

REQUEST FOR TENDER (RfT)

Procurement of Technical Partner for Bandung Intra Urban Toll Road Project ("BIUTR")

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Approved by: KIAT

13 September 2024

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Acronyms

Adviser	Any entity or person that may provide or provides the Services to the DT Global/KIAT Project under the Contract/Agreement
ARF	Adviser Remuneration Framework
AUD	Australian Dollars
Consortium	An organisation can associate with other organisations for this Tender. If this happens it is called a Consortium. Only the lead organisation in the Consortium will sign a contract with PwC while the other Consortium members will need to sign subcontracts with the lead organisation. The lead organisation must have gained the authority to sign the contract and bind the consortium.
CPR	Commonwealth Procurement Rules
Day	Calendar day
DoS	Description of Services
DFAT	Department of Foreign Affairs and Trade Australia
EC	Evaluation Committee
Gol	Government of Indonesia
GoA	Government of Australia
IDR	Indonesian Rupiah
KIAT	Kemitraan Indonesia Australia untuk Infrastruktur
Organisation	Organisations can be government/non-government, and can include consulting companies, universities, NGOs, training providers, or any relevant legal entity.
Partnership	Indonesian Australia Partnership for Infrastructure (KIAT)
PwC	PT PricewaterhouseCoopers Indonesia Advisory
Pdf	Portable Document Format
PPn	Pajak Pertambahan Nilai
Proposal	The Technical Proposal and the Financial Proposal prepared by the Tenderer. Proposal is also referred to as the tender.
RfT	Request for Tender
VAT	Value-added Tax
WIB	Waktu Indonesia Barat (GMT+7)

Tender Process

Description	Date/Details
Closing Time	23:59 pm WIB (GMT+7) on 09 October 2024
Pre-Tender Briefing	<p>09:00 am WIB (GMT+7) on 19 September 2024</p> <p>Representative from interested organisations will be able to participate via Zoom Application and will be required to register in advance.</p> <p>To register for this event please email to id_ppf_procurement@pwc.com before 23:59 pm WIB (GMT+7) on 18 September 2024</p> <p>There is no limit on the number of participants to join this pre-tender briefing, however, each participant should register separately.</p> <p>Firms not attending the pre-tender briefing will not be disadvantaged. All information disclosed at the pre-tender briefing will be made available for the registered organisations. Meeting minutes will be emailed to the organisation's registered email address within 5 (five) working days of the meeting.</p> <p>Should there be any inconsistency between information provided at the pre-tender briefing and the meeting minutes, the information contained in the meeting minutes is to take precedence.</p>
Enquiry Cut-Off Date	23:59 pm WIB (GMT+7) on 20 September 2024 – this is the last day for Tenderer questions
Last Addendum Date	23:59 pm WIB (GMT+7) on 01 October 2024 – this is the last day for Tenderer questions to be answered
Mode of Submission	<p>Electronically via email before the tender closing time.</p> <p>Two separate electronic submissions are to be emailed for the Technical and Financial Proposals:</p> <ol style="list-style-type: none">1) Submission/Email #1: The Technical Proposal and any associated attachments. Title of the email should follow [Technical Proposal] [Name of Activity] [Organisation Name]2) Submission/Email #2: The Financial Proposal. Title of the email should follow [Financial Proposal] [Name of Activity] [Organisation Name] <p>File size for electronic submissions should not exceed a combined file size of 20 MB per email.</p> <p>Failure to submit the Technical and Financial Proposals in separate emails as indicated above, will constitute grounds for declaring the Tender non-conforming.</p>

