

United Nations Development Programme



REQUEST FOR PROPOSAL

Consultant to Develop the Peat Ecosystem Protection and Management Plan Documents for Riau Province

RFP No.: RFP/UNDP/SPOI/122778/036/2020

Project: Sustainable Palm Oil (SPOI)

Country: Indonesia

Issued on: 16 December 2020

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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

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:

Sestyo Ndaru Wicaksono

Name: Sestyo Ndaru Wicaksono

Title: Procurement Assistant

Date: **December 16, 2020**

Approved by:

dfw

Name: Martin Stephanus Kurnia

Title: Head of Procurement Unit

Date: **December 16, 2020**

SECTION 2 . INSTRUCTION TO BIDDERS

A. GENERAL PROVISIONS	
1. <i>Introduction</i>	<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. <i>Fraud & Corruption, Gifts and Hospitality</i>	<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. <i>Eligibility</i>	<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</p>

	employees meet the eligibility requirements as established by UNDP.
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 as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
B. PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected</p>

<i>of Proposal</i>	or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
<i>7. Language</i>	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.
<i>8. Documents Comprising the Proposal</i>	8.1 The Proposal shall comprise of the following documents: <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
<i>9. Documents Establishing the Eligibility and Qualifications of the Bidder</i>	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.
<i>10. Technical Proposal Format and Content</i>	<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>
<i>11. Financial Proposals</i>	<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>
<i>12. Proposal Security</i>	<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</p>

	<p>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>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event that the successful Bidder fails:</p> <p>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>
<i>13. Currencies</i>	<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>
<i>14. Joint Venture, Consortium or Association</i>	<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</p>

	<p>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> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <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 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>
<i>15.Only One Proposal</i>	<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.
<i>16.Proposal Validity Period</i>	<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>

<p><i>17.Extension of Proposal Validity Period</i></p>	<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>
<p><i>18.Clarification of Proposal</i></p>	<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>
<p><i>19.Amendment of Proposals</i></p>	<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>
<p><i>20.Alternative Proposals</i></p>	<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>
<p><i>21.Pre-Bid Conference</i></p>	<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</p>

	specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.
C. 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	<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"> a) 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. b) 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>
Email Submission	<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

eTendering submission	<p>different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.</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>
23. Deadline for Submission of Proposals and Late Proposals	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
24. Withdrawal, Substitution, and Modification of Proposals	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "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</p>

	<p>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>
<i>25.Proposal Opening</i>	<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>
D. EVALUATION OF PROPOSALS	
<i>26.Confidentiality</i>	<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>
<i>27.Evaluation of Proposals</i>	<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> <ol style="list-style-type: none"> Preliminary Examination Minimum Eligibility and Qualification (if pre-qualification is not done) Evaluation of Technical Proposals Evaluation of Financial Proposals
<i>28.Preliminary Examination</i>	<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>
<i>29.Evaluation of Eligibility and Qualification</i>	<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> <ol style="list-style-type: none"> 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; They have a good financial standing and have access to adequate financial resources to perform the contract and all existing

	<p>commercial commitments,</p> <p>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;</p> <p>d) They are able to comply fully with UNDP General Terms and Conditions of Contract;</p> <p>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</p> <p>f) They have a record of timely and satisfactory performance with their clients.</p>
<p><i>30. Evaluation of Technical and Financial Proposals</i></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> <p><u>Rating the Technical Proposal (TP):</u></p> <div style="border: 1px solid black; padding: 10px;"> <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><i>31. Due Diligence</i></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</p>

	<p>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.
<i>32. Clarification of Proposals</i>	<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> <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.</p>
<i>33. Responsiveness of Proposal</i>	<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>
<i>34. Nonconformities, Repairable Errors and Omissions</i>	<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

	<p>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;</p> <p>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</p> <p>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> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
<i>35.Right to Accept, Reject, Any or All Proposals</i>	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.
<i>36.Award Criteria</i>	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.
<i>37.Debriefing</i>	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.
<i>38.Right to Vary Requirements at the Time of Award</i>	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.
<i>39.Contract Signature</i>	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.
<i>40.Contract Type and General Terms and Conditions</i>	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
<i>41.Performance Security</i>	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

	<p><u>POPP DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20Form.docx&action=default</u> 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.</p>
<i>42. Bank Guarantee for Advanced Payment</i>	<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</p> <p><u>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</u></p>
<i>43. Liquidated Damages</i>	<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>
<i>44. Payment Provisions</i>	<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>
<i>45. Vendor Protest</i>	<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:</p> <p><u>http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</u></p>
<i>46. Other Provisions</i>	<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:</p> <p><u>http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</u></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	<p>Will be Conducted Date and Time: December 21, 2020 2:00 PM Venue: Zoom Online Meeting Meeting ID: 688 956 8463 Password: 834738</p> <p>The UNDP focal point for the arrangement is: Yusef Saiful m. and Hashed Alnasef E-mail: yusef.millah@undp.org / hashed.alnasef@undp.org</p>
5	16	Proposal Validity Period	120 days
6	12	Bid Security	Not Required
7	42	Advanced Payment upon signing of contract	Not Allowed
8	43	Liquidated Damages	<p>Will be imposed as follows: Percentage of contract price per day of delay: 0,1%</p>

