

United Nations Development Programme



REQUEST FOR PROPOSAL

Consulting Service for Design and Construction Supervision of Solar PV Off-grid System

RFP No.: **RFP-UNDP-ACCESS-147761-027-2021**

Project: Accelerating Clean Energy Access to Reduce Inequality (ACCESS) Project

Country: Indonesia

Issued on: 7 July 2021

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Dear Sir / Madam:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal with reference RFP-UNDP-ACCESS-147761-027-2021- Consulting Service for Design and Construction Supervision of Solar PV Off-grid System

A bidder's conference will be held on:

Date/Time : 15th July 2021 starting 1330 hour (GMT+7)

Place : Zoom On Line Meeting (<https://undp.zoom.us/j/82570367056>)

Meeting ID : 825 7036 7056

Detailed Terms of Reference (TOR) as well as other requirements are listed in the RFP available on UNDP ATLAS e-Tendering system (<https://etendering.partneragencies.org>) Event ID: **IDN10 0000009730**

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

NOTE! The Technical Proposal and Financial Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address.

The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Technical Proposal has been found to be pass the technical evaluation stage. Once a Technical Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal.

The Proposer shall assume the responsibility for not encrypting the Financial Proposal. **NOTE: DO NOT ENTER BID AMOUNT IN THE SYSTEM, INSTEAD ENTER THE NUMBER 1. Failed to meet this requirement, proposal will be rejected**

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it is submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. In case of any discrepancies, the deadline indicated in the system shall prevail. Kindly ensure that supporting documents required are signed and stamped and in the .pdf format, and free from any virus or corrupted files and the FINANCIAL PROPOSAL IS PASSWORD PROTECTED. **Failed to meet this requirement, proposal will be rejected**

NOTE: The file name should contain only Latin characters (No Cyrillic or other alphabets.). You are kindly requested to indicate whether your company intends to submit a Proposal by clicking "Accept Invitation" but not later than **15th July 2021** If this is not the case, UNDP would appreciate indicating your reason, for our records.

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

Username: event.guest

Password: why2change

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

Please note that ATLAS has following minimum requirements for password:

1. Minimum length of 8 characters.
2. At least one capital letter; and
3. At least one number.

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

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

The user guide and video are available to you in the UNDP public website in this link:

<https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders.html>

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

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

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

Yours sincerely,

FOR



Martin Stephanus Kurnia
Procurement Analyst

Section 1. Letter of Invitation

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

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

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form
 - o 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.

Please acknowledge receipt of this RFP by sending an email to dwi.arisanty@undp.org / yusef.millah@undp.org, indicating whether you intend to submit a Proposal or otherwise (**please indicate the reason**). 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: Dwi Arisanty
Title: Procurement Assistant
Date: **July 7, 2021**

Approved by:



FOR

Name: Martin Stephanus Kurnia
Title: Procurement Analyst
Date: **July 7, 2021**

Section 2. Instruction to Bidders

a.	GENERAL PROVISIONS
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscclconduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their</p>

employees meet the eligibility requirements as established by UNDP.	
4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
b. PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>

7. Language	7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Proposal	8.1 The Proposal shall comprise of the following documents: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Proposal Format and Content	10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP. 10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive. 10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP 10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
11. Financial Proposals	11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. 11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price. 11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.
12. Proposal Security	12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal. 12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected. 12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal. 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the

	<p>Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and

	<p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and</p>

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

	<p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE 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: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/
23. Deadline for Submission of Proposals and Late Proposals	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
24. Withdrawal, Substitution, and Modification of Proposals	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Cancelling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at</p>

	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	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination b) Minimum Eligibility and Qualification (if pre-qualification is not done) c) Evaluation of Technical Proposals d) Evaluation of Financial Proposals
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP</p>

<p>Technical and Financial Proposals</p>	<p>documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (70%) + (FP Rating) x (30%)</p> </div>
<p>31. Due Diligence</p>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the

	selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
e. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All	<p>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</p>

Proposals		time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36.Award Criteria	36.1	Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37.Debriefing	37.1	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38.Right to Vary Requirements at the Time of Award	38.1	At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39.Contract Signature	39.1	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40.Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41.Performance Security	41.1	40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42.Bank Guarantee for Advanced Payment	42.1	Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43.Liquidated Damages	43.1	If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.

44. Payment Provisions	<p>44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.</p>
45. Vendor Protest	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	Will be conducted Venue: Zoom on line meeting (https://undp.zoom.us/j/82570367056) Meeting ID: 825 7036 7056 Date/Time : July 15, 2021 1:30 PM
5	10	Proposal Validity Period	120 days
6	14	Bid Security	Required in the amount of USD 6000 Acceptable Forms of Bid Security <ul style="list-style-type: none"> ▪ Bank Guarantee (See Section 8 for template) ▪ Any Bank-issued Check / Cashier's Check / Certified Check
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.3% Max. number of days of delay 30 Calendar Days, after which UNDP may terminate the contract. The liquidated damage will not be imposed if the delay was due to the delay in EPC company progress. However, if the delay is not due to the delay in EPC, the liquidated damage will be imposed.

