

United Nations Development Programme



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REQUEST FOR PROPOSAL

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

RFP No.: RFP-UNDP-PETRA-105957-012-2020

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

Country: Indonesia

Issued on: 26 June 2020

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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: 6335**.

Pre-Proposal Conference will be held on:

Virtual Pre-Proposal Conference (registration is required)

Date/Time: 3 July 2020 at 2 PM (GMT+7)

Place: Online via https://undp.zoom.us/webinar/register/WN_TuV4PFVHTXGA1CsDoPR8eg

Site Visit is allowed between **8-14 July 2020, from 9 AM to 3 PM (GMT+7) in Sigi and Donggala, Central Sulawesi**. The UNDP focal points for site visits are: Whisnu Yonar Anggono /Budhi Ulaen

E-mail: whisnu.anggono@undp.org / budhi.ulaen@undp.org

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 **3 July 2020**. 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 feby.utari@undp.org; cc galang.wijaya@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
Head of Procurement

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 Site Assessment Data Pasar Omu and Pasar Sibado
- Annex 4.2 Block Plan / Site Plan Pasar Omu and Pasar Sibado
- 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

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: **June 26, 2020**

Approved by:



Name: Martin Kurnia
Title: Head of Procurement
Date: **June 26, 2020**

Section 2. Instruction to Bidders

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>
2. Fraud & Corruption, Gifts and Hospitality	<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	<p>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.</p> <p>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.</p>
4. Conflict of Interests	<p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> 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. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>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.
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	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.
7. Language	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.
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	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.
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>

	<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.</p>
11. Financial Proposals	<p>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.</p> <p>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.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p style="padding-left: 40px;">b) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p style="padding-left: 40px;">c) In the event that the successful Bidder fails:</p> <p style="padding-left: 80px;">i. to sign the Contract after UNDP has issued an award; or</p> <p>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.</p>
13. Currencies	<p>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:</p>

	<p>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</p> <p>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.</p>
14. Joint Venture, Consortium or Association	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>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</p>

	<p>of their individual credentials.</p> <p>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</p>
15. Only One Proposal	<p>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.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> 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	<p>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.</p> <p>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.</p>
17. Extension of Proposal Validity Period	<p>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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>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.</p>

18. Clarification of Proposal	<p>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.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>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.</p>
19. Amendment of Proposals	<p>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.</p> <p>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.</p>
20. Alternative Proposals	<p>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.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21. Pre-Bid Conference	<p>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.</p>

A. SUBMISSION AND OPENING OF PROPOSALS	
22.Submission	<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>
Hard copy (manual) submission (Not applicable)	<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> <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.
Email Submission (Not applicable)	

<p>eTendering submission</p>	<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> <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-notice/resources/</p>
<p>23. Deadline for Submission of Proposals and Late Proposals</p>	<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>
<p>24. Withdrawal, Substitution, and Modification of Proposals</p>	<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>

<p>29. Evaluation of Eligibility and Qualification</p>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> 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.
<p>30. Evaluation of Technical and Financial Proposals</p>	<p>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.</p> <p>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.</p> <p>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.</p>

	<p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
<p>31. Due Diligence</p>	<p>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:</p> <ul style="list-style-type: none"> 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.
<p>32. Clarification of Proposals</p>	<p>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.</p> <p>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.</p>

	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	<p>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.</p> <p>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.</p>
34. Nonconformities, Reparable Errors and Omissions	<p>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.</p> <p>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.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>

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	<p>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</p>
43. Liquidated Damages	<p>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.</p>
44. Payment Provisions	<p>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.</p>
45. Vendor Protest	<p>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</p>
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>Will be Conducted</p> <p>Virtual Pre-Proposal Conference schedule:</p> <p>Time: 02:00 PM GMT+7</p> <p>Date : 3 July 2020</p> <p>Place: Online via</p> <p>https://undp.zoom.us/webinar/register/WN_TuV4PFVHTXGA1CsDoPR8eg</p> <p>The UNDP focal point for the arrangement are:</p> <p>Sylvia Siska Indriani/Galang Wijaya</p> <p>E-mail: sylvia.indriani@undp.org cc: galang.wijaya@undp.org; feby.utari@undp.org</p> <p>All queries, both technical and administrative, will be responded to during the pre-bid conference. Minutes of the pre-bid 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</p>

			<p>-----O-----</p> <p>Pre-Site Visit</p> <p>The UNDP focal point for site visits are: Whisnu Yonar Anggono/Budhi Ulaen</p> <p>E-mail whisnu.anggono@undp.org; cc: budhi.ulaen@undp.org:</p> <p>Site inspections will be allowed. Potential Proposers can visit the sites on 8 – 14 July 2020 from 9AM to 3PM. Potential proposers must contact the abovementioned focal 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.</p> <p>In order to support local regulation to prevent further spread of COVID-19, UNDP encourage potential proposers who have representative in Sigi and Donggala to attend the site visit. The representatives of potential proposers must have travel permit from their company and health certificate. Potential proposers must follow COVID-19 Spread Prevention Protocol issued by National and Local Government.</p>
5	16	Proposal Validity Period	120 days
6	12	Bid Security	Not Required
7	42	Advanced Payment upon signing of contract	<u>Not Allowed</u>
8	43	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of contract price per day of delay: 0.1% Max. number of days of delay 100 calendar days after effective date of contract, after which UNDP may terminate the contract.</p>

			The contractor is expected to submit the designs to UNDP within 3 months after effective date of contract. UNDP will accept a maximum delay of 15 calendar days, then liquidated damage will take effect.
9	41	Performance Security	Not Required
10	13	Currency of Proposal	US Dollar for international consultant; Indonesian Rupiah for local consultant
11	18	Deadline for submitting requests for clarifications/questions	Five (5) working days before the submission deadline
12	32	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Sylvia Siska Indriani/Martin Kurnia</p> <p>Address: Menara Thamrin 7th Fl. Jl. MH Thamrin Kav. 3 Jakarta 10250, Indonesia</p> <p>E-mail address: sylvia.indriani@undp.org cc. martin.kurnia@undp.org</p>
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	<p>https://etendering.partneragencies.org</p> <p><u>Event ID: 6335.</u></p>

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 Not applicable Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP Max. File Size per transmission: Not applicable 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: Not applicable <p>Menara Thamrin 7th Fl. Jl. MH Thamrin Kav. 3 Jakarta 10250, Indonesia</p>
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>August 26, 2020</i>
19		Maximum expected duration of contract	<i>20 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>

23	Other Information Related to the RFP	<p>Contract effectiveness is linked below mentioned conditions:</p> <ul style="list-style-type: none">- Upon contract signing from both parties. <p><u>Note:</u> <u>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.</u></p>
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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 **(Not Applicable)**

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	<p>Minimum 6 years project management experience for multiple public building sites, with a significant geographical spread throughout the Indonesian archipelago. This shall include at least 3 years' experience in design and construction for public administrative building and public market.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Minimum 3 contracts of similar value, nature and complexity implemented over the last 3 years.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
Financial Standing	<p>Minimum average annual turnover of USD 750,000 for the last 3 years (2017-2018-2019).</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	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"> - Minimum 6 years of experience in civil works planning, design, construction supervision & contract administration/ management – 30 points - minimum 3 years of experience in relevant public market 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 6 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	Quality of specialized knowledge and experience on similar engagements completed in Indonesia	120