			Max. number of days of delay 60 working days, after which UNDP may terminate the contract.
9	41	Performance Security	Not Required
10	13	Currency of Proposal	USD for international consultant; IDR for Local consultant
11	18	Deadline for submitting requests for clarifications/questions	3 working days before the submission deadline
12	32	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Yusef Saiful m. and Hashed Alnasef E-mail: yusef.millah@undp.org / hashed.alnasef@undp.org <u>Mandatory Email Subject:</u> RFP/UNDP/SPOI/122778/036/2020
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, e-Tendering, and Posting on the website
14	23	Deadline for Submission	Please refer to the etendering system with event ID: IDN10 7932 For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Proposals	<input type="checkbox"/> Courier/Hand Delivery <input type="checkbox"/> Submission by email <input checked="" type="checkbox"/> e-Tendering
15	22	Proposal Submission Address	https://etendering.partneragencies.org <u>Insert BU Code and Event ID number: IDN10 7932</u>
16	22	Electronic submission (email or 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. ▪ <u>Password for financial proposal must not be provided to UNDP until requested by UNDP</u> ▪ Max. File Size per transmission: Not Applicable ▪ Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: N/A

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>January 25, 2021</i>
19		Maximum expected duration of contract	10 months
20	35	UNDP will award the contract to:	One Proposer Only
21	40	Type of Contract	<p>Contract for Goods and Services on behalf of UN Entities</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
22	40	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Professional Services</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
23		Other Information Related to the RFP	<p>Contract effectiveness is linked below mentioned condition: Upon contract signing by both parties</p> <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 e-Tendering system will automatically be disqualified.</u></p>

SECTION 4. EVALUATION CRITERIA

Preliminary Examination Criteria

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

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

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB 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	Five (5) relevant projects within ten (10) years on peatland/ peat ecosystem management, sustainable landscape approach, land use plan and sustainable forest management related work	Form D: Qualification Form
	Minimum 2 contracts of similar value, nature and complexity implemented over the last 5 years.	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.

	<i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	
Financial Standing	Minimum average annual turnover of USD250,000 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Any additional criteria if required	

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	350
2.	Proposed Methodology, Approach and Implementation Plan	300
3.	Management Structure and Key Personnel	350
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Five (5) relevant projects within ten (10) years on peatland/ peat ecosystem management, land use plan and sustainable forest management related work	30
1.2	Two (2) relevant projects within five (5) years' experience in facilitating the regional plan documents development including spatial plan, programmatic plan, action plan and/ or budget plan for the government (both national and sub-national)	30
1.3	Experience in conducting part by part activities and/or reviews and evaluations in the peat ecosystem management plan related activities in Indonesia and a demonstrated understanding of political socio-economy issues in the peatland management	50
1.4	Experience develop program, action, and set the target on sustainable landscape project (particularly on ecology, economy, and social aspects) at the national and sub-national level with a minimum timeline of one year.	50
1.5	Experience generating data to demonstrate program effects for different program	30
1.6	Experience of review and evaluation of sustainable development agendas at the national level or national entities as well as at the subnational level	50
1.7	Experience in outreach and advocacy communications	40
1.8	Experience to develop clear, concise, and simple in dealing with all audiences in regard to peat ecosystem management plan. Ability to communicate effectively complex ideas to a non-specialist audience and to vested interest audience is a must	70
Total Section 1		350

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	The technical proposal considers multi-stakeholder approach	80
2.2	Expected travel and/or activities meet minimum requirement as elaborated in the TOR	70
2.3	Methodology is clearly detailed in accordance with Ministry of Environment and Forestry's Regulation No. 60/2019 and Minister of Environment and Forestry's Decree No. 246/2020	100
2.4	Assessment of the implementation plan (timeline, activities, etc.) proposed	50

	including whether the activities are properly sequenced and if these are logical and realistic	
Total Section 2		300

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	Composition and structure of the team proposed are meeting the minimum requirement as outlined in the TOR		40
3.2	Qualifications of key personnel proposed		
3.2 a	Team Leader		70
	- Educational background	10	
	- Management skill	25	
	- Technical experience	15	
	- Stakeholder engagement skill	20	
3.2 b	Planning & Policy Expert		50
	- Educational background	10	
	- Technical experience	20	
	- Governance skill	20	
3.2 c	Hydrological Services Expert		40
	- Educational Background	10	
	- Technical experience	30	
3.2 d	Disaster and Climate Risk Governance Expert		40
	- Educational Background	10	
	- Technical Experience	30	
3.2 e	Biodiversity Specialist		25
	- Educational background	5	
	- Technical Experience	20	
3.2 f	Economist Specialist		25
	- Educational background	5	
	- Technical Experience	20	
3.2 g	Sociologist Specialist		25
	- Educational background	5	
	- Technical Experience	20	
3.2 h	GIS/Remote Sensing Specialist		25
	- Educational background	5	
	- Technical Experience	20	

3.2 I	Admin and Finance		10
	- Educational Background	5	
	- Experience	5	
Total Section 3			350

SECTION 5. TERMS OF REFERENCE

Term of Reference (TOR) **Consultant to Develop the Peat Ecosystem Protection and Management Plan** **Documents for Riau Province**

A. Background

Oil palm plantations were introduced in Southeast Asia at the beginning of the 20th century, mainly in Malaysia and Indonesia, where their extent has increased with the decline of the rubber market. In 2018, oil palm was the largest contributor to Indonesia's GDP from agriculture, livestock, and agricultural services which accounts for approximately 35% with US\$ 28,1 billion or Rp 393,4 trillion as the total amount for export (DGE 2019). In addition, plantation sub-sector also contributes in various economic aspects, such as develop the national economy through high number of investment; improve the national agriculture commodity's balance of trade; become the source of foreign exchange particularly for export commodity; increase the state's income from customs, export taxes and exit duties; provide food stock and industrial raw materials; improve employment rate; and provide renewable biofuels and bioenergy.

