

REQUEST FOR PROPOSALS

Selection of Consultants



ECONOMIC DEVELOPMENT FINANCING FACILITY PROJECT
Grant No. TF - 093358
FY 2009 – 2012

NOTICE TO USERS

The attached Letter of Invitation for proposals from individual consultants and the related contracts (lump-sum and time-based) have been prepared by the Project Management Unit Aceh EDFF for the recruitment of individual consultants to carry out:

- (a) services remunerated on a lump-sum contract, the scope and time of which can be determined fairly accurately (simple studies, tasks with a short term duration) and;
- (b) for activities remunerated on a time-based contract (advice to the Government, technical assistance, training, etc) the duration of which is usually longer-term. Individual consultants are hired where support from a “home-office” of a consulting firm is not required.

The RFP is normally issued after a pre-selection process has taken place through advertising in the media (*Request for Expressions of Interest – REoI*). The REoI process is used to prepare a short list upon careful analysis of the EoI submissions and approval of the short list in accordance with the approval procedures described in the regulations for the use of Consultants Services. The short-listed Consultants are then invited to submit a proposal. In the case of the selection of Individual Consultants, the SIE’s Procurement Committee may also approach possible candidates it has on its roster or through direct contracting when needed for assignments for which the candidate has a unique expertise.

A simple Letter of Invitation is sent to the shortlisted or selected individual consultants considered suitable for the assignment, accompanied by terms of reference, a model curriculum vitae (CV) to list the consultant’s qualifications and experience, a draft letter for the consultant to submit a proposal, an annex to permit the consultant to provide comments on the Terms of Reference, and a draft contract, either for a lump-sum or time-based assignment. Once the Terms of Reference have been agreed by the contracting parties, they will be attached to the Contract as the **“Description of Services”**.

The attached model draft contracts only include the general contract dispositions, which should be adapted as necessary for each contract. The notes in the standard text as well as the footnotes should be deleted from the final text.

REQUEST FOR PROPOSALS
057/PROC/IC/ADF-TERAPAN/I/2012

Country : Indonesia

Project Name :

A Green Engineering Approach to Improving Fish Processing Industry in Pidie Jaya and Bireuen Regencies (TERAPAN – Teknologi Ramah Lingkungan untuk Industri Proses Perikanan)

Sub-Grant Agreement No.: 068.1/AEDFF/ADF/X/2010

Package No.: ADF-57

Title of Consulting Services:
External Project Evaluation

LETTER OF INVITATION

Dear Mr/Mrs:

1. The ADF invites proposals for consulting services for Procurement Consultant for conducting the External Project Evaluation at Sub-project TERAPAN (A Green Engineering Approach to Improving Fish Processing Industry) in Pidie Jaya and Bireuen Regencies. The purpose of this evaluation is to learn the project achievement and its obstacles in line with EDFF project program
2. More details on the requested services are provided in the Terms of Reference included in the attached Request for Proposals.
3. The ADF will make available the necessary documents and reports and other information concerning this assignment. You may obtain additional information at the following address: *Cut Mirnawati, Jln. Kebon Raja No 8, Gampong Pineung, Banda Aceh 23116, 0651-7551209, 7551140, e-mail: hrd@adfaceh.org.*
4. A candidate will be selected on the basis of comparison of individual qualifications on the Monitoring and Evaluation experiences (Curriculum Vitae).
5. The following forms are attached :
 - a) Terms of Reference;
 - b) Model of Curriculum Vitae;
 - c) Model of Letter submitting the Proposal;
 - d) Form for Observations of the Consultant on the Terms of Reference; and
 - e) Draft Contract, to be completed by the Consultant, including the financial proposal.
6. Please inform us, upon receipt :
 - a) that you received the letter of invitation ; and
 - b) whether you will submit a proposal.

Yours sincerely,

Faisal Hadi

A. TERMS OF REFERENCE

Terms of Reference of The External Project Evaluation Consultant

BACKGROUND

Aceh is in a time of positive transition. Following 30 years of armed conflict and the devastation of the 2004 tsunami and the 2005 earthquake, the immediate post-tsunami recovery period is reaching its end, and long-term development is now underway. By now the post-tsunami reconstruction and rehabilitation has mostly been completed and the Government of Aceh is now focusing on long term economic development that creates jobs, reduces poverty and increase wealth and welfare for all people in the province.