	<ul style="list-style-type: none"> - Minimum 6 years' experience in providing multidisciplinary consulting engineering services – 50 points (no additional points will be given for experience beyond 6 years) - verifiable abilities to comprehend, interpret, and apply GoI National and Local Government decrees, regulations, ordinances, standard technical standards drawings: 50 points - Minimum 3 years of experience in post disaster recovery & reconstruction contexts 15 points. 1 point per each additional year, up to maximum of 20 points 	
1.4	<p>Organizational Commitment to Sustainability</p> <ul style="list-style-type: none"> -Organization is compliant with ISO 14001 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	<p>Understanding of the requirement:</p> <ul style="list-style-type: none"> - 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 – Public Infrastructure Specialist		100
	- General Experience – at least 10 years managing project of public facilities and community engagement/leadership	10	
	- Specific Experience relevant to the assignment – at least 6 years' experience in designing, supervision or construction of public market – 25 points. 5 points per each additional year, up to maximum of 40 points	40	
	- At least 4 years experience in disaster recovery project – 10 points. 5 points per each additional year, up to maximum 20 points	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	Design and Supervision Engineer		80
	- General Experience – at least 10 years experience in general construction design	20	
	- Specific Experience relevant to the assignment – at least 5 years experience in public administrative building and/or public market – 20 points. 5 points for each 2 years up to maximum 30 points	30	
	- At least 3 years experience in post disaster recovery – 5 points. 5 points per each additional year, up to maximum 10 points.	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	Quality Assurance Inspector/Clerk of Works		70
	- General Experience – at least 8 years general construction supervision experience	10	

- Specific Experience relevant to the assignment – at least 4 years experience in public market supervision or similar nature of services – 20 points. 5 points for each 2 years up to maximum 30 points	30	
- At least 2 years experience in post disaster recovery – 5 points. 5 points per each additional year, up to maximum 10 points	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

Section 5. Terms of Reference

DESIGN & CONSTRUCTION SUPERVISION DESIGN & CONSTRUCTION SUPERVISION TWO PUBLIC MARKETS IN CENTRAL SULAWESI

I. PROJECT BACKGROUND

The two major disasters in 2018, earthquake, tsunami and liquefaction ravaged Central Sulawesi and West Nusa Tenggara (NTB). Particularly, the liquefaction affected Palu and caused approximately 10.000 people lost their homes. Hundreds of thousands of people lost their jobs and livelihood options. Disasters triggered by the earthquakes, tsunami and liquefaction caused substantive damage to community infrastructures, including buildings, roads, bridges, market facilities, irrigation canals, and drinking water schemes. The damaged infrastructures became almost non-operational, prompting the risk of migration for affected communities.

To accelerate rehabilitation and reconstruction process in both areas, UNDP is implementing the **Central Sulawesi/Lombok Programme for Earthquake and Tsunami Infrastructure Reconstructive Assistance (PETRA)**. The 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. Beyond the immediate humanitarian and relief assistance, the KfW and UNDP has initiated engagements with national and local governments to support of Central Sulawesi and NTB's recovery efforts. Key government partners include BNPB, BAPPENAS, Ministry of Finance, Ministry of Public Works, the Provincial governments of Central Sulawesi and NTB, and the local governments of all ten districts and cities impacted by the disasters. PETRA will deliver two outputs, namely: (1) Rehabilitation and reconstruction of partially and fully damaged infrastructure for critical public services; and (2) Rehabilitation of affected communities' economic infrastructure to promote more resilient and sustainable livelihoods.

Within the scope of Output (2) that aim for community infrastructure rehabilitation and reconstruction to support livelihood recovery, decisions on which activities are to be identified and prioritized by the communities themselves and further consulted with the district/ municipality. Reconstruction of essential community infrastructures might be undertaken and financed jointly between the community and the district/municipality as well as with private sector, with support from the program. The component is intended for community works which covers rehabilitation and reconstruction of public market, clean water sources, storage and distributions, drainages or

irrigation channel, pedestrian, and vehicular roads (including sidewalks, trail track, small bridges and culvert), etc.

Programming Approach

PETRA adopted the UNDP Three Track approach to its programming specifically for the Component 2. It guides the entry point in identifying, prioritizing, planning, and implementing interventions based upon analysis of the scope of crisis and local context.

Track A programming responds to the urgent needs of crisis-affected groups with interventions to help stabilize livelihoods. **Track B programming** focuses on medium- to long-term local economic recovery, including interventions to boost sustainable employment, income generation, and reintegration (where required). **Track C programming** focuses on long-term employment creation and inclusive economic growth.²

Track A: Livelihoods stabilization	<p>1. Emergency employment creation: Cash-for-work, food-for-work, and community contracting for local employment in short-term activities prioritized by crisis-affected communities.</p> <p>2. Targeted self-employment support: Livelihood start-up grants and packages to reestablish or jumpstart micro or small enterprises.</p> <p>3. Infrastructure rehabilitation: Building or rebuilding infrastructure, especially community infrastructure, such as roads, bridges, water and sanitation systems, shelter, telecommunications, health facilities, schools, community centers, and irrigation and drainage systems.</p>
Track B: Local economic recovery for medium- to long-term employment, income generation, and reintegration (if required)	<p>1. Vocational and skills training and placement: Technical and vocational training, apprenticeships, job placement services, and self-employment support.</p> <p>2. Inclusive private sector development: Support for inclusive market development, inclusive financial sector development, and business development services.</p> <p>3. Conditional cash transfers: Support for national programs of cash transfers to targeted households on the condition that household members take measures to advance their own development, such as sending children to school and accessing maternal and child health care services.</p>
Track C: Long-term employment creation and inclusive economic growth	<p>1. Capacity development: Initiatives to promote staff retention in the public sector, professionalize the judiciary, strengthen the effectiveness and accountability of the police and security forces, develop the recovery planning capacities of communities and local governments, etc.</p> <p>2. Good governance: Strengthening policies, institutions (of state, civil society, the media, and the private sector), and processes (e.g., participatory assessment, participatory forums, and national-local</p>

² Livelihoods & Economic Recovery in Crisis Situations, UNDP – BCPR, 2013

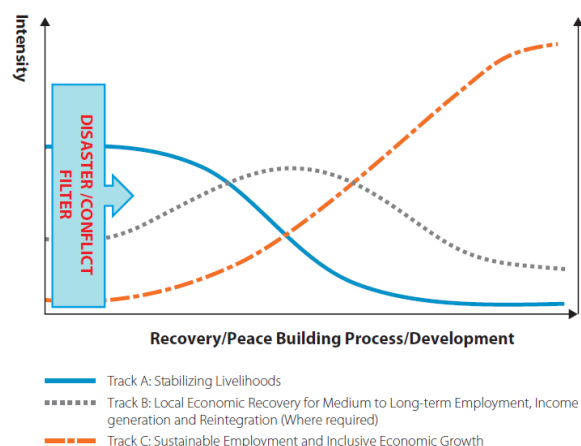


Figure 1. Timing and intensity of the three tracks approach adopted from Livelihood and Economic Recovery Guide, UNDP - BCPR, 2013

Based on the approach above, this program will focus on the Track B which is focusing on medium-to long-term local economic recovery, including interventions to boost sustainable employment, income generation, and reintegration (where required).