This shows that the benefits and apparently positive economic impact of this commodity are huge. Today, Indonesia is the largest grower of oil palm in the world, and its production is expected to continue to increase in the near future. The country achieved this through rapid agricultural expansion over the last 15 years, 70% of which occurred at the expense of primary and secondary forests. This phenomenon of sudden land conversion for oil palm threatens Indonesia's vast but dwindling rainforests in the world, particularly in Sumatera, Kalimantan and Papua. The key development challenge here is: how to expand production of key agricultural commodities—which are in high demand due to expanding populations, rising incomes and low substitutability—without further imposing the kinds of external costs such as environmental degradation, forest and biodiversity loss, and increased greenhouse gas emissions. Success in meeting this challenge will require change that transforms commodity production (as well as demand and finance) from its current form, which is often unsustainable, to a more inclusive form that ensures greater social, economic and environmental sustainability.

Indeed, there is a significant loss of ecosystem services in landscapes modified by oil palm plantations compared with previous land uses, such as primary forests and peatlands. For instance, the peatland has carbon-rich ecosystem and important socio-economic values as well as provides valuable ecological services, including controlling and mitigating global climate change. In the last decade, the European Union and the USA have enacted renewable energy policies that have promoted the use of biofuels for reducing anthropogenic CO₂ emissions to combat climate change. This show that palm oil is a highly controversial topic in the Western World and mostly linked to deforestation and CO₂ Emissions that the EU attempts to address.

To address the concern of the international community, the Government of Indonesia (GoI) has taken steps towards building a greener economy that promotes growth, equity, improved livelihood and environmental integrity including in the palm oil sector. Aiming to support the government's actions, UNDP has been working together with the Indonesian Ministry of Agriculture to achieve the country's goals of sustainable palm oil production through the implementation of various initiatives, both at the national and landscape levels, such as, among others, the UNDP-managed and Global Environment Facility-funded project, Support to Reduced Deforestation from Commodity Production, (hereafter the 'Production project').

The Production project is a child project under the UNDP-GEF 6 Good Growth Partnership program – Taking Deforestation out of Commodity Supply Chains. The ultimate objective of the program is to reduce the global impacts of agriculture commodities on GHG emissions and biodiversity by meeting the growing

demand of the commodities such as palm oil in Indonesia and Liberia through supply that does not lead to deforestation and related GHG emissions. Specifically, the Production project is encouraging sustainable practices for oil palm in these countries while conserving forests and safeguarding the rights of smallholder farmers and forest-dependent communities. The Production project comprises of four components: (1) dialogue, action planning, policies and enforcement, (2) farmer support systems, and (3) land use mapping and planning, and (4) knowledge management. Interventions under the four project components above are supporting the GoI to achieve sustainable palm oil. At the sub-national level, the project is being piloted in three provinces – North Sumatera, Riau and West Kalimantan, and three landscapes – South Tapanuli, Pelalawan and Sintang districts.

As one of the GGP's pilot provinces, Riau has an extensive peat area within the province. The data from Ministry of Environment and Forestry (2020) shows that 57 of peat hydrological areas are located in Riau Province, which amounts to 5,3 million hectares. 2,6 million hectares of peat areas are located in protected area whereas the remaining are located in cultivation area. Furthermore, based on the overlay analysis with MoEF land cover data, it is found that most of the peat area is utilized for plantation (particularly companies and smallholders' plantation) which amounts to 2 million hectares of total peat area. This shows that Riau Provincial Peat Protection and Management Plan will enable the development of corrective policy and action plan for more than 2 million hectares of plantation towards sustainable practices.

To further support the peat protection effort, the Indonesian government issued Ministry of Environment and Forestry Regulation No. 60/2019 concerning Guidelines on the Development, Establishment and Revision of Peat Protection and Management which stipulated the requirement to develop peat protection and management plan at each district. This regulation is further supported through Ministry of Environment and Forestry's Decree No. 246/2020 concerning Peat Protection and Management National Plan for 2020-2040. This shows that the Indonesian government is taking proactive measures to protect the unique peat ecosystem at a national level.

Aiming to improve the peat governance, UNDP through GGP will support the Riau Government to develop the Provincial Peat Ecosystem Protection and Management Plan that is mandated by Government Regulation 71/2014 jo Government Regulation 57/2016. The document is intended to be a reference for the systematic and integrated implementation of protection and management of peat ecosystems in Riau Province. This is because the effects of previous policy interventions on peatland management remains uncertain due to the lack of assessment of how these peatland policies and regulations are implemented by peatland users in a specific locality. A new practice that is prescribed by policy or regulation is not automatically accepted and adopted in all localities. Adoption may vary across actors, organizations and locations and occur through phases of conflict and cooperation.

The United Nations Development Programme (UNDP) in Indonesia is seeking proposals from firms or organizations to supply a package of services on developing District Peat Ecosystem Protection and Management Plan for Riau Province in support of work in Indonesia on a global project on "Reducing Deforestation on Commodity Production", managed by UNDP and funded by the Global Environment Facility. More of activities including FDGs and workshops under this ToR are to be carried out in Riau Province.