9	40	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	18	Currency of Proposal	Indonesian Rupiah for local bidders or US Dollar for international bidders
11	31	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Dwi Arisanty / Yusef Saiful M. E-mail address: dwi.arisanty@undp.org and yusef.millah@undp.org
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	Refer to the deadline in the eTendering system For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
15	22	Allowable Manner of Submitting Proposals	<input type="checkbox"/> Courier/Hand Delivery <input type="checkbox"/> Submission by email <input checked="" type="checkbox"/> e-Tendering
16	22	Proposal Submission Address	https://etendering.partneragencies.org Event ID number: IDN10 - 0000009730
17	22	Electronic submission (eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP ▪ Max. File Size per transmission: Not applicable ▪ Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: UNDP Office

			Menara Thamrin Building, 7th Floor, Jl. M. H. Thamrin Kav. 3, Jakarta 10250 NOTE: Bidders who submitted proposal will be contacted by UNDP on the date to submit original Bid Security
18	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%.
19		Expected date for commencement of Contract	October 1, 2021
20		Maximum expected duration of contract	9 Months
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Purchase Order and Contract for Goods and Services for UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		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 Note: While entering the financial proposal in the e-Tendering system, always mention your bid price as 1. Please do not mention the value of your financial proposal in the e-Tendering system. It should only be mentioned in the Password-protected forms on Financial Proposal Submission Form (Form F) and Financial Proposal Form (Form G). The proposals of the companies who will reveal the value of their financial proposal in the e-Tendering system will automatically be disqualified/Rejected

Section 4. Evaluation Criteria

Preliminary Examination Criteria

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

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

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form

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

Previous Experience	Minimum of 3 years project management experience especially in engineering, procurement, construction of solar PV power plant projects with a significant geographical spread throughout the Indonesian archipelago. This shall include at least 2 years of experience in design and construction supervision of EPC solar PV project. Experience in EPC of the centralized off-grid solar PV power plant in the region or in Indonesia is preferable.	Form D: Qualification Form
	Minimum 2 contracts of similar value, nature and complexity implemented over the last 10 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD500,000 for the last 4 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i> Quick Ratio (QR) of not less than 1.0; proposers may use the form of Balance Sheet to calculate QR. If QR is less than 1, UNDP shall verify financial capacity of the proposer and has the authority to seek references from concerned parties & banks on the proposer's financial standing. UNDP reserves the right to reject any proposal if submitted by a contractor whom the investigation leads to a result that he/she is not financially capable and/or had serious financial problems.	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form

Technical Evaluation Criteria

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

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing <ul style="list-style-type: none"> - More than 3 years of experience in overseeing construction until commissioning of solar PV power plant system – 10 points for each of additional year of experience (max 20 points) - Experience in reviewing/developing detail engineering design for at least 2 solar PV off-grid system – 20 points - Two satisfactory performance letters that issued by previous clients showing firm's past performance in reviewing detail engineering design and/or overseeing construction until commissioning of the off-grid solar PV power generation/ESS – 20 points (10 points for each satisfactory performance letter) 	60
1.2	General Organizational Capability which is likely to affect implementation: management structure, project management controls, extent to which any work would be subcontracted. <ul style="list-style-type: none"> - Strength of project management structure, management controls– 30 points - Proportion of in-country resources allocated for this project (the more the better) – 20 points - Extent to which any work would be subcontracted (the lesser the better) – 30 points 	80
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region/country <ul style="list-style-type: none"> - Evidence of abilities to conform with national/international standards and regulations for solar PV off-grid system engineering design and construction by providing information on what reference standards and regulations have been applied in the previous relevant experiences.– 40 points - Evidence of abilities in performing commissioning and testing for solar PV off grid system by providing the standard procedures applied in the previous relevant experience– 30 points 	70
1.4	Quality assurance procedures and risk mitigation measures by providing internal SOP of quality assurance – 60 points	60
1.5	Organizational Commitment to Sustainability (mandatory weight) <ul style="list-style-type: none"> -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points 	30

	-Organization is a member of the UN Global Compact – 5 points -Organization demonstrates significant commitment to sustainability through some other means – 5 points , for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	
Total Section 1		300

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Understanding of the requirement: - Have the important aspects of the task been addressed in sufficient detail? 35 points - Are the different components of the project adequately weighted relative to one another? 35 points - Is there a clear understanding of solar PV off grid system in rural areas of Indonesia? 35 points	105
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference and how the different service elements shall be organized, controlled, and delivered – 125 points	125
2.3	Details of the implementation that is properly sequenced, logical, and realistic - Details of implementation plan for evaluating detail engineering design of solar PV off grid system – 30 points - Details of implementation plan for visiting the location in each project site – 60 points - Details of implementation plan for the development of commissioning guideline as well as the commissioning & testing training program for technical inspection agency – 30 points	120
2.4	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	50
Total Section 2		400

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?		50
3.2	Qualifications of key personnel proposed		
3.2 a	Team Leader (1 leader)		50
	- Bachelors Degree in Civil/Electrical/Mechanical engineering	5	
	- General Experience – at least 5 years of experience in project management	10	
	- Specific Experience – at least 3 years of experience in solar PV project	20	
	- Certification (national/international) in Project Management	5	