Objectives

The Implementation of UNDP PETRA Component 2 is part of the operationalization of the project document in supporting crisis-affected communities in Central Sulawesi to regain and improve livelihood opportunities and reinforcing their coexistence through combined infrastructure and livelihood program. The specific objective is to improve, expand and maintain basic services and social facilities at community level to pursue resilient and sustainable livelihood.

The expected results from this program component are a) reconstructed community infrastructure in to support livelihood recovery in Central Sulawesi, and b) restored minimum household capacity for restarting and improving their livelihood.

The required services are critical to the timely restoration of public market infrastructures to mitigate the everyday and longer-term impacts on community wellbeing and its livelihood recovery.

Public market connotes with bad waste management. Furthermore, waste management remains challenging which determines environmental air and bacterial quality, thus impacts on human longevity through disease vector control, air cleanliness and a community good feeling about a tidy and litter free habitat. Successfully

Critical initiatives and strategies will enable "build back better" outcomes from vicarious facilities reconstruction which are durably climate change resilient and structurally reliable; free from destructive effects of poor design, careless materials specification and negligent quality control over construction materials acceptance and site workmanship.

Engagement with Provincial, District and Village authorities to ensure agreement with all aspects are very crucial. In all encounters, the Consultant will be expected to uphold respect and sympathy behavior to disaster survivors and to the memories of those unfortunately lost.

Community, cultural & environmental considerations

It must also be aware of community and political sensitivities, most vulnerable groups, biases and practices toward religious practices, child labor, LGBT, people with disabilities, and female headed family in infrastructure labor intensive works and drivers of family survival initiatives

II. SCOPE OF SERVICES

The Consultant must provide design and construction supervision services for reconstruction of Pasar Omu, in Sigi District and Pasar Sibado, in Donggala District.

Brief description of target structures:

Pasar Omu	Pasar Sibado
1. Reconstruction of office building: 36 m ²	1. Reconstruction of Los Bangunan 1: 186 m ²
2. Reconstruction of Los Bangunan 1: 188 m ²	2. Reconstruction of Los Bangunan 2: 189.63 m ²
3. Reconstruction of Los Bangunan 2: 176 m ²	3. Site drainage: est. 400 m'
4. Reconstruction of Los Bangunan 3: 151 m ²	4. Reconstruction of toilet (4 rooms): 6.5 m ²
5. Site drainage: est. 550 m'	5. Waste collection site: 10 m ²
6. Reconstruction of toilet (4 rooms): 6.5 m ²	
7. Waste collection site: 10 m ²	

The scope of the required services has been divided into the following four basic phases:

- **Phase I:** Detailed Designs and Portions of the Bidding Documents.
- **Phase II:** Pre-Construction and Bidding Support Services
- **Phase III:** Construction Supervision.
- **Phase IV:** Defects and Liability Period

These phases have been furthermore subdivided into tasks/activities covering the broad spectrum of required services as presented in the following sections. Offerors shall be understood that the proposed tasks/activities to achieve the overall objective of the project called upon by the scope of services shall not be considered meticulous; they are rather indicative.

Phase I: Detailed Designs and Portions of the Bidding Documents.

The Consultant's design services shall include but not be limited to the following:

- Establishing formal contact and working arrangements with Industry and Trade authorities, Provincial administrators, and community stakeholders, including village apparatus.
- Assisting authorities in identifying public market facility needs.
- Reviewing the Preparatory Checklist: Provincial Site Assessment and resolving all outstanding verification/ information needs.
- Identifying the appropriate standard building designs to be used and the applicable technical specifications.

- Using lessons learned from recent disaster damages not just Build Back Better but Build Back Tougher – look for better value designs for roof trusses, ceiling panels/ suspension and lateral stabilization for columns of the 'los'.
- Verifying that each site is clear of debris, otherwise requesting local authorities (if relevant involving community) for removal of condemned footings, columns, and floor slabs.
- Identifying opportunities for introducing and applying national building standards and specifications to enable realization of Build Back Better modalities.
- Identifying design detailing for new structures buildings by demolish and reconstruct damaged structures.
- Updating site layout plans and producing construction drawings according to prevailing Government of Indonesia (GoI) practice.
- Producing clear technical specification according to national building code and standards
- Designing for people with disability access to functional areas and weather protected toilet/ washroom facilities.
- Developing Environmental and Social Management Plan (ESMP) for each subproject in reference to UNDP-PETRA Environment and Social Management Framework (ESMF).
- Developing community-based model of reconstruction, which require community involvement in the reconstruction process and market management in the future run.
- Preparing bills of quantity and construction cost estimates.
- Preparing Detail Engineering Design and Ensuring all designs are signed off by the appropriate government agency.
- Assist in provide technical views for construction works tender and contract of civil works.
- Preparation of reports.

The Consultant's design services shall acknowledge that all restorative and replacement works shall be based on standard government plans and specifications, are fundamentally simple structures, with contextual needs already known to local officials and community stakeholders. Services will include but not be limited to the following:

1. Preliminary Stakeholder Engagement & Securing Notice to Proceed

- establishing formal contact and working arrangements with Industry and Trade authorities, District administrators, and community stakeholder
- verifying that each site is clear of debris, otherwise requesting local authorities (if possible involving community as scope of reconstruction process) for removal of condemned footings, columns, and floor slabs
- reviewing the Preparatory Checklist: Provincial Site Assessment and resolving all outstanding verification/ information needs
- Socializing the PETRA Environmental and Social Management Framework and planning for use throughout all subproject site activity and later occupancy.
- securing documentary proof that all required licenses and permits are in place
- the above shall be confirmed and discussed in the Consultant's Inception Report

2. Preliminary Design, Investigations and Planning

- identifying the appropriate Public Works standard building designs to be used and the applicable technical specifications. These shall be documented by confirming Compliance Memoranda from responsible departments

- updating and where needed, amending site layout plans and producing construction drawings according to prevailing GoI practice and national standards engineering/ architectural drawing practice vs. preferred or mandatory scales, projections and print sizes, among others
- using lessons learned from recent disaster damages, embodying the spirit of not just Build Back Better but Build Back Tougher – look for better value designs for roof trusses, ceiling panels/ suspension and lateral and vertical stabilization for internal wall blockwork
- anticipating significant future violent atmospheric disturbances in the form of cyclones and offshore vortices, review present cyclone risk ratings and upgrade safety factors for structural wind damage and tidal surge. Identify preventative measures to strengthen existing structures, particularly roof superstructures and sheet fastenings
- identifying opportunities for introducing and applying national building standards and specifications to enable realization of Build Back Better modalities. These shall be applied only with prior written approval from responsible authorities
- identifying design detailing for marrying new structures into existing undamaged buildings. This shall examine the interface and co-join modalities to ensure structural integrity and longevity of new structural elements and the continuing adequacy/ service life of connected surviving elements. The engineer shall oversee and provide expert advice on all such examinations, also providing guidance on resilient design and building strategy. Outcomes shall be detailed in the detailed design report submission.
- Identifying existing guidelines for administering day-to-day market operations, managing revenues and maintenance are produced, and compiling it with local contextualization.
- designing for people with disability access to functional areas and weather protected toilet/ washroom facilities, reflecting national standards and emerging international best practice
- producing draft drawings, specifications, bills of quantity and confidential Engineers Estimate for approval by concerned Government authorities and UNDP
- producing a concise, exception oriented Preliminary Design Report
- facilitating the Preliminary Design Stakeholder Workshop, focusing on innovation compliance and constructive participation in the way forward
- confirming Preliminary Design approval and consent to proceed with the Detailed Design phase

