United Nations Development Programme



# **REQUEST FOR PROPOSAL**

**Community Development Service to Build Institutional Capacity of Renewable Energy Service Company (RESCO) in 23 Villages in Indonesia** 

RFP No.: RFP/UNDP/ACCESS/ IDN-0000126190/002/2021 Project: ACCESS Country: INDONESIA

Issued on: 29 January 2021

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

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

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

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

Issued by:

Name: Yusef Saiful Millah Title: Procurement Associate Date: January 29, 2021 Approved by:

Name: Martin Stephanus Kurnia Title: Head of Procurement Unit Date: **January 29, 2021** 

## SECTION 2. INSTRUCTION TO BIDDERS

A. GENERAL PROVISIONS			
1. Introduction	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 <u>https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-</u> <u>476a-8ef8-e81f93a2b38d</u>	
	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.	
	1.3	As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ( <u>www.ungm.org</u> ). 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.	
2. Fraud & Corruption, Gifts and Hospitality	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/offic e of audit andinvestigation.html#anti	
	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.	
	2.3	<ul> <li>In pursuance of this policy, UNDP</li> <li>(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;</li> <li>(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.</li> </ul>	
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a>	
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.	
	3.2	It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.	

4. Conflict of Interests	4.1	Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
	4.2	<ul> <li>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;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> <li>In the event of any uncertainty in the interpretation of a potential conflict of</li> </ul>
		interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.
	4.3	Similarly, the Bidders must disclose in their proposal their knowledge of the following:
		<ul> <li>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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul>
		Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.
	4.4	The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.
B. PREPARATION O	F PRO	POSALS
5. General Considerations	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.
	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
6. Cost of Preparation of Proposal	6.1	The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	7.1	The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents	8.1	The Proposal shall comprise of the following documents:

Comprising the Proposal	<ul> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Proposal;</li> <li>c) Financial Proposal;</li> <li>d) Proposal Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Proposal.</li> </ul>
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible ar qualified vendor, using the Forms provided under Section 6 and providin documents required in those forms. In order to award a contract to a Bidder, qualifications must be documented to UNDP's satisfaction.
10. Technical Proposal Format	10.1 The Bidder is required to submit a Technical Proposal using the Standard Forrand templates provided in Section 6 of the RFP.
and Content	10.2 The Technical Proposal shall not include any price or financial information. Technical Proposal containing material financial information may be declare non-responsive.
	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 UNDP
	10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation the services and/or equipment offered as well as the cost to the UNDP. Unlee otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
11. Financial Proposals	11.1 The Financial Proposal shall be prepared using the Standard Form provided Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.
	11.2 Any output and activities described in the Technical Proposal but not priced the Financial Proposal, shall be assumed to be included in the prices of oth activities or items, as well as in the final total price.
	11.3 Prices and other financial information must not be disclosed in any other pla except in the financial proposal.
12. Proposal Security	12.1 A Proposal Security, if required by BDS, shall be provided in the amount ar form indicated in the BDS. The Proposal Security shall be valid up to thirty (3 days after the final date of validity of the Proposal.
	12.2 The Proposal Security shall be included along with the Technical Proposal. Proposal Security is required by the RFP but is not found along with the Technic Proposal, the Proposal shall be rejected.
	12.3 If the Proposal Security amount or its validity period is found to be less that what is required by UNDP, UNDP shall reject the Proposal.
	12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Propose Security must be sent via courier or hand delivery as per the instructions in BD
	12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, the event of any one or combination, of the following conditions:
	<ul> <li>a) If the Bidder withdraws its offer during the period of the Proposal Validi specified in the BDS, or;</li> <li>b) In the event that the successful Bidder fails:</li> </ul>

	<ul> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>2.6 to furnish the Performance Security, insurances, or other documents that UNDI may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul>
13. Currencies	<ul> <li>3.1 All prices shall be quoted in the currency or currencies indicated in the BDS Where Proposals are quoted in different currencies, for the purposes or comparison of all Proposals:</li> <li>a) UNDP will convert the currency quoted in the Proposal into the UNDI preferred currency, in accordance with the prevailing UN operational rate or exchange on the last day of submission of Proposals; and</li> <li>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 shareserve the right to award the contract in the currency of UNDP's preference</li> </ul>
14. Joint Venture, Consortium or Association	<ul> <li>using the conversion method specified above.</li> <li>4.1 If the Bidder is a group of legal entities that will form or have formed a Join 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 or behalf of all the member entities comprising the joint venture.</li> </ul>
	4.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prio written consent of UNDP.
	4.3 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 on proposal.
	4.4 The description of the organization of the JV, Consortium or Association musclearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV Consortium or Association Agreement. All entities that comprise the JV Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
	4.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
	a) Those that were undertaken together by the JV, Consortium or Association and
	<ul> <li>b) Those that were undertaken by the individual entities of the JV, Consortiun or Association.</li> </ul>
	4.6 Previous contracts completed by individual experts working privately but whe are permanently or were temporarily associated with any of the member firm cannot be claimed as the experience of the JV, Consortium or Association o those of its members, but should only be claimed by the individual expert themselves in their presentation of their individual credentials.
	4.7 JV, Consortium or Associations are encouraged for high value, multi-sectora requirements when the spectrum of expertise and resources required may no be available within one firm.

15. Only One Proposal	15.1	The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.
	15.2	<ul> <li>Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</li> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this RFP; or</li> <li>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;</li> <li>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</li> <li>f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal.</li> </ul>
16. Proposal Validity Period	16.1	Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	16.2	During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Proposal Validity Period	17.1	In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.
	17.2	If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
	17.3	The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.
18. Clarification of Proposal	18.1	Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2	UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3	UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Proposals	19.1	At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.

