



REQUEST FOR PROPOSAL (RFP)

TO: Interested Organizations/Firms	Date: 24 July 2009
	REFERENCE: RFP/UNDP/CPRU/016/2009 “Provision of Services for Cluster I Environmental Impact Assessment (EIA) – Extension of TA to BRR Phase II C Support for Implementing EIAs for Nanggroe Aceh Darussalam Province”

Dear Sir/Madam

UNDP Indonesia's mission is to be an agent for change in the human and social development of Indonesia. We aim to be a bridge between Indonesia and all donors as well as a trusted partner to all stakeholders. We work in four key areas of development: Governance Reforms, Pro-Poor Policy Reforms, Conflict Prevention and Recovery, and Environment Management, with the overarching aim of reducing poverty in Indonesia. Besides the four priority areas, UNDP Indonesia is also engaged in a variety of crosscutting initiatives focused on HIV/AIDS, gender equality, and information and technology for development.

We hereby solicit your proposal for provision of services for “**Cluster I Environmental Impact Assessment (EIA) – Extension of TA to BRR Phase II C Support for Implementing EIAs for Nanggroe Aceh Darussalam Province**” as per the enclosed Terms of Reference (TOR – Annex IV).

1. To enable you to submit a proposal, attached are:

General information:

- Memo to Bidders (Annex I)
- Instructions to Bidders (Annex II)
- General Conditions of Contract (Annex III)
- Terms of Reference (TOR) (Annex IV)
- Advance Security Form (Annex V)

Forms and Formats:

- RFP Acknowledgement Form (Attachment I)
- Technical Proposal Format (Attachment II)
- Price Schedule Format (Attachment III)
- Vendor's Registration Form (Attachment IV)

3. If you request additional information, please send it to address/e-mail below **in writing**:

Contact Person: Sylvia Indriani (cc. Bakhtiyor Khamraev)
Address: UNDP, Menara Thamrin, 8th Floor,
Jl. M.H. Thamrin Kav 3, Jakarta 10250
Telephone: 021-314 1308 ext: 135
Fax: 021-314 5251

E-Mail: sylvia.indriani@undp.org and cc: to bakhtiyor.khamraev@undp.org

If you request additional information, we would endeavour 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 Offers

Your offer comprising a technical proposal and financial proposal, **in separate sealed envelopes**, should reach the address below via courier/hand delivery **on or before Thursday, 20 August 2009 [Jakarta Local Time]**. Late offers shall be rejected. Please mark each envelope with the RFP number and project name, and send it to:

Address: UNDP, Menara Thamrin, 8th Floor
Jl. M.H. Thamrin Kav 3
Jakarta 10250
Attention: Procurement Unit

- marked with –
"RFP/UNDP/CPRU/016/2009 - Provision of services for Cluster I Environmental Impact Assessment (EIA) – Extension of TA to BRR Phase II C Support for Implementing EIAs for Nanggroe Aceh Darussalam Province"

LATE OFFERS WILL BE REJECTED.

To facilitate the submission of both Technical and Financial proposals, **the submission duly stamped and signed can be done electronically in PDF format and sent to bids.id@undp.org**. Technical and Financial proposals should be sent as **separate** PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected. Proposals sent by fax will not be accepted.

To secure your financial offer please set-up a **password**, which will be used at a later stage once the evaluation of the technical proposal is complete. The Companies who achieve the minimum score will be requested to provide passwords.

Please be aware that bids or proposals emailed to UNDP will be rejected if they are received after the deadline for bid submission. As an email may take some time to arrive after it is sent, especially if it contains a lot of information, we advise all bidders to send email submissions well before the deadline. Bidders can send as many emails as needed however, the size of each email should be less than 4 MB.

5. Bidder's Conference

Bidder's conference will be held on:

- Day/Date : **Friday, 31 July 2009**
- Time : **10 AM (Jakarta Local Time)**
- Place : **Aceh Meeting Room, UNDP Office**
Menara Thamrin 7th floor, Jl. MH. Thamrin Kav. 3, Jakarta 10250
Indonesia

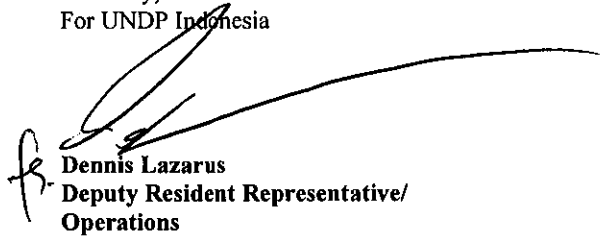
UNDP strongly encourage Bidders to come to the Bid Conference to obtain information and clarify questions.

Non-attendance, however, will not disqualify a bidder; the bidder may still submit a bid. Minutes of the bidder's conference will be posted at UNDP Indonesia website <http://www.undp.or.id/procurement/>

6. If you request additional information, we would endeavour 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. Any queries should be submitted in writing to the contact person noted in point 3 above.
7. Please note that at any time prior to the deadline for submission of Proposals, UNDP 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, including through provision of supplementary information.

Prospective bidders are therefore advised to regularly check the UNDP Indonesia website <<http://www.undp.or.id/procurement/>> for amendments.

Sincerely,
For UNDP Indonesia



Dennis Lazarus
Deputy Resident Representative/
Operations

**ANNEX I
MEMO TO BIDDERS**

**” Provision of services for Cluster I Environmental Impact Assessment (EIA) – Extension of
TA to BRR Phase II C Support for Implementing EIAs for Nanggroe Aceh Darussalam
Province ”**

RFP/UNDP/CPRU/016/2009

EXAMPLES OF BID REJECTION

Proposals have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions. The Request for Proposals contains detailed instructions for preparation and submission that need to be followed carefully.

Below are some of the more common examples of why proposals are rejected by UNDP. Bidders are urged to read this before submission and to check their proposal conforms to each of these points and the instructions as noted in the bidding documents.

- The proposal is handed in after the deadline for submission, either by hand or electronically. Note that there is a time gap for email submission and emailed proposals sent just before the deadline may arrive after the deadline and be rejected
- Proposals not submitted to correct physical or electronic address. Note that the address for proposal submission is different to the address for bid questions
- In a request for proposals, technical and financial information is contained in one envelope
- The proposal not signed as per the instructions in the RFP
- Not all sufficient documents have been provided
- Documents provided are not in English. Documents such as the registration of the organisation or financial information about the organisation may be submitted in Bahasa Indonesia but it is necessary that there be translations of the documents attached as well
- Documents provided do not directly address each point of the evaluation criteria.
- Proposal is more like a brochure for the firm without specifically addressing the specific evaluation criteria of the RFP and TOR
- Proposals do not offer goods or services which have been specifically requested by UNDP in the Terms of Reference
- Failure to enclose the signed acknowledgement letter
- The bidder failed to consult the UNDP website seven (7) days before the deadline for bid submission and did not see the changes to the RFP/TOR listed there which need to be incorporated in the proposal
- The bidder failed to read the minutes of the bidders conference and to include the relevant points in their proposal

The above examples illustrate some errors which may be made by bidders. This is a partial list. The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.

ANNEX II
INSTRUCTIONS TO BIDDERS

“ Provision of services for Cluster I Environmental Impact Assessment (EIA) – Extension of TA to BRR Phase II C Support for Implementing EIAs for Nanggroe Aceh Darussalam Province ”

RFP/UNDP/CPRU/016/2009

A. INTRODUCTION

1. General

Purpose of RFP: This document provides information on how to prepare proposals and apply for required services for the **“Provision of services for Cluster I Environmental Impact Assessment (EIA) – Extension of TA to BRR Phase II C Support for Implementing EIAs for Nanggroe Aceh Darussalam Province”**

2. Cost of proposal

The Bidder shall bear all costs associated with the preparation and submission of the Proposal, UNDP 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

Bids must be in lots or for the whole requirement. 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

UNDP will respond in writing to any request for clarification of the Solicitation Documents that it receives seven (7) days prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be posted on the UNDP Indonesia procurement website www.undp.or.id/procurement .

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, UNDP 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 UNDP Indonesia website www.undp.or.id/procurement for amendments.

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, UNDP may, at its discretion, extend the deadline for the submission of Proposals.

C. PREPARATION OF PROPOSALS

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 UNDP shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- RFP Acknowledgement Form (Attachment I)
- Technical Proposal, completed in accordance with Attachment II,
- Price Schedule, completed in accordance with Attachment III; and
- Vendor's Registration Form (Attachment IV)

8. Technical Proposal Format

The Bidder shall structure the technical part of its Proposal according to the format in Attachment I to this RFP. The Technical Proposal will be evaluated against the criteria detailed in Clause 21 of this Instruction assisted by the following information:

(a) Proposed Approach

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.

(b) Capacity and Experience of Organization / Firm

This section should describe the organizational unit(s) that will be responsible for the contract, and the general management approach towards this project. This should fully explain the Bidder's resources in terms of personnel and other resources necessary for achieving project results. This section should also provide orientation to the organisation / firm including the year and state/country of incorporation and a brief description of the Bidder's present activities (focusing on services related to the Proposal). The Bidder should describe its experience in similar projects.

(c) Personnel

CVs for key personnel should be attached.

The technical proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule.

It is mandatory that the Bidder's Proposal numbering system corresponds with the numbering system used in the body of this RFP. 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/response.

Information that the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Price Schedule

The Bidder shall include an appropriate Price Schedule, an example of which is contained in these Solicitation Documents (Attachment III), the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in US dollars or Indonesian Rupiah. The currency should be specified.

11. Period of validity of proposals

Proposals shall remain valid for **one hundred twenty (120) days** after the date of Proposal submission prescribed by UNDP, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNDP on the grounds that it is non-responsive.

In exceptional circumstances, UNDP 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. Format and signing of proposals

The Bidder shall prepare **two copies** of the Proposal, clearly marking each "**Original Proposal**" and "**Copy of Proposal**" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by a written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

Payments will be made directly by UNDP to the selected Firm(s) after acceptance of the invoices submitted by the Firm, based on benchmarks and agreed deliverables in the contract and technical/price proposal submitted by the organization.

D. SUBMISSION OF PROPOSALS

14. Sealing and marking of proposals

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

(a) The outer envelope shall be:

- addressed to –

UNDP, Menara Thamrin, 8th Floor
Jl. M.H. Thamrin Kav 3
Jakarta 10250
Attention: Procurement Unit (Sylvia Indriani)

- marked with –

RFP No. : RFP /UNDP/CPRU/016/2009
Subject : Provision of services for Cluster I Environmental Impact Assessment (EIA) – Extension of TA to BRR Phase II C Support for Implementing EIAs for Nanggroe Aceh Darussalam Province

(b) Both inner envelopes shall indicate the name and address of the proposer, and clearly marked:

- **“Technical Proposal”** and shall contain the documents with the information stipulated in paragraph 8 above. The technical proposal shall not contain any pricing information.
- **“Financial Proposal”** and shall contain the total fixed-price quotation with the information stipulated in paragraph 9 above.

If the two inner envelopes are not sealed and marked as per the instructions in this clause, UNDP will not assume responsibility for the proposal’s misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by UNDP at the address specified in Para 4 of the cover letter.

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

16. Late Proposals

Any Proposal received by UNDP after the deadline for submission of proposals, will be rejected

17. 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 UNDP 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 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

18. Opening of proposals

UNDP will open the Proposals in the presence of a Committee formed by the Head of the UNDP Procurement Unit.

19. Clarification of proposals

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

20. Preliminary examination

UNDP will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed evaluation, UNDP will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. UNDP's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. Only proposal which reach a minimum 70 points (70 % x 100 technical evaluation score) will be reviewed for price.

Technical Evaluation

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) as per the evaluation criteria below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

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

Technical Evaluation Criteria

Technical Proposal Evaluation Form		Max. Points	Organization / Company		
			A	B	C
1	Proposed Approach & Work Plan				
1.1	<u>1.1.1 Approach to the Assignment:</u> - To what degree does the Bidder understand the tasks? 6 - Is the methodology and approach in accordance with the requirements of the TOR? 6 - Is the scope of tasks well defined and corresponds to the TOR? 6 <u>1.1.2 Reporting</u> - How clear is the Bidders' Reporting plan? 3 - Does the Bidder understand UNDP's reporting requirements outlined in TOR? 3				
1.2	<u>Work Plan:</u> The detailed work plan will be designed during the inception phase. However does the bidder present a logical, clear and reasonable draft implementation plan? 6				
1.3	<i>Sub-Total</i>	30			
2	Capacity & Experience of Organization / Firm / Consortium				
2.1	<u>2.1.1 Description of Bidder – (a) General:</u> - Is the proposed management approach in line with the TOR and effective for carrying out the scope of work (staffing structure/organogramme)? 7 - Are quality assurance / warranty procedures sufficient? 2 - Does the firm have a proven record of similar and / or relevant assignments? 3 - Sufficient internal controls and anti-corruption measures? 3 <u>2.1.2 Description of Bidder – (b) Specific:</u> - Does the Bidder demonstrate sufficient experience of Indonesian / Aceh affairs and knowledge of Indonesian Public Sector? 7 - Does the Bidder demonstrate sufficient experience to be able to produce the 6				

	- deliverables within the timeframe? - Does the Bidder demonstrate appropriate risk management measures to ensure timely deliverables, including subcontracting arrangements? - Does the Bidder demonstrate sufficient back office and administrative capacity to be able to smoothly deliver the project?	3			
		7			
2.3	Sub-Total	38			
3	Personnel				
3.1	Suitability of 4 key personnel assigned for the project (based on CVs) including (Team Leader – 8; and sector specialists Biology/Ecology– 6; Civil Engineering (Road/ Irrigation/Dam) – 6; and 6) Socio-economics – 6)	8 6 6 6			
	Do the proposed CVs match the requested requirements in the TOR (Chapter IV)?	6			
3.2	Sub-Total	32			
	Total	100			

Min score = 0; Max score = as indicated in matrix.