3. Detailed Design (output)

During this phase, the Consultant shall refine consolidate and finalize all documentation necessary for solid readiness for procurement completion and commencement of the construction supervision phase. Services will mainly comprise but not be limited to the following:

- very carefully clarifying standard specification for all materials and related purchasing safeguards.
- finalizing Detailed Engineer Design (DED) within its technical drawings and required supporting documents
- preparing Bills of Quantity (BOQ) to levels of detail which will enable easy and accurate cost estimation, which will be conducive to submission of responsive, compliant and trustworthy contractor bids for the required building works
- construction cost estimating which will produce accurate and reliable confidential priced bills of quantity/Engineers Estimates serving as a detailed check and balance for excessive front loading, excessive unit rates and unreasonable materials, equipment, and labor pricing
- Scoping report of available skilled and unskilled laborers in the surrounding area, and developed mechanism to engage those resources for construction
- finalizing market management/administering guidelines to be used as capacity building material for Village government and Market committee.
- finalizing structural and architectural drawings which may with approval include features and embellishments to reflect local cultural character and traditions
- preparation of the Detailed Design Report
- facilitating the Detailed Design workshop which shall concisely on principal design features and foreseeable risks if any, construction phase quality assurance and strict compliance in job site work practices
- confirming Final Design approval and consent to proceed with the Preconstruction and Bidding Support phase

Based on the findings of forgoing activities, the consultant shall further the approved preliminary designs in such a manner that reflects the facilities as they should be constructed. The consultant shall prepare all necessary detailed designs and technical specifications for the works under consideration, including architectural, structural, civil, mechanical, electrical, etc. for both sites including all components. It is important that the Consultant follows all appropriate Government of Indonesia regulations.

Detailed architectural drawings shall be prepared for all buildings. Detailed plans shall be plotted to suitable scales in accordance with international standards, illustrating different parts of the buildings, fully dimensioned and detailed. Sections, elevations, and side views shall be prepared to illustrate the different parts, finishing, and levels of the various internal and external slabs. Reflected ceiling plans to show the required ceiling design and lighting fittings locations shall also be prepared. Special details to larger scale shall be prepared showing toilets, drainage, waste collection site, and any special purpose parts with the purpose of clearly portraying the scope of required works.

Finishing materials schedules and detailed drawings shall be prepared. Detailed drawings for the latter shall also be prepared to define their construction, shape model, size, materials, size, and specify hardware lists. The architectural drawings shall also allow for detailing of any other

construction or finishing requirements such as wet-proofing treatment, dust control, railings, and special details for fixation of equipment.

Landscaping plan for the site shall also be prepared including separated market office building, green areas, walkways, pavement, site illumination, etc.

Mechanical drawings shall be in adequate detail illustrating; equipment; piping; fittings; electromechanical components; connections, etc.

Electrical drawings shall include wiring diagrams, single line diagrams, site illumination, cabling, grounding, control, instrumentation, etc. for all components and for the site. The drawings shall illustrate electric operation and control panels, switchboards; measurement equipment panels; synchronizing equipment; lighting panels, etc.

Careful studies shall be carried out to select the most appropriate and economic structural design. The latter shall ensure reduction of both construction period and costs. Detailed structural drawings shall be prepared illustrating the required detail for the foundations, reinforcement, tie beams, axes, columns, etc.

Work drawings to suitable scales (1:100 and 1:50) and large-scale details shall be prepared. The drawings will comprise plans, sections and elevations and will provide enough details for the construction and installation of all works.

The consultant shall prepare all required technical specifications in accordance with international and UNDP standards for all works components designed. Furthermore, detailed BOQ's shall also be prepared of all items of works and for each component and subcomponent on separate basis. The BOQ's shall be developed to such a level of details as to allow easy estimation of construction costs, which would allow receipt of responsive contractor bids for the works under consideration.

The consultant also must prepare design of working modalities that allow community in the village involve in reconstruction process, both covering skilled and unskilled job necessarily. Besides, model of market management and administering is crucial to be adapted as guidance for community and village government.

Following preparation of the BOQ's, the consultant shall utilize the data and information collected in foregoing tasks to prepare detailed cost estimates of all included works. The specifications and BOQ's shall be formatted as per an agreed format.

Detailed Design and Portions of the Bidding Documents Report will be prepared. The report includes all collected data and information, carried out designs, calculation, prepared drawings, etc. and shall clearly portray all spent efforts during the entire phase. The report shall be submitted for review, remarks and approval by the National Project Manager of UNDP PETRA.

The report shall be submitted in draft format (i.e. 2 hard copies to UNDP and 2 to the counterparts) then the final version incorporating all remarks shall be submitted in 6 hard copies and 2 electronic copies.

Phase II: Pre-Construction and Bidding Support Services

This phase is the critical stage of the project in which potential bidders are identified, the procurement process executed and the contract is prepared for award to the preferred successful bidder. This phase will include;

- supporting the final Invitation to Bid (ITB), which for good transparency shall include a Form of Contract pro forma, general conditions of contract and proforma special conditions schedule.
- directly approaching the contractor market through UNDP channels, industry journals/ websites and public news media directly through international open competitive bidding, without prequalification.
- supporting responses in pre-bid meeting technical and procedural clarifications
- providing oversight to bid openings, bid evaluations and contract negotiation; supporting preparation of the Bid Evaluation Report and related approval processes
- participating in the pre-award contract meeting with the preferred bidder
- assisting authorities in identifying market facility equipment needs

Phase III: Construction Supervision.

The Consultant' construction supervision services shall include but not be limited to:

- responsibility for oversight and direct supervision of construction activity, including managing worksite liaison with Contractor's personnel, along with representatives of Health and Education departments, Provincial government and community stakeholders
- instructing the works contractor's site management staff and trades/ labor personnel as to PETRA and stakeholder expectations on quality assurance in supply of construction materials and building practices to be applied throughout works execution
- inspecting and certifying all materials site deliveries to firm compliance with materials specifications and national standards, particularly sand, gravel, cement, electrical & plumbing materials
- directing hold points at critical construction stages to enable close inspection of works in progress
- ensuring the engagement of community in the village, with some outputs:
 - agreed mechanism, i.e. establishing Market Committee, to manage day-to-day market operations, revenue and maintenance of the market and its facilities
 - agreed mechanism to mobilize or source skilled and unskilled workers for reconstruction work
- ensuring capacity building related to market management/administering is carried out
- ensuring site security and safety measures
- certifying progress payment certificates after thorough inspection for structural integrity, high grade finishing and competent workmanship throughout

- verifying contractor final completion of works, certifying final payments and release of retention amounts and performance security
- assisting the concerned responsible agency with building permit (Ijin Mendirikan Bangunan/IMB)
- ensuring all site personnel are issued with and use personal protection equipment
- ensuring compliance with relevant provisions of the ESMF and ESMP which developed in Phase I
- enabling monthly site meetings and ad hoc conferences when required
- providing Monthly Progress reports
- coordinating asset handover to concerned agencies

While not mentioned earlier, the consultant shall be responsible for activities such as liaising with the counterparts and contractor for handing over the both sites' including minutes of meetings, examination of areas, assistance with fixing boundary marks, etc.