	19.2	If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.
20. Alternative Proposals	20.1	Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.
	20.2	If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"
21. Pre-Bid Conference	21.1	When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.
C. SUBMISSION AN	ID OPEI	NING OF PROPOSALS
22. Submission	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.
	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.
	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.
Hard copy (manual) submission	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
		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:
		i. Bear the name and address of the bidder;
		ii. Be addressed to UNDP as specified in the BDS

	i	ii.	Bear a warning that states "Not to be opened before the time and date for proposal opening" as specified in the BDS.
			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.
Email Submission	22.5	Em	ail submission, if allowed or specified in the BDS, shall be governed as follows:
		a)	Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
		b)	The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.
		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.
eTendering submission	22.6		ctronic submission through eTendering, if allowed or specified in the BDS, Il be governed as follows:
		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 and each of them must be uploaded individually and clearly labelled.
		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.
		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.
		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: <u>http://www.undp.org/content/undp/en/home/operations/procurement/bu</u> <u>siness/procurement-notices/resources/</u>
23. Deadline for Submission of Proposals and Late	23.1	the	mplete Proposals must be received by UNDP in the manner, and no later than date and time, specified in the BDS. UNDP shall only recognize the date and e that the bid was received by UNDP
Proposals	23.2		DP shall not consider any Proposal that is submitted after the deadline for submission of Proposals.
24. Withdrawal, Substitution, and	24.1		Bidder may withdraw, substitute or modify its Proposal after it has been omitted at any time prior to the deadline for submission.
Modification of	24.2	Ma	nual and Email submissions: A bidder may withdraw, substitute or modify its

Proposals	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"
	24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.
	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
25. Proposal Opening	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.
D. EVALUATION OF	PROPOSALS
26. Confidentiality	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.
	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.
27. Evaluation of Proposals	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.
	<ul> <li>27.2 Evaluation of proposals is made of the following steps:</li> <li>a) Preliminary Examination</li> <li>b) Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>c) Evaluation of Technical Proposals</li> <li>d) Evaluation of Financial Proposals</li> </ul>
28. Preliminary Examination	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.
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	<ul><li>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</li><li>a) They are not included in the UN Security Council 1267/1989 Committee's</li></ul>

	<ul> <li>list of terrorists and terrorist financiers, and in UNDP's ineligible vendors list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>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 service required;</li> <li>d) They are able to comply fully with UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decision against the Bidder; and</li> </ul>
30. Evaluation of Technical and Financial Proposals	<ul> <li>f) They have a record of timely and satisfactory performance with their clients</li> <li>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 RF 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.</li> </ul>
	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, b returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposal of bidders whose Technical Proposal were found not responsive.
	30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS which may be either of two (2) possible methods, as follows: (a) the lowest price method which selects the lowest evaluated financial proposal of the technicall responsive Bidders; or (b) the combined scoring method which will be based of a combination of the technical and financial score.
	30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:
	<u>Rating the Technical Proposal (TP):</u> <b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) 100
	Rating the Financial Proposal (FP):
	<b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100
	Total Combined Score:
	<b>Combined Score =</b> (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of Fl

31. Due Diligence	<ul> <li>UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: <ul> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul> </li> </ul>
32. Clarification of Proposals	32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.
	32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.
	32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.
33. Responsiveness of Proposal	33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.
	33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. Nonconformitie s, Reparable Errors and	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.
Omissions	34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.
	34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:
	<ul> <li>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion</li> </ul>

		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;
		<li>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</li>
		c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
	34.4	If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.
E. AWARD OF CONT	RACT	
35. Right to Accept, Reject, Any or All Proposals	35.1	UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
<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.
37. Debriefing	37.1	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1	At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
41. Performance Security	41.1	A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at
		https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP
		DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20
		<u>Form.docx&amp;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.
42. Bank Guarantee for Advanced Payment	42.1	Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_ 
43. Liquidated Damages	43.1	If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1	Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. Vendor Protest	45.1	UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <u>http://www.undp.org/content/undp/en/home/operations/procurement/busine ss/protest-and-sanctions.html</u>
46. Other Provisions	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.
	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.
	46.3	The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&refer er

### 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	Will be Conducted
			Time: 0930 hour (GMT+7) Date: February 5, 2021 Venue: Virtual Meeting through Zoom Meeting ID: 835 7041 7269 Password: 429259 The UNDP focal point for the arrangement is: Yusef Saiful M./Muthia Ramadhani E-mail: yusef.millah@undp.org; mutia.rahmadina@undp.org
5	16	Proposal Validity Period	120 days
6	12	Proposal/Bid Security	<ul> <li>Required in the amount of USD 12.000</li> <li>Acceptable Forms of Proposal/Bid Security <ul> <li>Bank Guarantee (See Section 6 Form H for template)</li> </ul> </li> <li>A scanned copy of this document must be attached with your proposal in the system and the original must be sent by email and shipment tracking number must be provided.</li> </ul>
7	42	Advanced Payment upon signing of contract	Not Allowed
8	43	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0,1% Max. number of days of delay 30 calendar days, after which UNDP may terminate the contract.

9	41	Performance Security	Required 10% of the total contract value denominated in the currency of the contract and shall be in the form of Bank Guarantee issued by a reputable Bank.
10	13	Currency of Proposal	United States Dollar or IDR for local bidder
11	18	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline
12	32	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Yusef Saiful M./ Mutia Rahmadina Address: UNDP Indonesia, 7 <sup>th</sup> Floor, Menara Thamrin Building, Jl. M. H. Thamrin Kav. 3, Jakarta, 10250 E-mail address: <u>yusef.millah@undp.org</u> ; <u>mutia.rahmadina@undp.org</u>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Bidders by email, eTendering and Posting on the website https://www.id.undp.org/content/indonesia/en/home/procurement.html
14	23	Deadline for Submission	Please refer to the e-tendering system with event ID: <b>IDN10 000008411</b> 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	<ul> <li>□ Courier/Hand Delivery</li> <li>□ Submission by email</li> <li>✓ e-Tendering</li> </ul>
15	22	Proposal Submission Address	https://etendering.partneragencies.org Insert BU Code and Event ID number: IDN10 000008411
16	22	Electronic submission (email or eTendering) requirements	<ul> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP</li> <li>Max. File Size per transmission: <i>Not Applicable</i></li> <li>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: UNDP Indonesia, 7<sup>th</sup> Floor, Menara Thamrin Building, Jl. M. H. Thamrin Kav. 3, Jakarta, 10250. Attn: Yusef Saiful Millah</li> </ul>