Price Evaluation

Price proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, the lower price shall prevail and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

The price schedule will be scored on the basis of overall costs for the delivery of the services. The lowest price proposal will be awarded points in accordance with the following formula: $F_s = 100 \times F_l / F_c$, in which F_s is the financial score, F_l is the lowest price, and F_c is the price of the proposal under consideration.

F. AWARD OF CONTRACT

22. Award criteria, award of contract

UNDP 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 UNDP's action.

UNDP reserves the right to enter into negotiation with respect to one or more proposals prior to the award of a contract, split an award/awards and to consider localized award/awards between any Bidders in any combination, as it may deem appropriate without prior written acceptance of the Bidders.

Prior to expiration of the period of proposal validity, UNDP will award the contract to the qualified Bidder whose Proposal after being evaluated achieved the highest combined score of technical and price as per below:

The weights given to the technical and financial proposals are: T= 0.7, F= 0.3

The highest score will be calculated by formula: $HS = Ts \times 0.7 + Fs \times 0.3$

(HS= Highest Score, Ts= Technical Score, Fs = Financial Score)

As part of transparency in procurement process, UNDP posts all contract awards on its website. The bidders who participated in the bid are therefore encouraged to visit <http://www.undp.or.id/procurement> to seek information on contract award for this tender.

23. UNDP's right to vary requirements at time of award

UNDP reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions up to 25% of proposed cost.

24. Signing of the contract

Within 7 days of receipt of the contract the successful Bidder shall sign and date the contract and return it to UNDP.

25. Advance Payment:

In case if the successful Bidder requests an advance payment, the successful Bidder will be requested to provide a Bank Guarantee for an advance payment as per attached **Annex V** (Advance Security Form).

26. Pre-financing of Activities:

In the absence of a bank guarantee, the successful Bidder may be requested to pre-finance activities for the period until UNDP confirms acceptance of agreed milestones and pays as per contract.

27. Audits and investigations:

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses; the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

28. Anti-terrorism:

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

29. Security:

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

- a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.
- c) UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph a) above.

ANNEX III
GENERAL CONDITIONS OF CONTRACT

**“ Provision of services for Cluster I Environmental Impact Assessment (EIA) – Extension of
TA to BRR Phase II C Support for Implementing EIAs for Nanggroe Aceh Darussalam
Province ”**

RFP/UNDP/CPRU/016/2009

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take

all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20 MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

ANNEX IV
TERMS OF REFERENCE

**“ Provision of services for Cluster I Environmental Impact Assessment (EIA) – Extension of
TA to BRR Phase II C Support for Implementing EIAs for Nanggroe Aceh Darussalam
Province ”**

RFP/UNDP/CPRU/016/2009

TERMS OF REFERENCE ENVIRONMENTAL IMPACT ASSESSMENTS (EIA TOR)

CLUSTER (I)

(Project Activity Title)

- I.1.Dam Development of Krueng Seullimum
- I.2.Irrigation Development of Paya Nle
- I.3.Irrigation Development of D.I. Jambo Ayee Kanan



STREAMLINED EIA TECHNICAL TEAM



POST EARTHQUAKE AND TSUNAMI REHABILITATION AND RECONSTRUCTION OF ACEH

APRIL 2009



FOREWORD

Environmental Impact Assessments (EIAs or AMDALs) will be conducted for several proposed undertakings throughout NAD Province in the areas affected by the tsunami and earthquake disaster of December 2004. These EIAs are funded by the Multi Donor Fund (MDF) through UNDP Technical Assistance to the Badan Rehabilitasi dan Rekonstruksi (BRR) working with BAPEDAL (Environmental Impact Management Agency) Nanggroe Aceh Darussalam (NAD) Province. The irrigation developments of Kr. Seulimum, Aceh Besar District, Paya Nie, Bireuen District and Jambo Ayee Kanan, East Aceh District, comprise one cluster of proposed undertakings requiring an EIA based on the *State Ministry of the Environment Regulation No. 308, 2005*, the *State Ministry of the Environment Regulation No. 11, 2006*, and *Act No.23, 1997* about the *Concern of Environmental Management*.

The State Ministry of the Environment Regulation No. 308, 2005 (PerMenLH 308/2005) - Implementation of EIA, Environmental Management Effort (UKL), and Environmental Monitoring Effort (UPL) for Rehabilitation and Reconstruction Activities in NAD Province and Islands of Nias, North Sumatra Province was issued to enable more rapid and streamlined preparation and approval of project related environmental and social impact studies to assist in the rehabilitation and reconstruction of Aceh/Nias following the tsunami/earthquake. The process is referred to as the Streamlined EIA (AMDAL) Process. The formation of a Streamlined AMDAL Technical Team is required to undertake the EIA project scoping activities and prepare the EIA Terms of Reference (ToR) for the proposed undertakings requiring EIA. The government of Nanggroe Aceh Darussalam through BAPEDAL NAD Province is responsible for the formation of the Streamlined EIA/AMDAL Technical Team and assists in the preparation of the EIA ToR documents.

The EIA consists the EIA ToR (KA-ANDAL), Environmental Assessment Study (ANDAL), Environmental Management Plan (RKL) and Environmental Monitoring Plan (RPL). The current EIA ToR was prepared by the Streamlined AMDAL Technical Team as determined by the Head of BAPEDAL NAD Province with the issuance of the Work Order No.090/023/2009 dated 02 March 2009.

This ToR is intended to guide the effective and efficient implementation of the AMDAL study for the proponent.

Finally, we would like to thank all the parties that have helped and given support in the preparation of this ToR document.

Banda Aceh, April 2009

Streamlined EIA Technical Team

COMPOSITION OF THE STREAMLINED EIA TECHNICAL TEAM

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ACRONYMS

ADB	Asian Development Bank
AMDAL	Environmental Impact Assessment (<i>Analisis Mengenai Dampak Lingkungan</i>)
AMP	Asphalt Mixing Plant
ANDAL	Environmental Impact Analysis (<i>Analisis Dampak Lingkungan</i>)/ <i>Environmental Assessment Study</i>
Bakosurtanal	The National Coordinating Agency for Surveys & Mapping (<i>Badan Koordinasi Survey dan Pemetaan Nasional</i>)
BAPEDAL	Environmental Impact Management Agency (<i>Badan Pengendali Dampak Lingkungan</i>)
BMCK	The Ministry of Public Works - Directorate General of Housing, Building, Planning and Urban Development (<i>Bina Marga Cipta Karya</i>)
BRR	<i>Badan Rehabilitasi dan Rekonstruksi</i>
DED	Detail Engineering Design
EA	Environmental Assessment
EIA	Environmental Impact Assessment
FS	Feasibility Study
GPS	Global Positioning System
IFC	International Finance Corporation
KA-ANDAL	Environmental Assessment Terms of Reference (<i>Kerangka Acuan – Analisis Dampak Lingkungan</i>)
Kep.Ka BAPEDAL	Decree of the Head of BAPEDAL (<i>Keputusan Kepala BAPEDAL</i>)
KLH	The Ministry of Environment (<i>Kementerian Lingkungan Hidup</i>)
MCK	Public bathing, washing and toilet facilities (<i>Mandi Cuci Kakus</i>)
MDF	Multi Donor Fund for Aceh and Nias

NAD	Naggroe Aceh Darussalam
PerMenLH	State Ministry of the Environment Regulation (<i>Peraturan Menteri Lingkungan Hidup</i>)
PM	Particulate Matter
POLINDES	Village Policlinics (<i>Poliklinik Desa</i>)
PRA	Participatory Rural Assessment
RKL	Environmental Management Plan (<i>Rencana Pengelolaan Lingkungan</i>)
RPL	Environmental Monitoring Plan (<i>Rencana Pemantauan Lingkungan</i>)
RRA	Rapid Rural Assessment
SID	Survey of Investigation and Design
SPOT	Satellite Pour l'Obsevation de la Terre
ToR	Terms of Reference
UKL	Environmental Management Plan (<i>Upaya Pengelolaan Lingkungan</i>)
UNDP	United Nations Development Programme
UPL	Environmental Monitoring Plan (<i>Upaya Pemantauan Lingkungan</i>)
UTM	Universal Transverse Mercator
WGS	World Geodetic System

CHAPTER I

INTRODUCTION

1.1. Background

The earthquake and tsunami on 26 December 2004 in Nanggroe Aceh Darussalam (NAD) Province destroyed the landscape, buildings, and caused considerable casualties. Almost all coastal areas and islands in Nanggroe Aceh Darussalam Province experienced damage ranging from severe to light damages. Such damages brought most activities in the region to a halt. Humanitarian aid from the international community was offered to help to rehabilitate the infrastructure and restore shattered lives and livelihoods.

Developments without proper planning in an emergency situation will result in temporary fulfillment of needs that may compromise long-term aspirations in line with the principles of environmental sustainable development. However, implementing developments that are environmentally sustainable requires a significant amount of time to conduct studies in preparing the Environmental Impact Assessment (EIA), Environmental Management/Monitoring Plans (UKL-UPL), and other environmental documents. This is juxtaposed against the need for rehabilitation and reconstruction development to happen in a relatively short period of time.

In response to the need for rapid approval processes that considers sustainable environmental management, the State Ministry of Environment of the Republic of Indonesia issued a special regulation - the *State Ministry of the Environment Regulation No. 308, 2005*, to accelerate rehabilitation and reconstruction activities in Aceh NAD. This legislation is applicable to NAD Province and Nias District only, and provides a special mechanism for streamlining the preparation of EIAs and UKL-UPLs in taking full consideration the environmental issues associated with developments.

In line with the above regulation, three irrigation development activities are planned:

- (1) Development of Kreung (Kr.) Seulimum Dam to irrigate approximately 7,100 ha area in Aceh Besar District;
- (2) Development of Irrigation Network in Paya Nie Irrigation Area (Mon Seuke Pulot Irrigation Area) in Bireuen District to irrigate approximately 2,000 ha area; and
- (3) Development of Jambo Ayee Kanan Irrigation Network to irrigate approximately 3,000 ha area in East Aceh District.

These efforts represent the proposed **Cluster I Dam and Irrigation Developments** meant to restore the livelihoods of communities affected by the tsunami/earthquake. These efforts are seen as a measure to increase livelihoods and food security capacity.

1.2 Objectives and Benefits

1.2.1 Objectives of the Proposed Undertakings

The objectives of the undertakings in Cluster I are; i) to restore and optimize the function of the dam(s) as an irrigation facility; ii) to increase water flow rate and water volume in the dam(s) and irrigation systems; and iii) to support the government program, particularly the provincial government's infrastructure rehabilitation and reconstruction process in achieving optimal functionality.

1.2.2 Benefits of the Proposed Undertakings

The expected benefits from the proposed irrigation facilities include i) an increased capacity of local communities to meet the water supply and irrigation needs; and ii) as a consequence, achieve a higher capacity for agricultural production and subsequent community income.

1.2.3 Objectives and Benefits of KA-ANDAL

The dam and irrigation developments of Cluster I are subject to an environmental assessment as required by the following Government of Indonesia legislations:

- a) *State Ministry of the Environment Regulation No. 11/2006 (PerMenLH 11/2006) regarding Planned Activities or Undertakings Requiring Mandatory Environmental Impact Assessment; and the*
- b) *State Ministry of the Environment Regulation No. 308, 2005 (PerMenLH 308/2005) - Implementation of Environmental Impact Assessment, Environmental Management Effort (UKL), and Environmental Monitoring Effort (UPL) for Rehabilitation and Reconstruction Activities in NAD Province and Islands of Nias, North Sumatra Province*

There are four key phases of the EIA process:

1. EIA Terms of Reference Preparation
2. EIA Terms of Reference Review and Approval
3. EIA Study Preparation
4. EIA Study Review and Approval

The EIA ToR (KA-ANDAL) establishes the framework for the preparation and review of the EIA. It outlines how the EIA will be conducted and helps ensure that the public, government agencies and other relevant stakeholders know what will be considered. The KA-ANDAL is to be used as a) the main reference in preparing the environmental assessment study, the Environmental Management Plan, and the Environmental Monitoring Plan (ANDAL, RKL, and RPL, respectively); and b) to be used as a reference for evaluating the preparation of the ANDAL-RKL-RPL documents by the AMDAL Evaluation Commission. The Terms of Reference is subject to approval by the BAPEDAL NAD.

The benefits of the EIA ToR can be viewed from the perspective of the proponent, the government and the public.

The benefits of the EIA ToR for the **proponent** are to identify the potential benefits and risks to the environment caused by the proposed undertaking, and to be used as a reference to evaluate the preparation of the ANDAL-RKL-RPL to ensure all the documents are prepared in line with the expectations.