B. Objective

The project aims to support the Riau government to develop the Provincial Peat Ecosystem Protection and Management Plan. In this context, a Service Provider will be contracted to develop:

1. A preliminary report on actual condition of peat ecosystem area in Riau Province and its implication for environment, social and economy of surrounding community.
2. A final report on formulation of a Peat Ecosystem Protection and Management Plan.
3. A final draft regulation (Provincial Regulation/Governor Regulation/ Governor Decree) on Peat

C. Scope of Work

The Service Provider will be expected to carry out and responsible for logistical arrangements and costs associated with the following tasks:

1. A preliminary report on actual condition of peat ecosystem area in Riau Province and its implication for environmental services, with following detail on:
 - a. The formation of the drafting team, work team Decree (UNDP will assist the service provider to get a decree from the governor), work plan and analysis of data availability and needs;
 - b. Conduct studies on synchronization of Riau Provincial Spatial Plan as well as with District(s) spatial plan around Riau Province, forest function (designated forest area), peat ecosystem functions maps and other maps (such as: land rights/permits, moratorium, open access, allocation of social forestry, land use, land cover, and forest/land fire) to identify the existing condition of peat ecosystem within Riau Province;
 - c. Carry out a ground check to invent: (i) facilities and infrastructure of peat ecosystems, (ii) ecosystem vulnerability to climate change, (iii) land use, (iv) population distribution, (v) local wisdom, (vi) community conditions, (vii) peat ecosystem damage, (viii) potential natural resources, (ix) peat management institutions, programs, activities and funding. The ground check should be undertaken in 9 (nine) priority districts of Riau Province, which are (a) Bengkalis, (b) Indragiri Hilir, (c) Indragiri Hulu, (d) Kampar, (e) Kota Dumai, (f) Kota Pekanbaru, (g) Rokan Hilir, (h) Rokan Hulu, and (i) Siak.
 - d. Conduct one-on-one meetings to obtain data and information to relevant institutions that have been involved and have programs in the management of peat ecosystems in site level; and
 - e. Compile dataset and conduct analysis to understand: (i) the existing condition of peat ecosystem; (ii) potential of peat ecosystems includes natural resource and environmental service; (iii) peat ecosystem challenges and/or strategic issues, consist of: economic strategic issues, social strategic issues, environmental strategic issues; and (iv) implications of peat ecosystem for environment, social and economy of the surrounding community.
2. A final report on formulation of Riau Province Peat Ecosystem Protection and Management Plan, with following detail on:
 - a. Develop a recommendation based on existing condition, challenges, strategic issue, and potential of peat ecosystem, consist of:
 1. peat ecosystems utilization plan (for protected and cultivation function);
 2. peat ecosystem damage controlling plan (consist of preventing, mitigating and recovering plan);
 3. peat ecosystem maintenance plan (the peat ecosystem reserve plan and preservation of the function plan); and
 4. climate change mitigation and adaptation plans;
 - b. Conduct a Public Consultation to obtain input from several institutions in order to improve the substance of program recommendations, activities and targets; and
 - c. Develop programs, actions and targets on peat ecosystem management in accordance with the four (4) plans above.
3. A final draft regulation (Provincial Regulation/Governor Regulation/Governor Decree) on Peat Ecosystem Protection and Management Plan in Riau is legalized, with following detail on:
 - a. Conduct a policy analysis of peat land management, consists of at least:
 - sector and regional policies (development plan),

- functions, duties and authorities of institutions related to the protection and management of peat ecosystems,
 - institutional arrangement (mechanism of work relations between institutions) related to the protection and management of peat ecosystems;
- b. Develop a policy brief and/or policy arrangement on peat ecosystem protection and management plan in Riau Province;
 - c. Develop a draft regulation of peat ecosystem protection and management plan in Riau Province;
 - d. Form a technical group using a multi-stakeholder approach. The technical group consists of representatives from peat experts, practitioners, District and Provincial governments, companies and communities who will be assigned to compile and approve the substance of the proposed draft regulations to be in accordance with recommendations for approved peat ecosystem protection and management plans above;
 - e. Conduct FGDs of technical group to discuss: (1) objectives and goals, (2) strategy, (3) policy direction, and (4) programs, activities and targets;
 - f. Convene a public consultation inviting all stakeholders to obtain inputs for the regulatory framework and policy direction from public, which are outlined in the draft regulation; and
 - g. Conduct FGDs with provincial and national government to harmonize and obtain approval of the draft regulation for the legalization;
 - h. Assist Provincial Environment and Forestry Office to submit the draft regulation to the Legal Bureau;
 - i. Convene a meeting with Provincial Environment and Forestry Office and Legal Bureau to legalize the regulation.

D. Approach and Methodology

The Service Provider should meet the requirement in Ministry of Environment and Forestry's Regulation No. 60/2019 concerning Guidelines on the Development, Submission and Revision of Peat Ecosystem Protection and Management Plan. Furthermore, as part of the guidelines, the Service Provider should refer to Minister of Environment and Forestry's Decree No. 246/2020 concerning Peat Ecosystem Protection and Management National Plan Year 2020-2049.

A multi-stakeholder approach must be employed in every step of the process. Primary data collection should be carried out at 9 (nine) priority districts of Riau Province through ground check, one-on-one meeting with key stakeholders, focus group discussion (FGD) as well as public consultation. Meanwhile secondary data collection should be obtained through spatial and statistic data. The secondary data should prioritize the official data provided by government representatives. In case the government is unable to provide its official data, the Service Provider may collect science-based data from other institutions.

The suggested arrangement for one-on-one meetings, FGDs, Public Consultation and travel, please refer to the **Attachment 1**.

E. Expected Outputs

The Service Provider will be expected to produce the below deliverables.

Deliverable	Item	Timeline
1	Develop work plan and refine the research's methodology in accordance with Ministry of Environment and Forestry's Regulation No. 60/2019	2 weeks from contract signing

Deliverable	Item	Timeline
2	Develop preliminary report on actual condition of peatland area in Riau Province and its implication for environment, social and economy	4 months from contract signing
3	A final report on formulation of a peat ecosystem protection and management plan	3 months from submission of the first deliverable
4	A final draft regulation (Provincial Regulation/Governor Regulation/ Governor Decree) on peat ecosystem protection and management plan in Riau is legalized	3 months from submission of the second deliverable

The report should be presented both in Bahasa Indonesia and English. However, the final draft regulation report should be presented in Bahasa Indonesia.