	- Demonstrated experience in using solar PV design tools such as PVSyst, helioscope, PVSol, or other similar tools	5	
	- Fluency in both Bahasa Indonesia and English	5	
3.2 b	Electrical Engineer (4 engineers)		100
	- Bachelor's degree in electrical/energy engineering or related areas	5	
	- General Experience – at least 3 years of experience as electrical engineer in national/international level	10	
	- Specific Experience – at least 2 years of experience in designing or supervising solar PV project with battery storage in Indonesia	20	
	- Demonstrated experience in using solar PV design tools such as PVSyst, helioscope, PVSol, or other similar tools	15	
	- Excellent understanding of solar PV system main components and balance of system	15	
	- Good understanding in national code of general requirements for electrical installation based on the past experiences stated in the CV (<i>Persyaratan Umum Instalasi Listrik</i>)	10	
	- Good understanding in national code of safety and low voltage electrical installation for household (<i>Keselamatan dan Pemasangan Instalasi Listrik Voltase Rendah untuk Rumah Tangga</i>)	10	
	- Good understanding of international/national standards in solar PV design and installation	5	
	- Certification (national/international) in electrical engineering energy engineering, or construction engineering	5	
	- Fluency in both Bahasa Indonesia and English	5	
3.2 c	Civil Engineer (4 engineer)		100
	- Bachelor's degree in civil/construction engineering	5	
	- General Experience – at least 3 years of experience as civil engineer in national/international level	10	
	- Specific Experience at least 2 years of experience in designing or constructing solar PV in Indonesia	20	
	- Demonstrated experience in using Microsoft office suite and AutoCAD, or other similar CAD tools	15	
	- Excellent understanding of construction design of low voltage distribution networks	15	
	- Excellent understanding of construction design of EPC solar project and associate civil work	20	

	- At least 1 out of 4 proposed personnel has a demonstrated an excellent knowledge in health and safety environment aspect of construction project	5	
	- Certification (national/international) in electrical engineering, energy engineering, or construction engineering	5	
	Fluency in both Bahasa Indonesia and English	5	
Total Section 3			300

Section 5. Terms of Reference

Consulting Service for Design and Construction Supervision of Solar PV Off-grid System

I. Project Description

a. Background and the project objectives

In alignment with the UNDP Strategic Plan to reduce inequality, the acceleration of access to electricity using locally available renewable resources is a strategic 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. Similar development challenge is faced by Timor-Leste government. Provision of electricity and clean water is challenging for remote communities.

Alternative solution is to generate electricity from solar photovoltaic (PV) power plant with battery system. In addition, solar PV Plants is supporting the both country's commitment to increase contribution of renewable energy by 2030. Not only solar PV Plants will provide a reliable and clean energy access for rural areas, but it can also enabling growth and livelihood. Access to energy can support social, educational, and health infrastructure in the village. Moreover, economy can grow by utilizing the energy for income generating or productive activities. ACCESS has been designed to accelerate sustainable transition through the implementation of renewable energy projects that can positively contribute to sustainable development goals.

With the above context, UNDP is currently implementing a four-year (2020-2023) project titled *Accelerating Clean Energy Access to Reduce Inequality* (ACCESS) in Indonesia and Timor-Leste with funding support from the Korea International Cooperation Agency (KOICA) Indonesia. UNDP Indonesia acts as the coordinator for ACCESS project implementation in partnership with KOICA, Indonesia Ministry of Energy & Mineral Resources, Ministry of State Administration of Timor-Leste, and UNDP Timor-Leste.

The ACCESS project's objective is to provide the poor and most vulnerable communities equitable and sustainable access to basic services required for improving livelihoods. To achieve the objective, ACCESS Project Indonesia will implement the following activities:

1. Engineering and construction of centralized solar PV off-grid power plant to provide access to electricity for households in 23 targeted villages of 4 Provinces in Indonesia that can be monitored remotely. The targeted provinces are West Sulawesi, Southeast Sulawesi, East Nusa Tenggara/NTT, and Central Kalimantan Provinces.
2. Building local capacity to operate and maintain built energy infrastructures.
3. Building local institutions to enhance sustainability and scaled-up use of built energy infrastructures.
4. Disseminating result and reach up for scaling up.

At the end of the project, with minimum 30% of women as direct beneficiaries and in compliance with social-environmental safeguards, ACCESS is expected to result in access to electricity to at least 20,000 people in Indonesia and Timor-Leste, and access to water to 3,500 people in Timor-Leste from the total installation of about 1.2 Mega Watt decentralized solar-PV power plants, improve the technical capacity of 80 local people and enhance the sustainability of built clean energy infrastructure at the village level by establishment of local energy service institutions.

b. Context of the required service

The services is required to ensure quality and timely implementation of the Engineering, Procurement and Construction (EPC) of the Solar PV off-grid power plant systems in 23 locations of the ACCESS Project in Indonesia (Locations as per Table 3). The result of the service will provide as quality assurance of the executed work, and will be used as basis for payment certification of the EPC contractor's invoice.