17	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively
			The minimum technical score required to pass is 70%.
18		Expected date for commencement of Contract	March 26, 2021
19		Maximum expected duration of contract	18 Month
20	35	UNDP will award the contract to:	One Proposer Only
21	40	Type of Contract	Purchase Order and Contract for Goods and Services for UNDP
			http://www.undp.org/content/undp/en/home/procurement/business/ho w-we-buy.html
22	40	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23		Other Information Related to the RFP	Contract effectiveness is linked below mentioned conditions: - Upon receipt of valid Performance Security; and - Upon contract signing from both parties <u>Note:</u> <u>While entering the financial proposal in the e-Tendering</u> <u>system, always mention your bid price as 1. Please do not</u> <u>mention the value of your financial proposal in the e-</u> <u>Tendering system. It should only be mentioned in the</u> <u>Password-protected forms on Financial Proposal Submission</u> <u>Form (Form F) and Financial Proposal Form (Form G). The</u> <u>proposals of the companies who will reveal the value of their</u> <u>financial proposal in the e-Tendering system will</u> <u>automatically be disqualified</u>

### SECTION 4. EVALUATION CRITERIA

#### **Preliminary Examination Criteria**

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

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

#### **Minimum Eligibility and Qualification Criteria**

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with RFP clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non- Performing Contracts <sup>1</sup>	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	Minimum 3 years of relevant experience.	Form D: Qualification Form
Experience	Minimum 2 (two) contracts of similar value, nature and complexity implemented over the last 5 years.	Form D: Qualification Form

<sup>&</sup>lt;sup>1</sup> 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.

	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
Financial Standing	Minimum average annual turnover of USD 500,000 the last 3 years (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form

### **Technical Evaluation Criteria**

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

Section	n 1. Bidder's qualification, capacity and experience	Points obtainable
1.1	Experience in community development services	70
	<ul> <li>Relevant 2 projects within 5 years – 20 points</li> </ul>	
	- Experience in capacity building of local communities – 20 points	
	- Experience working with community in remote area – 20 points	
	- Experience in local stakeholder engagement – 10 points	
1.2	Experience in establishing, facilitating, and training BUMDES or business unit	90
	- At least 2-years of experience in establishing BUMDES or business unit – 30 point	
	- At least 2-years of experience in facilitating BUMDES development – 30 point	
	<ul> <li>At least 2-years of experience in providing training for BUMDES management – 30 points</li> </ul>	
1.3	Experience in the rural electrification using renewable energy	40
1.4	Two performance references from three biggest previous clients – each 35 points	70
1.5	Quality assurance procedures and risk mitigation measurers	30
	Total Section 1	300

Sectio	Section 2. Proposed Methodology, Approach and Implementation Plan	
2.1	<ul> <li>Understanding of the requirement:</li> <li>- Have the important aspects of the task been addressed in sufficient detail (project objective, outputs, scope of works)? – 50 points</li> <li>- Are the different components of the project adequately weighted relative to one another? – 30 points</li> </ul>	80
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	100
2.3	Details on how the different service elements shall be organized, controlled and delivered.	80

	<ul> <li>Details of implementation plan (detail workplan, staffing, training and mobilization of village facilitators, community consultation schedule, establishment RESCO, reporting mechanism) - 35 points</li> <li>Incorporating gender aspects in the selection process and obtaining decree of local operators and RESCO management – 45 points</li> </ul>	
2.4	<ul> <li>Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic</li> <li>Sequence of the development of workplan, staff mobilization to villages, activity schedule up to obtaining notarial deed for RESCO – 40 points</li> <li>Timeline for activities are realistic and suitable with the assignment plan - 30 points</li> </ul>	70
2.5	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	70
	Total Section 2	400

Section	a 3. Management Structure and Key Personnel		Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?  - 1 (one) Team Leader - 2 (two) Community Development Officers - 2 (two) Business Development Officers - 23 (Twenty-Three) Village Facilitators		60
3.2	Qualifications of key personnel proposed		
3.2 a	Team Leader		70
	- General Experience: climate change, renewable energy, community development, environmental management or other relevant fields	20	-
	- Specific Experience relevant to the assignment: community training, BUMDES, preferred in having experience in rural electrification through renewable energy	25	
	- Regional/National experience	10	
	- Fluent in English and Bahasa Indonesia	10	
	- Minimum Bachelor's degree in engineering, socio science, environmental science or other relevant fields with 8 years of professional experience / Master's degree with 5 years of professional experience	5	
3.2 b	Community Development Officer (2 persons)		60
	<ul> <li>General Experience: climate change, renewable energy, community development, environmental management or other relevant fields</li> </ul>	15	
	- Specific Experience relevant to the assignment: community training, PRA, BUMDES, preferred in having experience in rural electrification through renewable energy	25	
	- Regional (provincial/district) experience	15	
	- Minimum Bachelor's degree in engineering, socio science, environmental science or other relevant fields with 3 years of professional experience	5	

3.2 c	Business Development Officer (2 persons)		60
	- General Experience: climate change, renewable energy, community development, environmental management or other relevant fields	15	
	- Specific Experience relevant to the assignment: BUMDES, community micro/small/ medium enterprises development,	25	
	- Regional experience	15	
	- Minimum Bachelor's degree in engineering, socio science, environmental science or other relevant fields with 3 years of professional experience	5	
3.2 d	Village Facilitator (1 per Village)		50
	-General Experience: community development, climate change, renewable energy, or other relevant fields	15	
	- Specific Experience on BUMDES, Cooperative or Micro, small and medium enterprises relevant to the assignment	15	
	- Experience working in rural areas/ACCESS project locations	15	
	- Minimum Bachelor's degree in engineering, socio science, environmental science or other relevant fields with 1 years of professional experience	5	
	Tota	l Section 3	300