The benefits of the EIA ToR for the **government** are to familiarize decision-makers about the proposed undertaking and the preparation of the ANDAL-RKL-RPL, and its use as a reference framework for evaluating of the ANDAL-RKL-RPL documents by the AMDAL Evaluation Commission.

The benefit of the EIA ToR for the **public** is to serve as a source of information on environmental aspects affected by the potential benefits or risks arising from the proposed undertaking.

This EIA will be carried out in accordance with international standards in approaches and methodologies as set by the World Bank/Asian Development Bank (ADB)/International Finance Corporation (IFC). The EIA will focus on the proposed irrigation developments in Cluster I. It will consider design alternatives, measures to avoid and minimize effects and identify advantages, disadvantages, and net effects of these projects.

1.3 Chronology of Scoping Process

According to the *Ministry of Environment Regulation No. 308, 2005* and *Ministry of Environment Regulation No. 11, 2006*, the proposed irrigation developments of Kr. Seulimum Dam, the Paya Nie irrigation network and the Jambo Ayee Kanan irrigation network require an EIA study, due to the possibility of significant and important impacts they may cause. The AMDAL study of the proposed undertaking uses a streamlined approach as guided by the *State Ministry of the Environment Regulation No. 308, 2005*.

The preparation of the EIA ToR was undertaken by a Streamlined EIA Technical Team (henceforth referred to as the Technical Team) through a series of scoping activities. These activities commenced with a discussion on the proposed undertaking with the proponent on 05 March 2009, identification and prediction of theoretical impacts, site visits and observations on 06-10 March 2009, analysis and main issues formulation to the Terms of Reference compilation.

The notification of proposed Cluster I dam and irrigation developments was published in the regional newspaper "Serambi Indonesia" on 27 March 2009. Despite its late publication, the site visits revealed that most community members were already aware of the planned activities and expected its eventual realization.

1.4. Composition of the Streamlined EIA Technical Team

The Head of BAPEDAL of Nanggroe Aceh Darussalam (NAD) Province as Chairperson of the AMDAL Commission is responsible for the formation of the Technical Team with the issuance of *Work Order No. 090/021/2009* dated 02 March 2009. The Technical Team undertook the project scoping activities and prepared the ToR for the Cluster I proposed developments of Kr. Seulimum Dam, the Paya Nie irrigation network and the Jambo Ayee Kanan irrigation network using a cluster approach.

The Technical Team comprised the following individuals:

- Ir. Rosmayani (*Head - BAPEDAL of NAD Province*),
- Ir. Akhmad Supiarma (*Secretary – Irrigation Specialist - UNDP*);
- Drs. Soekarman Moesa, M.Sc (*Environmental and Ecological Specialist - UNDP*);
- Nina Basira, SE, M.Hum (*Socio-cultural and Gender Specialist - UNDP*);
- Ir. M. Ahsan Jass, M. Eng (*Irrigation Office of NAD Province*);
- Wardiono (*Ministry of Public Works - Directorate General of Housing, Building, Planning and Urban Development NAD Province*)
- Safrizal, ST (*Office of Environment, Sanitation and Landscaping – Bireuen District*);
- Sri Endang Wahyuni, SSi (*Office of Environment, Sanitation and Fire Protection Board – East Aceh District*),
- Indra Yani (*Office of Environment, Landscaping, Sanitation and Fire Protection Board –Aceh Besar District*).

CHAPTER II STREAMLINED EIA PROCESS

2.1 Stages of the Streamlined EIA Process

The Streamlined AMDAL process for the proposed undertaking of Cluster I Dam and Irrigation Developments of Kr. Seulimum, Paya Nie, and Jambo Ayee Kanan, is shown in Figure 2-1. This AMDAL process must be adhered to by all stakeholders.

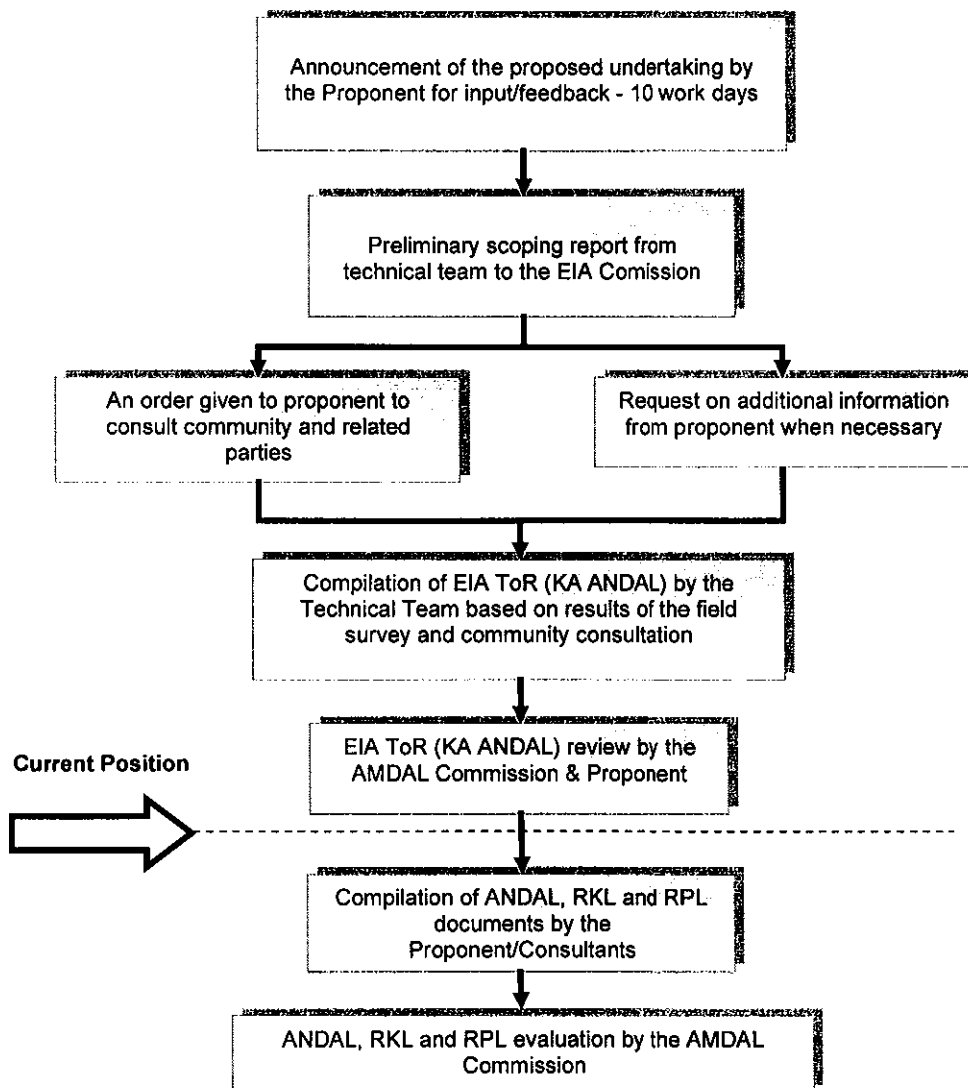


Figure 2-1 Stages of the Streamlined AMDAL implementation for the proposed undertaking of Cluster I Dam and Irrigation Developments of Kr. Seulimum, Paya Nie, and Jambo Ayee Kanan.

2.2 Cluster Approach

The environmental impact studies, to be completed under the *State Ministry of the Environment Regulation No. 308, 2005 (PerMenLH 308/2005)*, utilize a cluster approach for time and cost efficiencies in conducting the Streamline AMDAL Process. The Cluster approach groups one or more proposed undertakings into one unit based on the similarities of activity, ecosystem type, socio-economic and socio-culture characteristics, and land use. EIAs for the proposed developments throughout Aceh NAD were grouped into four clusters (see Figure 2-2). **Cluster I Dam and Irrigation Developments of Kr. Seulumum, Paya Nie, and Jambo Ayee Kanan** is presented in Figure 2-3. The Cluster I characteristics of the individual proposed projects are presented in Table 2-1.

Table 2-1 Cluster I characteristics of the proposed dam and irrigation developments of Kr. Seulumum, Paya Nie, and Jambo Ayee Kanan.

Location	Type of Proposed Activity	Type of Ecosystem	Socio-economic Activities	Culture	Land Use
Aceh Besar District	Dam Development of Kr. Seulumum	Dry land, hilly area with elevation 10-15 m above sea level	Agriculture (livestock) plantation crops	Acehnese	Agricultural area (banana, oil palm, pinang, coconut), forest areas and bushes
Bireuen District	Irrigation Development of Paya Nie	Wetland area, lowland area with elevation 3- 7m above sea level	Agriculture (livestock), fisheries, labourer/ field- hand	Acehnese	Agricultural area, paddy field semi-technical, banana, coconut , human settlement areas
East Aceh District	Irrigation Development of Jambo Ayee Kanan	Coastal low-land area with elevation 7-15 m above sea level	Agriculture (livestock), fisheries, local tourism	Acehnese	Agricultural area (banana, coconut, pinang, mix plantation), forest area and human settlement areas

Based on the similarities of the criteria noted in Table 2-1, the proposed dam and irrigation developments of Aceh Besar, Bireuen and East Aceh would likely have similar potential environmental effects and associated mitigation measures. As such, the proposed developments are grouped into one cluster, i.e. Cluster I for conducting the environmental impact study. Although the identified potential effects may be similar, it is recognized that nuances in the environmental context may give rise to specific mitigation measures and approaches unique to the project location and activity. To accommodate for this, separate Environmental Management Plans (RKL) and Environmental Monitoring Plans (RPL) are to be prepared for each individual project activity as part of the document package for the Streamlined AMDAL Process. Only one Environmental Assessment Study (ANDAL) report will be prepared for the cluster.

The Streamlined AMDAL document package includes;

- i) Cluster EIA ToR;
- ii) Cluster Environmental Study Report;
- iii) Individual Environmental Management Plan (RKL);

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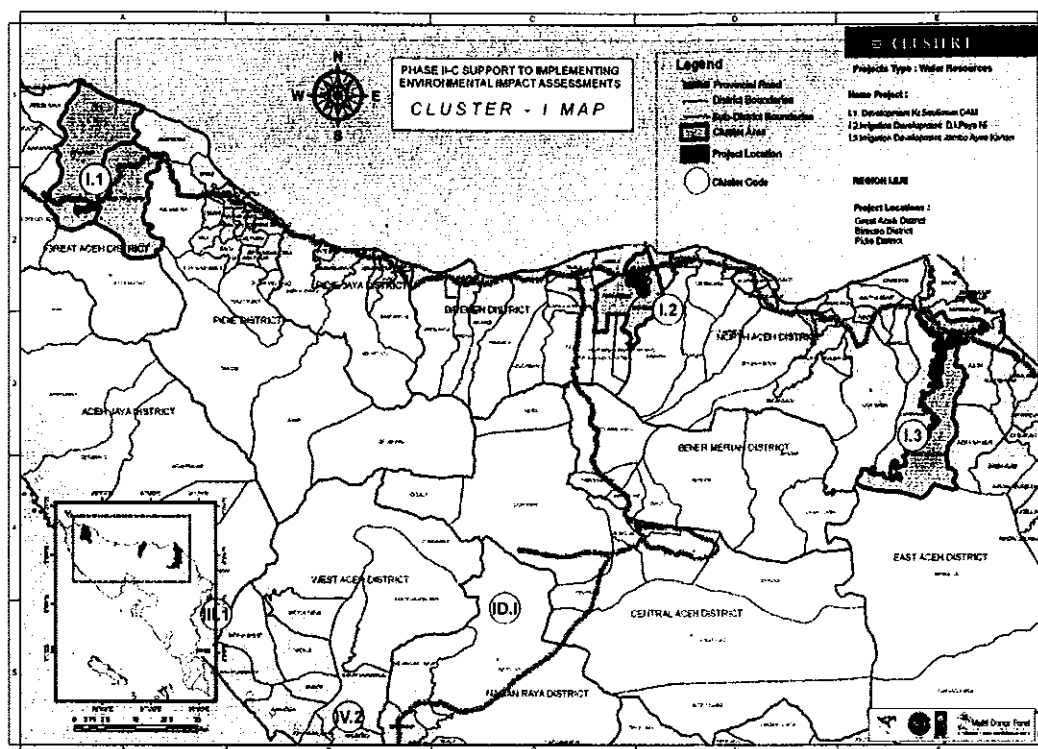


Figure 2-3 Cluster I proposed dam and irrigation developments of Kr. Seulimum, Paya Nie, and Jambo Ayee Kanan.

The EA study will comply with requirements set out in the *State Ministry of the Environment Regulation No. 308, 2005 (PerMenLH 308/2005)*. The consultant on behalf of the proponent will submit the EIA documents for review and approval to the AMDAL Review Commission formed under the authority of BAPEDAL Aceh. The EIA will be prepared in accordance to the *State Ministry of the Environment Regulation No. 08/2006 (PerMenLH 08/2006)*.

2.3 Proposed Undertaking

2.3.1 Kr. Seulimum Dam

The development of Kr. Seulimum Dam is intended to provide three main functions; i) to control the annual flood waters downstream of Krueng Aceh, Krueng Inong and Krueng Seulimum; ii) to serve as a post-tsunami clean water source for the City of Banda Aceh; and iii) to serve as new irrigation water source for 7,100 ha paddy field to sustain livelihoods in the Seulimum Sub-district.