II. Project Description

a. Scope of Services

The purpose of this bidding is to hire highly qualified firm to provide consulting services with following scope of work:

- Review detail engineering design (DED) submitted by the EPC contractor and provide inputs to electromechanical and civil drawing and electrification work of the off-grid Solar PV plant in the 23 locations. Ensuring the construction design is robust, durable, structurally reliable, environment friendly and free from the destructive effects of poor design.
- Check and verify the procurement of goods and construction of the Solar-PV off grid system follows the DED and project execution plan; conduct onsite inspection of the equipment to ensure the materials are delivered as per agreement; verify installation and commissioning of PV power plant.
- Review the proposed commissioning & testing methodology submitted by EPC contractors; develop an improved commissioning guideline version to be used by inspection agency, conduct commissioning training for inspection agency in collaboration with PPSDM EBTKE at the Ministry of Energy.
- The firm will work under the supervision of Review and verify that local operators are well trained pivotal for sustainability of system.

Technical Officer for Rural Electrification/Technical Engineer and overall guidance of National Program Manager of ACCESS Project Indonesia.

Table 1 Summary of Responsibility

Institution	Responsibility
ACCESS Indonesia	Project owner of ACCESS project in Indonesia. The overall supervision of technical issue in the construction of solar PV off-grid system will be the responsibility of technical officer/technical engineer of ACCESS project Indonesia

<i>BPPT</i>	Conduct feasibility study of solar PV off-grid system in 23 villages in ACCESS Indonesia project location (completed in November 2020)
<i>EPC contractor</i>	Conduct detail Engineering Design of Solar PV off-grid system, procurement and construction of Solar PV off-grid system, on the job training for solar PV operator, and after sales warranty in a period of two years (contracted by UNDP in another tender process).
<i>Owner Engineer</i>	Review of proposed DED by EPC contractor, supervision of solar PV off-grid system construction, development of solar PV power plant commissioning and guideline protocol, conduct commissioning & testing of solar PV power plant training for inspection agency, and reviewing the proposed commissioning & testing methodology that is submitted by EPC contractors

The preceding description and following outlines of the scope of work constitutes required task the firm shall carried out. The firm/consultant will critically review this scope and the specified requirements of the contract, and then organize their strategy and approach to the necessary investigations, analyses, designs, etc. to deliver the required results in four visits to the site. The duties of the firm during the assignment shall include the following services and tasks.

1. Detailed Engineering Design (DED) and EPC Procurement Phase

1.1 Site Verification

The preliminary site information prepared from feasibility study might not be significant for careful review and development of the engineering drawing based on proposed design from the vendor.

The firm/consultant will be required to perform site investigation studies with the contractor for completion of the DED, this activity includes to check site preparation for construction work and physical verification of the executed activities. ACCESS project will not be responsible for any additional costs incurred due to failure of the firm/consultant to provide for adequate investigations for completion of the detailed engineering designs. Investigation works will include:

- Evaluation of layout provision for PV array installation, construction of distribution lines and powerhouse building, and others associated layout for the solar PV off grid system, as proposed by EPC contractor, through site visit (1st visit).
- Verification of the contractor invoice of the EPC Solar project against the detail engineering design from the EPC contractor and certify the first payment for the EPC contractor.

1.2 Review of Design Development

The firm/consultant will evaluate the DED made by the EPC firm in close coordination with technical team of ACCESS project and provide feedback to contractor's detail engineering design, this includes electrical, civil, and mechanical (if any) engineering design. Review and ensure the specifications compliance of solar PV power plant as well as distribution lines equipment and design against the applicable national and international standard. Evaluate and provide feedback to the contractor's construction methodology, mobilization plan, risk management plan, and health-socio-environmental work plan. The final concept options will be presented to ACCESS project team Indonesia for review and approval. Once approved the concepts will form the basis for the Detailed Engineering Designs.

2. Construction Supervision and Mobilization Phase

Construction supervision and mobilization phase services shall include the following activities:

- Schedule and conduct a regular biweekly and monthly progress meeting among consultant, contractor, and ACCESS Project to track the construction process
- Conduct site visit and inspect the solar power plant construction progress to ensure the activities are implemented as per agreed PO, defined engineering design and standards, and timeline
- Verify the process of equipment and labor mobilization for the implementation of the works, when such action is approved by ACCESS Project
- Verify solar equipment on site and share quality control report with ACCESS Project technical engineer and officer for final approval
- Perform site inspection (minimum two inspection during construction supervision and mobilization phase) to assess the following activities and share site visit note with ACCESS Project:
 - Oversee site development for civil works and casting of concrete footing of PV mounting support structure (2nd visit)
 - Verification of 70% civil work progress and inspection of 50% solar PV equipment delivery to the site/storage (3rd visit)
- Assist and report the technical issues onsite that would affect the effective completion of the EPC contractor
- Monitor Health Safety Environment compliance and pre-identified socio-environmental risk that is developed by the EPC contractor
- Identify the construction compliance to the project timeline by using Critical Path Method (CPM)
- Assist the Technical Engineer/Technical officer in onsite verification of the project progress for the release of second and third payment for the contractor against the submitted bill of the contractor and certify the payment
- Check and certify the "as built" drawings of the works to be prepared and submitted by the EPC contractor

3. Commissioning and Testing Phase

Upon completion of construction works, the firm/consultant will be responsible to check the quality of all PV off-grid plant installation and power distribution, distribution network, associate Civil work and household electrification. The commissioning and testing phase shall include the following activities:

- Perform one site visit prior to the commissioning and testing – which will be performed by inspection agency – to check 100% construction work of distribution lines, household and public infrastructure connection, and inspection of solar PV power plant installation (4th visit)
- Based on the review of the submitted commission guideline by the EPC, develop a comprehensive solar power plant with battery storage commissioning guideline according to international standard that ensure both visual and performance inspection will be performed

in the commissioning phase by certified inspection agency. Focus Group Discussion is required in the module development phase.

