



REQUEST FOR PROPOSAL (RFP)

TO: Interested Organizations/Firms	DATE: 15 June 2009
	Reference: RFP N° 0047/2009 “Master Plan to Develop Tourism in the Bromo Area of East Java”

Dear Sir/Madam,

1. We hereby solicit your proposal for provision of services for “Master Plan to Develop Tourism in the Bromo Area of East Java”, as per the enclosed Terms of Reference (Annex I).
2. To enable you to submit a proposal, attached are:

General Information:

Terms of Reference	(Annex I)
Instructions to Bidders	(Annex II)
Service Contract & ILO Condition for Service Contracts	(Annex III)

Forms and Formats:

Operational & Technical Proposal Format	(Attachment I)
Price Schedule	(Attachment II)

3. If you request additional information, please send it to address/e-mail below in writing, latest by 25 July 2009 (17:00 hours Jakarta time):

Contact Person: Matthieu Cognac

Address: International Labour Organization – Jakarta
Menara Thamrin, Level 22
Jalan M.H Thamrin Kav.3
Jakarta 10250
Indonesia

Fax: 021 – 3100766

E-Mail: cognac@ilo.org and cc to jakarta@ilo.org

If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

4. Submission of Proposal

Your offer comprising a technical proposal and financial proposal, should reach the address below via courier/hand delivery on or before **Thursday, 6 August 2009 at 17:00 hours Jakarta time**. Late offers may be rejected. **Please seal the Proposal in one outer and two inner envelopes, mark with RFP reference number indicate below, and send it to:**

- *Address:*

**International Labour Office – Job Opportunities for Youth (JOY) Project
Menara Thamrin, Level 22
Jalan M.H. Thamrin Kav.3
Jakarta 10250, Indonesia
Attention: Registry/JOY Project – Master Plan to Develop Tourism in the Bromo Area of East Java**

and,

- *marked with:*

“RFP N° 0047/2009: Master Plan to Develop Tourism in the Bromo Area of East Java ”

Both inner envelopes shall indicate the name and address of the Bidder. The first inner envelope shall contain the information specified in the Attachment I (*Operational & Technical Proposal Format*) with the copies duly marked “Original” and “Copy”.

The second inner envelope shall include the information specified in the Attachment II (*Price Schedule*), duly identified as “Price Schedule”.

Please note that at any time prior to the deadline for submission of Proposals, ILO may, for any reason, whether at its own initiatives or in response to a clarification requested by a prospective Bidder, modify the Solicitation Document by amendment, including through provision of supplementary Information. Prospective bidders are therefore advised to regularly check the ILO Indonesia website <http://www.ilo.org/jakarta/about/job.htm> for amendment.

ANNEX I
TERMS OF REFERENCE

“Master Plan to Develop Tourism in the Bromo Area of East Java”

RFP N° 0047/2009



INTERNATIONAL LABOUR ORGANISATION
JOY Projects

Terms of Reference for a
Master Plan to Develop Tourism in the Bromo Area of East Java

1. Introduction

- 1) The Government of East Java is committed to the development of tourism in its province, for the sake of employment creation and economic growth. Efforts are under way on the part of the regional government and tourism players to develop the province as one of Indonesia's most important tourist destinations after Bali. These efforts include the construction of the East Java southern road network with 11 new toll roads scheduled to be completed in 2010.
- 2) Recognizing its competitive advantages over other regions, the Government of East Java has identified the "*Bromo Semeru Tengger*" National Park as an area that presents significant economic potential for growth and employment creation.
- 3) The Government of East Java through its provincial planning office (*Bapeprov*) has requested the International Labour Organization (ILO) to target the districts of Pasuruan and Malang for the site of the local economic development interventions of its "*JOY*" (*Job Opportunities for Youth*) programme. In Pasuruan, local government has requested a stronger focus on the sub-district of Nongkojajar while in Malang, local government has requested the ILO to focus on the sub-district of Poncokusumo
- 4) In both sub-districts, local economic development interventions have been initiated, involving stakeholders from the government, the private sector and civil societies. In both places, tourism was identified as a key area for growth, principally because of the comparative advantage offered by the presence of the iconic Bromo volcano, situated within the "*Bromo-Semeru-Tengger*" National Park.
- 5) To support the launch of tourism activities, the ILO coordinated the assessment of its potential and the results of this report were presented to the regent of Malang and other district representatives in June, 2008. The findings confirmed the significant potential for tourism growth in the region and recommended the involvement of travel agents for the creation of tour packages. Furthermore, the study recommended the improvement and construction of tourism infrastructure in the vicinity of the "*Bromo-Semeru-Tengger*" National Park.
- 6) The assessment also recommended to contemplate the potential for implementation (through adaptation) in East Java of the existing "*Vulcania*" Thematic Park in the province of Auvergne, France. This successful thematic park combines the diffusion of educational knowledge in Earth Sciences (namely Volcanology), with leisure and entertainment. Its main objectives are three: a) to protect the natural environment, b) to diffuse scientific knowledges and c) to promote economic development of the region through sustainable tourism.

