical and financial proposals.

The Consultant will prepare a draft set of pre-qualification, bidding documents, and evaluation guidelines based on the UNDP – ITB procurement guidelines for a civil works construction contract. The Consultant will prepare:

- Pre-qualification documents;
- Full UNDP – ITB compliant bidding documents (See also Stage 4 above); and
- complete statement of UNDP's requirements for the project, including design criteria and service level requirements, performance specifications, bid evaluation criteria and other parts of the procurement documents that need to be completed.

5.2 Tender Process Support

The Consultant will provide transaction advisory support to UNDP in conducting the procurement process and evaluation of bids, including but not necessarily limited to: attending pre-bid conferences; preparing responses to pre-bid conference questions and requests for clarifications; attending interviews with tenderers, etc.

6. Stage 6 – Construction Supervision, Training and Commissioning

6.1 Construction Supervision

Construction supervision services will include, but not be limited to, the following:

- Instruct the Contractor to mobilize the labour and materials required for the implementation of the works, when such action is approved by UNDP;
- Achieve compliance in the implementation of the works as against the approved design directions, cost estimates and programme of works & goods/material delivery schedule, to assure quality and timely completion of the works;
- To check and certify the "as built" drawings of the works to be prepared and submitted by the Contractor;
- Check, verify and certify the invoices from the Contractor and provide recommendation to UNDP for payment;
- Coordination and support of the Local Government Counterpart team to include instruction of the team in the process of construction works, supervision methodology, and key operation, maintenance and extension activities;
- Final project review and joint handover and commissioning with UNDP;
- Defects liability supervision on call basis during defect liability period of 12 months after formal hand over the facilities; and
- To undertake all other services as may be reasonably required by the UNDP in meeting the objectives of the present TOR, to include any follow-up actions & inputs that may be required of the consultant and its Staff, servants or agents in resolving any key issues which this ToR seeks to address.

6.2 Duties & Responsibilities of the Construction Supervision Consultant

The Construction Supervision Consultant (CSC) will work closely with the UNDP PETRA team, the Local Government Counterpart team, and the Construction Contractor(s) (CCs), ensuring that works are carried out on time and to the standards specified in the Contract, and that any problems that arise are quickly resolved.

6.3 Construction Supervision Consultant Duties for Contract Administration

The Construction Supervision Consultant (CSC) will administer the civil construction works contracts at Palu and Donggala. The Supervision Consultant will ensure that the works are carried out in accordance with the provision of the civil works contracts. The tasks of the CSC include, but may not be limited to, the following:

- Give the instruction to commence the Works.
- Review and approve proposed Construction Contractor's (CC's) personnel & their contracts for key positions.
- Inspect and approve all materials and material sources identified by the CC.
- Review and approve the CC's implementation schedule and supervise the progress of the works. The CSC will keep UNDP informed of any delays or potential delays in the work schedule of the Contracts, and will take all necessary actions to prevent potential delays.
- Review, approve and monitor the construction plans to ensure the uninterrupted flow of traffic and work during construction, and to ensure that works do not endanger safety of staff or the public.
- Regularly monitor and inspect the CC's quality control and assurance programme to ensure that quality of the finished works meet the contract standards and specifications. This includes regular checking of the materials testing programme.
- Advise and assist UNDP with respect to arbitration or litigation relating to the works, whenever required.
- Monitor progress of the works.
- Convene regular site meetings with the CC and the Local Government Counterpart team to discuss issues and problems affecting the progress, and brief UNDP.
- Coordinate with the relevant local stakeholders so as to minimize disruption to the works programme.
- Review the CC's insurance cover to ensure that the Contractor has provided all the insurance required by the Contract and such insurance is maintained throughout the contract period.
- Prepare any required variation orders requested by UNDP and review any variation order proposed by the CC and provide advice to UNDP in accordance with the contracts.
- Review all claims submitted by the CC and provide advice to UNDP of the validity of the claim, the effect of such claim on the works schedule and the cost of the project.
- Review and comment on the monthly progress reports submitted by the CC detailing the work undertaken during the previous month, the progress of the work against the approved schedule, the problems, and difficulties encountered by the CC and other issues requested by UNDP.
- Issue completion certificates after satisfactory completion of the works in accordance with the contract provisions.
- Ensure that the construction methods as proposed by the CC for carrying out the works are satisfactory, with particular references to the technical requirements.
- Assess and check the laboratory and field tests carried out by the CC.