The consultant's main task shall be the management and supervision of construction activities. The Services shall also include some duties normally performed by UNDP field staff, which includes the establishment and maintenance of contacts with counterparts and other stakeholders, liaisons, coordination, and similar activities.

Upon site handover to the contractor, the consultant shall take charge and be responsible for managing, supervising, monitoring, verifying, certifying etc. all site activities and acting on behalf of UNDP.

The detailed scope of services to be delivered by the Consulting Engineers (Consultant) is listed below.

1. Design Review

The consultant's general responsibilities under this aspect shall include, yet not be limited to, the following:

- Receive and review contractor's technical submission.
- Receive and review contractor's construction methodology, work plan, alternatives, and any other subjects related to the contract.
- Review and approve the contractor's detailed designs, drawings, and workshop.

2. Contractor Works Administration

The consultant's general responsibilities under this aspect shall include, yet not be limited to, the following:

- Maintain project construction records and issue correspondence, certificates, notices, and instructions on behalf of UNDP to the contractor as may be required by the provisions of the construction contract documents.
- Assist UNDP as expert witness in litigation arising from the development or construction of the project and in bearings before various approving and regulatory agencies.

- Support UNDP to review and certify Contractor's progress payment requests, and accompanying support data and schedules.
- Verify amounts due to the Contractor based on the on-site observations and Contract requirements.
- Certify, in writing, to UNDP payments to be made to the Contractor with all required support documentation including progress report, photographs and .
- Withhold payment for any work which has been rejected or any work which is not in compliance with the contract documents.
- Issue certification of substantial completion on completed construction contract.
- Review and certify the request for final payment submitted by the contractor at the completion of construction under contract.
- Review the calculations for the final payment due to the contractor accounting for all guarantees and retainage in accordance with the actual work performed following conclusion of such and although UNDP-Consultant contract would have physically expired.
- Provide recommendations to UNDP regarding costs for works not specified in the contract documents.
- Determine the value of the works at the date of termination, in the event of the termination of the contract.
- Identify any Change/Variation Order as being issued under one at the following categories:
 - a. Variations which alter, amend or delete items contained in the Contract and which variation does not alter the Scope of the Works and is not charged against contingencies and which does not increase the contract value.
 - b. Variations which may increase the Contract value, requiring the commitment of additional funds and needs prior approval.
- Manage all claims, activities and provide expert advice regarding the handling of the claims made.
- Prepare input for project control system.
- Review the construction schedule for contract and monitor schedule compliance.
- Develop and implement a comprehensive project control system during the Preconstruction Period including:
 - a. Weekly progress reports listing significant progress, lack of progress, current problem, proposed solution, and other pertinent information.
 - b. Monthly progress, summarizing pertinent information developed from the above control information, special studies developing recommended solutions or alternate solutions to current or anticipated problems.
- Receive and record all samples, drawings, instructions, manuals, certifications and the correspondence submitted by the contractor.

- Review, revise, as necessary, and obtain UNDP approval, of lists of recommended Operating spare parts and supplies, prepared by the contractor. Instruct the contractor as to those items that shall be procured for the Project.

3. Construction Monitoring

The construction management and supervision during the construction stage shall include activities of day to day site inspection and testing of materials, site reports and financial aspects. The consultant's general responsibilities under this aspect shall include, yet not be limited to, the following:

- Establish procedures for coordination among UNDP, contractor, and consultant with respect to all aspects of the project and implement such procedures.
- Schedule and conduct progress meetings at which contractors and consultant can discuss jointly such matters as procedures, progress, problems and programming, record and distribute minutes reflecting decisions on issues raised and keep UNDP informed on critical matters orally and in writing.
- Provide regular monitoring of the program as construction progresses.
- Identify potential variations between program and probable completion dates.
- Review schedule for work not started or incomplete and recommend to UNDP and contractor adjustments in the schedule to meet the probable completion date.
- Provide summary reports of each monitoring and document all changes in schedule.
- Determine the adequacy of the contractor's personnel and equipment and the availability of materials and supplies to meet the program.
- Recommend courses of action to UNDP when requirements of a contract are not being met.
- Develop and implement a system for the preparation, review and processing of change orders.
- Observe work performed by the contractor for compliance with the drawings, specifications, contract documents and acceptable engineering practice. Take such action, as appropriate, to urge the Contractor to carry out acceptable corrective measures where and when required.
- Advise on all aspects of varied works and recommend any redesign necessary.
- Advise UNDP on all aspects and matters for the project.
- Liaise with UNDP, other relevant authorities, and counterparts.
- Review, finalize, as appropriate, and submit to UNDP, and other relevant authorities detailed operation instructions and maintenance manuals for the facilities and plant provided under the contract and for facilities required for training of personnel.
- Testing and approving construction materials and equipment before being used in the work.

- Direct the contractor to provide representative samples of materials to be utilized in the works and where required.
- Observe tests and notify UNDP and the contractor in writing of acceptance or rejection of materials or equipment tested. When appropriate, direct the contractor to take necessary action to remove, replace or correct work which does not comply with the contract documents and withhold payments for such work until the appropriate corrective actions are taken and the work is completed to the consultant's satisfaction.
- Review any exceptions which are taken related to the results of the contractor's on-site inspection program and QCP. Instruct the contractor to take necessary actions to resolve any exceptions which are noted and report such activities in the Monthly Progress Reports.
- Conduct regular measurements of quantities of work performed by the contractor.
- Maintain comprehensive construction progress photo albums. Photos shall be shot by the Contractor on a regular monthly basis or shorter intervals as deemed prudent. Each photo shall be identified as to location, activity/subject matter, date, time, and photographer.
- Perform final inspections of each component of the work for compliance.
- Witness all final performance tests and prepare completion certificates and acceptance documents for all completed work.
- Inspecting and supervising construction all works and installations to ensure compliance with document and drawings.
- Receive, review and approve the following specific submission: drawings, operating and maintenance manuals, safety program and procedures, startup procedures, instructions, schedules, guarantees, bonds and certificates of inspection which are to be provided by the contractor in accordance with the contract documents.
- Review and approve proposed installation and commissioning procedures.
- Coordinate and inspect the work of individual sub-contractors.
- Maintain journals of performance, drawing register and other records.
- Coordinate all construction work efforts with relevant counterparts.
- Maintain competent full-time staff at the project site to coordinate and provide technical observation of construction and general direction of the work and progress to the contractor on the project.

Phase IV: Defects and Liability Period (1 year after the completion of the civil works)

Key responsibilities include:

- during this period, the Consultant shall make its team available to provide input as required into the completion of *As-Built drawings* (to be consulted with UNDP and local

authorities) and to the preparation of project related final accounts and contractual close-out

- 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.
- Management of the defects period including management of snagging and handover of as built records.
- Close-out of all land and property issues.

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.
- 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.