- Prepare a training plan, and in collaboration with PPSDM KEBTKE (KEBTKE Training Centre), conduct training for introducing the developed commissioning guideline to the invited inspection agency. The firm/consultant will contribute in terms of module development and resource person during training. The training venue, invitation to the participant, and accommodation for participant will be the responsibility of PPSDM KEBTKE
- Evaluate and provide feedback to contractor's built drawing, operation & maintenance manual, and warranty claim procedure
- Review and provide feedback about the proposed commissioning test by the EPC contractor
- Assist the Technical Engineer/Technical officer in verification of final payment for the contractor against the commission & testing methodology and result as well as the health-safety-environment compliance and certify the payment
- Assist Project manager in reviewing Contractor's operation and maintenance manual, and verification of onsite training to the local operators by the EPC contractors.

b. Expected Output

- Brief report that justifies the issuance of certification for first, second, third, fourth, and final payment release for the contractor. The justification shall only be provided to ACCESS project.
- Monthly Progress Reports: Based on the work plan agreed with ACCESS project, will deliver a progress report of an entire month which he/she works. The monthly progress report will contain at least but not limited to the list of activities planned for the reporting period, their progress toward the target, results of the activities and a work log sheet. The progress report will be delivered on the last day of each month worked.
- Quality Control Report: Provide and submit quality assurance note about the delivered Solar Equipment, distribution line poles, lightning protection tower and executed civil work.
- Field verification report of the implemented activities against the Contractor invoice for payment process.
- A minimum of three (3) FGD with solar PV developer/EPC in Indonesia and Technical Inspection Agency that able to perform commissioning and testing of solar PV power plant
- A comprehensive solar PV with battery storage commissioning protocol and guideline that complies with international and national standard
- Training for at least five inspection agency that is legally certified to issue a commissioning certificate for solar power plant facility with battery energy storage, the invitation to the participant will be done by PPSDM as the main collaborator in this deliverable
- Final report that includes feedback to the contractor in detail engineering design, report of compliance of equipment and installation.

III. General Responsibilities

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

a. Facilities Provided by ACCESS Project

- No site facilities shall be provided by ACCESS Project.

b. Facilities to be Provided by the firm

- All required facilities and equipment for proper commencement of all works under the assignment shall be Contractor's own responsibility. Unless otherwise explicitly called upon, any facilities shall be deemed included and/or surcharged in/to the consultant's fee rates.
- Duty stations during assignment are in Jakarta and in locations of the selected Lot. The Contractor shall ensure deployment of appropriate personnel in the Duty stations to allow effective project management and coordination with ACCESS Project.

c. Regular Liaison

The Team Leader is expected to coordinate via email with ACCESS Project Manager or ACCESS Technical Officer/Engineer and to liaise with Provincial, District and Village Government of the target locations in the course of performing the work.

d. Institutional Arrangement

1. Supervising Authorities – Contract Execution and Completion

The firm/consultant shall be primarily and ultimately responsible to the ACCESS National Project Manager regarding securing certifications for services completion.

2. Reporting Content and Frequency

The Team Leader shall hold biweekly virtual meeting to present in brief project progress, two weeks look-forward plan and issues to be addressed-if any- with ACCESS Project Manager, ACCESS Technical Officers, ACCESS Technical Engineer, Owner's engineer, UNDP Senior Advisor for Sustainable Energy and other relevant institutions, such as KOICA, Ministry of Energy and Mineral Resources.

The Team Leader shall also submit a monthly report by email to the ACCESS Project Manager, copied to ACCESS Technical Officers, ACCESS Technical Engineer, Owner's engineer and UNDP Senior Advisor for Sustainable Energy. Supported by photographs and site shop drawings reflecting changes (if-any) report shall cover the following:

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

On completion or otherwise upon request, the Contractor shall report by AV presentation or site meetings where warranted. Proposals for the use of Unmanned Aerial Vehicles for progress

monitoring shall be encouraged. These, however, shall support but not at all supplant physical inspection and contractor liaison on site. All irregular or emergency events or situations will be immediately reported to the ACCESS Project Manager. The consultant's cost for the reporting purposes shall be deemed included and/or surcharged in/to the consultant's fee rates.

e. Covid-19 situation

During the covid-19 pandemic, the firm/consultant shall adhere to the most recent situation and follow the protocol as advised by the government of Indonesia. For site visit and FGD the firm/consultant shall follow a strict health protocol. Risk and associated cost with positive infection of corona virus and recovery shall be anticipated and born by the company. The firm/consultant can also propose a reasonable associated cost for covid-19 rapid antibody and antigen testing.

IV. Duration of Works

a. Completion Date

The overall monitoring and verification of the work in all 23 target locations that include (1) Detailed Engineering Design, (2) Procurement, Construction and commissioning, and (3) Training programme is expected to be completed within 9 months from the Contract signing date.