- Issue orders to the CC to remove or improve any works that are not in accordance with the drawings and/or specifications.
- Maintain records of all testing work, including cross-referencing of items of work to which each test refers and location from which any samples were obtained for testing.
- At the completion of the contracts, verify the CC's "as-built drawings" as a true record of the works as constructed.
- Measure the completed works and keep detailed records including the measurements books.
- Prepare monthly cash flow projection for UNDP in an acceptable format, in which cash flow should identify budget estimates for all outstanding works.
- Maintain records of all plant, labour, and materials used in the construction of the works.
- Be responsible for cross-checking and monitoring the performance requirements in the Contracts and ensuring the criteria and limits are met.
- Maintain a day to day diary, which shall record all events pertaining to the administration of the contracts, request forms, and orders given to the CC, and any other information which may at a later date be of assistance in resolving queries which may arise connecting execution of the works.

6.4 Administrative Tasks

- Maintain a filing system for all site memos and instructions, measured quantities of work and material on site, reports and other documents and correspondence pertaining to the construction activities,
- Prepare daily supervision reports, as well as weekly progress and financial reports as required by UNDP;
- Study and provide a written report on any contractor claim and/or variation orders;
- Prepare written snag lists for final project checking prior to handover;
- Prepare and manage a proper handover process and completion certificate;
- Supervise and support the Local Government Counterpart supervision team;
- Liaison with local stakeholders during design and construction; and
- Report on a weekly basis on all activities (text and photos).

6.5 Construction Supervision Consultant Responsibilities and Liability:

Overall the CSC will provide administration of the construction contract. In particular, they shall perform the functions as follows:

- The CSC shall be the UNDP representative vis-à-vis the CC during construction and until final payment is due. The CSC shall advise and consult with UNDP. Any UNDP instructions to the CC shall be forwarded through the CSC. The CSC shall have authority to act on behalf of the UNDP only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the CSC

as UNDP's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of UNDP, the CC and the CSC.

- The CSC shall have a staff presence on each site sufficient to closely monitor the progress and quality of the Works and to determine if the Works are proceeding in accordance with the Contract Documents at all times. On the basis of the on-site observations the CSC shall keep the designated UNDP Engineer informed of the progress of the Works.
- The CSC shall at all times have access to the Works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the CSC may perform his functions under the Contract.
- Based on the CSC's observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the CSC shall determine the amounts owed to the CC and shall issue approval to UNDP Engineer for Payment as appropriate.
- The CSC shall review and approve or take other appropriate action upon the CC's submittals such as Drawings, Data and Samples, but only for conformity with the design concept of the Works and with the provisions of the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The CSC's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- The CSC shall interpret the requirements of the Contract Documents and judge the performance thereunder by the CC. All interpretations and orders of the CSC shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. The CC may make a written request to the CSC for such interpretation. The CSC shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon.
- Except as otherwise provided in the Contract, the CSC shall have no authority to relieve the CC of any of his obligations under the Contract nor to order any work involving delay in completion of the Works or any extra payment to the Contractor by UNDP, or to make any variations to the Works.
- The CSC shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the CSC's authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the CSC to the CC, any subcontractor, any of their agents or employees, or any other person performing services for the Works.
- The CSC shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to UNDP Engineer's review written warranties and related documents required by the Contract and assembled by the CC, and shall issue a final approval for Payment upon compliance with the requirements of the Contract.

6.6 Testing/Commissioning and Training

Upon completion of construction works, the consultant will be responsible to testing and commissioning of all infrastructure works and in doing so will be accompanied by the Local Government Counterpart team and site operations teams who will be trained in the operation and maintenance of the site and equipment.

The consultant will run training programmes for site operation staff, during which they will introduce and run through the Operations and Maintenance manuals.

The consultant will evaluate the capacity and performance of site staff and make any recommendations required for additional staff or follow-up training.