III. EXPECTED OUTPUTS

This contract is expected to result in

1. Timely completion of public building which enable restoration of public market to affected communities
2. Community participation for the restoration of such infrastructure to better than customary national standards, with better disaster and climate change resilience
3. Through each subproject having its own environmental and social management plan, in line with the Programme's Environmental and Social Management Framework.
4. The Consultant's completion of supporting documents for tender:
 - b. The documentation shall include Bills of Quantities, the Technical Specifications, and the drawings compliant with UNDP best practice standards
 - c. The Consultant shall also produce a confidential priced Bill of Quantities for the use of UNDP in verifying the veracity and reasonableness of bids submitted

All documentation shall be both in English and Bahasa Indonesia.

IV. GENERAL RESPONSIBILITIES/REQUIREMENTS

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

1. Facilities provided by UNDP

No site facilities shall be provided by UNDP.

2. 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.

3. 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.

4. 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)
- Peraturan Menteri Pekerjaan Umum dan Perumahan Rakyat No. 05/PRT/M/2016 tentang Izin Mendirikan Bangunan Gedung
- Peraturan Menteri Pekerjaan Umum No. 25/PRT/M/2007 tentang Pedoman Sertifikat Laik Fungsi Bangunan Gedung
- Peraturan Menteri Pekerjaan Umum No. 24/PRT/M/2008 tentang Pedoman Pemeliharaan Bangunan Gedung
- Peraturan Menteri Pekerjaan Umum No. 26/PRT/M/2008 tentang Persyaratan Teknis tentang Proteksi Kebakaran
- Peraturan Menteri Pekerjaan Umum No. 30/PRT/M/2006 tentang Pedoman Teknis Fasilitas dan Aksesibilitas pada Bangunan Gedung dan Lingkungan
- SNI 1726:2012 Tata Cara Perencanaan Ketahanan Gempa untuk Struktur Bangunan Gedung dan Non-Gedung
- SNI 1727:2013 Beban Minimum untuk Perancangan Bangunan Gedung dan Struktur Lain
- SNI 2847:2013 Persyaratan Beton Struktural untuk Bangunan Gedung
- SNI 1729:2015 Spesifikasi untuk Bangunan Baja Struktural
- SNI 8460:2017 Persyaratan Perancangan Geoteknik.

UNDP

- Central Sulawesi/Lombok Programme for Earthquake and Tsunami Infrastructure Reconstructive Assistance (PETRA) – UNDP Proposal, 10 December 2018

- Environmental and Social Management Framework PETRA UNDP, Jakarta, April 2019

5. Institutional Arrangement

• **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 signing off by the industrial and Trade Office of District

• **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.

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

The report will cover the following:

- a. Meetings held with counterparts, contractors, etc.
- b. Progress reporting, delays, etc
- c. Staff employed by consultant, contractors, counterparts.
- d. Contractor's plant and equipment.
- e. Technical Issues.
- f. Challenges and means to resolve these.
- g. Security incidents.
- h. Completed, in-progress, delayed, envisaged, etc.

The final closing 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:

- Final Report: covering all details required in Phase I-IV of the Scope of Works (Section II)
- Performance Evaluation

The report shall 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.

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

- **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.)

- **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.)

- **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

V. DURATION OF THE WORK

- **Completion Date**

All works for contract secured by Invitation to Bid are expecting to be completed by 20 months upon effective date of the contract. Thus, all construction supervision shall also be completed by that period

Design work shall be completed within a period of 3 months from effective date of contract.

- **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 affected within thirty days of payment approval.

- **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.

VI. LOCATION OF WORK

- **Services Delivery Location**

The Consultant's services shall be delivered progressively at all 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

- **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

VII. CONSULTANT'S PREFERRED PROFILE

- **Type of Firm and Specialization Areas**

The preferred firm shall be primarily be an engineering/architectural consultancy, construction contractor or developer well experienced in the design and works contract supervision for Provincial public infrastructure development and restoration in post natural disaster recovery contexts

This experience shall have addressed a broad range of simple buildings infrastructure for: public administrative facilities and public markets. These essentially 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

- **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. For the good governance context, there is no history of blacklisted by UNDP and other international development institutions

- **Years of Experience**

The preferred firm shall demonstrate at least 6 years project management experience for multiple public building sites, with a significant geographical spread throughout the Indonesian archipelago. This shall include at least 3 years' experience in design and construction for public administrative building and public market.

- **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 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.

Moreover, the preferred firm must demonstrate a strong capacity for traumatized stakeholder engagement in multicultural participatory development team environment embracing

National/Provincial government agencies, education/health officials and community members. This will be a very demanding project which expects timely, high quality outcomes on all fronts.

- **Team Composition**

The preferred firms operative team members will be all field based with policy and oversight to be provided by an in-country Project Director based in a National capital city.

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.

- **Team Member Qualifications & Experience**

Position Name	Minimum Relevant Experience years	Minimum Education	Special Skills
Team Leader	6	Bachelor 's degree in Civil Engineering and/or Architecture	Project management for Public facilities & community engagement/ leadership
Design & Supervision Engineer	5	Bachelor's degree in Civil Engineering or Architecture	Architect or engineer, expert in public buildings/structures and national regulations/ standard. Plans & permits approvals.
CAD Draftsperson	3	Minimum Diploma (D-III) degree in Building Construction	Familiar with government drawing standards/ compliance packages
Mechanical and Electrical Engineer	3	Minimum Diploma (D-III) degree in Electrical Engineer	Familiar with mechanical and electrical appliances and set up design.
Environment and Social Specialist	3	Bachelor's degree in Environment Engineer or other related social degree	Familiar with environment issues. Plans and permits familiarity.
QA Inspector/ Clerk of Works	4	Minimum Bachelor degree in Civil Engineering, or Architecture	Disciplined quality/ timewise compliance. First point reporting of dispute issues.
Stakeholders Liaison	4	Minimum Bachelor degree in Management or any	Expert on public sector liaison and issues resolution protocols.

		business-related courses	Excellent communicator (both with government and communities rep)
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VIII. SCOPE OF PROPOSAL PRICE AND SCHEDULE OF PAYMENTS

No.	Title	Deliverables Duration	% of Total
1.	Inception report Comprising revised workplan, environmental management plan and risk assessment	1 month	10
2.	Design Services Final Design Reports and Final Tender Documents (Technical Specification, BOQ and DED); Government notice to proceed with tendering	2 months	30
3.	Pre-Construction and Bidding Support Services Provision of technical advice during the bidding process	2 months	10
4.	Construction Supervision for Sulawesi Tengah (90 days) Completion of Construction Supervision	3 months	45
5.	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 Substantial Completion of the civil works	5

- The Consultant is to also propose their own financial proposal, justified based on its experience of what can practicably be achieved. Preference will be given to proposals with faster completion, provided these are considered practical. Detailed explanation for any proposed variation is required.
- The Bidder 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.

IX. PROTOCOL PREVENTION COVID-19 IN DESIGN AND SUPERVISION CONSTRUCTION PROJECT

1. Introduction

- This protocol is intended as a general guide for owner/user/organizer with consultant and/or contractor, in preventing COVID-19 outbreak in the design and supervision of construction project.
- This protocol is part of the overall policy to realize the safety of design and supervision of construction. Safety of construction is occupational safety and health; Public safety; and safety of the environment in every phase of design and supervision of construction.
- Each stakeholder in a construction project can follow up on the implementation of this Protocol following their respective company/agency policies.