F. Key Performance Indicators and Service Level

Key Performance Indicators of this activity include the following:

Deliverable	Activity	Key Performance Indicators (KPI)
1	<ul style="list-style-type: none"> Develop work plan for Riau Peat Protection and Management Plan Refine the methodology in accordance with Ministry of Environment and Forestry's Regulation No. 60/2019 	<ul style="list-style-type: none"> Work plan and methodology are approved by Environment and Forestry Office, Riau Province and UNDP The refined methodology meets the requirements as outlined in the Ministry of Environment and Forestry's Regulation No. 60/2019.
2	<ul style="list-style-type: none"> Formulation of drafting team Ground check at 9 priority districts in Riau One-on-one meetings are carried out with key stakeholders Develop preliminary report on actual condition of peatland area in Riau Province and its implication for environment, social and economy 	<ul style="list-style-type: none"> The technical team on the development of regulation on Riau Peat Protection and Management Plan is legalized by Riau Governor's Decree Primary data on peat ecosystem existing condition (bio-physic, land rights, permits, land use, land cover and other required data in accordance with the guideline) are collected. Secondary data from the key stakeholders is collected. Primary and secondary data are analyzed and outline in the report.
3	<ul style="list-style-type: none"> FGD to cross-check the primary data collected during ground check is carried out with key stakeholders FGD to finalize the recommendation is carried out with key stakeholders. Public consultation to socialize and obtain feedback of the recommendation is carried out with 	<ul style="list-style-type: none"> All primary and secondary data collected from the field are presented, clarified and endorsed by the key stakeholders. Feedback from key stakeholders are captured to be incorporated into the draft recommendations. Draft recommendations are presented, clarified and obtained feedback from key

Deliverable	Activity	Key Performance Indicators (KPI)
	key stakeholders. • Develop final report on recommended actions of Riau Peat Protection and Management Plan.	stakeholders. • All recommendations from the key stakeholders are outlined in the final report.
4	• Two workshops to develop the draft regulation are carried out with key stakeholders. • One public consultation to socialize and obtain feedback of the regulation is carried out with key stakeholders. • Two technical meetings to refine the regulation as per the public consultation result are carried out with key stakeholders. • Two coordination meetings to obtain endorsement of the draft regulation from all provincial offices are carried out. • Two coordination meetings to obtain endorsement of the draft regulation from the national government are carried out. • A meeting with Provincial Legal Bureau to harmonize the regulation and obtain their approval is carried out.	• Draft regulation is developed and aligned with the recommendations from all key stakeholders. • Draft regulation is consulted with the key stakeholders. • Draft final regulation is agreed by the technical team. • Draft final regulation is consulted and endorsed by all provincial offices. • Draft final regulation is approved and endorsed by the MoEF. • Riau Province Peat Protection and Management Plan is enacted by Riau Governor.

G. Assumption, Risk and Mitigation

Assumptions:

1. Development the Peat Ecosystem Protection and Management Plan in Riau Province can be done without having to wait for the completion of similar plan documents at the National and Provincial levels.
2. Ministry of Environment and Forestry and provincial government agreed and endorsed the plan and methodology that is used by service provider.
3. Practitioners in peat ecosystem management, companies and local communities are willing to be a member of technical group to develop the draft regulations.

Risks

1. Minimum support and buy-in from local stakeholders, particularly from private companies and local communities, in developing Riau Province Peat Protection and Management Plan.
2. Data limitations (some data are not publicly accessible or inconsistent data from each institution).
3. Travel restriction remains imposed due to on-going COVID-19 pandemic that make the service provider unable to do field visit and collect data properly.

Mitigation

1. The Service Provider must have designated staff based in Pekanbaru, Riau to engage continuously with

all key stakeholders in Riau.

2. The Service Provider should consult with the Environment and Forestry Office, Riau Province as well as Ministry of Environment and Forestry to obtain the missing data. If the data remains unavailable, the Service Provider must develop the required data based on the actual condition.
3. The Service Provider should have a satellite office in Pekanbaru, Riau to ease the movement within the province. In addition, any meetings can be held virtually as long as the KPIs are achieved.

H. Governance and Accountability

- The Service Provider should submit their work plan to UNDP and Riau Province Environment and Forestry Office for review and approval before starting the assignment.
- Any changes of the work plan and budget should be communicated to UNDP and prior to UNDP written approval.
- UNDP will require the Service Provider to report the progress of the work in monthly basis and through formal communication in addition to the required deliverables.
- All reports and deliverables are subject to approval by UNDP and endorsed by Riau Province Environment and Forestry Office.

I. Facilities to be provided by UNDP

- UNDP will facilitate inception meeting between Riau Province Environment and Forestry Office, Ministry of Environment and Forestry, and the Service Provider.
- UNDP will provide advice and guidance in terms of the extent of the engagement with all institutions/organizations as detailed in **Attachment 2**.
- UNDP will be able to provide the advice towards the context and content on which stakeholder can be relevant from the attachment.

J. Duration of the Work

It is anticipated that the Assignment will be completed within a total of 10 months from the date of the signing of the contract between the SPOI project and the Service Provider. All work must be completed by 31st October 2021.

K. Duty Station

Considering that the amount of traveling within Riau Province and coordination with Environment and Forestry Agency of Riau Province are quite intensive and frequent, The Service Provider should have office and/or satellite office in Pekanbaru, Riau.

L. Qualifications of the Successful Contractor

The Service Provider should have knowledge, competencies and experience in the following areas:

1. Five (5) relevant projects within ten (10) years on peatland/ peat ecosystem management, sustainable landscape approach, land use plan and sustainable forest management related work.
2. Two (2) relevant projects within five (5) years' experience in facilitating the regional plan documents development including spatial plan, programmatic plan, action plan and/ or budget plan for the government (both national and sub-national).