7. Stage 7: Defects and Liability Period (1 year after the completion of the civil works)

7.1 Key activities include:

- during this period, the Consultant shall make its team available to provide input as required into the completion of As-Built drawings and to the preparation of project related final accounts and contractual close-out
- the Consultant may also be requested to maintain a presence on site for the supervision of remaining construction works or the repair of identified defects.
- when the Client requires that the Consultant performs additional services after the issue of the certificate of substantial completion, the extent of these services shall be agreed on a case by case basis and shall be deemed to be an Additional Service under the Contract.
- it is expected in this phase the service provider to cover the resolution of all outstanding contractual and residual issues relating to the Project and its close-out. It also deals with the review of the project to ascertain the lessons to be learned for future projects.
- Management of the defects period including management of snagging and handover of as built records.
- Close-out of all land and property issues.

7.2 Key deliverables:

- During the Defects Liability Period the consultant shall ensure, the contractor finish the work, if any, outstanding at the date of Certificate of Substantial Completion and shall monitor and instruct the contractor all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required. The Certification process must be in line with Government of Indonesia regulations with a signed Sertifikat Laik Fungsi.
- Upon satisfactory completion of all the work outstanding on the Works and approval by UNDP, the consultant shall within twenty eight (28) days of the expiration of Defects Liability period issue the contractor with the Certificate of Final Completion.

7.3 Final Close out Report

These shall include, yet not be limited to, the following:

- The report shall be a collective report including and presenting all aspects encountered during the "Defects Liability Period" inclusive of all original documentation, photographs...etc. The report shall first be submitted in a draft form to UNDP
- The Report will contain the following sections:
 - Closeout Report
 - Financial Report
 - Lessons learnt Report
 - Performance Evaluation
- The report shall then be presented in its final form following incorporation of all UNDP comments and remarks.
- The consultant shall, at least, submit two (2) hard copies to UNDP of the final version and one (1) soft copy to UNDP.

III. GENERAL RESPONSIBILITIES/REQUIREMENTS

The consultant's cost shall be deemed included and/or surcharged in/to the consultant's fee rates under each phase.

A. Facilities Provided By UNDP

No site facilities shall be provided by UNDP.

B. Facilities to be Provided by the Consultant

All required facilities for proper development of all phases of the assignment shall be its own responsibility. Unless otherwise explicitly called upon, any facilities shall be deemed included and/or surcharged in/to the consultant's fee rates.

C. Liaison

The consultant shall liaise with counterparts on all matters related to the execution of the contract. All activities are to be conducted according to UNDP rules and regulations. The consultant shall also obtain the counterparts' endorsement of all its submittals.

D. Reference and Compliance Standards

The Consultant must be thoroughly conversant and fully compliant with the following primary Government of Indonesia standards and UNDP guidance

- SNI Indonesia (national standards catalog)
- Specifically, materials manufacturing and installation benchmark standards impacting electrical, plumbing and structural health, safety and longevity
- Law No 28/2002 Concerning Buildings
- Daftar Standar Dan Pedoman – Bahan Konstruksi Bangunan dan Rekayasa Sipil: BADAN PENILAIAN DAN PENGEMBANGAN DPU (222pp)
- Peraturan Menteri Pekerjaan Umum Nomor: 45/ PRT/ M/2007 tentang Pedoman Teknis Pembangunan Bangunan Gedung Negara

1. LAW AND MINISTRIES REGULATIONS

- Undang-undang no 18 tahun 2008 tentang Pengelolaan Sampah
- Peraturan Pemerintah nomor 81 tahun 2012 tentang Pengelolaan Sampah Rumah Tangga dan Sampah Sejenis Sampah Rumah Tangga
- Peraturan Menteri Dalam Negeri Nomor: 33 tahun 2010 tentang Pedoman Pengelolaan Sampah
- Peraturan Menteri Dalam Negeri Nomor: 57 tahun 2010 tentang Standar Pelayanan Perkotaan
- Peraturan Menteri Pekerjaan Umum Nomor: 03 tahun 2013 tentang Penyelenggaraan Prasarana dan Sarana Persampahan dalam Penanganan Sampah Rumah Tangga Dan Sampah Sejenis Sampah Rumah Tangga

2. UNDP

- Sulawesi Lombok Programme For Earth Quake and Tsunami Infrastructure Reconstruction Assistance (PETRA) – UNDP Proposal, 10 December 2018
- Environmental and Social Management Framework PETRA UNDP Jakarta April 2019

E. Institutional Arrangement

1. Supervising Authorities – Contract Execution and Completion

The Consultant shall be primarily and ultimately responsible to the PETRA Project Manager regarding securing certifications for services completion, after sign off by the Ministry of Public Works.