Proposals to use the facilities as hydroelectric power plant (PLTA), fresh water fishery, animal husbandry and tourism are still under consideration.

The intention to develop the Kr. Seulimum Dam in the Aceh Besar District has been around since 1983. However, the tsunami/earthquake disaster precipitated its rise in priority as a potable water source for the tsunami-affected areas of

Banda Aceh. The scoping activities did a preliminary evaluation of three alternative locations (i.e. Alternatives 1, 2 and 3) for the dam, and it is expected that the EIA would do a full evaluation of the alternative locations. Preliminary results indicate Alternative 1 to be the preferred location given its greater capacity to meet the prescribed needs/functions of the dam (see Figure 2-4). Alternative 1 would also engulf and include the dam bolder areas for Alternatives 2 and 3 (see Figure 2-5).

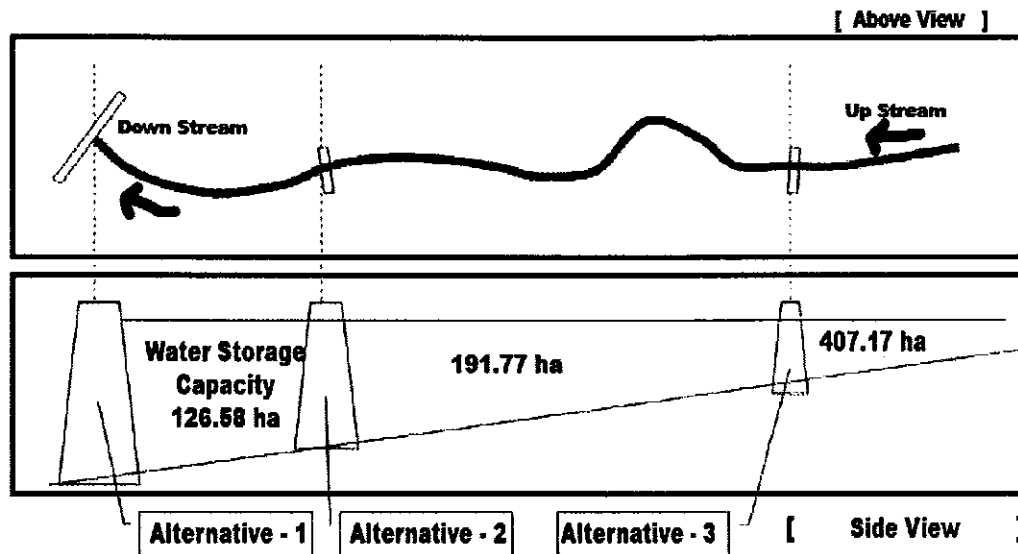


Figure 2-4 The three alternative locations for the Kr. Seulum Dam and associated water storage capacity.

There is currently no road access to the three alternative locations; however when the center point of the dam is determined, the designs of dam and the access roads will be finalized.

Primary activities associated with the Kr. Seulum Dam include;

- a. The final selection of the preferred alternative location, and the subsequent finalization of the dam design, access road development, and landfill material supply;
- b. Dam pool area development encompassing the three alternative sites - Alternative 1 (05 ° 21'8 .39"N, 95 ° 36 '0:49"BT) at a pool area of 725.52 ha; Alternative 2 (05 ° 20' 49.82"N, 95 ° 37 '39 '72"BT) at a pool area of 598.94 ha; and Alternative 3 (05 ° 20 '49.82"N, 95 ° 37' 48.20"BT) at a pool area of 407.17 ha;
- c. Water proofing the dam pool area with layered clay would involve the damming and filling of water from the river catchment area (24,657 ha). It would take approximately one year to fill the pool area and another 3-5 years to ensure stability (i.e. no water seepage);

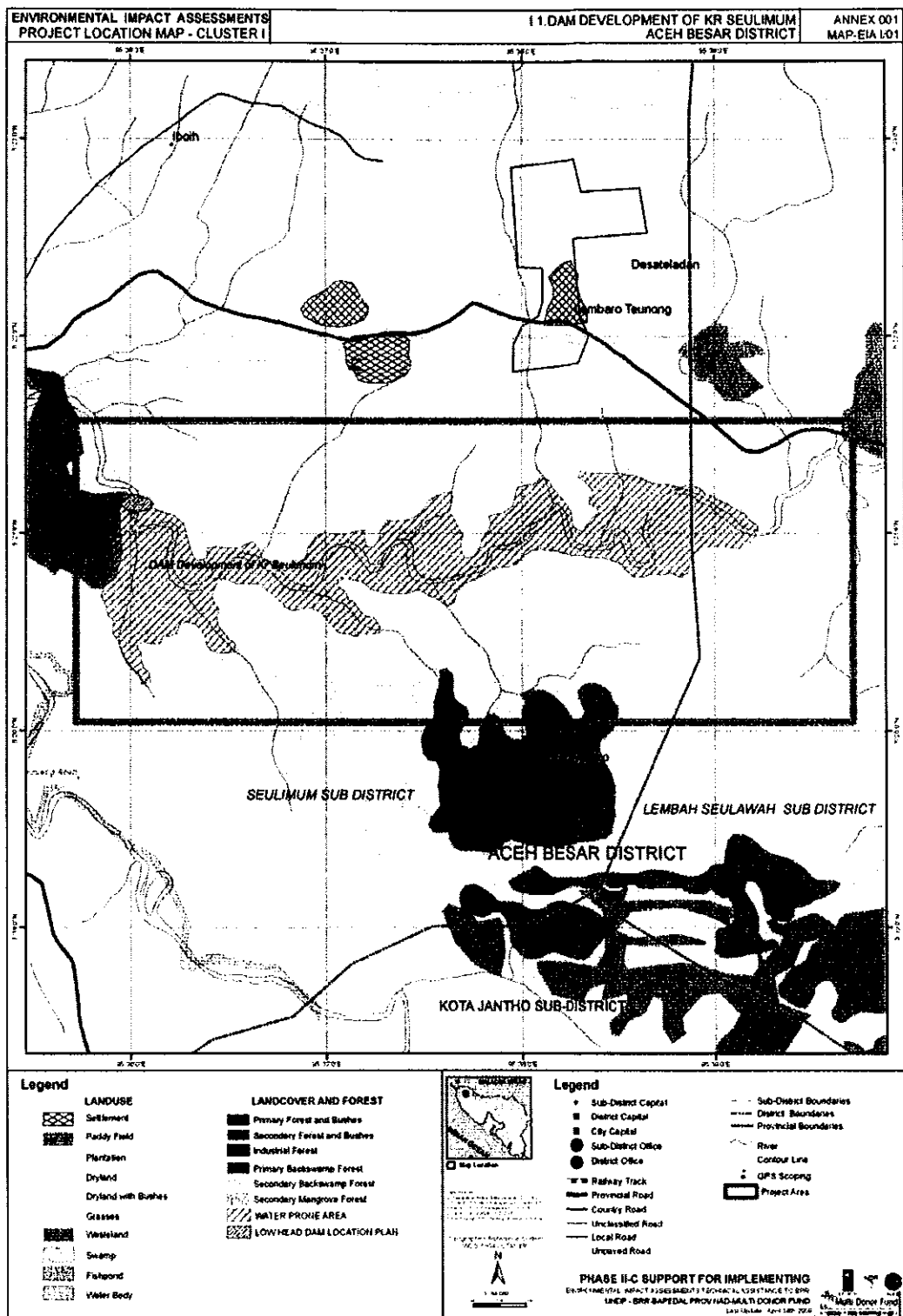


Figure 2-5 Kr. Seulimum Dam development plan.

- d. Possible resettlement activities due to the inundation of land affecting four village boundaries, i.e. Lon Asan Village, Lon Baru Village, Lamtamot Village and Data Meureudu Village in the Lembah Seulawah Sub-district¹; and
- e. Relocation of dirt roads expected to be inundated.

Satellite imagery of the area shows that the terrain encompassing the proposed alternative sites is crisscrossed with plantation crops and grasslands suitable for livestock husbandry (Figure 2-6). Banana trees and fruit trees are common in the area. A number of quarries are located outside the pool area. These include three sand quarries, three limestone quarries, and one stone quarry. Tree replanting or re-greening is also a proposed activity for the Kr. Seulimum Dam project.

2.3.2 Development of DI Paya Nie Irrigation Network (Mon Seuke Pulot Irrigation Area)

Paya Nie Irrigation Area (Daerah Irigasi or DI) is located in Bireuen District, Nanggroe Aceh Darussalam Province at 05°07'32" - 05°14'25" North Latitude and 96° 46'28" - 96°53'75" East Longitude (see Figure 2-7). A large portion of the land plain irrigation area is on a slope between 0 – 8%, with other parts at 8 – 15% inclination, and a small part at 70% inclination. The area is located between 2- 33 m above sea level. The Paya Nie irrigation area is located in two sub-districts, Kuta Blang and Gandapura. The distance from Banda Aceh to Paya Nie is 235 Km.

The area boundaries of DI Paya Nie are:

- In the north, borders on the Coast of Malacca Strait
- In the south, borders on Krueng Guci/Krueng Meueh
- In the east, to border on Krueng Leuhu
- In the west, to border on Krueng Peusangan

The main problem for DI Paya Nie is water availability. The existing water flow rate is insufficient to irrigate the 2,557.80 ha area for planting during the dry and rainy seasons. The maximum primary flow rate of Krueng Meueh is 3.30 m³/s (December), and the minimum is 0.58 m³/s (September).

Within the same watershed, the development of the Krueng Meueh Dam and the short-cut dams of Krueng Simpo and Krueng Pineung were intended to solve this water shortage problem.

Once operational, the dam is expected to provide irrigation to improve the living conditions of the tsunami affected community of Kuta Blang Sub-district. The dam is expected to provide irrigation to improve the agricultural land quality by irrigating 2,019.0 ha paddy fields in the Kuta Blang, reduce flooding, and have a sufficient volume of water during the dry season to increase in rice production

¹ The EA will determine the extent or need for settlement relocation as an issue given the village boundaries are unclear. Settlement in the proposed floodplain area is likely temporary and associated with agricultural activities.

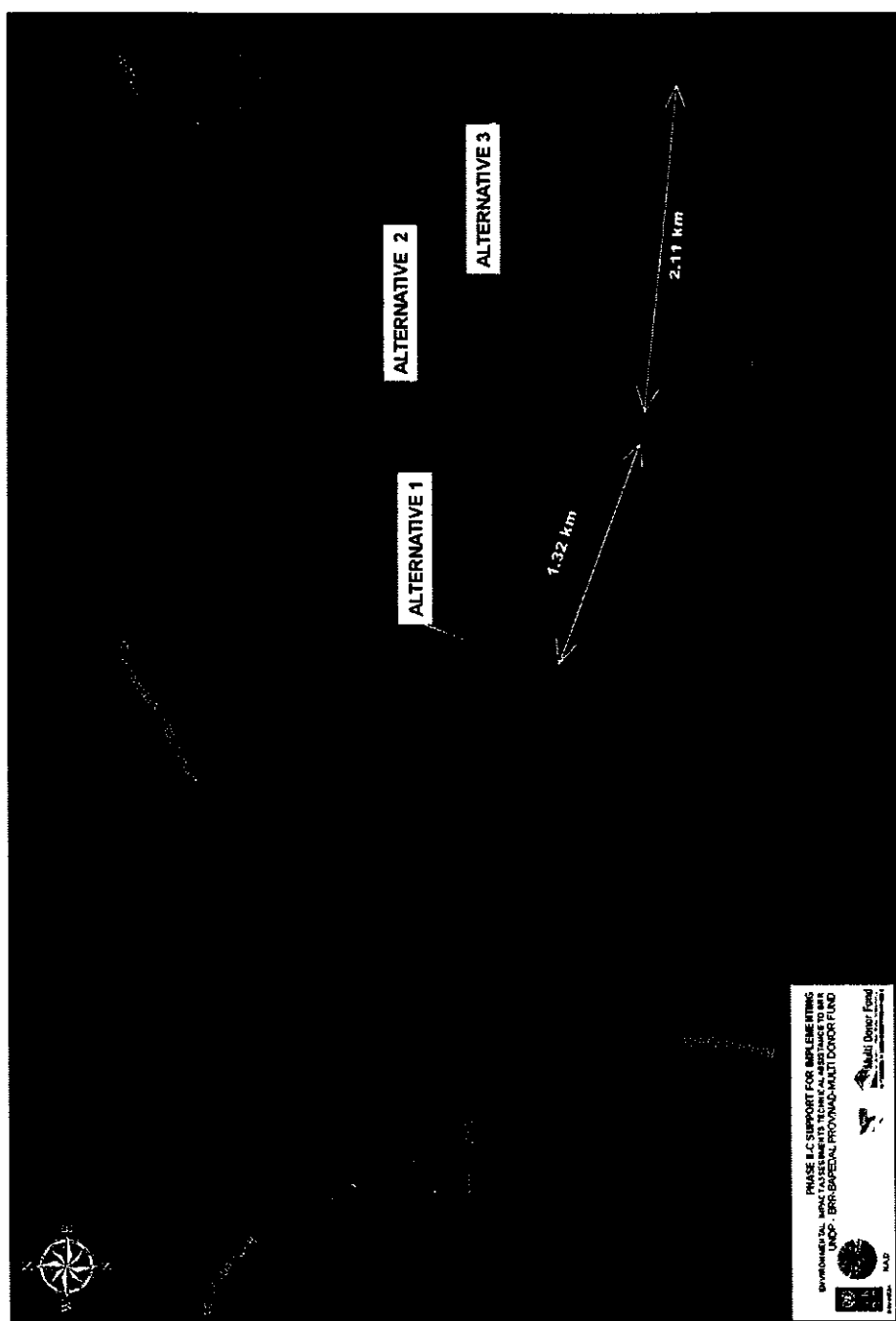


Figure 2-6 The Kr. Seulimum Dam three alternative locations.