2. Prevention of COVID-19

Members of consultant/contractor have the duties and responsibilities to:

- Learn and undergone standard health check procedure and condition in prior to team deployment in the field.
- Provide method/procedure of implementing COVID-19 prevention in the field.
- Monitoring the health conditions of workers and controlling the mobilization/demobilization of workers.
- Provisions of personal protection equipment (PPE) for the workers.
- Report to the Supervision Consultant and UNDP if a positive worker and Patient Under Supervision (PDP) status has been found and recommends temporary suspension of activities.

3. Identification of COVID-19 Hazard Potential in the field

- Coordinating with local authority or COVID-19 Task Force on conformity or identification of potential project location risks and follow up on the reconstruction process.
- Locating health facilities referral in the field with COVID-19 treatment protocol issued by the Government.
- If implementation of design and supervision of construction services identified:
 - Has a risk due to the location of project at the epicenter of contagion.
 - Positive workers and patient under supervision (PDP) found
 - The Head of the Ministry/Institution/Agency/Regional Head has issued a regulation to stop activities due to force majeure temporarily

Then the Consultant/contractor may be suspended temporarily from work due to Force

- Termination of Consultancy/construction Services, as referred to in letter (a) above, is carried out under the provisions in Appendix II, which are an integral part of this Ministerial Instruction.

- e. In the case of the Implementation of Construction Services because of nature and urgency, it must be carried out as part of the handling of the social and economic impacts of COVID-19, the Construction Services continued with the following provisions:
 - Obtain approval from the Minister of Public Works and Public Housing
 - Implement the COVID-19 prevention protocol with high discipline and regularly reported by the Prevention Task Force COVID-19
 - Temporarily stop when there is a conformity of health facilities in the field with COVID-19 treatment protocol issued by the government

4. Provision of health facilities in the field

- a. The Consultant/contractor are required to provide additional facilities, including handwashing (water, soap, and hand sanitizers), tissues, masks at the office or field for all workers and guests; and
- b. The Consultant/contractor are required to provide vaccines (if applicable), vitamins, and additional nutrients to increase worker immunity

5. Implementation of COVID-19 Prevention in the field

- a. The Consultant/contractor installed posters (flyers) both digital and physical about the appeal/recommendations for COVID-19 prevention to be disseminated or installed in strategic places at its office.
- b. The Consultant/contractor representative must submit explanations, suggestions, campaigns, and promotion of COVID-19 prevention techniques in each morning safety event (safety morning talk)
- c. The Consultant/contractor prohibits people (all workers) who indicated to have a body temperature of 38 degrees Celsius from coming to the job site
- d. If a worker finds in the field as a COVID-19 Patient Under Supervision (PDP), the work must be stopped temporarily by the Service User or Service Provider for at least 14 working days
- e. Medical Officers are assisted by the Security Unit to evacuate and spray disinfectants on all worksites, facilities, and equipment; and
- f. Temporary termination carried out until the evacuation and disinfectant spraying process, as well as the implementation of health checks and isolation of workers who have made physical contact with workers exposed, have finished.

For all workers, regardless of specific exposure risks, it is always a good practice to:

- Frequently wash hands with soap and water for at least 20 seconds. When soap and running water are unavailable, use an alcohol-based hand rub with at least 60% alcohol. Always wash hands that are visibly soiled.
- Avoid touching eyes, nose or mouth with unwashed hands.
- Practice good respiratory etiquette, including always wearing a mask.
- Avoid close contact with other people.
- Stay home if sick.
- Recognize personal risk factors.

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	<input checked="" type="checkbox"/>
▪ Form B: Bidder Information Form	<input checked="" type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input checked="" type="checkbox"/>
▪ Form D: Qualification Form	<input checked="" type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input checked="" type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input checked="" type="checkbox"/>

Financial Proposal Envelope

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

▪ Form F: Financial Proposal Submission Form	<input checked="" type="checkbox"/>
▪ Form G: Financial Proposal Form	<input checked="" type="checkbox"/>

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

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> 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)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> 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
	Information from Balance Sheet		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Information from Income Statement		
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	<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> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

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:	Select 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 months	Total Amount
		A	B	C = A x B
I. <u>INCEPTION AND DESIGN</u>				
	Team Leader		3	
	Design and Supervision Engineer		3	
	CAD Draft Person		3	
	Mechanical and Electrical Engineer		3	
	Environment and social Specialist		3	
	Stakeholders Liaison		3	
Sub Total:				
II. <u>PRE-CONSTRUCTION & BIDDING</u>				
	Team Leader		2	
	Design and Supervision Engineer		2	
	CAD Draft Person		2	
	Mechanical and Electrical Engineer		2	

	Environment and social Specialist		2	
			Sub Total:	
III. CONSTRUCTION SUPERVISION				
	Team Leader		3	
	Design and Supervision Engineer - 1		3	
	CAD Draft Person - 1		3	
	Mechanical and Electrical Engineer		3	
	Environment and social Specialist		3	
	QA Inspector/Clerk of Works - 1		3	
	Stakeholders Liaison		3	
			Sub Total:	
IV. DEFECT LIABILITY PERIOD				
	Team Leader		4	
	Design and Supervision Engineer		4	
	Mechanical and electrical Engineer		4	
	QA Inspector		4	
	CAD Draft Person - 1		4	
	CAD Draft Person - 2		4	
			Sub Total:	
Subtotal Professional Fees:				

Note:

The positions and numbers of month in table 2 are only **minimum indicative** to show the required personnel and person months to perform the works. It is up to the bidder to add necessary items based on bidder's professional judgments and experience to match with the technical proposal. The proposal that does not meet the minimum indicate of the required personnel and person months will be **disqualified**.

Table 3: Breakdown of Other Costs

No.	Description	UOM	Qty.	Freq.	Unit Price	Total Amount
<u>I. DESIGN STAGE</u>						
<u>A. Travel Cost</u>						
1.	Flight to Palu (Team Leader, Design and Supervision Engineer, Mechanical Electrical Engineer, Environmental Specialist, CAD Draft Person, & Stakeholder Liaison)	Person-Trip	6	2		
<u>B. Lodging and Allowance</u>						
1.	<u>Hotel</u>					