- 7) At stake are all issues relevant to developing the Bromo area into a major attraction pole centred around volcano tourism activities. The impact of such project would be particularly relevant to issues of a) poverty reduction (supporting education as 1st priority), b) sustainable economic growth (boosting trade and investment) and c) good governance and security (promoting better law reinforcement).
- 8) The methodological framework required for the launch of such development project necessitates a thorough Master Plan, that will include three fundamental components:
 - i. Component 1/ Spatial planning
 - ii. Component 2/ Feasibility study on the adaptation of Vulcania in East Java
 - iii. Component 3/ Marketing plan
- 9) The Master Plan will encompass the tourism development of the Bromo-Semeru-Tengger area and pay particular attention on issues relevant to the protection of the environment, the promotion of environmental education, sustainable management of natural resources and the economic and social development of rural areas.
- 10) The ILO will support the coordination of activities among all actors involved in the Master Plan including the consulting agency, the Indonesian ministry of Home Affairs, the national ministry of tourism of Indonesia, the district and provincial authorities in East Java, the French Regional Authorities in Auvergne and the management of the Vulcania Theme Park in France.

Implementation

1. A specialized consultancy firm will be responsible for elaborating a Master Plan on the concept of developing the tourism potential of the Bromo area in East Java.
2. The selected consultancy firm will refer to priorities set out by the Indonesia-European Community Strategy Paper 2007-2013 and seek to align their recommendations with the objectives of the Strategic Paper.
3. The consultancy firm in its proposal shall specify the number and names of mobilized experts, their qualification, and present a detailed working plan specifying the man/months of work involved in office and on the field, the cost of the experts, the administrative costs, etc. The offer shall comprise separate technical and financial analysis and shall be submitted according to the "double envelop" system. The evaluation shall be made on the basis of selection criteria used by International Organizations.
4. The consultancy firm shall begin the work within a week after the signature of the contract. The assignment should not last longer than three months and the consultants shall present periodic monthly progress reports to the ILO. The final report incorporating the remarks of the contractor shall be deposited before the end of the 5th month at the latest.
5. The consultancy firm shall execute field work in Indonesia and more specifically will conduct an in depth multidisciplinary research in East Java. It will also compile field surveys, workshops, discussions and interviews at the provincial and at the central level in Jakarta, as necessary. Communication with the regional authorities of Auvergne and with the management team of the Vulcania Theme Park will also be necessary.

Sections of Master Plan

A. Component 1

The Master Plan will identify the following non exhaustive list of sustainable tourism key indicators¹ regarding **Component 1**: “Spatial Planning”:

- A. Sustainable Management
 - Management System
 - Legal Compliance
 - Employee Training
 - Customer Satisfaction
 - Marketing Accuracy
 - Zoning
 - Design and Setting
 - Sustainable Construction
 - Special Needs Access
 - Interpretation
- B. Social/Economic
 - Community Development and Potential Community Involvement in the Project
 - Local Employment
 - Fair-Trade
 - Local Entrepreneurs
 - Indigenous Communities
 - Exploitation
 - Equitable Hiring
 - Employee Protection
 - Basic Services
- C. Cultural Heritage
 - Code of Behavior
 - Historical Artifacts
 - Protection of Sites
 - Incorporation of Culture
- D. Environment
 - Purchasing Policy
 - Consumable Goods
 - Energy Consumption
 - Water Consumption
 - Greenhouse Gas
 - Wastewater
 - Waste Management Plan
 - Harmful Substances
 - Other Pollutants
 - Wildlife Species
 - Wildlife in Captivity
 - Landscaping
 - Biodiversity Conservation and Forestry
 - Interactions with Wildlife
 - Cooperation agreement with National Park Bromo Semeru
- E. External stakeholders
 - Identification of NGOs and International Organizations
 - Identification of academic and research partnership for volcanology conservation, sustainable tourism development and other potential field of interest.

B. Component 2

¹ The project will be based on the Global Sustainable Tourism Criteria launched in October 2008 by the Partnership, initiated by **Rainforest Alliance**, the **United Nations Environment Programme (UNEP)**, the **United Nations Foundation**, and the **United Nations World Tourism Organization (UNWTO)**. Details on each criteria are available at: <http://www.sustainabletourismcriteria.org>

Regarding **Component 2**: “Feasibility study on the adaptation of Vulcania in East Java”, the report will identify the following non exhaustive list of key indicators regarding the construction of the park:

- a. Project framework analysis
- b. Sequencing of event and possible scenarios
- c. Estimated cost of the project/revenue estimates and financial feasibility
- d. Funding analysis
- e. Impact of economic growth and employment (estimated employee numbers for construction and operation – local and national requirements)
- f. Operational mechanism of the adaptation of the park
- g. Location for the park/amount of land required
- h. Land rights issues
- i. Utility requirements, investments and costs (road access, sewage, water, power, telecoms)
- j. Ownership mechanisms of the park
- k. Contractual agreements with Vulcania in France
- l. Technical assistance
- m. Management mechanism
- n. Trainings and research