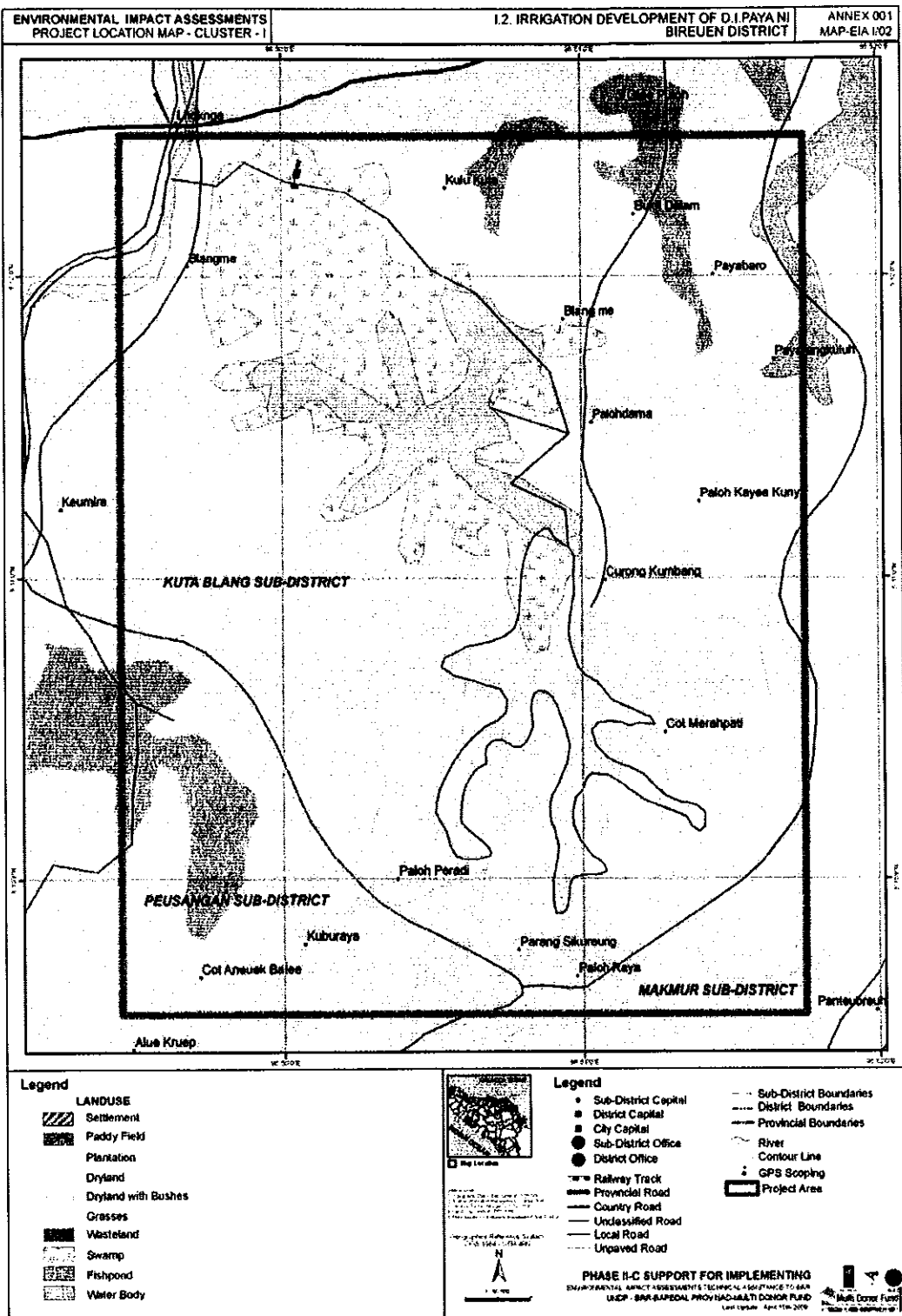


Figure 2-7 Location Map of Paya Nie Irrigation Area

and potable water supply for domestic uses. All canals will be converted into technical irrigation.

The main activities associated with the Paya Nie Irrigation network include:

- a) Main Installation: Paya Nie Weir, Krueng Meueh Weir and Supporting Installation of Krueng Simpo and Krueng Pineung Weirs.
- b) Irrigation Network construction
 - 1. Canal
 - a. Main canal of Kr.Meueh of 19,638.20 m long
 - b. Normalization of secondary canal of 38.053 m long
 - 2. Division Structure = 15 units
 - 3. Drop Structure = 8 units
 - 4. Drainage culvert = 3 units
 - 5. Culvert = 9 units
 - 6. Intake Structure = 1 unit
 - 7. Foot Bridge = 6 units
 - 8. Flushing Stairs = 11 units
 - 9. Spillway = 1 unit
- c) Sediment Trap: located at the right side of the dam, plastered boulder construction, quadrangle, storage capacity 660 m³.
 - Intake sediment trap = 2 gates, 1.25 meter wide.
 - Sediment trap flusher = 4.30 m³/second (2 gates)
 - Flushing canal = 24.00 m (H: 1.68 m, W:2.70 m, Ha = 1.08 m).

2.3.3 Development of Jambo Ayee Kanan Irrigation Network.

The Jambo Aye irrigation area is located close to the northeast coast of Nanggroe Aceh Darussalam, approximately 415 km south of Banda Aceh and 295 km north of Medan. The geographic location of the dam project is at 5°00'32.32' North Latitude (Lintang Utara) and 97°29' 45.96" East Longitude. The closest urban area is Langsa City at approximately 30 km.

DI Jambo Ayee is designed to distribute water flow to the right side of the Langkahan Dam (see Figure 2-8). The proposed development of Jambo Ayee technical irrigation is one sector of development capable to directly increase the community's income in agricultural sector. Detailed planning on main installation, main network, secondary network and tertiary network are required to provide optimal results. To accomplish that, the Feasibility Study (FS) and SID (Survey of Investigation and Design) have been completed.

Permanent technical irrigation system has not been developed to irrigate paddy fields in Jambo Ayee (approximately 3,028 Ha), so most still rely on rain water or ground water.

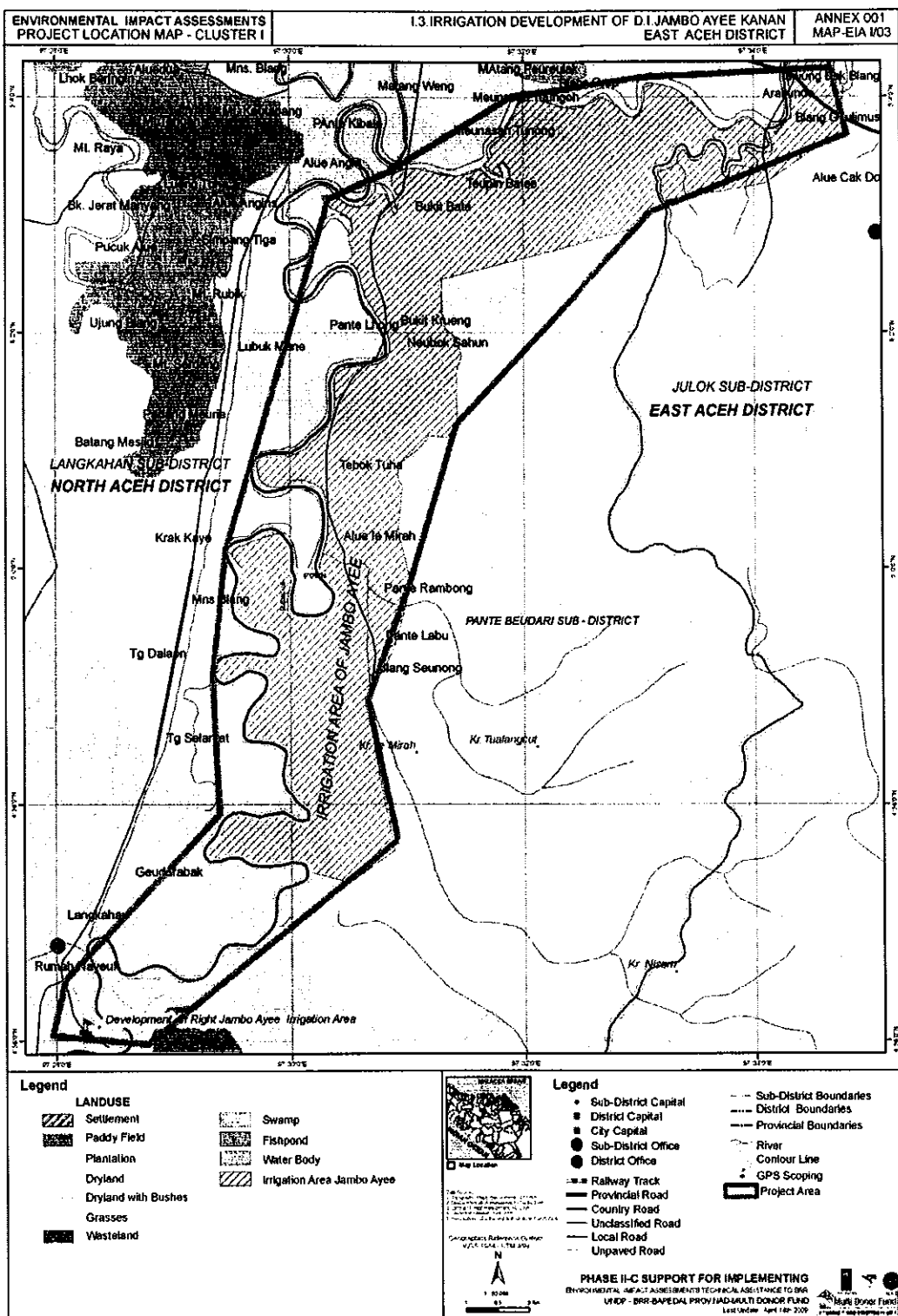


Figure 2-8 Location Map of D.I. Jambo Ayee Kanan

The topography of Jambo Ayee is flat on a slope of 5-10%, 4.0 - 16.0 meters above sea level. Paddy fields are located in villages at the periphery of the nearest urban area. Irrigation canals will be built on the right side of the Jambo Ayee River banks. Four-wheeled vehicles can access the location via an asphalt road at the left of the river. Forest area is located in a catchment area 20 km from the site upstream along the river.

In general, proposed undertaking of Jambo Ayee Kanan Irrigation Network comprises 3 main works: dam development or dam reparation, development of primary, secondary and tertiary irrigation network, and the drainage. Detailed activities and technical specification of Jambo Ayee irrigation project can be found in the FS and SID. The main activities involve construction of:

a) Free intake installation built to meet the following criteria:

Area for proposed irrigation : 3,028.00 Ha
Proposed rate of water flow : 4,279 m³/s
Left intake elevation: + 19.15 m
Tower elevation : + 21.00 m.

b) Development of the irrigation canal comprising:

- 25 secondary canals; 4 canals are 3.8 – 4.9 m wide; 4 canals are 2.8 – 3.4 m wide; 4 canals are 2.1 m – 2.5 m wide; 13 canals are 0.5 - 1.9 m wide. Average width is 2.75 m. Average height of the canals is 1.25 m. Total length is 40.924 m.
- 29 division structures from secondary to tertiary canals with gates vary from 2, 3 and 4 gates. Minimum rate of water flow required is: 3.86 m³/s.

2.4 Description of the Environment

2.4.1 Physical Environment

Despite the similarities in the ecosystem, the environmental settings in the location of the proposed undertakings in Cluster I have slight differences in elevation and slope. Elevation for the location of the water retarding area associated with the proposed Seulimum Dam is 41 - 70 m above sea level, at 15 - 35% slope. The elevation of Alternative 1 is approximately 41 m above sea level, Alternative 2 is 45 m above sea level, and Alternative 3 is 52 m above sea level. The elevation in the Paya Nie irrigation network location is 03 – 33 m above sea level, 03 - 15% slope, and the elevation in Jambo Ayee irrigation is 04 – 16 m above sea level, with 03 - 10% slope.

Land use in the proposed irrigation locations in Cluster I is mostly agricultural area. Empirically, ambient air quality in these locations appears similar, as there is little or no impact from industrial activities. Noise levels are generally below 50 db(A). Surface water quality in water courses did not appear to be affected by point source contamination during the site visits.

2.4.2 Biological Environment

Plants and vegetation, such as *Eupatorium odoratum*, grasses (non-cultivated plants), bananas (*Musa paradisiaca*), coconut (*Cocos nucifera*) are common in proposed irrigation areas of Cluster I. Fauna in the area are several species of birds and reptiles.