2. Reporting Content and Frequency

The Consultant shall report weekly by email to the PETRA Project Manager or designated deputy, copied to concerned project partner liaison manager. Reports shall confirm sub project commencement, progress and completion, supported by photographs and site shop drawings reflecting changes, where appropriate.

The Consultant shall also submit an Inception Report within 30 days of activity commencement, a monthly report covering both design and contract supervision and separate completion reports for both components.

On completion or otherwise upon request, the Consultant shall report by AV presentation or site meetings where warranted.

Proposals for the use of Unmanned Aerial Vehicles for progress monitoring shall be encouraged. These, however, shall support but not at all supplant physical inspection and contractor liaison on site.

All irregular or emergency events or situations will be immediately reported to the PETRA Project Manager.

Reports will cover the following:

- Meetings held with counterparts, contractors, etc.
- Progress reporting, delays, etc
- Staff employed by consultant, contractors, counterparts.
- Contractor's plant and equipment.
- Financial status, predicted cash flow, expected variations.
- Technical Issues.
- Challenges and means to resolve these.
- Security incidents.
- Completed, in-progress, delayed, envisaged, etc activities.

The consultant's cost shall be deemed included and/or surcharged in/to the consultant's fee rates under each phase.

3. Regular Liaison – Community/ Local Business Community

Identify institutions/organizations/individuals with whom the Service Provider is expected to liaise/ interact/collaborate/meet with in the course of performing the work (e.g., other agencies, project co-implementors, donors, communities, local government units, etc.)

4. External Contributors to Contract Monitoring and Evaluation

Define roles / extent of participation of entities involved in the management/implementation of the contract (e.g., as respondents to survey, resource persons to confer with, approving authority, evaluating performance, etc.)

5. Facilities/ support to be provided by UNDP, partner & beneficiary agencies

The consultant shall be self-sufficient in all material aspects and support services which shall be fully covered and priced in its Financial Proposal, notwithstanding force majeure and additional services which may be requested by UNDP, warranting payment to the Consultants

IV. DURATION OF THE WORK

A. Completion Date

All works for contracts secured by Invitation to Bid are to be completed by May 2022. Thus all construction supervision shall also be completed by this date.

All design work shall be completed within a period of 100 days from commencement of consulting services.

B. Approval Lead Time by UNDP

Given that UNDP and its development shall be kept regularly and fully informed of the restoration program's progress and satisfactory completion, final payment for Consultants services shall be effected within thirty days of payment approval.

C. Impacts of Delays by Donors and the Government

Reduction in PETRA funding or deferment of program implementation will have very damaging impacts on the recovery process for thousands of affected citizens thus must be avoided.

V. LOCATION OF WORK

A. Services Delivery Location

The Consultant's services shall be delivered progressively at the two sub project locations identified in the agreed Workplan or other locations that may be deemed necessary by the Project Management Unit, for purposes of assessing possible future works

B. Service Provider Communication

The Consultant shall maintain regular daily contact with the Project Management Unit via email and/ or mobile phone to confirm satisfactory progress and the movement of its team members throughout sub project locations.

VI. CONSULTANT'S PREFERRED PROFILE

A. Type of Firm and Specialization Areas

The preferred firm shall be primarily be an engineering firm with experience in designing waste management facilities, construction contractor or developer well experienced in the design and works contract supervision for waste management facilities and restoration in post natural disaster recovery contexts

This experience shall have designed and rehabilitated a broad range of landfill designs. These firms will have been successfully addressed through close working relationships with local government, with strong emphasis on community participation in producing an empathetic, culturally & climatically appropriate built environment

B. Corporate Qualifications

The preferred firm shall demonstrate commercial qualifications for the Indonesia context by submission of currently valid Articles of Association, Chamber of Commerce Registration, tax payment certificate, corporate and employee police clearances and for the good governance context, no history of blacklisting by UNDP and other international development institutions

C. Years of Experience

The preferred firm shall demonstrate at least 10 years project management experience especially for waste management facilities with a significant geographical spread throughout the Indonesian archipelago. This shall include at least five years' experience in design and construction of waste management facilities.