C. Component 3

The Master Plan will identify the following non exhaustive list of sustainable tourism key indicators regarding **Component 3**: “Marketing Plan”:

This component should also focus on how the Vulcania concept could be adapted to the Asian Market. It should contemplate three basic fundamental principles:

- I- **Avoiding errors of the past.** This part of the study will determine a new concept of Vulcania Asia and it will be most important to carefully review the experience of Vulcania in France.
- II- **Recognizing the project as a Domestic Tourism Product (Indonesia) and as a Regional Tourism Product (ASEAN)** rather than as an International Tourism Product. Domestic and regional tourism constitute sustainable tourism development. In the event of an international crisis, a natural disaster (tsunami, seism etc), terrorism acts or a flu outbreak (such as avian or H1N1), domestic tourism will be first to recover and will help minimise tourism fluctuation. Tourism arrivals will be stabilized by the domestic market.
- III- **Understanding the Asian market.** The knowledge of the Asian market and the clarity of the project will be determinant for the selection of the Consulting Firm.

Objectives

1. The *development objective* is to contribute towards the economic development of East Java. This will be achieved through the enhancement of volcano tourism and the creation of a large scale, financially, environmentally and socially sustainable facilities including the potential adaptation of the “Vulcania” theme park in view to create local jobs, entice inward investment and propel economic growth for neighbouring communities.
2. The *immediate objective* is to produce a Master Plan for developing volcano tourism in the Bromo area of East Java.

Outputs

1. The *output No 1* will be that a detailed Master Plan is produced.

2. The *output No 2* will be that the Master Plan is presented to interested stakeholders in Indonesia.

Competitive process

1. Terms of reference will be distributed through a competitive process to a list of pre-selected consultants.
2. Consulting firms will be given until 6 August 2009 to prepare a proposal and submit it to the ILO office in Jakarta.
3. A consultative review of expressions of interest will take place that will include representatives of the ministry of Home Affairs and of the ILO.
4. Evaluations of applications will be based on criteria including understanding of the concept, knowledge of the industry, knowledge in sustainable tourism development for small and large scale projects, knowledge of the country and region, past experience in similar activities, budget, timeframe and references.

6. Expected Delivery Date

December 2009

7. Code of Conduct

In conducting research, researcher must comply with the following principles:

- a) Researchers must comply with ethical principles of integrity, respect for persons, justice and beneficence.
- b) The sub-contractor must foster and maintain a research environment of intellectual honesty and integrity, and scholarly and scientific rigour. In particular researchers must: (a) respect the truth and the rights of those affected by their research, (b) manage conflicts of interest so that ambition and personal advantage do not compromise ethical or scholarly considerations, (c) adopt methods appropriate for achieving the aims of each research proposal, (d) follow proper practices for safety and security, (e) cite awards, degrees conferred and research publications accurately, including the status of any publication, such as under review or in press. A clear policy of the sub-contractor on the above mentioned issue should be readily available to the researchers.
- c) The sub-contractor should promote effective mentoring and supervision of researchers. This includes advising on research ethics, research design and methods, and the responsible conduct of research.
- d) Written approval from appropriate ethics committees, and other regulatory bodies must be obtained by the sub-contractor when required.
- e) A researcher who considers that research misconduct may have occurred must act in a timely manner, having regard to the institution's policies.
- f) The sub-contractor must guide researchers in the management of research data and primary materials, including storage, access, ownership and confidentiality. The processes must ensure that researchers are informed of relevant confidentiality agreements and restrictions on the use of research data. Computing systems must be secure, and information technology personnel must understand their responsibilities for network security and access control. Those holding primary material, including electronic material, must understand their responsibilities for security and access. The sub-contractor must provide the same level of care and protection to primary research records, such as notebooks, as to the analysed research data.

- g) Sub-contractors must have a policy for managing conflicts of interest. A range of responses is required, depending on the nature of a conflict. The policy should be clearly written and readily available to all staff. In each conflict of interest case, a full disclosure of the related information is to be encouraged. Where the circumstances constitute a conflict of interest, or may lead people to perceive a conflict of interest, the person concerned must not take part in decision-making processes. A record must be kept of how each conflict is managed in the proceedings, even if confidential information must be omitted. Researchers must be ready to acknowledge conflict of interest and make disclosures as appropriate.

ANNEX II
INSTRUCTIONS TO BIDDERS

“Master Plan to Develop Tourism in the Bromo Area of East Java”

RFP N° 0047/2009

A. INTRODUCTION

1. General

The purpose of this Request for Proposal (RFP) is to select one or several research institutions to undertake business climate survey for youth employment.

The Focus of the study, the methodological approach and the outputs expected are described in the Terms of Reference.

2. Cost of proposal

The Bidder shall bear all costs associated with the preparation and submission of the Proposal, ILO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. SOLICITATION DOCUMENTS

3. Contents of solicitation documents

Proposals must offer services for the total requirement for undertaking the study. Proposals offering only part of the requirement will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring ILO entity², in writing at the organization's email/ mailing address or fax number indicated in the Request for Proposal (RFP). The relevant ILO representative will respond in writing to any request for clarification of the Solicitation Documents that it receives prior to the deadline for the submission of Proposals, latest by 25 July 2009 (17:00 hours Jakarta time).