3. Experience in conducting part by part activities and/or reviews and evaluations in the peat ecosystem management plan related activities in Indonesia and a demonstrated understanding of political socio-economy issues in the peatland management.
4. Experience develop program, action, and set the target on sustainable landscape project (particularly on ecology, economy, and social aspects) at the national and sub-national level with a minimum timeline of one year.
5. Experience generating data to demonstrate program effects for different program.
6. Experience of review and evaluation of sustainable development agendas at the national level or national entities as well as at the subnational level.
7. Experience in outreach and advocacy communications.
8. Experience to develop successful approach in dealing with all audiences in regard to peat ecosystem management plan. Ability to communicate effectively complex ideas to a non-specialist audience and to vested interest audience is a must.

M. Qualification of key personnel's:

1. Team Leader

Experiences:

- At least Magister's degree on climate change, environment conservation, forestry, geography or civil engineering.
- At least 14 (fourteen) years of working experience in leading, managing, coordinating and directing strategic and complex initiatives in peat ecosystem management, forest sustainable management, forest and water conservation, and community development related fields.
- Experience in environmental policy and advocacy with lawmakers and influential stakeholders, particularly in regards with peat ecosystem planning, land management and natural resources management planning assignments.
- Experience in liaise and coordinate with government counterparts, particularly high-level decision makers in ecosystem landscape and environmental services, local communities, CSOs, and private sector companies, as well as international organizations in a multi-stakeholder approach.

Competencies:

- Advanced inter-personal and communication skill.
- Strong leadership skill and possess logical thinking to resolve issues in a c complicated setting.
- Able to write high quality reports in English and Bahasa Indonesia.

2. Planning & Policy Expert

Experiences:

- At least Magister's degree in resources management, regional development, environmental studies, public administration, and spatial plan or relevant field.
- Five (5) years of working experience in develop land use plan, peatland management plan and action, and/or environmental management, public decision-making process, policy level analysis and development.
- Two (2) years of working experience on spatial and economic development planning, as well as government's budgeting mechanism.

Competencies

- Extensive knowledge on laws and regulations related to spatial planning, national/sub national development plan, peat land management as well as prioritizing, targeting and mainstreaming UN conventions in the development plans.
- Advanced communication skill in liaising and coordinating with government counterparts, particularly high-level decision makers in ecosystem landscape and environmental services, local communities, CSOs, and private sector companies, as well as international organizations in a multi-stakeholder approach.
- Strong knowledge on detailed process of regulation development in Indonesia.
- Excellent spoken and written English and Bahasa Indonesia.

3. *Hydrological Services Expert*

Experiences:

- Master's degree in climate change, environment conservation, forestry, hydraulic engineering, construction, water management and other related fields.
- Seven (7) years of experience in fields related to climate change issues and/ or hydro-ology works at the national level and sub-national level.

Competencies:

- Good understanding on current issues related to climate change and environment in Riau Province.
- Have a certificate on Water Resources Expertise (211) from Construction Service Development Agency.
- In-depth knowledge of environmental and climate change related concepts, theories, policies formulation (design, implementation, monitoring and evaluation).

4. *Disaster and Climate Risk Governance Expert*

Experiences:

- A Bachelor's degree in geography, forestry, geodesy, or civil engineering.
- Ten (10) years working experience on disaster and climate risk analysis, mitigation plan and implementation.

Competencies:

- In-depth knowledge of facilitating local partners in community-based disaster risk reduction, governance system, policies, and procedures in disaster management.
- Have a certificate on a Disaster Management from Indonesian Association of Disaster Expert (Ikatan Ahli Bencana Indonesia – IABI).

5. *Biodiversity Specialist*

Experiences:

- A Bachelor's degree in areas related to environment, natural resources conservation, and forestry.
- Three (3) years of relevant working experience in ecosystems and species conservation, natural resources management, forestry science or related works.

Competencies:

- Extensive knowledge on identifying flora and fauna, developing ecosystems and species conservation strategies, wildlife management strategies, corridor protection strategies, as well as Essential Ecosystem conservation or Sustainable Landscape Management.

6. *Economist Specialist*

Experiences and Competencies:

- A Bachelor's degree in areas related to economics, development economics, econometrics, micro-economics, macro-economic, environmental economics, statistics or equivalent.
- Three (3) years of relevant working experience in natural resource valuation, econometrics and statistics, economic development planning.

Competencies:

- Strong knowledge on concept, methodology and conduct statistical analysis on natural resource valuation.
- Adequate understanding on micro economic analysis as well as developing incentive mechanism and rural economic development action.

7. *Sociologist Specialist*

Experiences:

- A Bachelor's degree in areas related to sociology, social science, natural resource management, forestry, and development studies.
- Three (3) years of relevant working experience in social impact assessment, rural community development or related activities.

Competencies:

- Strong knowledge on designing, organizing and conducting work with communities, including establishing new rural livelihood initiative.

8. *GIS/Remote Sensing Specialist*

Experiences:

- A Bachelor's degree in Geography, Forestry, Computer Science, Remote Sensing or GIS.
- Three (3) years of professional experience in developing the geographical information systems and undertaking spatial analysis in Indonesia.

Competencies:

- Expert knowledge of GIS and other planning tools as well as spatial and non-spatial data gathering.
- Have an understanding on spatial-information knowledge particularly on disaster mitigation and management.
- Have a certificate on a Disaster Management from Indonesian Association of Disaster Expert (Ikatan Ahli Bencana Indonesia – IABI).