### SECTION 5. TERMS OF REFERENCE

#### A. General Information

Title	: Community Development Service to Build Institutional Capacity of
	Renewable Energy Service Company (RESCO) in 23 Villages in Indonesia
Report to	: National Project Manager ACCESS Project
Location	: UNDP Indonesia Country Office, Menara Thamrin 3A Floor. Jl. MH Thamrin Kav.3 Jakarta 10250, Indonesia
Expected place of travel	: 23 villages in 4 Provinces (East Nusa Tenggara, West Sulawesi, Southeast Sulawesi and Central Kalimantan)
Duration of contract	: The expected duration of the contract is 18 (eighteen) months calculated based on the contract starting date

Provision of support services:

Location	: Yes	No🖂
Equipment (laptop etc.)	: Yes	No🖂
Secretarial Services	: Yes	No🖂

#### Terminology of this TOR

The terms listed hereunder are used throughout this request for proposal (RFP) to mean the following:

RESCO	is	A business entity responsible to provide service, to enhance sustainability and to scale-up use of electricity generated from renewable energy resources, in this context is solar PV power plant.
Local Operators	is	Local people who are responsible to operate and maintain the solar PV power plant infrastructure
RESCO boards	is	Local people to run the RESCO
Village facilitator	is	Local/non-local personnel which lives in the village to support the community in selection of operators and RESCO boards, development of the RESCO business plan and further build RESCO institutional capacity.
Off grid Solar PV power plant	is	An off-the national grid power plant generated from the Solar power

#### **B. Background Information**

Anchored in the 2030 Agenda for the Sustainable Development Goals (SDGs) and committed to the principles of universality, equality and leaving no one behind, the UNDP has issued the UNDP Strategic Plan 2018-2021 as guideline to help countries achieve SDGs by focusing UNDP's competence and expertise on three sets of development settings:

- 1. Eradicate poverty in all its forms and dimensions.
- Accelerate structural transformation for sustainable development by addressing inequalities, transitioning to zero-carbon development & building a more inclusive accountable governance system.
- 3. Build resilience to shocks and crises.

In alignment with the UNDP Strategic Plan to reduce inequality, the acceleration of access to electricity using locally available renewable resources is a feasible intervention. Notably, because there are about 2,000 villages in Indonesia without sustainable access to power, and there are 17,000 islands in Indonesia that makes national grid interconnection is costly. The Government of Indonesia has been addressing this challenge by allocating state-owned budgets for rural electrification programme. With current fiscal capacity, meeting the

target of national electrification with quality of service remains a big challenge.

UNDP, with funding support from KOICA Indonesia, implements a 4-year project titled "Accelerating Clean Energy Access to Reduce Inequality (ACCESS)." Under overall oversight from UNDP Indonesia, the project will be implemented in Indonesia. The Ministry of Energy and Mineral Resources (MEMR) and KOICA Indonesia are the implementing partners of the ACCESS project in Indonesia.

The ACCESS project's objective is for the poor and most vulnerable communities to have equitable and sustainable access to basic services required for improving livelihoods. In Indonesia, the ACCESS project locations are 23 villages in East Nusa Tenggara, West Sulawesi, Southeast Sulawesi and Central Kalimantan Provinces, where the total of 1.2 Mega Watts of off-grid solar-PV power plants will be constructed.

#### **Context of this TOR**

The ACCESS project will establish and build the business management capacity of the existing or potential institution in the project location to serve as a Renewable Energy Service Enterprise/Company (RESCO). RESCO will consist of technical operators and management board, whose skills is critical for the sustainability of the renewable energy infrastructure operation and thus its benefit. Good management capacity of RESCO board will ensure consistent contribution for electricity service collected from communities and stimulate productive economic activities by using the electricity. For the RESCO roles to be in place, a village facilitator will be needed in each village to facilitate the whole process of RESCO establishment and building institutional capacity.

The context of this TOR is that UNDP, as the Delivery Agent, is seeking Company/Organization to deliver Community Development Service for 23 Renewable energy service company in Indonesia.

#### **Expected Outputs Company/Organization**

The key outputs to be delivered are:

- 1. Work plan, guidance, and reporting template are developed;
- 2. Village facilitators are trained and mobilized;
- 3. Local operators are recruited;
- 4. RESCO is established in each target village, which include recruitment of RESCO Boards, RESCO notarial deeds registration, and business plan for electrification business
- 5. Post-RESCO establishment facilitation and monitoring conducted.

#### C. Scope of Services

The contractor shall carry out the duties and responsibilities as specified in this TOR as well as all other duties set out in the RFP in accordance with delegation provided to the contractor by UNDP. The contractor shall carry out and provide all professional works and services and apply all professional knowledge, skills, tools, software, techniques, respect local wisdom, cultures, religious in the location regardless of gender and disability that will be required to effectively perform the establishment and capacity building of RESCO in ACCESS project area as listed below:

No	Province	District	Village	GPS coordinate of the village	Number of Houses (FS)
1		Mamasa	Pangandaran	2°45'05.3"S 119°04'16.5"E	212
2	West Sulawesi	Mamasa	Saluleang	2°46'01.7"S 119°16'58.0"E	105
3	west Sulawesi	Mamuju	Leling Utara (Dusun Buntu Lalong)	02°10'14.12"S 119°29'36.78"E	106
4		Mamuju	Kopeang	2º 50' 47.35" S 118º 59' 35.62"E	195
		618			
5		Bombana	Desa Baliara (Dusun Pulau Baliara)	5º 09' 50.86" S 121º 48' 41.72"E	91
6		Bombana	Desa Baliara (Dusun Pulau Bangko)	5°10'02.0"S 121°48'39.5"E	136
7		Bombana	Lengor (Dusun Boepapa)	5º 04' 48.59"S 121º 58' 28.09"E	124
8	South-East Sulawesi	Konawe Selatan	Tambolosu	4º 09' 36.36"S 122º 46' 36.76"E	289
9		Konawe Selatan	Malaringgi	4º 20' 1.29"S 122º 53' 35.99"E	139
10	Ĩ	Muna	Wangkolabu	4º 31' 8.70"S 122º 43' 16.32"E	150
11		Muna Barat	Tasipi	4º 37' 15.15"S 122º 20' 1.39"E	158
Total South East Sulawesi				1087	
12	East Nusa Tenggara	Sumba Barat	Gaura (Dusun 4)	9°43'44.2"S 119°15'57.6"E	122
13		Sumba Barat	Watukarere (Dusun 2)	9°44'27.4"S 119°22'22.3"E	92
14		Sumba Barat Daya	Eka Pata 2 (Dusun 1 & 2)	9°35'35.88"S 119°17'34.63"E	106
15		Sumba Barat Daya	Eka Pata 1 (Dusun 3)	9°34'42.24"S 119°16'43.11"E	65
16		Sumba Barat Daya	Dangga Mango (Dusun 1)	9°38'50.33"S 119°16'22.16"E	64
17		Sumba Barat Daya	Dikira (Dusun 4)	9°38'20.36"S 119°16'57.64"E	70
18		Sumba Barat Daya	Mata Wee Lima (Dusun 2)	9°33'30.9"S 119°23'06.4"E	127
19		Sumba Barat Daya	Milla Ate (Dusun 1)	9°37'40.0"S 119°10'34.8"E	73
				Total East Nusa Tenggara	719
20	Central Kalimantan	Barito Selatan	Muara Ripung	1°41'40.9"S 114°48'26.6"E	104
21		Barito Selatan	Bintang Ara	1°27'33.5"S 115°17'29.8"E	93
22		Lamandau	Batu Tunggal	1°48'37.5"S 111°38'49.1"E	221
23		Lamandau	Tamiang	1°59'51.8"S 111°25'18.5"E	127
				Total Central Kalimantan	545
	Total	10	23		2.969

The scope of services shall include but not necessarily be limited to the following tasks:

#### **Scope of Service 1: Initial Preparation**

- 1.1 Develop detailed work plans for the companies/organizations from training village facilitators, local operator recruitment, to RESCO establishment and sustainability plan.
- 1.2 Develop grievance mechanism for activity implementation
- 1.3 Develop template of monthly report, quarterly report and final report.
- 1.4 Develop pocketbook manual for village facilitators under direction of UNDP ACCESS (Outline is per Annex 1).

#### The Key Deliverable are:

- 1.1 Detailed work plans for the companies/organizations from training village facilitators, local operator recruitment, to RESCO establishment and sustainability plan.
- 1.2 Template of Monthly report, Quarterly report and final report
- 1.3 SOP of grievance mechanism for activity implementation
- 1.4 Pocketbook manual for village facilitators

#### Scope of Service 2: Training and Mobilization of Village Facilitators to ACCESS Site Locations

- 2.1 Train village facilitators prior to mobilization under direction UNDP ACCESS:
  - 2.1.1 Solar PV Infrastructure,
  - 2.1.2 Inclusive selection local operator and RESCO Board,
  - 2.1.3 BUMDES management and business plan development
  - 2.1.4 Data collection/baseline and stakeholder mapping,
  - 2.1.5 Inclusive gender approach,
  - 2.1.6 Participatory Rural Appraisal
- 2.2 Mobilize village facilitators to ACCESS site locations.

- 2.3 Manage the operational support for village facilitators.
- 2.4 Ensure the process of Free, Prior, Informed, and Consent (FPIC) of the project conducted in every village.

#### The Key Deliverables are:

- 2.1 village facilitators Training report
- 2.2 village facilitators mobilization report which is consist of:
  - 2.2.1. Stakeholder mapping
  - 2.2.2 Baseline information
  - 2.2.3 Report of Free, Prior, Informed, and Consent (FPIC) of the project conducted in every village. (2<sup>nd</sup> week brief report after mobilization)
- 2.3 Monthly Report

#### Scope of Service 3: Recruitment of Local Operators in Every Village

- 3.1 Ensure the mapping of potential RESCO boards and local operators are conducted.
- 3.2 Ensure the open recruitment process to shortlist five potential local operators is implemented fairly with agreed criteria.
- 3.3 Ensure the operator recruitment process is using agreed gender mainstreaming approach,
- 3.4 Ensure that local stakeholders are engaged during the selection process of local operators.
- 3.5 Assign village facilitator as observer during on-the-job training from Contractor to further select two best local operators
- 3.6 Ensure the Letter of Assignments for two selected Local Operators are issued by Head of Village

#### The Key Deliverables are:

- 3.1 Local operator recruitment report, which consist of:
  - 3.1.1 Potential local operator mapping.
  - 3.1.2 Operator recruitment process and result
  - 3.1.3 Shortlisted local operators attended training program socialization with local government
  - 3.1.4 Letter of Assignments for Local Operator
  - 3.1.5 Lesson learn from local operator recruitment
- 3.2 Monthly report

#### Scope of Service 4: Establishment of RESCO in Every Village

- 4.1 Ensure the village facilitators to conduct community meetings for RESCO establishment, including BUMDES readiness to support RESCO.
- 4.2 Ensure the village facilitators to conduct community meetings for RESCO board members recruitment and aim to have RESCO board recruitment process that entrail gender mainstreaming process.
- 4.3 Provide guidance and support to the village facilitators to conduct training for RESCO management and develop the business plan for each RESCO.
- 4.4 Provide guidance and support for village facilitators to develop village regulation on BUMDES/RESCO establishment.
- 4.5 Ensure the issuance of Letter of Assignment for RESCO Board by Head of Village.
- 4.6 Provide guidance and support on the discussion in determining community contribution to electricity service.
- 4.7 Support village facilitators to develop Manual and Standard Operating Procedure (SOP) for RESCO management in collaboration with the Board members.
- 4.8 Prepare the registering process of notarial deed.