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, ILO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.

Prospective bidders are therefore advised to regularly check the ILO Jakarta website <http://www.ilo.org/jakarta/about/job.htm>.

All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, ILO may, at its discretion, extend the deadline for the submission of Proposals.

² Matthieu Cognac, LED Specialist (Fax: 021-3100766), Email: cognac@ilo.org.

C. PREPARATION OF PROPOSAL

6. Language of the proposal

The Proposals prepared by the Bidder and all correspondence and documents relating to the Proposal exchanged by the Bidder and the procuring ILO entity **shall be written in the English language.**

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission cover letter;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Bidder meets all requirements, completed in accordance with Attachment I;
- (c) Price schedule, completed in accordance with Attachment II;
- (d) Past related studies done by the bidder, of relevance to the subject and CVs of proposed researchers;
- (e) Copy of Organization / Firm's Registration Certificate.

8. Proposal Format

The Bidder shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Bidder's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Bidder should comment on its experience in similar projects and identify the person(s) representing the Bidder in any future dealing with the procuring ILO entity.

(b) Resource plan

This should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Bidder's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the specifications.

(d) Proposed Work plan

This section will provide schedule of activities to undertake the study.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal.

9. Price Schedule

The Bidder shall indicate on an appropriate Price Schedule, an example of which is contained in Terms of Reference (Attachment II), the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in **US dollars**.

11. Period of validity of proposals

Proposals shall remain valid for one hundred eighty (180) days after the date of Proposal submission prescribed by ILO, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by ILO on the grounds that it is non-responsive.

In exceptional circumstances, ILO may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify its Proposal.

12. Payment

Payment will be made directly by ILO to the selected Firm(s) after acceptance of the invoices submitted by the Firm, based on benchmarks and agreed deliverables in the contract and price proposal submitted by the Organization.

D. SUBMISSION OF PROPOSALS

13. Sealing and marking of proposals

The Bidder shall seal the Proposal **in one outer and two inner envelopes**, as detailed below.

- addressed to:

**International Labour Office Job Opportunities for Youth (JOY) Project
Menara Thamrin, Level 22
Jalan M.H. Thamrin Kav.3
Jakarta 10250, Indonesia**

Attention: Registry/JOY Project – “Master Plan to Develop Tourism in the Bromo Area of East Java”

and,

- marked with:

RFP N° 0047/2009: “Master Plan to Develop Tourism in the Bromo Area of East Java”

Both inner envelopes shall indicate the name and address of the Bidder. The first inner envelope shall contain the information specified in the Attachment I (*Operational & Technical Proposal Format*) with the copies duly marked “Original” and “Copy”.

The second inner envelope shall include the information specified in the Attachment II (*Price Schedule*), duly identified as “Price Schedule”.

14. Deadline for submission of proposals

Proposals must be received by ILO at the address specified under clause *Sealing and marking of Proposals* no later than **6 August 2009 at 17:00 hours Jakarta time.**

ILO may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents, in which case all rights and obligation of ILO and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Proposals

Any Proposal received by ILO after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, may be rejected.

16. Modification and withdrawal of Proposals

The Bidder may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the ILO prior to the deadline prescribed for submission of Proposals.

The Bidder’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Bidder on the Proposal Submission Form.

E. OPENING AND EVALUATION OF PROPOSALS

17. Opening of proposals

ILO will open the Proposals in the presence of a Committee formed.

18. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, ILO may at its discretion, as the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing or verbally and no change in price or substance of the Proposal shall be sought, offered or permitted.

19. Evaluation and comparison of proposals

Technical Evaluation

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference.

Bidders may additionally be requested to provide a presentation to ILO on the proposed services.

Price Evaluation

Price proposals of technically responsive proposals will be reviewed. The price schedule will reviewed on the basis of overall costs for the delivery of the services.

F. AWARD OF CONTRACT

20. Award criteria, award of contract

ILO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for ILO's action.

Prior to the expiration of the period of proposal validity, ILO will award the contract to the qualified Bidder whose Proposal, after being evaluated, is considered to be the most responsive to the needs of the organization.

The contract award will be solely based on the combination of a satisfactory technical solution, contractual terms, and the associated price quote for the services requested in this RFP.

ANNEX III
SERVICE CONTRACT AND ILO CONDITIONS FOR SERVICE CONTRACTS

“Master Plan to Develop Tourism in the Bromo Area of East Java”

RFP N° 0047/2009



SERVICE CONTRACT

N° 0047/2009

between

THE INTERNATIONAL LABOUR OFFICE

and

.....
with its registered office located at
(fill in town and street address, not only a Post Box number)

The International Labour Office (hereinafter referred to as “the ILO”) intends that certain work and/or services in connection with its project INS/06/50/MNET “Master Plan to Develop Tourism in the Bromo Area of East Java” be contracted out and (hereinafter referred to as “the Contractor”) has accepted to execute such work and/or services. Therefore the ILO and the Contractor hereby agree as follows:

1. WORK TO BE PERFORMED

- 1.1 The Contractor will perform the work and/or services as described in the Terms of Reference (TOR) attached as Annex 2.
- 1.2 The Contractor shall exercise all reasonable skill, care and diligence in the performance of the work and/or services as above described and hereinafter called the "Work".