9. Admin and Finance

Experience:

- Three years Diploma with 7 years of combination experience in project admin/finance
- Experience working with Government or International organization

Competencies:

- Has competencies in using MS Office
- Familiar with web-based system

N. Payment Schedule

The contract price is a fixed output-based price regardless of extension of the herein specific duration. Payment will be made after satisfactory acceptance by UNDP of the services provided based on the following schedule:

Payment	Deliverables	Percentage	Timing
1 st payment	Develop timebound work plan and adjusted methodology in accordance with Ministry of Environment and Forestry's Regulation No. 60/2019	10%	2 nd week of February 2021
2 nd payment	Develop preliminary report on actual condition of peatland area in Riau Province and its implication for environment, social and economy (Deliverable 1)	25%	1 st week of April 2021
3 rd payment	A final report on formulation of a peat ecosystem protection and management plan in Riau (Deliverable 2)	30%	1 st week of August 2021
4 th payment	A final draft regulation (Provincial Regulation/Governor Regulation) on peat ecosystem protection and management plan in Riau is legalized (Deliverable 3)	35%	4 th week of October 2021

O. Additional References or Resources

- Ministry of Environment and Forestry's Regulation No. 60/2019 concerning Guidelines on the Development, Submission and Revision of Peat Ecosystem Protection and Management Plan (<https://drive.google.com/file/d/1GdrlgEDYsPlsIRGvpppppUM3wcPFV848/view?usp=sharing>)
- Minister of Environment and Forestry's Decree No. 246/2020 concerning Peat Ecosystem Protection and Management National Plan Year 2020-2049 (<https://drive.google.com/file/d/1fSrwm2Oyw5ooZlBRxIO2cXCe93H5JD3/view?usp=sharing>)

Attachment 1. Expected Activities

Travel for site-visit

No	Sites	Number of days	Amount of travel
1.	Each sub-District and representative villages in 9 Districts	70	4 times
3.	Jakarta, MoEF and MoHA	9	3 times
Total		79 days	7 times

Expected workshops and/or meetings

No	Activity	Frequency	Key Stakeholders
1.	One-on-one meeting	2 times / each institution	(1) Ministry of Environment and Forestry; (2) Ministry of Agrarian and Land Use Plan/ Land National Agency; and (3) Ministry of Home Affairs; (4) Peat Restoration Agency (BRG); (5) Public Works and Spatial Planning Office of Riau Province; (6) P3E XIII MoEF
2.	FGD and coordination meeting in Pekanbaru, Riau	9 times	(1) Regional Secretary, (2) Environment and Forestry Office – Riau Province, (3) Regional Planning and Development Agency (BAPPEDA – Riau Province, (4) Public Works and Housing Office – Riau Province, (5) Plantation Office – Riau Province, (6) Tourism Office – Riau Province, (7) Industry Office – Riau Province, (8) Transportation Office – Riau Province, (9) Forest Area Consolidation Office – Riau Province, (10) Peat Restoration Agency (BRG), (11) Ecoregion Development Controlling Center XIII, Ministry of Environment and Forestry, (12) Legal Bureau, (13) Private Sectors, (NGOs/CSOs). Suggested arrangement: a. 4 persons from Service Provider b. 1 person from national government c. 2 persons from university d. 12 persons from provincial government e. 2 persons from UNDP f. 2 persons from private sectors g. 2 persons from local NGO/CSO
3.	Coordination meeting in Jakarta	2 times	(1) Legal Bureau, (2) Environment and Forestry Office, Regional Planning and development agency (BAPPEDA) – Riau Province, (3) Public

			<p>Works and Housing Office – Riau Province, (4) Plantation Office, (5) Emery and Mineral Resources Office, (6) Agriculture Office, (7) Peat Restoration Agency (BRG), and (8) Ecoregion Development Controlling Center XIII, Ministry of Environment and Forestry.</p> <p>Suggested arrangement:</p> <ul style="list-style-type: none"> a. 4 persons from Service Provider b. 2 persons from university c. 12 persons from technical team d. 9 persons from head of offices e. 2 persons from UNDP
4.	Public Consultation in Pekanbaru, Riau	2 times	<p>(1) Governor of Riau, (2) Regional Secretary, (3) Environment and Forestry Office, (4) Regional Planning and Development Agency (BAPPEDA), (5) Public Works and Housing Office, (6) Plantation Office, (7) Energy and Mineral Resources Office, (8) Agriculture Office, (9) Tourism Office, (10) Industry Office, (11) Transportation Office, (12) Forest Area Consolidation Agency (BPKH), (13) Peat Restoration Agency (BRG), (13) Ecoregion Development Controlling Center XIII, Ministry of Environment and Forestry.</p> <p>Suggested arrangement:</p> <ul style="list-style-type: none"> a. 8 persons from provincial government b. 36 persons from provincial agencies c. 3 persons from head of offices d. 2 persons from UNDP
Total		15 times	