	1.) Team Leader, Environm. Spec. & Mech. Electr. Engineer	Person-day	3	20		
	2.) Design and Supervision Engineer, CAD Draft Person.	Person-day	2	30		
	3.) Stakeholder Liaison	Person-day	1	40		
2.	<u>Allowance</u>					
	1.) Team Leader, Environm. Spec. & Mech. Electr. Engineer	Person-day	3	20		
	2.) Design and Supervision Engineer, CAD Draft Person.	Person-day	2	30		
	3.) Stakeholder Liaison	Person-day	1	40		
<u>C. Transport</u>						
1.	Car Rental (incl. driver & fuel) in Jakarta	Unit-month	2	3		
2.	Car Rental (incl. driver & fuel) in Palu	Unit-month	2	3		
<u>D. Offices Space, Operational, Stationaries & Communications</u>						
1.	Head Office Operational (Jakarta)	Ls-month	1	3		
2.	Palu Office (Rent complete w. furnitures)	Ls-month	1	3		
3.	Palu Office Operational (incl. Office Manager, Security & OB/G)	Ls-month	1	3		
<u>E. Office Equipment (Computer / Printers etc.)</u>						
1.	Computer Desktop & Laptop	Ls-month	6	1		
2.	Printers A3 & A4	Ls-month	2	1		
3.	LCD Projector & Camera	Ls-month	2	1		
<u>F. Rental Engineering Tools</u>						
1.	Teodolite TS, Waterpass, & others	Lumpsum	1	1		
2.	GPS & others	Lumpsum	1	1		
<u>G. Survey & Investigation</u>						
1.	Topographic Survey	Lumpsum	1	1		
2.	Soil testing, Water testing, & others	Lumpsum	1	1		
<u>H. Reports and Documentation (Printed materials & soft copy)</u>						
1.	Preliminary Report	Lumpsum	1	1		

2.	Concept design	Lumpsum	1	1		
3.	Detail Engineering Design	Lumpsum	1	1		
4.	Monthly / Regular Report	Lumpsum	1	1		
<u>I. Other Cost</u>						
1.	(Describe, incl. Unit, quantity & cost)	.....	.....	.....
2	(Describe, incl. Unit, quantity & cost)	.....	.....	.....
		Sub Total Design Stage				
<u>II. PRE-CONSTRUCTION & BIDDING STAGE</u>						
<u>A. Transport</u>						
1.	Car Rental (incl. driver & fuel) in Jakarta	Unit-month	2	2		
<u>B. Offices Space, Operational, Stationaries & Communications</u>						
1.	Jakarta Office Operational	Ls-month	1	2		
<u>C. Reports and Documentation (Printed materials)</u>						
1.	Document and drawing revisions	Lumpsum	1	1		
2.	Tender Report	Lumpsum	1	1		
3.	Monthly / Regular Report	Lumpsum	1	1		
<u>D. Other Cost</u>						
1.	(Describe, incl. Unit, quantity & cost)	.....	.....	.....
2	(Describe, incl. Unit, quantity & cost)	.....	.....	.....
Sub Total Pre-Construction & Bidding Stage						
<u>III. SUPERVISION STAGE</u>						
<u>A. Mobilization/demobilization & Travel Cost</u>						
1.	Mobilization/demobilization to Palu (Team Leader)	Lumpsum	1	1		
2.	Mobilization/demobilization to Palu (Design and Supervision Engineer, Environment Specialist, and Mechanical Electrical Eng.)	Lumpsum	3	1		
3.	Mobilization/demobilization to Palu (CAD Drafters)	Lumpsum	1	1		

4.	Mobilization/demobilization to Palu (Stakeholder Liaison)	Lumpsum	1	1		
5.	Mobilization/demobilization to Palu (QA Inspectors)	Lumpsum	1	1		
<u>B. Lodging and Allowance</u>						
1.	<u>Housing and Room Rent</u>					
	1.) Describe, incl. unit, quantity and cost	.....	.....	.....
	2.) Describe, incl. unit, quantity and cost	.....	.....	.....
	3.) .....	.....	.....	.....
	4.) .....	.....	.....	.....
2.	<u>Allowance</u>					
	1.) Describe, incl. unit, quantity and cost	.....	.....	.....
	2.) Describe, incl. unit, quantity and cost	.....	.....	.....
	3.) .....	.....	.....	.....
	4.) .....	.....	.....	.....
<u>C. Local Transport</u>						
1.	Car Rental (Describe the quantity and cost)	Unit-month		3		
2.	Motorcycle Rental (Describe the quantity and cost)	Unit-month		3		
<u>D. Offices Space, Operational, Stationaries & Communications</u>						
1.	Jakarta Office Operational (Describe quantity and cost)	Ls-month		3		
2.	Palu Office Operational (Describe quantity and cost)	Ls-month		3		
<u>E. Office Equipment (Computer / Printers etc.)</u>						
1.	Computer Desktop & Laptop	Ls-month	1	3		
2.	Printers A3 & A4	Ls-month	1	3		
3.	LCD Projector & Camera	Ls-month	1	3		
<u>F. Rental Engineering Tools</u>						
1.	Teodolite TS, Waterpass, & others	Lumpsum				

2.	GPS & others	Lumpsum				
<u>G. Reports and Documentation (Printed materials)</u>						
1.	Weekly & Monthly Report	Ls	1	3		
2.	Progress and Claim Report	Ls	1	3		
3.	Final Report	Ls	1	1		
<u>H. Other Cost</u>						
1.	(Describe, incl. Unit, quantity & cost)	.....	.....	.....
2	(Describe, incl. Unit, quantity & cost)	.....	.....	.....
3	.....	.....	.....	.....
Sub Total Construction Supervision Stage						
<u>IV. DEFECT LIABILITY PERIOD</u>						
<u>A. Travel Cost</u>						
1.	Flight to Palu (Team Leader, and Design and Supervision Engineer)	Person-Trip	2	2		
2.	Flight to Palu (Mechanical Electrical Engineer, and QA inspector)	Person-Trip	2	2		
3.	Flight to Palu (CAD Draft Person)	Person-Trip	2	2		
<u>B. Lodging and Allowance</u>						
1.	<u>Hotel</u>					
	1.) Team Leader, QA Inspector	Person-day	2	10		
	2.) Mechanical Electrical Engineer	Person-day	1	10		
	3.) CAD Draft Person & Design and Supervision Engineer	Person-day	2	20		
2.	<u>Allowance</u>					
	1.) Team Leader, QA Inspector	Person-day	2	10		
	2.) Mechanical Electrical Engineer	Person-day	1	10		
	3.) CAD Draft Person and Design and Supervision Engineer	Person-day	2	20		
<u>C. Local Transport</u>						
1.	Car Rental (Describe the quantity and cost)	Unit-month	1	2		

<u>D. Offices Space, Operational, Stationaries & Communications</u>						
1.	Jakarta Office Space	Ls-month	1	2		
<u>E. Rental Engineering Tools</u>						
1.	Teodolite TS, Waterpass, & others	Lumpsum				
2.	GPS & others	Lumpsum				
<u>F. Reports and Documentation (Printed materials)</u>						
1.	Regular and Quarterly Report	Ls	1	4		
2.	Defect Period Claim Report	Ls	1	1		
3.	Final Report	Ls	1	1		
<u>G. Other Cost</u>						
1.	(Describe, incl. Unit, quantity & cost)	.....	.....	.....
2.	(Describe, incl. Unit, quantity & cost)	.....	.....	.....
3.	.....	.....	.....	.....
Sub Total Defect Liability Period						
Subtotal Other Costs:						

Note:

The items, description and quantities in table 3 are only **minimum indicative** to show the required activities and resources to perform the works. It is up to the bidder to add necessary items based on bidder's professional judgments and experience to match with the technical proposal.

Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	Professional Fees	Other Costs	Total	Percentage
<u>Deliverable 1:</u> Inception Report				
<u>Deliverable 2:</u> Design services				
<u>Deliverable 3:</u> Pre-construction and bidding support services				
<u>Deliverable 4:</u> Construction Supervision				
<u>Deliverable 5:</u> Defects liability period				