One important effort to contribute to this objective is the Economic Development Finance Facility or EDFF project. The project aims to facilitate sustaining the post Tsunami reconstruction effort. It is designed to contribute to creating improved conditions for sustainable economic development and through it poverty alleviation, by supporting the GOA's priority programme as outlined in its medium term development plan (RPJM). It will seek to fill up some of the gaps not covered by the Government's own programme. It will assist the development of a competitive private sector and business friendly environment by helping to address structural weaknesses and institutional development which were highlighted by the Tsunami and the resulting loss of business.

Aceh Development Fund (ADF) and its consortium propose a sub-project that is very important in advancing Aceh community economic. The proposed sub-project is mainly focused on improvement of fish processing industry. Processing industry type is selected in the proposal after careful assessment on existing condition of socio economy in Aceh which still very much relies on unprocessed agro and fishery products. Community-economic-empowerment activity in fishery sector is a vital requirement in improving of social economy of Aceh society, especially communities in coastal areas. The condition of socio economy in Aceh which still relies on unprocessed fishery products has become obstacles for the community in exploiting the results of their efforts so that their income will not be maximum. In addition, such situation has resulted in insignificant added values of the products on the community economic level and Aceh economic profile. To overcome problem faced by the community, ADF proposes a sub-project entitled **"A Green Engineering Approach to Improving Fish Processing Industry in Pidie Jaya and Bireuen Regencies"**. Pidie Jaya and Bireuen Regencies are selected as the sub-project locations after extensive survey on their economic potency and intensive communication between ADF and the Governments of Pidie Jaya and Bireuen Regencies. Therefore, we believes that the development of processing based economic activities through community empowering and intensive involvement of all parties can stimulate growth of local economic and maintain its sustainability development in the future.

As any other aid agencies are responsible and accountable to its private and institutional range of stakeholders, the midterm and final evaluation will be held to maintain the project run

effectively and efficiently. The midterm and final evaluation are primarily aiming at comparing the actual current and post condition found in the field, the initial expected results and indicators as planned in the project proposal. While in general, the evaluation should also focus on measuring trend of the sustainability at the moment of the project implemented. Therefore, the evaluation will have to cover two aspects in terms of: (a) Project achievement (result) and (b) project management – output based. Therefore, ADF is now seeking 2 (two) qualified candidates to taking part as External Evaluation Consultant.

B. OBJECTIVE

The objectives of the evaluation are:

- 1) To provide an independent midterm-evaluation of the effectiveness, impact, relevance and sustainability of project in order to facilitate the elaboration of an enhance program performance
- 2) To provide qualitative and quantitative verification of achieved outputs of the projects
- 3) To identify constrains, gaps, lesson learnt and recommendation for further project planning and learning

C. OBJECTS TO BE EVALUATED

The goals of this sub-project are to alleviate poverty and improve incomes of direct and indirect beneficiaries in Pidie Jaya and Bireuen and to accelerating the economic growth in Pidie Jaya and Bireuen. The objectives of this sub-project are (1) to improve fish handling, processing, preserving, and packaging, (2) to strengthen the supply of necessary inputs to the fishing industry, and (3) to improve marketing and trading fish. The sub-project is mainly focused on improvement of fish processing's industry.

Regarding to the activities of sub-project, there are 5 (five) activities implemented in this sub-project related to fishery industry development and should be evaluated, namely:

1. Providing of ice block for fish preservation;
2. Renovation and improvement of community-based salt industry;
3. Improvement of fish processing industry and packaging;
4. Providing of natural substance for fish preservation; and
5. Marketing and strengthening of Aceh Fish Trader Association.

All these activities are carefully designed by consistently considering appropriate technical and socio economic aspects and good practices in environmental friendly processing techniques and green processing technique and management principles.

D.METODOLOGY

The method of evaluation will be conducted by reviewing project document, participatory approach such as focus group discussion (FGD), deep interview, where individual, beneficiaries group, village government, project implementation and others instance participated. Observation or any other methodologies that proposed by the evaluator will be expected. The evaluation should assess the project achievement with reference to its: Relevance and Appropriateness, Effectiveness, Sustainability, Efficiency, Partnership, and Gender mainstreaming.