Electronic Tender Lodgement Address	Electronically via email to id_ppf_procurement@pwc.com before the tender closing time.
Hardcopy Tender Lodgement Address	N/A – hard copy lodgement is not required.
Tender Validity	90 calendar days
Tender Enquires	PwC Procurement Committee email address: id_ppf_procurement@pwc.com
Number of Copies of Tender and Page Limits	<p>Technical Proposal – 1 original in machine readable document PDF (Portable Document Format).</p> <p>Financial Proposal – 1 original in machine readable document PDF (Portable Document Format). All price tables in a single Excel Workbook with separate worksheets for tables 2-9 where each worksheet is titled accordingly.</p> <p>Technical Proposal comprising:</p> <ol style="list-style-type: none"> 1) Cover Letter of Technical Proposal (Annex 3, Attachment 1) 2) Tender Declaration (Annex 3, Attachment 2) 3) Organisation information including financial statements (Annex 3, Attachment 3) 4) Tenderer's Conformity List (Annex 3, Attachment 4) 5) A Technical Proposal, up to 20 pages (excluding annexes outlined below) on A4 paper that separately addresses the Description of Services and each of the evaluation criteria; Any comments and/or feedback on the Subcontract Template as attached as Annex 2; if any, must be provided by the tenderer as annex to the technical proposal); and 6) Annexes of Technical Proposal <ol style="list-style-type: none"> a. Specified Personnel Table (Annex 3, Attachment 5) b. Specified Personnel CVs of up to <u>four</u> pages each (Annex 3, Attachment 6) c. Organisation relevant past experience (Annex 3, Attachment 7) d. Work Plan (Annex 3, Attachment 8) <ol style="list-style-type: none"> a. Team Member Inputs (Annex 3, Attachment 9) b. Mobilisation Plan (Annex 3, Attachment 10) <p>Financial Proposal comprising:</p> <ol style="list-style-type: none"> 1) Cover Letter of Financial Proposal (Annex 3, Attachment 11) 2) Price Tables 2-9 below, section 4.3

Currency	Financial proposals must be expressed in Indonesian Rupiah (IDR)
Font type/size and margins	Calibri, regular, size 11, margins of 1.15"
Value of Activity	Budget for this activity is up to IDR10,200,000,000.00 including VAT
Documents Attached to RfT for Information	Annex 1 – Description of Services Annex 2 – Subcontract Template Annex 3 – Forms and Templates
Minimum Content and Format Requirements	<p>The mandatory minimum form and content requirements are:</p> <ol style="list-style-type: none"> 1) Tender must be written in English and all measurements must be expressed in Australian legal units of measurement. 2) Tenders must contain substantially completed technical and financial proposals as outlined in sections 3.1 and 4.1 of this RfT.

1 Introduction

1.1 Background and Context

Kemitraan Indonesia Australia untuk Infrastruktur ("KIAT") is a partnership between the Government of Australia and Government of Indonesia to support sustainable and inclusive economic growth through improved access to infrastructure for all people in Indonesia. KIAT works with government partners, multilateral development banks ("MDBs") and civil society providing technical assistance to improve infrastructure policy, planning and delivery. KIAT also works with sub-national governments to improve the quality of infrastructure spending and planning.

Through its work with central and sub-national governments, KIAT is working towards 5 End-of-Facility Outcomes ("EOFOs"):

1. Improved policies and regulations for infrastructure development
2. High quality projects prepared for financing by GOI, MDBs or the private sector
3. High quality infrastructure delivery, management, and maintenance by GOI
4. Infrastructure policies, design and delivery are more inclusive for women and people with disabilities
5. Improved policy, planning and design results in lower-emission, more climate-resilient infrastructure

The focus of KIAT is on the following areas: Water and Sanitation; Transport; Gender Equality, Disability and Social Inclusion ("GEDSI"); Climate Change; and Infrastructure Funding and Financing ("IFF").

PT PricewaterhouseCoopers Indonesia Advisory ("PwC") has been appointed by Kemitraan Indonesia Australia untuk Infrastruktur ("KIAT") as the Consultancy Firm, which will be the lead subconsultant to help KIAT deliver the Public-Private Partnership ("PPP") Project Preparation Facility ("PPF") activity. Through the PPF activity, KIAT intends to assist the Government of Indonesia ("GoI") in bringing select PPP projects to market which are assessed to be suitable for PPP procurement based on PPP suitability screening by KIAT. The projects will be prepared based on international PPP project preparation best practices and aligned with the PPP project preparation requirements in the applicable PPP legal and regulatory framework in Indonesia.