Specific vegetation found in the proposed irrigation development locations includes the following:

- Sugar palm (*Arenga pinnata*) is only found in the proposed locations of the Kr. Seulimum Dam and Jambo Ayee Kanan
- water hyacinth (*Eichonia crassipes*), kangkung (*Ipomoea aquatic*), and “rumpit obor” (*Thyfa latifolia*) are found in the proposed Paya Nie irrigation location

The proposed location of Kr. Seulimum Dam is in a low plain terrestrial ecosystem. The proposed irrigation location of Paya Nie is largely in a low plain aquatic/wetland ecosystem, and its proposed canals run over area of low plain terrestrial ecosystem. The proposed intake location of Jambo Ayee Kanan irrigation is in a low plain aquatic ecosystem. The primary and secondary canals pass through a low plain terrestrial ecosystem, while the tertiary canals run through a wetland ecosystem.

2.4.3 Social Environment

The social environment in Cluster I is largely rural, with many people engaged in farming, trade and some service industry activities. In the area of the Krueng Seulimum Dam, most people grow hard woods and work in dry field, while most people in Paya Nie and Jambo Ayee work in paddy fields.

Work in the paddy fields is dominated by women in all three locations, ranging from seed selection, planting, mowing, and harvesting. Men are involved in fertilizing and pesticides application and harvesting. Rental threshers are usually used to separate rice grains from the rice shaft.

Both men and women equally operate small business enterprises. Women generally run shops selling daily necessities and the men work in coffee shops.

Communities in the three irrigation project locations are of Acehnese cultural heritage. Males still dominate in any household decision making.

2.4.4 Community Health

In every location of proposed undertakings of Cluster I, the community health conditions appear to be relatively good as evident by the presence of a Public

Health Center or Secondary Public Health Center and relatively good environmental sanitation that is benchmarked by the amount of refuse littering the areas. Krueng Seulimum Dam and Paya Nie irrigation areas are located relatively far from residential areas that have low population densities. The Jambo Ayee irrigation area has a relatively higher population density, with public sanitation facilities or Bathing, Washing and Toilet (Mandi Cuci Kakus/MCK) located at the edge of the drainage canal. Environmental sanitation is relatively lower compared to the other two project areas.

2.4.5 Activities in Surrounding Area

There are no major industrial activities in the vicinity of the proposed Cluster I dam and irrigation developments.

2.5 Study Area Boundaries

To determine sample points, the proponent, the Irrigation Office, or an appointed representative must refer to study area boundaries, both in collecting primary and secondary data used in research, study and impact prediction. In addition to defining the study area boundaries, justification must also be given when determining sampling points located within the study area boundaries.

In finalizing the study area for these developments the following must be considered:

a) Project Boundaries

Project boundaries are focused in the activity plan area for the development of the Krueng Seulimum Dam in Aceh Besar District, Development of Paya Nie Irrigation Network in Bireuen District and Development of Jambo Ayee Kanan Irrigation Network in East Aceh District, as well as for supporting facilities, infrastructures and quarry locations.

b) Ecological Boundaries

The ecological study area boundaries will encompass impact zones or zones of influence, and will be refined and finalized during the EIA with input from the public, government agencies, and other stakeholders to ensure that areas potentially affected by the irrigation developments are identified and studied. This is expected to occur early in the EIA.

c) Administrative Boundaries

The administrative boundaries of the EIA include:

- i) the Seulimum Sub-district and Lembah Seulawah Sub-district for the proposed Kr. Seulimum Dam;
- ii) the Kuta Blang Sub-district and Gandapura Sub-district in Bireuen District for the proposed DI Paya Nie irrigation network; and
- iii) the Pante Budari Sub-district for the proposed Jambo Ayee Kanan irrigation network in East Aceh District.

d) *Social Boundary*

Social boundaries focus on communities or settlement areas affected by the proposed irrigation developments. These communities would experience a benefit or loss associated with these undertakings. Such communities include those settlements and villages within 500 m of the dam and irrigation developments of the Cluster I in the sub-districts list above.

CHAPTER III MAIN ISSUES

A review of documentation on the proposed Cluster I dam and irrigation developments and site visits to the proposed locations assisted in determining key issues related to the potential effects of the undertaking. The following main issues are related to the potential effects associated with the proposed Cluster I dam and irrigation developments in Aceh Besar District, Bireuen District and East Aceh District. The Ministry of Public Works - Directorate General of Housing, Building, Planning and Urban Development of NAD Province on behalf of the Government of Nanggroe Aceh Darussalam Province as the proponent must fulfill the requirements stated by the Terms of Reference document and address the main issues identified. The Environmental Assessment (EA) study will address the following main issues.

3.1 Physical Environment Issues

3.1.1 *Micro-Climate*

Change in temperature and humidity in the project location will occur during the construction and operation phase due to the conversion of agricultural area to excavated or open area. The dam or irrigation area will be built in this open area during construction phase. The process will likely cause changes to the micro-climate at the project location.

The EA will examine expected micro-climate changes in the vicinity of the Kr. Seulum Dam in Aceh Besar District, the DI Paya Nie Irrigation Network in Bireuen District and the Jambo Ayee Kanan Irrigation Network in East Aceh District.

1.1.2 *Land and Soil*

The development of Kr. Seulum Dam, Paya Nie Irrigation Network and Jambo Ayee Irrigation Network will cause changes in the project location landscape. The development of access roads to the locations, canal excavations and land filling will change the landscape slope. The EA will examine the direct and indirect changes to the area landscape of the Kr. Seulum Dam in Aceh Besar District, Paya Nie Irrigation Network in Bireuen District and Jambo Ayee Kanan Irrigation Network in East Aceh District, including changes in landscape caused by the extraction, transportation and filling of quarry materials.

The erosion rate would likely increase during construction and post-construction phases, both in the project area and quarry locations. Erosion in the activity location would occur at the edges of the dam and the irrigation canal, and is greatest before the compaction and lining of canals. EA will examine the erosion potential and mitigation measures to minimize the effects of erosion to enhance soil stability.

The landscape changes would also affect land stability with respect to the dam's structure, water current or heavy vehicular transportation on the project site. The EA will examine the land stability and review mitigative measures to safeguard against landslides, soil instability around the proposed locations of the irrigation networks.

1.1.3 Forests

Forest removal is a major activity associated with proposed dam and irrigation networks during the construction phase. The EA will document the extent of forest removal and outline the re-greening strategies for the proposed irrigation networks, particularly for the Kr. Seulimum Dam.

3.1.4 Water Quality and Flow Rate

Changes in water flow rate and water quality in the project sites would occur during construction phase. In this phase, water current diversion and sediment runoff from excavation will flow to the water body affecting water quality. Increased siltation from runoff can lead to a decreased stream capacity and impairment of downstream water quality and impairment of beneficial uses of water.

The EA will examine the change in water flow rate and water quality of the water courses/bodies in the location of the Development of Krueng Seulimum Dam in Aceh Besar District, Development of Paya Nie Irrigation Network in Bireuen District and Development of Jambo Ayee Kanan Irrigation Network in East Aceh District.

3.1.3 Air Pollution, Noise and Vibration

During the construction of sheet filling compaction for the dam body and the construction of free intake for the irrigation, noise, vibration and dust pollution from the passing vehicles carrying sand and quarry will occur.

Review the effects of air pollution, noise and vibration during the construction and operation of the Development of Krueng Seulimum Dam in Aceh Besar District, Development of DI Paya Nie Irrigation Network in Bireuen District and Development of Jambo Ayee Kanan Irrigation Network in East Aceh District.

3.2 Biological Environment Issues – Flora and Fauna

The impact of the proposed activities of Cluster I will change the existing aquatic and terrestrial ecosystems. In the case of the Kr. Seulimum Dam, the dam will cause the pooling of Kr. Seulimum to convert the bolder area from a terrestrial to an aquatic ecosystem. There will be an expected loss of terrestrial plant species

and animal habitats and the eventual introduction of new flora and fauna species of the aquatic regime, including plankton, benthic and nekton communities. For the Paya Nie and Jamboo Ayee Kanan irrigation networks, there will be an expected change in flora species and faunal habitats, however not to the extent of the Kr. Seulimum Dam.

The EA will examine the extent of ecosystem conversion, and describe and map pre-construction vegetation communities and delineate plant species in all natural areas. Of particular interest is the identification and potential loss of rare/endangered or protected plant species. The EA will also identify the mammal, breeding bird and herpetofauna species present in the study area based on published information and available databases, or field sampling as required. Any significant or specialized wildlife habitat will be mapped and described. This would include animal migration corridors, as well as feeding and resting areas, where practicable. Also of interest is the identification and potential loss of rare/endangered or protected animal species.

Any significant fish species and/or fish habitat will be identified and described. All watercourse locations will be field inspected prior to construction to confirm presence/absence of fish habitat and fish species.

3.3 Socio-economic & Cultural Issues

3.3.1 Population Increase

The development of a dam and irrigation networks may attract migrant to the vicinity of the dam/networks. The road improvements to access the sites will increase the flow of goods and people in the local areas. A population increase in the study area is expected to occur during the construction and operation phases largely due to increased employment opportunities during these phases. The EA will provide a demographic profile and examine the potential effects of the dam and irrigation networks on the study area population.

3.3.2 Land acquisition

Although many properties will be affected by the dam and irrigation, relocations effects would be kept to a minimum. The EA will confirm the land acquisitions and relocations necessary for the dam and irrigation networks and examine its effects on the local community. This will also include a determination if LARAP (*Land Aquisition and Resettlement Action Plan*) studies are needed and subsequent recommendation/guidelines for conducting the studies according to IFC standards (2002). Water supply rights are a particular consideration with these undertakings. The EA will document the water supply rights and examine its effects in the undertakings. Mitigation measures to minimize conflict arising from water supply rights and land acquisition (or disruption in enjoyment of property during construction) will also be examined.

3.3.3 Economic Issues

The displacement of properties including businesses and the removal of land from agricultural production would likely affect the local economy. The EA will examine the economic effects of business property displacement/disruption and the removal of land from agricultural use.

Construction and post-construction activities would also provide an impetus for employment in the local area. Recruitment of local people to work during the construction and operation of the dam and irrigation is highly encouraged especially if the skills match the project needs. The EA will profile the local economy and examine employment changes likely to occur during construction and operation of the dam and irrigation networks.

Post-disaster increased economic capacity (evident through higher income levels in household/communities) is one of the goals for constructing the dam and irrigation networks of Cluster I. The spin-off effects of tourism associated with properly maintained facilities, particularly dams, would give rise to other business activities/opportunities that can attract visitors from outside the local communities. The EA will provide a baseline of the local economy and examine the economic gains, losses and net benefits as a function of the proposed undertakings. As women are largely involved in agricultural activities, efforts will be made to document changes using gender disaggregated data, where applicable.

3.4 Community Health and Safety Issues

During construction phase, pollutants in the project site such as dust, noise, careless placement of excavated mud/soil, water polluted by grease, etc will increase, and be sources of illness in the community. The presence of pools/puddles of standing water would increase the potential for waterborne or water related diseases. The EA study will examine the potential effects of the undertakings on the local population health and safety.

The EA will also review possible risks concerning the dam stability, the probability of disaster and emergency plans. These will be elaborated further in the RKL and RPL documents.

3.5 Transportation Issues - Volume and Traffic Accidents

The construction and operation of a dam and irrigation network will increase traffic volume, road damage and the risk of traffic accidents due to heavy vehicular traffic and trucks carrying materials. The EA will examine the changes in traffic volume and its effects at the pre-construction, construction and post-construction phases and propose measures to mitigate the adverse effects.

3.6 Spatial Planning and Land Use Issues

A population increase in the vicinity of the dam and irrigation networks will put pressures on land use and other supporting facilities in the areas. Such pressures could lead to activities and use of land not in accordance to existing regional plans. The EA will examine the conformation of the proposed undertakings with regional and/or local Official Plans and predict changes in land use precipitated by the Cluster I dam and irrigation developments.

3.7 Community and Stakeholders Consultations

The EA will conduct extensive consultation and education about the undertaking with the district, sub-districts, and village communities at study location and the surrounding area. The EA will provide a description of the consultation about the undertaking and the results of the consultation as outlined in the ADB's Technical Guidance document "Public Consultation and Disclosure".

The EA efforts will liaise and coordinate with relevant stakeholders at the provincial and district agencies/offices regarding the proposed undertaking of Cluster I dam and irrigation developments.

3.8 Consideration of Alternatives

The consideration of alternatives will include the following:

1. The EA will describe and explain alternatives of the proposed undertaking of the Cluster I dam and irrigation developments. This will include a detailed discussion on the final site selection of the Kr. Seulum Dam. Further, this discussion will also include a detailed description of the "Do Nothing" alternative and the consequences of not proceeding with this undertaking.
2. The alternative methods that will be considered in the EA relate to minimizing or avoiding adverse negative effects of the undertaking. The EA report will provide a description and rationale for the alternative methods. The alternative methods to be considered are:
 - reasonable refinements to dam and irrigations networks which involve diversions around and potential crossover points at locations of sensitive features;
 - project technological and design considerations, e.g. sound barriers, are issues typically raised by affected landowners, and may involve an assessment of potential mitigation measures or raise the need for a regulatory permit. Considerations will be assessed in cooperation with relevant agencies.