D. Firms Key Attributes

The preferred firm will demonstrate a thorough familiarity with the relevant overarching National government regulations and standards and the specific standard buildings drawings and technical specifications for the Ministries of Public Works. It also shall evidence of familiarity with disaster resilient planning and building design based on international best practice enabling a Build Back Better initiative and higher standards than those currently prevailing in Indonesia.

UNDP Prioritize gender equality and women's empowerment approach in project implementation and at workplace. Such initiatives shall also specifically address the particular needs for women & girls, the physically handicapped and mentally challenged and for best value in energy efficient climatic comfort. All outputs/deliverables must comply with criteria of gender sensitive and/ responsive result. In addition, sexual harassment and any discriminatory actions with regards to race, gender, religion, class, etc. held by preferred firm during the assignments will not be tolerated.

E. Team Structure and Organisation

The Consultant must propose a full team of national and international experts necessary to complete the tasks described herein. The consultant must include all management, administration and oversight resources required to complete the assignment to the required standards.

UNDP promotes gender equality and equal opportunities of men and women to participate in all our works. Gender diversity and women's representation in team composition of preferred firm is an added value in selection process.

F. Key Personnel

The Consultant will be responsible for proposing the team they see as necessary to complete the assignment however, the team will contain at a minimum, a Project Director and specialists from the disciplines in the Table 1:

Table 1: Minimum Key Personnel and Positions

Position Name	Relevant Experience years	Minimum Education	Special Skills
Waste Management Specialist – Team Leader	15	Undergraduate degree in Civil Engineering, Environmental Engineering or relevant field	Experience in designing, supervision or construction of landfills. International/ regional experience – Experience in Indonesia is an advantage
Chief Design Engineer & Landfill/Geotechnical Engineer	12	Undergraduate degree in Civil, Environmental, Mechanical Engineering or relevant field	Experience in designing and O/M of landfills. International/ regional experience – Experience in Indonesia is an advantage
Chief Supervision Engineer – Quality Assurance Specialist	12	Undergraduate degree in Civil, Environmental Engineering or relevant field	Experience in supervision of landfills. International/ regional experience – Experience in Indonesia is an advantage
Environmental and Social Safeguard Specialist	10	Undergraduate in Environmental Science or related course, Master degree preferable	Relevant experience managing AMDAL or international ESIA's
Leachate Treatment Specialist	8	Minimum Bachelor in Chemical, Environmental	Experience in designing and O/M of Leachate collection and treatment system,

		Science or related course	familiar with AMDAL or international ESIA's
Structural Engineer	8	Undergraduate degree in Structural Engineering, Master degree is preferable	Experience in Structural strength design and implementation; assessment of existing structures conjoined with new work; structural certifications
Geotechnical Engineer	7	Minimum Bachelor degree in Civil Engineering	Experience in Site assessments for ground conditions, soil & rock classifications, foundation sub grade testing
Mechanical & Electrical Engineer	7	Minimum Bachelor degree in Mechanical/ Electrical Engineering	Experience in designing and supervision of Mechanical/ Electrical works, mechanical or heavy equipment workshop or relevant field of works
CAD Draftsperson	7	Minimum Diploma III in Buildings/ Civil engineering	Familiarity with government drawing standards/ compliance packages.
Assistant Supervision Engineers	7	Minimum Bachelor degree in Civil Engineering	Experience in supervision of landfills or structural constructions
Stakeholder Liaison	5	Minimum Bachelor degree in Management or any business-related courses	Expert on public sector liaison and issues resolution protocols. Excellent multilingual communicator
Community Developer	5	Minimum Bachelor degree in any social sciences related courses	Experience in Community goal setting, Issues identification and resolution