2. DETAILS OF WORK IMPLEMENTATION

- 2.1 The Contractor shall commence the Work on 31 August 2009 and complete it at the latest by 31 December 2009.
- 2.2 The work will take place in the Indonesian province of east Java as well as in the capital, Jakarta. It will be necessary to communicate or –preferably- meet up with the representatives of the Vulcania Park in Auvergne, France
- 2.3 ... *(qualification of persons assigned or definition of the persons by naming them. Refer to a further Annex if documents, e.g. CVs are to be attached...)*
- 2.4 ... *(arrangements about necessary equipment, materials, workrooms etc. Refer to a further Annex if documents are to be attached ...)*
- 2.5 The Contractor is entirely responsible for obtaining all necessary licenses or authorizations etc. and for paying all taxes, fees, duties, etc. in relation with this Contract.

3. REPORTS

- 3.1.1 The contractor shall submit a series of reports during the assignment:
- 3.1.2 One month upon the start of the assignment, an Inception Report (max. 5 pages), including contacts made, progress achieved and problems faced
- 3.1.3 Two months into the assignment, a Mid Term Report (max. 10 pages) including progress achieved, problems faced, expected challenges
- 3.2 Upon completion of the Work, a final report shall be submitted to the ILO within 40 (forty) days.

- 3.3 All reports shall be submitted to: Matthieu Cognac, International Labour Office - Jakarta, Menara Thamrin, Level 22, Jalan M.H. Thamrin Kav. 3, Jakarta 10250, Indonesia.

4. PAYMENT AND PAYMENT CONDITIONS

- 4.1 Upon satisfactory completion of the Work, the ILO, in accordance with the provisions below, shall pay the Contractor the total Contract Price and ILO's maximum financial liability under this Contract.
- 4.2 The amount as per sub-clause 4.1 above shall be paid as follows:
- a) 20 % or USD 10,000 (whichever is the lower) as advance payment after receipt by ILO of the countersigned Contract;
 - b) 2nd payment not more than 40% of total contract to cover operational cost payable upon submission of actual work-plan;
 - c) 3rd payment upon submission of draft report (20 %);
 - d) 20% of the total contract price as final payment within 45 (forty-five) days after completion of the Work and acceptance of the final report by the ILO.
- 4.3 Payments as per 4.2 (b), (c) and (d) will only be made against invoices sent to International Labour Office - Jakarta, Menara Thamrin, Level 22, Jalan M.H. Thamrin Kav. 3, Jakarta 10250, Indonesia *and* which state the portion of the Work that has been completed.
- 4.4 The ILO reserves the right not to make payments if the ILO finds a report or the Work's progress unsatisfactory.
- 4.5 Any reimbursement due to the ILO by the Contractor shall be made in the currency of original payment within a period of 30 (thirty) days from the date of receipt of a written notice by the ILO.
- 4.6 Irrespective of their nature, all claims of the contracting parties, other than warranty claims and claims of the ILO to be defended, held harmless or indemnified by the Contractor against claims of third parties in accordance with the ILO Conditions for Service Contracts, arising from or in any way connected with this Contract, shall be asserted within 6 (six) months after its termination.

5. LIQUIDATED DAMAGES

- 5.1 If the Contractor fails to perform in whole or in part the Work or any part thereof within the specified time period(s), the ILO may, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equal to 0.2 per cent of the price of the delayed work and/or services for each day of delay until actual performance, up to a maximum deduction of 10 (ten) per cent of the price of the delayed work and/or services.

6. COMMUNICATION

- 6.1 On all matters arising from this Contract, the Contractor shall deal in the first instance with Matthieu Cognac, International Labour Office - Jakarta, Menara Thamrin, Level 22, Jalan M.H. Thamrin Kav. 3, Jakarta 10250, Indonesia.
Written communications on technical issues shall be addressed to:
International Labour Office – Job Opportunities for Youth Project (JOY) Project, Menara Thamrin, Level 22, Jalan M.H. Thamrin Kav. 3, Jakarta 10250, Indonesia.
with a copy to:
Rolly DAMAYANTI, National Programme Coordinator for Enterprise Development
Janti Gunawan, LPC Surabaya Office
- 6.2 Written communications on issues connected with the provisions of the present Contract, its interpretation or any legal aspects related to it, shall be sent to the address given in the ILO Conditions for Service Contracts set out in Annex 1.