3.9 Review of the Activities

1. The EA will examine and describe the interconnectedness between the proposed undertaking with the district's proposed development plan(s);
2. Examine the possibilities of derivative impacts from the above mentioned main issues and describe the interconnectedness of the issues in a flow chart of impacts. Mitigation measures will also be prepared to prevent/minimize the derivative impacts, including a management plan for alternatives.
3. The EA study must use standard scientific method in sampling, equipment usage, data collection, data analysis, prediction of significant impacts, or significant impacts evaluation.
4. The EA study report, environmental management plan and the environmental monitoring plan (ANDAL, RKL, and RPL documents, respectively) must be completed with maps of adequate scale. Such maps may include but are not limited to maps on: topography, land use, geology, location map, study boundary, sample location, and road design.
5. The ANDAL, RKL, RPL documents must be completed with maps from the National Coordinating Agency for Surveys & Mapping or Bakosurtanal as geo-reference basemap SCALE 1:50.000; include coordinates at: (*Latitude-Longitude Geographic Coordinate System* (WGS 1984) and or Universal Transverse Mercator UTM Zone 46 N projection to be mentioned in the coordinate grids. At least the base map should contain administrative boundaries, road networks, section of rivers, settlements and contour lines, and thematic maps: topographic map, updated land usage map, geological map, road network map, study area boundary map, sample location map, road design drawing, Landsat digital map or SPOT image or their combination, etc will complete it.
6. Species/data inventories and data collections tools such as questionnaires must be attached in the EA document.

3.10 Methodology

a) Data Collection and Analysis

The EA will include an assessment of the qualitative and quantitative information upon which the EA report is prepared and assess any risks to the quality and completeness of EA documentation. The purpose of the field studies is to confirm available information and fill any identified gaps in that information (i.e. needed to assess potential effects, identify and evaluate mitigation options and for the comparison of alternatives). The EIA consultant will propose and reference internationally recognized and used approaches and methodologies in accordance with standards set by the World Bank/ADB/IFC. The EA will also document any associated risks to project decisions including effects prediction and determination of mitigation

measures. To reduce risks, the EA will rely on measures including (but not limited to):

- Evaluation of publicized data sources;
- Aerial photo interpretation and/GIS mapping; roadside and field surveys (e.g. Rapid Rural Assessment (RRA) or Participatory Rural Assessment (PRA)² ;
- Use of qualified environmental scientists and specialists;
- Review of historical monitoring data;
- Stakeholders' and communities' input; and
- Implementation of conservative mitigation strategies. For instance, if some uncertainty exists around the presence of an environmental, social and/or cultural feature, then a conservative mitigation measure will be developed that assumes the feature is present. An example of such measures is if, during field surveys, habitat for a particular species at risk is identified but not the species itself, mitigation measures will be developed that assumes that this species is present.

b) Effects Evaluation and Mitigation Measures

Attachment 2 identifies preliminary environmental and technical considerations that will be applied in the evaluation of potential environmental effects. An array of methods such as adhoc, overlay, checklist, modified version of Leopold Matrix, and weighted-scaling technique, to name a few, are used for evaluating environmental effects. The effects evaluation method used by the consultant undertaking the EA study is not restricted to a particular method(s) in so far as it presents logical, reasonable and supported arguments for predicting effects and associated practicable mitigation measures. The *Decree of the Head of BAPEDAL No. 56, 1994 (Kep.Ka. BAPEDAL 56/1994)* and ADB (1997) may be used as a point of reference or guide for accepted approaches to effects evaluation. A triangulation of methods is recommended to evaluate the effects on the environment in a holistic manner to facilitate sound decision-making on the feasibility of the proposed undertaking.

Mitigation measures will be developed to minimize negative effects due to construction and operation of the project with due consideration of cost, safety, feasibility and technical standards. The EA will recommend pre- and post-operational monitoring programs designed to verify effects prediction, the effectiveness of mitigation measures and the need for any remedial measures, should they be necessary.

The consultant(s) undertaking the EA study should interact with the project design consultants and provide mitigation measures that can be directly

² ADB's safeguard policies and guidelines for resettlement, indigenous peoples, and incorporation of social dimensions can be used for i) identifying and assessing stakeholders, ii) assessing and evaluating the social impacts, and iii) developing and implementing appropriate resettlement and indigenous peoples plans where necessary).

incorporated in detailed design/construction plans and added as clauses that can be directly inserted in construction tender documents. The consultant(s) should draft these clauses. Interaction with the design consultants should happen throughout the EA.

3.11 Reporting and Schedule

The EA documents should be concise and limited to relevant environmental issues. The documents to be produced for the environmental assesment include the;

- 3.11.1 cluster executive summary;
- 3.11.2 cluster environmental assessment study (ANDAL);
- 3.11.3 environmental management plan (RKL) (for each road activity); and an
- 3.11.4 environmental monitoring plan (RPL) (for each road activity).

All the above documents should be organised according to the *State Ministry of the Environment Regulation No. 08, 2006 – PerMenLH 08/2006*.

The following reports will be produced with an indication of the number of copies:

- an inception note (final work-plan) within one month after the official starting date;
- one page monthly progress reports;
- the draft final report three months after start of the project;
- the final report at the end of the project period, taking into consideration the comments from the parties involved as well as the stakeholder workshop.

The following copies will be made available as outlined in Table 3-1:

Table 3-1 Document submissions and copies

Reports*	For submission to:			
	UNDP		Government of Indonesia (BAPEDAL)	
	English	Bahasa Indonesia	English	Bahasa Indonesia
Inception note (= final work plan)	4	1	2	8
Progress Reports	4	1	2	8
Draft final report	4	1	2	20
Final report	8	1	2	25

* two softcopies will be provided in each language for all reports

As the Streamlined EIA process adheres to a strict schedule, these documents will be completed over a suggested time frame of 20 weeks (or five months of work). The proposed timetable for the completion of each stage of the EA and

payment schedule to the consultant is outlined in Table 3-2. The EA activities are expected to be completed by December 31, 2009.

BAPEDAL Aceh NAD and the UNDP EIA Team of specialists based in Aceh will provide oversight and advice on the Streamlined EIA Process. They will also ensure that the approaches and methodologies used by the consultant(s) adhere to international standards for EIA with respect to rigourousness, transparency and traceability.

Table 3-2 Timetable, Deliverables and Payment Schedule

Milestone / Documentation	Target Delivery Date	Payments
Approved contract and scope of services	Upon signing of contract	Maximum USD 30,000 advance
<u>Milestones:</u> Completion of 1 st month deliverables, including completion of mobilization, and detailed implementation planning. <u>Documentation:</u> Provision of implementation plan, including detailed work plan and time schedule.	End of 1 st Month	10% minus USD 30,000 advance
<u>Milestones:</u> Completion of 2 nd month deliverables – data collection and analysis. <u>Documentation:</u> Provision of 1 st progress report (validated by UNDP field monitoring) documenting achievement of deliverables	End of 2 nd Month	20% of contract amount
<u>Milestones:</u> Completion of 3 rd month deliverables – draft report writing completed. <u>Documentation:</u> Provision of 2 nd progress report (validated by UNDP field monitoring) documenting achievement of deliverables; and draft ANDAL-RKL-RPL reports for Technical Team Review and AMDAL Commission Review	End of 3 rd Month	25% of contract amount
<u>Milestones:</u> Completion of 4 th month deliverables - draft final ANDAL-RKL-RPL. <u>Documentation:</u> Provision of 3 rd progress report (validated by UNDP field monitoring) documenting achievement of deliverables; draft final ANDAL-RKL-RPL	End of 4 th Month	25% of contract amount
<u>Milestones:</u> Full completion of all project activities and 5 th month deliverables - Final ANDAL-RKL-RPL. <u>Documentation:</u> Provision of final progress report (validated by UNDP field monitoring) documenting achievement of deliverables; Final ANDAL-RKL-RPL approval by Governor Aceh NAD	End of 5 th Month	20% of contract amount

CHAPTER IV

REQUIRED AREAS OF SPECIALIZATION

In the ANDAL for the Cluster I dam and irrigation developments, the proponent (via the consultant) is responsible for the formation of competent specialists to undertake the study. The ANDAL study team should at least have 8 specialists in the following fields:

1. Environmental Impact Assessment (Team Leader)
2. Hydrology
3. Geology
4. Civil Engineering – Irrigation/Dam
5. Biology/Ecology
6. Socio-economics
7. Chemistry-physics
8. Community Health

A specialist with AMDAL B certificate and experienced in at least 5 cases/undertakings of AMDAL is to be assigned as Team Leader. A specialist in Irrigation/dam Civil Engineering is preferable. The qualifications of the specialist team include:

- Education – minimum M.Sc. with 7-10 years experience or B.Sc. with minimum 15 years relevant experience;
- Demonstrated experience working on similar projects for or with international organizations;
- At least two specialists on the team should have AMDAL certification, and be experienced in AMDAL compilation according to his/her expertise; and
- At least two specialists must be fluent in English (speaking, reading and writing)

Key personnel should be involved at over 70% of the time duration of the work assignment. These key personnel include the Team Leader, and sectoral specialists in the fields of biophysical environment, civil engineering (irrigation/dam) and socio-economics.

REFERENCES

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Attachment 1

Location Photographs



Figure A1-1 Location of Paya Nie Dam.



Figure A1-2 Water Pond Condition in Paya Nie Dam.



Figure A1-3 Current Condition of Paya Nie Dam.

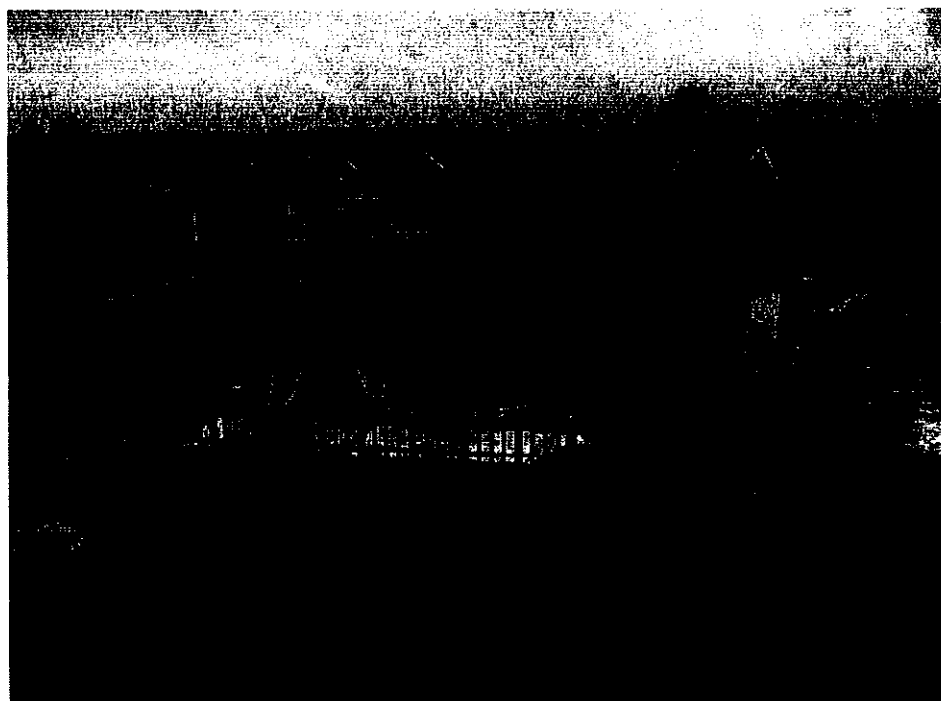


Figure A1-4 Location of Jambo Ayee Kiri (Jambo Ayee Irrigation Area) Dam.