VII. SCOPE OF PROPOSAL PRICE AND SCHEDULE OF PAYMENTS

No	Title	Deliverables Duration	Amount (US\$)	% of Total
1.0	Inception report Comprising revised workplan, preliminary design, environmental, management plan and risk assessment	1,5 month		10
2.0	Design Services Final Design Reports and Final Tender Documents; Rol government notice to proceed with tendering	3 months		30
3.0	Pre-Construction and Bidding Support Services Provision of technical advice during the bidding process	2,5 months		10
4.0	Construction Supervision Completion of Construction Supervision	11 months		40
5.0	Defects Liability Period The Consultant shall make its team available through the defects-notification stage of the project to provide input as required into the completion of As-Built drawings and to the preparation of project related final accounts and contractual close-out.	1 year after the Substantial Completion of the civil works		10

- The Consultant is to also propose their own financial proposal. Detailed explanation for any proposed variation is required.
- The Consultant shall provide a fixed lump sum for the whole of the project, including a fixed weekly/monthly construction supervision rate which will be used in any amendment in the event of any unavoidable time overruns.
- Lump Sum pricing shall apply, whereby the Consultant shall be responsible for covering all costs, inclusive of fees, per diems/ living allowances, domestic air travel, vehicle operating costs, office operational costs and national taxes. However, the consultant shall provide the breakdown of costs of the various cost items, in man-days/man-months, quantities required, etc.

Annexes to the TOR :

Annex 1. Contract for Goods and/or Services template

Annex 2. General Terms and Conditions for Contract

Annex 3. UN Supplier Code of Conduct

Annex 4. Site Information

4.1 Site assessment data Kawatuna Landfill, Palu

4.2 Site assessment data Kabonga Landfill, Donggala

4.3 Block plan/site plan of Kawatuna Landfill, Palu

4.4 Block plan/site plan of Kabonga Landfill, Sigi

Annex 5. Environmental and Social Management Framework (ESMF)

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?

- Form A: Technical Proposal Submission Form ☐
- Form B: Bidder Information Form ☐
- Form C: Joint Venture/Consortium/ Association Information Form ☐
- Form D: Qualification Form ☐
- Form E: Format of Technical Proposal ☐
- Form H: Proposal Security Form ☐

Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?

☐

Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected email)

- Form F: Financial Proposal Submission Form ☐
- Form G: Financial Proposal Form ☐

Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____


Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is



updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder

- Trade name registration papers, if applicable
- Local Government permit to locate and operate in assignment location, if applicable
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country
- Power of Attorney

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Form D: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

☐ Contract non-performance did not occur for the last 3 years

☐ Contract(s) not performed for the last 3 years

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

☐ No litigation history for the last 3 years

☐ Litigation History as indicated below

Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute:	

	Status of dispute:	
	Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ **Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.**

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Proposal

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country, especially your understanding on Government of Indonesia regulations and its applications to construction projects
- 1.4 List of contracts showing experiences in post disaster recovery and reconstruction for developing countries and multidisciplinary consulting engineering services with complete information on the nature of the service, duration of the service given, and email address of the client's focal point for that contract.
- 1.5 Quality assurance procedures and risk mitigation measures.
- 1.6 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.

- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i>
	<ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]

Employment Record/ Experience	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i></p>
	[Insert]
References	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form

Name of Bidder: [Insert Name of Bidder]

Date:

RFP reference: [Insert RFP Reference Number]

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the proposal: [Insert Currency]**Table 1: Summary of Overall Prices**

	Amount(s)
Professional Fees (from Table 2)	
Other Costs (from Table 3)	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees

Name	Position	Fee Rate	No. of Days/month s/ hours	Total Amount
		<i>A</i>	<i>B</i>	<i>C=A+B</i>
In-Country				
Home Based				
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			
Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
Subtotal Other Costs:				

Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	Time (person days)	Professional Fees	Other Costs	Total
Deliverable 1 Inception Report				
Deliverable 2 Design services				
Deliverable 3 Pre-construction and bidding support services				
Deliverable 4 Construction Supervision				
Deliverable 5 Defects liability period				

Form H: Form of Proposal Security

**Proposal Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Proposal to UNDP dated [Click here to enter a date](#) to execute Services [Insert Title of Services] (hereinafter called "the Proposal"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP's variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]