7. TAX EXEMPTION AND CURRENCY FLUCTUATION

- 7.1 Section 9 of the Convention on the Privileges and Immunities of the Specialized Agencies provides, *inter alia*, that the ILO is exempt from all direct taxes, including VAT, except charges for utility services, and is exempt from customs duties and charges of similar nature in respect of services and articles imported or exported for its official use. In the event any government authority refuses to recognize ILO's exemption from such taxes, duties or charges, the Contractor shall immediately consult with the ILO, which will contact the Office of the Legal Adviser (JUR) and the Office of the Treasurer (TR/CF), to determine a mutually acceptable procedure.

- 7.2 Accordingly, the Contractor authorizes ILO to deduct from the Contractor invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the ILO before the payment thereof and ILO has in each instance specifically authorized the Contractor to pay such taxes. In that event, the Contractor shall provide ILO with written evidence that payment of such taxes, duties or charges has been made.
- 7.3 The amount stated in this contract excludes any adjustment or revision on account of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of this contract.

8. FORMATION OF CONTRACT

- 8.1 Terms of business or conditions of contract or general reservations published or issued by the Contractor or written in any correspondence or documents emanating from the Contractor shall not apply to this Contract unless such terms, conditions or general reservations are specifically accepted by the ILO in writing.
- 8.2 This Contract becomes effective upon its signature by both parties. It shall expire upon fulfilment by the parties of their respective obligations or otherwise in accordance with the provisions herein.

9. ANNEXES

The following documents form an integral part of the present Contract:

- 9.1 Annex 1: the ILO Conditions for Service Contracts
 9.2 Annex 2: Request for Proposal N° 0047/2009 “Master Plan to Develop Tourism in the Bromo Area of East Java”
 9.3 Annex 3: Contractor’s Proposal

For the International Labour Office

For the Contractor

 (signature)

 (signature)

----- -----
 (name in printed letters) (title or position)

----- -----
 (name in printed letters) (title or position)

 (place) (date)

 (place) (date)



ILO CONDITIONS FOR SERVICE CONTRACTS

(rev. April 2007)

1. GENERAL CONDITIONS

- 1.1 In the present Conditions for Service Contracts
 - the term “Contractor” stands for any other term that may be used in the preceding contractual document to designate the party concluding the contract with ILO;
 - the term “Contract” stands for the contractual arrangement independently from any other name given to it in the preceding part.
 - the term “Government” stands for the government of the country concerned by the Project;
 - the term “Donor” stands for the institution financing the Project.
- 1.2 The Contractor shall, for the purposes of this Contract, have the status of an independent contractor.
- 1.3 The ILO will retain overall control of the operations carried out by the Contractor for the Work and will monitor the Contractor's performance and compliance with contractual conditions.
- 1.4 The Contractor shall grant officials of the ILO free access at any time to all places where the Work is being performed and shall make available to them all relevant documents.
- 1.5 The Contractor shall immediately report to the ILO in writing any problems encountered which may endanger the implementation of this Contract.
- 1.6 The Contractor shall not assign, in whole or in part, its obligations under this Contract.
- 1.7 The Contractor shall conform to all applicable laws and regulations of the country or countries concerned by the Contract.
- 1.8 Communications on issues connected with the text of the Contract or its interpretation or any legal aspects related to it shall be addressed to:

International Labour Office,
PROCUREMENT
4 route des Morillons,
CH-1211 Geneva 22,
Switzerland

Facsimile: (41)(22) 798 85 29
Phone: (41)(22) 799 76 02
e-mail: procurement@ilo.org
Telex: 415 647 ILO CH

- 1.9 The language to be used for all communications between the parties is English.

2. LABOUR CLAUSES

- 2.1 The Contractor shall respect the International Labour Standards of the International Labour Organisation. In particular, the Contractor shall in all circumstances respect the basic principles of these standards which are:
 - (a) the freely exercised right of workers, without distinction, to organise, to further and defend their interest as well as the protection of those workers who exercise their right to organise;
 - (b) prohibition of forced or compulsory labour in all its forms;
 - (c) equal remuneration for men and women for work of equal value;
 - (d) prohibition of employment of children below 14 (fourteen) years of age or the minimum age for employment permitted by the law of the country where the Work is carried out or the age of the end of compulsory schooling in that country, whichever is higher;
 - (e) equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin.
- 2.2 The Contractor shall ensure that wages are paid in legal tender in full and directly to the workers concerned.
- 2.3 The Contractor shall ensure that the wages of its personnel, their hours of work and the other labour conditions including social security are at least as favourable as those established for work of the same character in the trade or industry concerned in the area where the Work is carried out.

3. STAFF

- 3.1 The Contractor's personnel (“the Personnel”) are not ILO officials nor subject to the ILO Staff Regulations. Accordingly, the Contractor will be responsible for all expenditures in connection with the assignment of Personnel, including allowances, insurance, cost of travel arrangements, local transport, etc.
- 3.2 The Contractor shall insure the Personnel against the consequences of the following risks:

- (a) sickness, injury and death;
- (b) incapacity to work due to accident and sickness either during normal working hours or outside working hours.

Time lost as a result of (a) and/or (b) shall not be chargeable to the ILO.