#### The Key Deliverables are:

- 4.1 RESCO establishment report, which consist of:
  - 4.1.1 Community meetings implementation
  - 4.1.2 RESCO board structure and (if applicable) BUMDES establishment
  - 4.1.3 RESCO trainings implementation and RESCO business plan
  - 4.1.4 Village regulation on BUMDES establishment and/or RESCO establishment letter (for Village non
  - BUMDES should arrange 2 letter, establishment of BUMDES and establishment of RESCO)
  - 4.1.5 Letter of Assignment for RESCO Board members
  - 4.1.6 Facilitation on electricity tariff's discussion
  - 4.1.7 RESCO SOP
  - 4.1.8 Lesson learned from RESCO establishment.
  - 4.1.9 Notarial deed registration process
- 4.2 Monthly and quarterly report

#### Scope of Service 5: Post-RESCO establishment facilitation and monitoring

- 5.1 Ensure the issuance of RESCO notarial deed.
- 5.2 Monitor and ensure the operationalization of RESCO.
- 5.3 Identify local economic potential utilizing generated electricity
- 5.4 Analysis of the RESCO and RE Infrastructure sustainability.

#### The Key Deliverables are:

- 5.1 RESCO operationalization and sustainability report, which is consist of:
  - 5.1.1 RESCO notarial deed
  - 5.1.2 operationalization of RESCO and challenges
  - 5.1.3 Lesson learn on RESCO operationalization
  - 5.1.4 Identification local economic potential utilizing generated electricity
  - 5.1.5 Sustainability analysis for RESCO and RE Infrastructure
- 5.2 Monthly, Quarterly and Final Report

#### D. DELIVERABLES

All the activities should be clearly documented and reported to UNDP ACCESS with relevant supporting documents such as: photos, attendance list, recordings, films, power point presentation, etc. All reports, including monthly, quarterly and final report should be written in English. Monthly, quarterly, and final report shall reflect on the community development services progress against the approved workplan. For more detail information about deliverables, please see section E below.

No.	Deliverables/Outputs	Due Date of deliverable submission	Acceptance of Report	Payment Amount
1.	1.1 Detailed work plans for the companies/organizations from training village facilitators, local operator	March 2021 (within 4 weeks from contract	ACCESS NPM	10%

#### E. PAYMENT SCHEDULE & DELIVERABLE

	<ul> <li>recruitment, to RESCO establishment and sustainability plan.</li> <li>1.2 Template of Monthly report, Quarterly report and final report</li> <li>1.3 SOP of grievance mechanism for activity implementation</li> <li>1.4 Pocketbook manual for village facilitators (Outline is per <b>Annex 1</b>)</li> </ul>	commencement date)		
2	<ul> <li>2.1 village facilitators Training report</li> <li>2.2 village facilitators mobilization report which consists of:</li> <li>2.2.1 Stakeholder mapping</li> <li>2.2.2 baseline information</li> <li>2.2.3 Report of Free, Prior, Informed, and Consent (FPIC) of the project conducted in every village. (2<sup>nd</sup> week brief report after mobilization)</li> <li>2.3. Monthly Report</li> </ul>	May 2021	ACCESS NPM	10 %
3	<ul> <li>3.1 Local operator recruitment report, which consists of:</li> <li>3.1.1 Potential operator mapping.</li> <li>3.1.2 Operator recruitment process and result</li> <li>3.1.3 Shortlisted local operators attended training program socialization with local government</li> <li>3.1.4 Letter of Assignments for Local Operator</li> <li>3.1.5 Lesson learn from local operator recruitment</li> <li>3.2 Monthly report</li> </ul>	July 2021	ACCESS NPM	30%
4	<ul> <li>4.1 RESCO establishment report, which consists of:</li> <li>4.1.1 Community Meeting implementation</li> <li>4.1.2 RESCO board structure and (if applicable) BUMDES establishment</li> <li>4.1.3 RESCO Training implementation and RESCO business plan</li> <li>4.1.4 Village regulation on BUMDES establishment and/or RESCO establishment letter</li> <li>4.1.5 Letter of Assignment for RESCO Board</li> <li>4.1.6 Facilitation on electricity tariff's discussion</li> <li>4.1.7 RESCO SOP</li> </ul>	November 2021	ACCESS NPM	30%

	Total			100%
6	<ul> <li>6.1 Lesson learn on RESCO operationalization</li> <li>6.2 Identification of local economic potential utilizing generated electricity</li> <li>6.3 Sustainability analysis for RESCO and RE Infrastructure</li> <li>6.4 Quarterly and Final Report</li> </ul>	June 2022		10%
5	<ul> <li>4.1.8 Lesson learn from RESCO establishment</li> <li>4.1.9 Notarial deed registration process</li> <li>4.2 Monthly and quarterly report</li> <li>5.1 RESCO operationalization and sustainability report, which consists of:</li> <li>5.1.1 RESCO notarial deed</li> <li>5.1.2 operationalization of RESCO and challenges</li> <li>5.2 Monthly and quarterly report</li> </ul>	February 2022	ACCESS NPM	10%

NOTE: all deliverables should be submitted 5 (five) days prior due date for each deliverable

#### F. Risks and Assumptions

During the implementation of community development in each village, there might be some factors or situations affecting the process of facilitation that need to be considered and anticipated. Therefore, risk assessment and risk mitigation measures should be conducted by the Company/Organization. The following table summarize some of potential risks identified during the feasibility study survey as reference for the Company/Organization. It is also important for the Company/Organization to highlight the fundamentals to UNDP's intervention practice that are proposed as mitigation principles or approach in table below. The Company/Organization will be expected to observe full ethical guidelines and approach during the field work (specifically) and throughout the process (generally) which will be designed and agreed during the methodology design stage.