Attachment 2. List of Institutions/Resources who need to be involved

1. Ministry of Environment and Forestry
2. Ministry of Agrarian and Land Use Plan/ Land National Agency
3. Ministry of Home Affairs
4. Peat Restoration Agency (BRG)
5. Public Works and Housing Agency, Riau Province
6. Ecoregion Development Controlling Center XIII, Ministry of Environment and Forestry
7. Riau Provincial Government (Governor and Regional Secretary)
8. Environment Agency, Riau Province
9. Regional Planning and Development Agency (BAPPEDA), Riau Province
10. Plantation Agency, Riau Province
11. Energy and Mineral Resources Agency (ESDM), Riau Province
12. Agriculture Agency, Riau Province
13. Tourism Agency, Riau Province
14. Industry Agency, Riau Province
15. Transportation Agency, Riau Province
16. Forest Area Consolidation Agency (BPKH), Riau Province
17. Natural Resources Conservation Agency (BKSDA), Riau Province
18. Spatial Planning Agency, Riau Province
19. Legal Bureau, Riau Province
20. Astra Agro Lestari Group
21. Adimulyo Group
22. APP Group
23. APRIL Group
24. Asian Agri Group
25. PT. Chevron Pacific Indonesia (CPI)
26. Danitama Makmur Group
27. Domba Mas Group
28. Dumai Indah Group
29. Duta Palma Group
30. First Resources Group
31. Ganda Group
32. Golden Agri Resources
33. Incasi Raya Group
34. IndoAgri Group
35. Klau River Ent., Sdn Bhd
36. KLK Group
37. PT. Pertamina Hulu Rokan
38. PT. Diamond Raya Timber
39. PTPN V
40. Rokan Group
41. Sabira Group
42. Salim Group
43. Sambu Group

44. Sarimas Group
45. Siak Raya Grup
46. Sime Darby Group
47. Sinar Mas Group
48. Surya Dumai Group
49. Wilmar Group
50. Jaringan Kerja Penyelamat Hutan Riau
51. Yayasan Mitra Insani
52. Jikalahari
53. Wetland International
54. WRI Indonesia
55. Wahana Lingkungan Hidup (Walhi) Riau
56. Sawit Watch Indonesia
57. Earthworm Foundation
58. Forum Komunikasi Kehutanan Masyarakat (FKKM) Riau
59. Kemitraan
60. SMPEI IFAD
61. CORE
62. LAM Riau
63. Scale Up
64. KABUT Riau
65. Kalipatra
66. Yayasan Bahtera Alam
67. Yayasan Konservasi
68. LPPM - Universitas Riau
69. LPPM - Universitas Islam Riau
70. 3 representatives of National Media, i.e. Jawapos Group (riaupos), Tribunnews Group (Tribunnewspekanbaru), Antaranews
71. 5 representatives of Local Media

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

Financial Proposal Envelope

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

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input 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: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ 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
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

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

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

FORM E: FORMAT OF TECHNICAL PROPOSAL

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

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

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 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	[SUMMARIZE COLLEGE/UNIVERSITY AND OTHER SPECIALIZED EDUCATION OF PERSONNEL MEMBER, GIVING NAMES OF SCHOOLS, DATES ATTENDED, AND DEGREES/QUALIFICATIONS OBTAINED.]

	[INSERT]
PROFESSIONAL CERTIFICATIONS	<p><i>[PROVIDE DETAILS OF PROFESSIONAL CERTIFICATIONS RELEVANT TO THE SCOPE OF SERVICES]</i></p> <hr/> <ul style="list-style-type: none"> ▪ NAME OF INSTITUTION: [INSERT] ▪ DATE OF CERTIFICATION: [INSERT]
EMPLOYMENT RECORD/ EXPERIENCE	<p><i>[LIST ALL POSITIONS HELD BY PERSONNEL (STARTING WITH PRESENT POSITION, LIST IN REVERSE ORDER), GIVING DATES, NAMES OF EMPLOYING ORGANIZATION, TITLE OF POSITION HELD AND LOCATION OF EMPLOYMENT. FOR EXPERIENCE IN LAST FIVE YEARS, DETAIL THE TYPE OF ACTIVITIES PERFORMED, DEGREE OF RESPONSIBILITIES, LOCATION OF ASSIGNMENTS AND ANY OTHER INFORMATION OR PROFESSIONAL EXPERIENCE CONSIDERED PERTINENT FOR THIS ASSIGNMENT.]</i></p> <hr/> <p>[INSERT]</p>

REFERENCES

*[PROVIDE NAMES, ADDRESSES, PHONE AND EMAIL CONTACT
INFORMATION FOR TWO (2) REFERENCES]*

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 Days/months/ hours	Total Amount
		A	B	C=A+B
	Team Leader			
	Planning & Policy Expert			
	Hydrological Services Expert			
	Disaster and Climate Risk Governance Expert			
	Biodiversity Specialist			
	Economist Specialist			
	Sociologist Specialist			
	GIS/Remote Sensing Specialist			
	Admin and Finance			
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs

Deliverable	Description	UOM	Quantity	Unit Price	Total Amount
Deliverable 1					
Deliverable 2	Travel to Pekanbaru	Trip			
	Office space in Pekanbaru	Unit			
	Transportation cost	Trip			
	- Boat Rental	Unit/ Day			
	- Car Rental	Unit/ Month			
	Daily Allowance Costs	Lump Sum			
	Other Costs: (please specify)				
Deliverable 3	Travel to Pekanbaru	Trip			
	Daily Allowance Costs	Lump Sum			
	Meeting packages	package			
	Local Transportation Cost for participant	Unit			
	Other Costs: (please specify)				
Deliverable 3	Travel to Pekanbaru	Trip			
	Travel for Riau Government to Jakarta	Trip			
	Daily Allowance Costs	Lump Sum			
	Meeting packages	package			
	Local Transportation Cost for participant	Unit			
	Other Costs: (please specify)				
	Subtotal Other Costs:				

Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description		Professional Fees	Other Costs	Total
Develop work plan and refine the research's methodology in accordance with Ministry of Environment and Forestry's Regulation No. 60/2019	10%			

Develop preliminary report on actual condition of peatland area in Riau Province and its implication for environment, social and economy (Deliverable 1)	25%			
A final report on formulation of a peat ecosystem protection and management plan in Riau (Deliverable 2)	30%			
A final draft regulation (Provincial Regulation/Governor Regulation) on peat ecosystem protection and management plan in Riau is legalized (Deliverable 3)	35%			
.....				