Deliverables/Outputs	Deliverable Schedule
1. Final report on Review of Detail Engineering Design developed by the EPC in 23 sites, including summary of provided technical advice to ACCESS project during the DED process	Within 1.5 months from contract signing date
2. Report on Provision of Construction Supervision for ACCESS project Indonesia in 23 sites including review result of the construction as built drawing, operation & maintenance manual, and warranty claim procedure.	Within 6.5 months from Contract signing date
3. Submission and acceptance by UNDP: <ul style="list-style-type: none"> - A comprehensive commissioning guideline for solar PV off-grid system - Provision of training for at least five technical inspection agency applying the developed commissioning guideline; - Report on the commissioning & testing in 23 sites of Solar PV plants. 	Within 9 months from Contract signing date

b. Approval Lead Time by ACCESS project

ACCESS project must be updated and shall be kept regularly informed of the implementation progress and satisfactory completion, and minimum as requested in the next Section-Reporting Content and Frequency, final payment for Consultants services shall be effective within thirty days of payment approval.

V. Location of Works

The firm/consultant services shall be delivered progressively for all 23 locations in 4 target provinces of West Sulawesi, South-East Sulawesi, East Nusa Tenggara, and Central Kalimantan (Table 3).

Table 3 Locations for Construction of Centralized Off-Grid Solar PV Power Plants of ACCESS Project Indonesia

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

VI. Firm/Consultant Preferred Profile

a. Type of Firm and Specialization Areas

The preferred firm shall be primarily be an engineering firm with experience in providing consultancy services for detailed engineering design, monitoring and construction supervision of EPC solar project.

b. Corporate Qualifications

- Legally registered entity
- The contractor is not suspended, nor debarred, nor identified as ineligible by any UN organization.
- No conflict of interest in accordance with the Request for Proposal
- Not declared bankruptcy
- Does not have non-performance history for the last 3 years.
- No history of court/arbitral award decision against the Contractor

c. Years of Experience

The preferred firm/consultant shall demonstrate at least 3 years project management experience especially in engineering, procurement, construction of solar PV power plant projects with a significant geographical spread throughout the Indonesian archipelago. This shall include at least 2

years of experience in design and construction supervision of EPC solar project. Experience in EPC of the centralized off-grid solar PV power plant in the region or in Indonesia is preferable.

d. Team Structure and Organization

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

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

1	Team Leader (1 leader)
	<ul style="list-style-type: none"> - Bachelors Degree in Civil/Electrical/Mechanical engineering - General Experience – at least 5 years of experience in project management - Specific Experience – at least 3 years of experience in solar PV project - Certification (national/international) in Project Management - Demonstrated experience in using solar PV design tools such as PVSyst, helioscope, PVSol, or other similar tools - Fluency in both Bahasa Indonesia and English
2	Electrical Engineer (4 engineers)
	<ul style="list-style-type: none"> - Bachelor's degree in electrical/energy engineering or related areas
	<ul style="list-style-type: none"> - General Experience – at least 3 years of experience as electrical engineer in national/international level - Specific Experience – at least 2 years of experience in designing or supervising solar PV project with battery storage in Indonesia - Demonstrated experience in using solar PV design tools such as PVSyst, helioscope, PVSol, or other similar tools - Excellent understanding of solar PV system main components and balance of system - Good understanding in national code of general requirements for electrical installation (Persyaratan Umum Instalasi Listrik) - Good understanding in national code of safety and low voltage electrical installation for household (Keselamatan dan Pemasangan Instalasi Listrik Voltase Rendah untuk Rumah Tangga) - Good understanding of international/national standards in solar PV design and installation

	<ul style="list-style-type: none"> - Certification (national/international) in electrical engineering energy engineering, or construction engineering - Fluency in both Bahasa Indonesia and English
3	Civil Engineer (4 engineer)
	<ul style="list-style-type: none"> - Bachelor's degree in civil/construction engineering - General Experience – at least 3 years of experience as civil engineer in national/international level - Specific Experience at least 2 years of experience in designing or constructing solar PV in Indonesia - Demonstrated experience in using Microsoft office suite and AutoCAD, or other similar CAD tools - Excellent understanding of construction design of low voltage distribution networks - Excellent understanding of construction design of EPC solar project and associate civil work - At least 1 out of 4 proposed personnel has a demonstrated an excellent knowledge in health and safety environment aspect of construction project - Certification (national/international) in electrical engineering energy engineering, or construction engineering - Fluency in both Bahasa Indonesia and English

VII. Scope of Proposal Price and Schedule of Payments

No	Title	Deliverables Duration	% of Total
1.0	Pre-construction and DED review support services – 1st Payment Provision of technical advice during DED review, environmental, management plan and risk assessment and layout provision for solar PV installation and distribution lines	1.5 month	20
2.0	Construction Supervision- 2nd Payment Verification Inspection of site development for Civil work and Casting of concrete footing for mounting support structure	2.5 months	25
3.0	Construction Supervision - 3rd Payment verification	2.5 months	25

	Verification of 70% Civil Work progress and Inspection of 50% Equipment upon delivery to the site-3rd Payment Verification		
4.0	Commissioning: Final Payment verification Checking of 100% Construction work completion including commissioning of solar PV plant, checking of street lights and HH electrification	2.5 months	30