3.3 The Contractor shall replace any of the Personnel who in the opinion of the ILO endanger the timely and correct implementation of the Work, or who grossly infringe the laws or regulations of the country.

3.4 The Contractor shall be fully responsible for acts and omissions of the Personnel. The Contractor shall ensure that the Personnel conform to all applicable laws and regulations of the country concerned and shall take responsibility for the consequences of any action undertaken by Personnel which reflects adversely on the ILO or its relation with the Government or any other institution.

4. VARIATIONS

4.1 The ILO may at any time, by a written notice given to the Contractor, make changes within the general scope of the Work.

4.2 If any such change causes an increase or decrease in the cost of, or the time foreseen for, the Contractor's performance of any part of the Work, an equitable adjustment shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended.

4.3 Any claim for adjustment under paragraph 4.2 above shall be asserted within 30 (thirty) days from the date of receipt of the ILO's change order.

5. MODIFICATIONS OF THE CONTRACT

5.1 Any modification of this Contract other than changes pursuant to Section 4. above shall be effected by a written amendment executed by the parties to the Contract.

6. TERMINATION OF THE CONTRACT

6.1 The ILO may, without the authorisation of a court or any other authorisation and without prejudice to any other remedy, by written notice to the Contractor, terminate the Contract in whole or in part:

- (a) if the Contractor fails to perform in whole or in part the Work within the specified time period(s) or fails to perform any other

contractual obligation and does not rectify such failure within a period of 20 (twenty) days after receipt of a written notice by the ILO. This right to terminate the Contract may originate from conditions which do not constitute a material breach of contract; or

- (b) if the Contractor becomes bankrupt; otherwise insolvent; or
- (c) if the Contractor is declared undesirable by the Government; or
- (d) if the Government or the Donor terminates the Project before the foreseen date.

In cases of partial termination the Contractor shall continue performance of the Contract to the extent not terminated.

6.2 The Contractor may, by written notice of default sent to the ILO, terminate the Contract:

- a) if the ILO fails to make payments which are due under the Contract and does not rectify such failure within a period of 50 (fifty) days after receipt of the Contractor's written notice of default; or
- b) if the ILO fails in its contractual obligations so as to make it unreasonable for the Contractor to proceed with the performance and does not rectify such failure within a period of 50 (fifty) days after receipt of the Contractor's written notice of default.

6.3 If the ILO terminates the Contract pursuant to paragraph 6.1 (a) to (c), the ILO may procure, upon such terms and in such manner as ILO deems appropriate, work and/or services similar to those not performed and the Contractor shall be liable for any excess costs or damage caused to the ILO by the Contractor's default. The ILO reserves the right to offset costs, incurred by it in relation to the termination of the Contract and/or the replacement of the Contractor, from monies due.

6.4 If the Contract or any part of it is terminated pursuant to paragraph 6.1 above, the Contractor shall not be entitled to any indemnity from the ILO, with the exception of any monies due in respect of work and/or services performed to the satisfaction of the ILO.

6.5 Any termination of the Contract shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Contract.

7. COPYRIGHT

- 7.1 Copyrights resulting from the Work to be performed under this Contract shall be vested in the ILO including, without any limitation, the rights to use, publish, sell, or distribute, privately or publicly, any item or part thereof. **The Contractor is not permitted to use, publish, sell or distribute, privately or publicly, any item or part thereof, copyrights resulting from the Work, without the prior express written approval of the ILO.**
- 7.2 The Contractor shall defend and hold the ILO, its employees and agents, free from any liability whatsoever, for or on account of the Contractor's use or infringement of any copyright, patent, trade name, personal and private right or the right of any corporation or association in connection with this Contract.

8. LIABILITY

- 8.1 The Contractor hereby indemnifies and holds the ILO harmless from and against any and all responsibilities, claims, demands, suits, judgments, damages and losses, including the costs, fees and expenses in connection therewith or incident thereto for:
- (a) any injury to Personnel and to third parties, including death;
 - (b) any loss of, damage to, or destruction of his property or of any property of third parties, arising out of, or in any way connected with the performance of the Work under this Contract.

9. CONFIDENTIALITY

- 9.1 The Contractor shall not, while performing the Work or at any time thereafter, utilize in any manner prejudicial to or incompatible with the interests of the ILO any information of a restricted or confidential nature which may come to the Contractor's knowledge in connection with the performance of this Contract.
- 9.2 The Contractor agrees to return any confidential materials in its possession at the end of the contract.

10. PRIVILEGES AND IMMUNITIES

- 10.1 Nothing in this Contract or relating thereto shall be construed as constituting a waiver of privileges or immunities of the International Labour Organisation.

11. RESOLUTION OF DISPUTES

- 11.1 The ILO and the Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with this Contract.
- 11.2 Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof which cannot be resolved by mutual agreement within 60 (sixty) days or any claim thereof shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force.
- 11.3 The number of arbitrators shall be 3 (three).
- 11.4 Each party shall appoint 1 (one) arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the tribunal.
- 11.5 If within 30 (thirty) days after their appointment the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by the International Chamber of Commerce in Paris.
- 11.6 The place of arbitration shall be Geneva.
- 11.7 The language to be used in the arbitral proceedings shall be English.