E.TASK AND RESPONSIBILITY

The external evaluator responsible to:

1. Develop technical and financial proposal for this evaluation that contains methodologies, well known the ToR Implementation, appreciation and innovation, schedule of works and reporting format based on ADF ToR;
2. Collect and analyze data and ensure the data quality, get feedback and cross check if necessary;
3. Prepare evaluation report and recommendation;
4. Present the result of evaluation report to the ADF-TERAPAN management.

F.QUALIFICATIONS AND RESPONSIBILITY

The evaluator should have the qualification as follow:

1. Demonstrated experienced working as program evaluator and/or monitoring and evaluation staff with INGO minimum 5 years;
2. Experience in evaluations of integrated capacity building, cooperative and livelihood, if possible in economic development context;
3. Have technical knowledge in fish industrial processing, chemical processing industry, livelihood, capacity building, environmental monitoring and other crucial issues within Aceh Fisheries;
4. Familiar with participatory approach in program evaluation;
5. Preferred experience working in Aceh;
6. Excellent analytical, communication and interpersonal skills;
7. Willingness to spend time on the field with limited resources;
8. Good performance and team work with three selected consultants;
9. Fluency in English, and good working knowledge in both Bahasa and English; and
10. Cultural sensitivity and a sense of confidentiality and strong ethics will be required.

G. FORMAT OF CURRICULUM VITAE (CV)

Name :

Complete address :

Profession :

Date of Birth :

Years of professional experience :

Nationality :

Membership in Professional Societies :

Detailed Tasks Assigned :

Key Qualifications :

[Give an outline of your experience and training most pertinent to tasks on assignment. Describe degree of responsibility you held on relevant previous assignments and give dates and locations. One page should be sufficient.]

Education :

[Summarize college/university and other specialized education, giving names of schools, dates attended, and degrees obtained. A page or less should be sufficient.]

Employment Record :

[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages maximum]

Languages :

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification :

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date : Day/Month/Year

[Signature of consultant]

Full Name of Candidate :

H. PROPOSAL

Banda Aceh, 2012

To : Aceh Development Fund (ADF)
Project TERAPAN
Jl. Kebon Raja NO. 8
Gampong Pineung Banda Aceh 23116
Indonesia
Tel: +62-651-7551209
Fax: +62-651-7551458, 7551140

From(*name of consultant*)

I, the undersigned, offer to provide the consulting services for *External Project Evaluation* in accordance with your Letter of Invitation dated January..., 2012.

My fees are for work duration from February to May 2012.

I hereby submit my Application, which includes my curriculum vitae for your consideration and review.

I understand that you are not bound to accept any Application you receive.

Yours Truly,

Name of Consultant:

Address:

I. OBSERVATIONS AND SUGGESTIONS OF THE CANDIDATE CONSULTANT ON THE TERMS OF REFERENCE

- 1.
- 2.
- 3.
- 4.
- 5.



SAMPLE STANDARD CONTRACT

for

Individual Consultant Services

Lump-Sum Payments

CONTRACT No. *[insert]*

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address¹]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.(not used)
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

2. Term The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below²:

[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant’s bank account *[insert banking details. If payment by bank wire is not possible,*

¹ Avoid use of “P.O. Box” address

² Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

prior Bank approval to apply cash payments option shall be obtained]

- 4. Project Administration**
- A. Coordinator.
- The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.
- B. Reports.
- The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.
- 5. Performance Standards**
- The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Inspections and Auditing**
- The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.
- 7. Confidentiality**
- The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material**
- Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software³.
- 9. Consultant Not to be Engaged in Certain Activities**
- The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance**
- The Consultant will be responsible for taking out any appropriate insurance coverage.

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

11. Assignment The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

12. Law Governing Contract and Language The Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be⁴ *[insert language]*

13. Dispute Resolution⁵ Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

14. Termination The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank’s sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

⁴ The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

⁵ In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: “Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”

LIST OF ANNEXES

Annex A : Terms of Reference and Scope of Services, including Work Program.

Annex B : *Not used*

Annex C : Consultant's Reporting Obligations.

ANNEX A TERMS OF REFERENCE AND SCOPE OF SERVICES

Terms of Reference

External Project Evaluation

(as shown in the TOR document above)

ANNEX C CONSULTANTS REPORTING REQUIREMENTS

NO	Type of Report	Due	% of total Professional Fee
1	Work plan & Schedule (advance)	February 2012	20
2	Draft evaluation report	March 2012	35
3	Final evaluation report	May 2012	45