No.	Potential Risk	Risk Identification	Mitigation principles or approach
1.	Communities and village	In general, this potential risk is	Respect local cultures and values
	authority are not	scored as low since the	and ensures behaviours of village
	supporting the project.	communities and village	facilitators and team of the
		authorities were informed and involved during the implementation of pre-FS and	company/organization do not violate village norms and values.
		FS survey.	
2.	The process of BUMDES	This potential risk is <b>scored as</b>	Work with relevant government to
	establishment in several	moderate, only in several	identify participants for the
	villages (where BUMDES	villages where BUMDES does	consultations and BUMDES
	does not exist) might	not currently exist.	establishment process;
	delay the RESCO		

No.	Potential Risk	<b>Risk Identification</b>	Mitigation principles or approach
	establishment.		UNDP ACCESS has identified related local stakeholders that were engaged during the implementation of FS survey.
3.	During the recruitment of operators and selection of RESCO boards, there might be conflict of interests emerged from the local stakeholder.	This potential risk is <b>scored as</b> <b>moderate</b> and need the facilitators' ability and skills to anticipate or mitigate.	Ensure objectivity and independence by conducting the consultation in an impartial manner. Be aware of conflict and gender sensitivities and adopt the principles and practices of participatory dialogue for all consultations.
4.	During the selection of RESCO boards and local operators, there is possibility of the gender percentage target is unmet.	The potential risk is <b>scored as</b> <b>high</b> especially for the local operators since the FS results identify low interest and capacity from women group to involve as operators.	The facilitators training shall be well- prepared to equip them to manage the achievement of this gender equality target. Be aware of conflict and gender sensitivities and adopt the principles and practices of participatory dialogue for all consultations.
5.	When facing a challenging village community and environment, there might be a risk that village facilitator resigns in the middle of the assignment.	This potential risk <b>is scored as</b> <b>moderate</b> and need good planning from the Company/Organization to anticipate and mitigate.	Ensure that both the formal and informal socio-economic mechanisms are examined; Pay attention to vulnerable group throughout the process. The FS survey has covered the actual information about social, economic, and environmental aspects to equip the facilitators prior to mobilization.
6	During pandemic situation, there might be a risk of not following the health protocols during village facilitator mobilization, community consultations and other implementation activities,	This potential risk <b>is scored as</b> <b>high</b> and need good planning from the Company/Organization to anticipate and mitigate.	Education / training on health protocol. Ensure adequate safety during mobilization and follow health protocol during village facilitators mobilization and community consultation activities.
	which might increase the number of Covid19 cases.		

No.	Potential Risk	<b>Risk Identification</b>	Mitigation principles or approach
	and internet network	planning from the	implementation and shall develop
	might hinder the	Company/Organization to	agile communication strategy
	coordination and progress	anticipate and mitigate.	between village facilitators with
	report update from		UNDP ACCESS.
	facilitator to		
	Company/Organization		
	and thus to UNDP		
	ACCESS.		

#### G. UNDP ACCESS RESPONSIBILITY

UNDP ACCESS will:

- Verify all submitted reports from the company/organization.
- Facilitate the communication between the company/organization and working group/ other related stakeholders.
- Provide technical feedback, advice, and guidance for the implementation of the activities.

The company/organization will:

- Cover all its management, operational, and activity related costs, including travel, materials, printing, telecommunication, FGD/Workshop/Training in the village level, and RESCO notarial deed.

#### H. QUALIFICATION & EXPERIENCES

#### 1. Company/Organization Qualification

The UNDP is seeking Company/Organization, which can demonstrate:

- 1. Experience in community development services
  - Relevant 2 projects within 5 years
  - Experience in capacity building of local communities.
  - Experience working with community in remote area.
  - Experience in local stakeholder engagement
- 2. Experience in establishing, facilitating, and providing training BUMDES or business unit at village level
- 3. Experience in rural electrification using renewable energy is preferable
- 4. Demonstrate good performance from the previous similar experience
- 5. Demonstrate capacity in quality assurance and risk mitigation
- 6. Registered company with valid registration certificate

#### 2. Key Personnel Qualification

The Company/organization will propose a team with composition and qualification of key personnel to implement this assignment as follow:

#### a) Team Leader, 1 person

i. Qualifications:

- Master's degree in engineering, socio science, environmental science or other relevant fields with at least 5 years professional experience in the field of climate change, Renewable energy, community development or environmental management or, Bachelor's degree with 8 years professional experience in the field of climate change, Renewable energy, community development or environmental management
- Experience in supervising remote data collection and monitoring
- Experience in capacity building and training community
- Experiences in working with village/sub district level in Indonesia are preferred.
- Preferred in having experience in rural electrification through renewable energy

#### ii. Competencies and Skill:

- Good knowledge of BUMDES;
- Fluent both in Bahasa Indonesia and English, both in writing and speaking.
- Good communication and coordination skills
- Good analytical, monitoring and reporting skills
- Good leadership skill

#### b) Community Development Officer, 2 persons

- i. Qualification
  - Bachelor's degree or equivalent in community development studies, sociology, or other relevant fields.
  - At least 3 years of experience in community development project.
  - Understanding about technical aspect about community development.
  - Experience in participatory rural appraisal (PRA) method;
  - Experience in training with community;
  - Preferred in having experience in rural electrification through renewable energy

#### ii. Competencies and Skill:

- Good knowledge about gender inclusive and stakeholder mapping
- Good in remote monitoring and reporting
- Familiar with BUMDES
- Familiar with marginal community is preferred

#### c) Business Development Officer, 2 persons

#### i. Qualifications:

- Bachelor's degree in economics development or other relevant fields.
- At least 3 years experiences in BUMDES or Micro, small and medium enterprises
- Experience in developing local community enterprises (Statutes/Bylaws, Business Plan for micro, small and medium enterprises, Board structure of the local enterprises).
- Experience in FGD and training for community.

#### ii. Competencies and Skills:

- Good in identification and analytical skill for potential Local economic development
- Familiar with marginal community is preferred.