Attachment 2 - Impact Identification Matrix

Cluster I Dam and Irrigation Developments of Kr. Seulimum, Paya Nie and Jambo Ayee Kanan

ENVIRONMENTAL COMPONENT	Kr. Seulimum Dam	Paya Nie Irrigation	Jambo Ayee Kanan Irrigation	Rationale for Selection
A. PHYSICAL-CHEMICAL COMPONENT				
1. Climate	X			Change in micro climate
2. Air Quality	X	X	X	Ashes during construction phase
3. Noise & Vibration	X	X	X	Noise during construction phase
4. Physiography				
5. Hydrology				
a. Rate of Water Flow	X	X	X	Runoff effects or diversions
b. Water Quality	X	X	X	Pollution, sedimentation and generated waste during construction and operation
6. Hydro-oceanography				
7. Space, Land and Soil				
a. Land Use Plan	X			Land acquisition, developments/activities not in accordance with land use plans
b. Regional Development Plan	X			Land acquisition, developments/activities not in accordance with land use plans
c. Possibility of conflict	X		X	Conflict arising from land acquisition or disruption effects during construction and operation
d. Aesthetic Value	X	X	X	Effects to viewer expectations
e. Slope stability	X			Landslides resulting from unstable soil
f. Erosion	X			Erosion of slope/hill
g. Sedimentation			X	Sediment covering canal
8. Transportation	X	X	X	Road damage
9. Traffic	X		X	Traffic during construction
B. FLORA AND FAUNA				
1. Terrestrial Flora (biogeoclimatic zone of vegetation, protected flora, unique flora)	X		X	Loss or disturbance of endemic species or habitat
2. Terrestrial Fauna (abundance and biodiversity, distribution, protected fauna)	X			Loss or disturbance of endemic species or habitat
3. Water Biota (plankton, benthos, fish)	X			Loss or disturbance of endemic species or habitat
C. SOCIAL ECONOMIC-CULTURAL ASPECT				
1. Population (structure, income, density, workforce)	X			Population /population density pressures on local resources & Workforce, migration
2. Economy				
a. Household economy	X	X	X	Gender disaggregated effects to local economy and services
b. Regional economy	X	X	X	Effects to regional economy and services
c. Resource economy	X	X	X	Effects to local businesses
d. Economic/transportation infrastructures	X	X		Operation: change in businesses or service sectors
3. Culture	X	X	X	Generally - to be determined
a. Tradition, cultural norm values				
b. Social system				
c. Community's attitude & perception				

ENVIRONMENTAL COMPONENT	KW Stratum Bm	Private Title Bm	Public/Agri Reserve Title Bm	Rationale for Selection
d. Cultural inheritance				
e. Social stratification				
f. Power and authority				
g. Attitude and perception toward activity plan.	X	X		Land compensation
h. Ecological adaptation	X	X		New grazing land
i. Security				
D. PUBLIC HEALTH				
1. Environmental parameter related to health				
2. Process & potency of exposure				
3. Potency of disease	X	X		Incidence of water borne or water related diseases
4. Characteristics of people at risk				
5. Health resources				
6. Condition of environmental sanitation				
7. Community's nutrition status				
8. Environmental condition – transmission of disease	X	X	X	Water and air borne diseases
F. OTHER AFFECTED Activities				
1. Agriculture	X	X	X	Agricultural land removed from production due to land acquisition
2. Conservation of protection forest	X			

X = Potential Impact

ANNEX V
BANK GUARANTEE FOR ADVANCE PAYMENT

“ Provision of services for Cluster I Environmental Impact Assessment (EIA) – Extension of TA to BRR Phase II C Support for Implementing EIAs for Nanggroe Aceh Darussalam Province”

RFP/UNDP/CPRU/016/2009

We [Bank name] have been informed that the United Nations Development Programme (hereinafter called “the UNDP”) which has its Headquarter in New York concluded on date _____ a contract [contract title and No.] with [Name of the company] hereinafter referred to as “the Contractor” whom has its headquarter in _____ at a total price of _____ US dollars (\$ _____), to execute [Insert title of contract and brief description of works].

Whereas it has been stipulated in the Contract that the Contractor shall furnish the UNDP with a Bank guarantee by a recognized Bank for the sum specified thereafter as security for compliance with his obligations in accordance with the Contract,

Whereas we have agreed to give the UNDP such a Bank Guarantee

And according to this contract, UNDP is required to make an advance payment to the Contractor of _____ US\$, being ____ % of the total price.

Now therefore, this being stated, we, [BANK NAME] [BANK BRANCH], irrespective of the validity and the legal effect of the above mentioned contract and waiving all rights of objection and defense arising therefrom, hereby irrevocably affirm we are the Guarantor and responsible to you, and on behalf of the Contractor undertake to pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of [INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN WORDS] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain in full effect from the date of the advance payment under the Contract until UNDP recovers full payment of the same amount from the Contractor.

This guarantee is revocable only with the written consent of the UNDP.

Parties hereby agree on the terms of this bank’s guarantee letter.

SIGNATURE AND SEAL: _____
Name of Bank/ Financial
Institution: _____
Addressee: _____

ATTACHMENT I
RFP ACKNOWLEDGEMENT FORM

**“ Provision of services for Cluster I Environmental Impact Assessment (EIA) – Extension of
TA to BRR Phase II C Support for Implementing EIAs for Nanggroe Aceh Darussalam
Province ”**

RFP/UNDP/CPRU/016/2009

To:
Bakhtiyor Khamraev, Procurement Specialist

UNDP
Menara Thamrin 8th floor
Jl. MH Thamrin
Jakarta 10250, Indonesia.
Tel: (021) 314 1308 Ext.: 186
Fax: (021) 315 0382, 314 5251

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Duly authorized to sign the Offer for and on behalf of _____ (entity name)

Signature/Stamp of entity/Date

Name of representative: _____

Address: _____

Telephone/Fax: _____

Note: This Acknowledgment Form shall be part of Technical Proposal.

ATTACHMENT II
TECHNICAL PROPOSAL FORMAT

**“ Provision of services for Cluster I Environmental Impact Assessment (EIA) – Extension of
TA to BRR Phase II C Support for Implementing EIAs for Nanggroe Aceh Darussalam
Province ”**

RFP/UNDP/CPRU/016/2009

Note: Technical Proposals not submitted in this format may be rejected. Price Schedule should be included in separate envelope.

Important: Please see Technical Evaluation Criteria in Annex II which details the weighting accorded various criteria in the evaluation of bids.

Name of Proposing Organization/Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone:	
Fax:	
Email:	

Section 1: Proposed Approach

1.1. Approach:

Please provide statement of your understanding of the assignment, and a brief description of the methodology for how the organisation / firm will achieve the outputs and objectives described in the Terms of Reference (ToR). This section should include a detailed work-plan to show how the organization / firm will meet specified deadlines and deliverables within the time-framed specified in the ToR (3-page maximum).

Section 2: Capacity & Experience of Organization / Firm

2.1. Management Structure:

As part of their technical proposals, Bidders must submit a Management Structure Description which includes the following details:

2.1.1. Management Approach: Describe the overall management approach toward planning and implementing such a complex activity. Include an organization chart for the management of the project. Include description of the support activities of home office staff, including capabilities in monitoring, quality assurance, financial review, etc.

2.1.2. Subcontracting: Explain whether any work would be subcontracted, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.1.3. Audit: Please provide a brief description of the audit arrangements proposed for this project.

Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent misuse of funds. Describe internal financial controls to be put in place for the project.

2.2 Organizational Capacity This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement. 2.2.1. Brief Description of Firm: Provide a brief description of the organization / firm submitting the proposal, including the year and country of incorporation, types of activities undertaken, and approximate annual budget. Include a description of your present and ongoing contracts that have a direct relationship to this requirement. Include relevant collaborative efforts your organization may have participated in. 2.2.2. Corporate Capability: The Bidder shall demonstrate its corporate capability with regard to the requirements of the Terms of Reference. 2.2.3. Litigation and Arbitration History: Include reference to any history of litigation and arbitration in which the organization / firm has been involved. 2.2.4 Financial Strength: Bidders must submit their Audit Financial Statement for the last 2 years.																		
3.3. Experience of Organization / Firm: Describe the experience of the organization, as relevant to implementation of this project. Please list previous relevant projects as indicated below. Highlight experience in Indonesia, as well as work on major multilateral or bilateral programmes. Identify appropriate references including a key executive's name and contact details. <table border="1"> <thead> <tr> <th>Name of project</th> <th>Client</th> <th>Contract Value</th> <th>Period of activity</th> <th>Types of activities undertaken</th> <th>Reference Contact Details (Name, Phone, Email)</th> </tr> </thead> <tbody> <tr> <td>Etc.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Etc.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> Please also provide a description of relevant assignments where your company was involved in providing services to an organization in transition/phasing out with dynamic changing work environment (either private sector/agency/project/ etc).	Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Reference Contact Details (Name, Phone, Email)	Etc.						Etc.					
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Reference Contact Details (Name, Phone, Email)													
Etc.																		
Etc.																		

Section 2: Personnel

Please include CVs for all the required positions that will be provided to support the implementation of this project and identify the four key personnel. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

The quality of the key personnel proposed will be an evaluation factor. The Bidder must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

Please use the format below, with each CV no more than one page in length.

Name:	
Position for this Assignment:	
Nationality:	
Contact information:	
Language Skills:	
Educational and other Qualifications:	
Summary of Experience: Highlight experience in the region and on similar projects.	

Relevant Experience (From most recent):		
Period: From – To	Name of activity/ funding organisation:	Job Title and Activities undertaken:
<i>e.g. June 2004-January 2005</i>	<i>Local Community Assistance Project, EU - Bappenas – UNDP Project</i>	<i>Facilitator: assisting communities to undertake community planning activities, implement community based infrastructure programmes, and Monitoring activities</i>
<i>Etc.</i>		
Referees:	<i>(Name/Title/Organization/Contact Information – Phone; Email)</i>	
Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. _____ Signature		

ATTACHMENT III
PRICE SCHEDULE

**“ Provision of services for Cluster I Environmental Impact Assessment (EIA) – Extension of TA to BRR Phase II C
Support for Implementing EIAs for Nanggroe Aceh Darussalam Province ”**

RFP/UNDP/CPRU/016/2009

1. The Price Schedule must provide a detailed cost breakdown for each item. The components comprising the total price must provide sufficient detail to allow UNDP to determine compliance of Offer with requirements as per Terms of Reference of this RFP. The Bidder shall include a complete breakdown of the cost elements associated with each line item and those costs associated with any proposed subcontract/sub-awards (separate breakdown) for the duration of the contract.
2. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes as detailed in Clause 18 of the UNDP General Conditions for Contract.
3. The format provided shall be used as a model in preparing the Price Schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.
4. In case of discrepancy between unit price and total price, the lower price shall prevail and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected.
5. Price Schedules not submitted in this format may be rejected.

PRICE SCHEDULE: (LUMP SUM)

	Description of Activity/Item	Number	Unit Measurement	Unit Cost (IDR or USD)	Total Cost (IDR or USD)
1.	Remuneration				
1.1	Team leader		Person days/months		
1.2	Team members		Person day/months		
2.	Expenses				
2.1	Local Transportation	1	Lump sum		
2.2	National Transportation and accommodation (please provide detail in separate sheet)	1	Lump sum		
2.3	International transportation (if necessary)		Lump sum		
3	Physical/Chemical Environment and Transportation Studies (Air, Water, Soil and Traffic)				
3.1	Data collection	3	Packages		
3.2	Resource persons fee		Lump sum		
3.3	Laboratory analysis (where necessary) - e.g. Soil analysis for erosion and sedimentation in Kr. Seulimum	1	Packages		
3.4	Etc.	1	Lump sum		
4	Biophysical (Terrestrial and Aquatic Flora and Fauna) Environment Studies				
4.1	Data collection	1	Packages		
4.2	Resource persons fee	1	Lump sum		
4.3	Laboratory analysis (where necessary) – e.g. Bioaquatic analysis (plankton, benthos, neuston)	1	Packages		

	pollution indicators)				
4.4	etc	1	Lump sum		
5	Socio-economic, Cultural and Health Studies				
5.1	Interviews – Key informant and/or Focus Group Discussions		Packages		
5.2	Data collection	1	Packages		
5.3	Resource persons fee	1	Lump sum/ person days		
5.4	Etc.				
6	Document Preparation & presentation				
6.1	Translation		Packages/Lump sum		
6.2	Production & printing		Packages		
6.3	Etc.				
	Overhead (Maximum 10%)				

Note: Costs for hosting the EIA Technical Review and EIA Commission Review Meetings will be covered by BAPEDAL/UNDP.

* UNDP typically restricts overheads to a maximum of 10%. Bidders will be assessed on the competitiveness of their proposed overhead as part of the overall price proposal.

Signature of Price Proposal

The Price Proposal should be authorized and signed as follows:

"Duly authorized to sign the Proposal for and on behalf of

(Name of Organization)

Signature/Stamp of Entity/Date

Name of representative:

Address:

Telephone/Fax:

**ATTACHMENT IV
VENDOR'S REGISTRATION FORM**

“ Provision of services for Cluster I Environmental Impact Assessment (EIA) – Extension of TA to BRR Phase II C Support for Implementing EIAs for Nanggroe Aceh Darussalam Province ”

RFP/UNDP/CPRU/016/2009

VENDOR PROFILE

Date:

VENDOR INFORMATION (Complete this section for Vendor/Supplier information)

Company Name :		Term Payment :		Web Site URL (If applicable)	
Main Street Address			SECOND Street Address (Please provide purpose of second address)		
City	State/Province/Country	Postal Code	City	State/Province/Country	Postal Code
Country			Country		
Contact Person (MAIN ADDRESS)		Phone	Fax	E-mail Address	
Name :		Title :			
Contact Person (SECOND ADDRESS)		Phone	Fax	E-mail Address	
Name :		Title :			

BANKING INFORMATION

Name of Banking Institute		Beneficiary's Name		Branch Name	
Street Address					
City	State/Province/Country	Country	Postal Code		
Payment into a Local Bank (Bank Account located in Indonesia)					
PLEASE COMPLETE THE BANK TRANSWIRE CODE INFORMATION					
SWIFT CODE:		Bank Account Currency ☒ IDR ☐ Other (PLEASE INDICATE)			
Bank Account Number :		Account Type : ☐ Checking ☐ Savings			
Bank Key Number :					
Payment into an International Bank					
PLEASE COMPLETE THE BANK TRANSWIRE CODE INFORMATION					
Bank ID Qualifier :		Bank Account Currency ☐ US\$ ☐ Other (PLEASE INDICATE)			
Bank ID/Fed Wire/ABA No. :		Bank Account Number :			
Local Clearing Code :		Account Type : ☐ Checking ☐ Savings			
SWIFT CODE :					
IBAN (if Available)					
BANK KEY NUMBER :					
ACH Number (American Clearing House)					
INCOMPLETE OR ERRONEOUS INFORMATION WILL PREVENT FINAL CREDIT OF PAYMENTS TO YOUR ACCOUNT					

Authorized Signature
Name and Stamp of Company

Rev Oct 2000