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

Section 6: Returnable Bidding Forms / Checklist

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

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

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
▪ Form H: Proposal Security Form	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

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

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

Form A: Technical Proposal Submission Form

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

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

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

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

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Power of Attorney

Form C: Joint Venture/Consortium/Association Information Form

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

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

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

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

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

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

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

Name of partner: _____	Name of partner: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Name of partner: _____	Name of partner: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Form D: Qualification Form

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

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

Historical Contract Non-Performance

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

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

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

Litigation History (including pending litigation)

☐ No litigation history for the last 3 years

☐ Litigation History as indicated below

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

Previous Relevant Experience

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

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

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

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

☐ Attached are the Statements of Satisfactory Performance from the Top 2 (two) Clients or more.

Financial Standing

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

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

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

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

Form E: Format of Technical Proposal

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

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

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken. Two satisfactory performance letters that issued by previous clients.
- 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. Evidence of relevant knowledge in solar PV with ESS design. Evidence of knowledge in national/international solar PV design standards. Evidence of abilities to understand Indonesian electricity regulation as indicated by list of previous contracts. Evidence of abilities in performing commissioning and testing for solar PV off-grid system.
- 1.4 Internal SOP for Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability. Demonstration of 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 Detail description of how to address the specified task and objective and how different component of the project is weighted relative to one another. Demonstration of understanding in solar PV off-grid system for rural areas of Indonesia.
- 2.2 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.
- 2.3 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing, how, and by whom the activities will be delivered. This includes the implementation plan for evaluating and reviewing detailed engineering design from EPC, site visit in each project site, development of commissioning guideline and the training program.
- 2.4 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

- 2.5 Any other comments or information regarding the project approach and methodology that will be adopted.

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

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

SECTION 3: Management Structure and Key Personnel

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

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

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

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

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

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

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

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

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

Name: _____
Title: _____
Date: _____
Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form

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

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

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

Currency of the proposal: [Insert Currency]

Table 1: Summary of Overall Prices

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

Table 2: Breakdown of Professional Fees

Name	Position	Fee Rate	No. of Days/months/ hours	Total Amount
		A	B	C=A+B
	Team Leader		9 manmonth	
	Electrical Engineer (4 personnel)		32 manmonth	
	Civil Engineer (4 manmonth)		32 manmonth	
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs

Description	Qty	UOM	Freq	UOM	Unit Price	Total Amount
1.Detailed Engineering Design (DED) and EPV Procurement Phase Verification of the proposed design layout for solar PV power plant and distribution lines :						

- Perdiem for 2 Engineer in East Nusa Tenggara	2	Person	10	Day		
- Airplane Ticket (Jakarta-East Nusa Tenggara)	2	Person	1	return		
- Terminal Allowance Jakarta	2	Person	1	Time		
- Terminal Allowance East Nusa Tenggara	2	Person	1	Time		
- Local travelling to site in East Nusa Tenggara	2	Person	10	Day		
- Perdiem for 2 Engineer in West Sulawesi	2	Person	10	Day		
- Airplane Ticket (Jakarta-West Sulawesi)	2	Person	1	return		
- Terminal Allowance Jakarta	2	Person	1	Time		
- Terminal Allowance West Sulawesi	2	Person	1	Time		
- Local travelling to site in West Sulawesi	2	Person	10	Day		
- Perdiem for 2 Engineer in Central Kalimantan	2	Person	10	Day		
- Airplane Ticket (Jakarta-Central Kalimantan)	2	Person	1	return		
- Terminal Allowance Jakarta	2	Person	1	Time		
- Terminal Allowance Central Kalimantan	2	Person	1	Time		
- Local travelling to site in Central Kalimantan	2	Person	10	Day		
- Perdiem for 2 Engineers in Southeast Sulawesi	2	Person	15	Day		
- Airplane Ticket (Jakarta-Southeast Sulawesi)	2	Person	1	return		
- Terminal Allowance Jakarta	2	Person	1	Time		
- Terminal Allowance Southeast Sulawesi	2	Person	1	Time		
- Local travelling to site in Southeast Sulawesi	2	Person	15	Day		
2.Construction Supervision and Mobilization Phase						
Oversee site development for civil works and casting of concrete footing of PV mounting support structure :						
- Perdiem for 2 Engineer in East Nusa Tenggara	2	Person	10	Day		
- Airplane Ticket (Jakarta-East Nusa Tenggara)	2	Person	1	return		
- Terminal Allowance Jakarta	2	Person	1	Time		
- Terminal Allowance East Nusa Tenggara	2	Person	1	Time		
- Local travelling to site in East Nusa Tenggara	2	Person	10	Day		
- Perdiem for 2 Engineer in West Sulawesi	2	Person	10	Day		
- Airplane Ticket (Jakarta-West Sulawesi)	2	Person	1	return		
- Terminal Allowance Jakarta	2	Person	1	Time		
- Terminal Allowance West Sulawesi	2	Person	1	Time		
- Local travelling to site in West Sulawesi	2	Person	10	Day		
- Perdiem for 2 Engineer in Central Kalimantan	2	Person	10	Day		