#### d) Village Facilitator (1 person per village)

- i. Qualifications:
  - Bachelor's degree in engineering, environmental science, economics development, community development studies or other relevant fields.
  - At least one-year experience working in rural areas.
  - Familiar with BUMDES, Cooperative or Micro, small and medium enterprises is a must.
  - Experience in conducting FGD, training and workshop in community groups, village level.
  - Experience in facilitation of renewable energy project is preferable.

#### ii. Competencies and Skills:

- Ability to adapt to local culture.
- Good interpersonal skills.
- Ability to write report

#### 3. Composition of Key Staff

A guideline proposed staffing structure for the company/organization is given in the following Table. <u>Bidders</u> should specify the amount of the time of key staff will spend in the field during project period. The combined team's CV should clearly demonstrate experience in the above-mentioned disciplines. Bidders are encouraged to review and propose their own staffing schedule to match the project need. Bid submissions must include CVs for proposed staff in the format given in the Attachment II "Technical Proposal Format", Section 3: Personnel.

Estimated staffing structure and duration of work:

Description	Number of	Working
	Key	Duration/person
	Personnel	
Team leader	1	18 Month
Community	2	18 Month
Development Officer		
Business	2	18 Month
development Officer		
Village Facilitators	23	18 Month

#### Annex to the TOR:

Outline of facilitator's Pocketbook

- 1. Background ACCESS Project
- 2. Facilitator's Task and Work Plan
- Understanding PLTS Project
   3.a Installed Capacity
   3.b Electricity utilization
   3.c Contribution for O&M

3.d Common Issues

- 4. Village Stakeholder Mapping & Communication Strategy
- 5. Community Development Approach
  - 5.a Gender inclusive principles
  - 5.b Participatory Rural Appraisal
  - 5.c etc. (selected vendor may propose additional topic/content)
- 6. Local PLTS Operator
  - 6.a Roles & Function
  - 6.b Recruitment process
  - 6.c Capacity Building Process
- 7. Bumdes Listrik Desa
  - 7a. Basic Knowledge about BUMDES
  - 7b. Simple administrative and management for BUMDES
  - 7c. How to structure BUMDES and unit business
  - 7d. How to make business plan for electrical facilities
  - 78. Local Economic Development
- 8. Conflict Resolution
- 9. Monitoring & Reporting

# 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?	
<ul> <li>Form A: Technical Proposal Submission Form</li> </ul>	
<ul> <li>Form B: Bidder Information Form</li> </ul>	
<ul> <li>Form C: Joint Venture/Consortium/ Association Information Form</li> </ul>	
<ul> <li>Form D: Qualification Form</li> </ul>	
<ul> <li>Form E: Format of Technical Proposal</li> </ul>	
<ul> <li>Form H: Proposal Security Form</li> </ul>	
[Add other forms as necessary]	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

### **Financial Proposal Envelope**

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

<ul> <li>Form F: Financial Proposal Submission Form</li> </ul>	
<ul> <li>Form G: Financial Proposal Form</li> </ul>	

# 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?	□ Yes □ No If yes, [insert UGNM vendor number]	
Are you a UNDP vendor?	□ Yes □ 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> <li>Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>Certificate of Incorporation/ Business Registration</li> <li>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</li> <li>Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</li> <li>Power of Attorney</li> <li>Latest Audited financial Statement in the last three years</li> </ul>	

# **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.

Νο	<b>Name of Partner and contact information</b> (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,	[Complete]
Association during the RFP process and, in the event a Contract is awarded, during	[Complete]
contract execution)	
contract execution	

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:

 $\Box$  Letter of intent to form a joint venture **OR**  $\Box$  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:
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**

Contrac	ct non-performance o	lid not occur for the last 3 years	
Contrac	ct(s) not performed fo	or the last 3 years	
Year	Non- performed portion of contract	Contract Identification	<b>Total Contract Amount</b> (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

### Litigation History (including pending litigation)

⊔ No litig	ation history for the	last 3 years	
□ Litigatio	on History as indicate	ed below	
Year of	Amount in	Contract Identification	Total Contract Amount
dispute	dispute (in US\$)		(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.

 $\hfill\square$  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 Year Year	USD USD USD
Latest Credit Rating (if any), indicate the source		

<b>Financial information</b> (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	Inf	formation from Balance Shee	t
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Infor	mation from Income Stateme	ent
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	[INSERT]
PROFICIENCY	
EDUCATION/ QUALIFICATIONS	[SUMMARIZE COLLEGE/UNIVERSITY AND OTHER SPECIALIZED EDUCATION OF PERSONNEL MEMBER, GIVING NAMES OF SCHOOLS, DATES ATTENDED, AND DEGREES/QUALIFICATIONS
	OBTAINED.]

	[INSERT]
PROFESSIONAL	[PROVIDE DETAILS OF PROFESSIONAL CERTIFICATIONS RELEVANT TO THE SCOPE OF SERVICES]
CERTIFICATIONS	<ul> <li>NAME OF INSTITUTION: [INSERT]</li> <li>DATE OF CERTIFICATION: [INSERT]</li> </ul>
EMPLOYMENT RECORD/ EXPERIENCE	[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.]
	[INSERT]

		[PROVIDE NAMES, ADDRESSES, PHONE AND EMAIL CONTACT INFORMATION FOR TWO (2) REFERENCES]
		REFERENCE 1:
REFERE	NCES	[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	В	C=A+B
In-Country				
Home Based				
		Subtotal P	rofessional Fees:	

### Table 3: Breakdown of Other Costs

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			

Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
Subtotal Other Costs:				

# Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	<b>Time</b> (person days)	Professional Fees	Other Costs	Total
Deliverable 1				
Deliverable 2				
Deliverable 3				

### FORM H: FORM OF PROPOSAL SECURITY

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

#### To: UNDP

#### [Insert contact information as provided in Data Sheet]

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

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

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

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

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

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

#### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature:		 	
Date:			
Name of Ba	ank	 	

[Stamp with official stamp of the Bank]