12. EXEMPTIONS

- 12.1 A party is not liable for a failure to perform any of its obligations if the party proves that the failure was due to an impediment beyond its control which rendered the performance of the obligations impossible and that the party could not reasonably be expected to have taken the impediment into account at the time of the signature of the Contract or to have avoided or overcome the impediment or its consequences.
- 12.2 In the case of partial inability to perform the contractual obligations the parties shall continue to perform their obligations as far as reasonably practical by all reasonable available means.
- 12.3 The party which fails to perform shall immediately notify the other party specifying which of its obligations it is being prevented from complying with and shall give an estimate of the period during which it is likely to remain prevented from complying with the said obligation(s).
If the notice is not received by the other party within a reasonable time after the party who fails to perform knew or ought to have known of the impediment, the failing party is liable for

damages resulting from such non-receipt, except where the impediment also prevents transmission of the notice.

- 12.4 The exemption provided by the present section of the Conditions has effect only for the period during which the impediment exists.
- 12.5 Where the impediment persists beyond 4 (four) months, either party shall be entitled to terminate, without the obligation to pay damages, the part of its obligations affected by the impediment and shall so inform the other party.

13. FRAUD OR CORRUPTION

- 13.1 The Office expects participants in its bidding procedures to observe the very highest ethical standards during the process of adjudication and/or execution of contracts.

13.2 To this end, the Office:

(a) has provided definitions of the following terms:

(i) “corrupt practices” are understood to be the offering, giving, receiving or solicitation, directly or indirectly, of any advantage, in order to influence the actions of an official during the process of adjudication and/or execution of a contract;

(ii) “fraudulent practices” are understood to be the false presentation of the facts, or the failure to mention certain facts, in order to influence the process of adjudication and/or execution of a contract;

(iii) “collusive practices” are understood to be any conduct or agreement between two or more bidders, the purpose of which is to set prices at an artificial level or in a non-competitive manner;

(iv) “coercive practices” are understood to be the use or threat of coercion, directly or indirectly, with regard to individuals or their property, in order to influence the outcome of the process of adjudication and/or execution of a contract;

(b) shall reject any bid, if it is shown that the supplier who submitted the winning bid has, directly or indirectly, employed corrupt, fraudulent, collusive or coercive practices with regard to the bid concerned;

(c) shall penalize an enterprise or an individual, by disqualifying them for a specified or indefinite period from participating in the bidding procedures of the Office, if it is shown that the

enterprise or individual has, directly or indirectly, employed corrupt, fraudulent, collusive or coercive practices with regard to bidding procedures or the adjudication of a contract;

(d) reserves the right to request participants in bidding procedures, and their contractors, suppliers and consultants, to authorize access to their accounts, records and other documents related to the submission of the bids, as well as to the contracts, so that they may, if necessary, be examined by one or more auditors duly appointed by the Office.

ATTACHMENT I
OPERATION AND TECHNICAL PROPOSAL FORMAT

“Master Plan to Develop Tourism in the Bromo Area of East Java”

RFP N° 0047/2009

BID FORM ILO	
BID REF:	
LOCATION:	INVITBID DATE: CLOSING DATE:
NAME OF ORGANIZATION/FIRM:	
ADDRESS:	
NAME OF CONTACT PERSON FOR THIS PROPOSAL:	
TOTAL PRICE:	
PROPOSAL VALIDITY: 180 Days	
DELIVERY TIME (MONTHS):	
This Proposal has been prepared in accordance with “ILO SERVICE CONTRACT INCLUDING ILO CONDITION FOR SERVICE CONTRACTS”	
NAME AND TITLE:	SIGNATURE:

SECTION A: MANAGEMENT PLAN

SECTION B: RESOURCE PLAN

SECTION C: PROPOSED METHODOLOGY

SECTION C: PROPOSED WORKPLAN

ATTACHEMENT II
PRICE SCHEDULE

“Master Plan to Develop Tourism in the Bromo Area of East Java”

RFP/ILO-JOY/0047/2009

1. The Price Schedule must provide **a detailed cost breakdown for each item** and submit it along with the project budget sheet.
2. The components comprising the total price must provide sufficient detail to allow ILO to determine compliance to offer with specifications as per Scope of Work and Technical Specifications of this RFP.
3. All price/rates quoted must be exclusive of all taxes, since United Nations, including its subsidiary organs, is exempt from taxes.
4. The Format shown on the following page shall be used as a model in preparing the Price Schedule. The format used should include specific expenditures.
5. In case of discrepancy between unit price and total price, the unit price shall prevail.

Item	No. of units	Cost per unit	Total costs
Management Costs:		USD	USD
Project Manager			
Researchers			
Direct Costs:			
Workshops			
(To be detailed)			
Administrative support			
Questionnaires			
Travel costs			
Production of reports			
Total			