- Airplane Ticket (Jakarta-Central Kalimantan)	2	Person	1	return		
- Terminal Allowance Jakarta	2	Person	1	Time		
- Terminal Allowance Central Kalimantan	2	Person	1	Time		
- Local travelling to site in Central Kalimantan	2	Person	10	Day		
- Perdiem for 2 Engineers in Southeast Sulawesi	2	Person	15	Day		
- Airplane Ticket (Jakarta-Southeast Sulawesi)	2	Person	1	return		
- Terminal Allowance Jakarta	2	Person	1	Time		
- Terminal Allowance Southeast Sulawesi	2	Person	1	Time		
- Local travelling to site in Southeast Sulawesi	2	Person	15	Day		
Verification of 70% civil work progress and inspection of 50% solar PV equipment delivery to the site/storage:						
- Perdiem for 2 Engineer in East Nusa Tenggara	2	Person	10	Day		
- Airplane Ticket (Jakarta-East Nusa Tenggara)	2	Person	1	return		
- Terminal Allowance Jakarta	2	Person	1	Time		
- Terminal Allowance East Nusa Tenggara	2	Person	1	Time		
- Local travelling to site in East Nusa Tenggara	2	Person	10	Day		
- Perdiem for 2 Engineer in West Sulawesi	2	Person	10	Day		
- Airplane Ticket (Jakarta-West Sulawesi)	2	Person	1	return		
- Terminal Allowance Jakarta	2	Person	1	Time		
- Terminal Allowance West Sulawesi	2	Person	1	Time		
- Local travelling to site in West Sulawesi	2	Person	10	Day		
- Perdiem for 2 Engineer in Central Kalimantan	2	Person	10	Day		
- Airplane Ticket (Jakarta-Central Kalimantan)	2	Person	1	return		
- Terminal Allowance Jakarta	2	Person	1	Time		
- Terminal Allowance Central Kalimantan	2	Person	1	Time		
- Local travelling to site in Central Kalimantan	2	Person	10	Day		
- Perdiem for 2 Engineers in Southeast Sulawesi	2	Person	15	Day		
- Airplane Ticket (Jakarta-Southeast Sulawesi)	2	Person	1	return		
- Terminal Allowance Jakarta	2	Person	1	Time		
- Terminal Allowance Southeast Sulawesi	2	Person	1	Time		
- Local travelling to site in Southeast Sulawesi	2	Person	15	Day		
Monitor distribution lines, Household connection, and inspection of solar PV power plant installation and lightning protection system :						
- Perdiem for 2 Engineer in East Nusa Tenggara	2	Person	14			
- Airplane Ticket (Jakarta-East Nusa Tenggara)	2	Person	1			

- Terminal Allowance Jakarta	2	Person	1			
- Terminal Allowance East Nusa Tenggara	2	Person	1			
- Local travelling to site in East Nusa Tenggara	2	Person	14			
- Perdiem for 2 Engineer in West Sulawesi	2	Person	14			
- Airplane Ticket (Jakarta-West Sulawesi)	2	Person	1			
- Terminal Allowance Jakarta	2	Person	1			
- Terminal Allowance West Sulawesi	2	Person	1			
- Local travelling to site in West Sulawesi	2	Person	14			
- Perdiem for 2 Engineer in Central Kalimantan	2	Person	14			
- Airplane Ticket (Jakarta-Central Kalimantan)	2	Person	1			
- Terminal Allowance Jakarta	2	Person	1			
- Terminal Allowance Central Kalimantan	2	Person	1			
- Local travelling to site in Central Kalimantan	2	Person	14			
- Perdiem for 2 Engineers in Southeast Sulawesi	2	Person	21			
- Airplane Ticket (Jakarta-Southeast Sulawesi)	2	Person	1			
- Terminal Allowance Jakarta	2	Person	1			
- Terminal Allowance Southeast Sulawesi	2	Person	1			
- Local travelling to site in Southeast Sulawesi	2	Person	21			
3.Commissioning and Testing						
Development of Commissioning and Testing Module :						
- Meeting package FGD for module development	15	Person	3			
Covid19 Health Protocol :						
Rapid test	8	Person	10			
PCR test	8	Person	10			
Mask and Hand Sanitizer	8	Person	4			
Others :						
Equipment for site Visit						
- Digital Clamp Meter	8	Unit	1			
- Continuity & Grounding Tester	8	Unit	1			
- Thermal Imager	8	Unit	1			
Office Supply	1	Unit	1			
Management Fee	1	Unit	1			
Subtotal Other Costs:						

Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	Time (person days)	Professional Fees	Other Costs	Total
Pre-construction and DED review support services – 1st Payment Provision of technical advice during DED review, environmental, management plan and risk assessment and layout provision for solar PV installation and distribution lines				
Construction Supervision- 2nd Payment Verification Inspection of site development for Civil work and Casting of concrete footing for mounting support structure				
Construction Supervision- 3rd Payment verification Verification of 70% Civil Work progress and Inspection of 50% Equipment upon delivery to the site-3rd Payment Verification				
Commissioning- Final Payment verification Checking of 100% Construction work completion including commissioning of solar PV plant, checking of street lights and HH electrification				

Form H: Form of Proposal Security

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

To: UNDP

[Insert contact information as provided in Data Sheet]

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]