The Bandung Intra Urban Toll-Road ("BIUTR") project has been selected by KIAT to be supported by the PPF activity. For the BIUTR project, through this Request for Tender ("RfT"), PwC intends to select a reputed technical partner ("Technical Consultancy Firm") through an open, transparent, and competitive bidding process following the Commonwealth Procurement Rules ("CPRs") and such other rules and guidelines applicable to KIAT, as well as PwC Indonesia's risk management processes. The Technical Consultancy Firm will perform the technical, environmental and social, and other related analyses such as climate change management, climate resilience, and others for this project. Further details on the BIUTR project and the activity description is provided in the Description of Services ("DoS") in Annex 1.

PwC, along with the Technical Consultancy Firm selected for this activity, is required to promote the inclusion of GEDSI principles in both the delivery of the activity and the development of the project preparation, readiness, and transaction documents to improve awareness, representation, and understanding of GEDSI issues within the relevant Government Contracting Agency ("GCA"). Concurrently, KIAT intends to introduce concepts adhering to inclusive, smart, green, and resilient infrastructure design practices which will support a wider range of potential project finance. KIAT anticipates that the relevant GCA will be able to model these environmental, social, and governance ("ESG")-based principles in future PPP projects to achieve better commercial and sustainability outcomes.

2 Tender Evaluation Overview

PwC will assess Tenders in accordance with the process outlined below.

2.1 Procurement Approach

PwC is conducting an open tender for implementation of the services outlined. The successful tenderer will be engaged through a contract as specified in **Annex 2**.

PwC does not intend to make significant changes to the contract terms and conditions as outlined in **Annex 2**. Tenderers requesting changes to any contract terms and conditions must outline these changes in their Technical Proposal (note: requested contract terms and conditions changes outlined will be considered separate to the 20-pages limit for the Technical Proposal). Contract changes introduced for the first time at contract negotiation may form the basis to constitute grounds for declaring the Tender non-conforming.

In seeking international and/or domestic firms to undertake the specified activities on its behalf, PwC will comply with the Government of Australia ("GOA") Commonwealth Procurement Rules.

2.2 Conformity and Compliance Screening

PwC will undertake conformity and compliance screening of Tenders received to ensure submissions that:

- 1) Comply with the mandatory minimum form and content requirements
- 2) Comply with mandatory conditions for participation

PwC will refer Tenders that comply with point above to the Evaluation Committee ("EC") for technical assessment.

2.3 Assessment of Tenders - General

Tenders will be assessed on the following basis:

- 1) Technical Proposal will receive 80% weighting in the total assessment. The Financial Proposal will receive 20% weighting in the total assessment.
- 2) The score for the overall assessment will be obtained by adding the weighted technical score to weighted financial score to achieve the total assessment score.
- 3) The total assessment score will be used solely to rank tenders.

2.4 Technical Assessment

- 1) PwC will convene an EC that comprises of assigned PwC staff and KIAT representatives.
- 2) The EC will conduct an assessment of each Tenderer's Technical Proposal against the selection criteria identified.
- 3) In conducting its assessment, the EC may take into account referee reports, performance information and any other relevant information.
- 4) At the conclusion of the EC's technical assessment of Tenders, the EC will make a recommendation to KIAT on the technical suitability of Tenderers.
- 5) The EC's assessment of the Technical Proposal will account for 80% of the overall score using the following formula:

$$\text{Weighted Technical Score} = \frac{\text{Tenderer's Technical Score (out of 100)}}{\text{Highest Technical Score (out of 100)}} \times 80\%$$

2.5 Financial Assessment

- 1) The EC will undertake a financial assessment of each Tenderer's Financial Proposal that meets the minimum technical score of 70 in accordance with the commitments contained in the Technical Proposal. This may include identifying any risks associated with the tendered pricing.
- 2) The financial assessment will account for 20% of the overall score using the following formula:

$$\text{Weighted Financial Score} = \frac{\text{Tender Price of Lowest Priced Technically Suitable Tender}}{\text{Tenderer's Tender Price}} \times 20\%$$

2.6 Tender Evaluation

- 1) Combined weighted technical score and weighted financial score will be used to rank the tenderers and identify a preferred tenderer.
- 2) At any stage PwC may seek clarification of any technical, pricing or other matters, and may seek a Best and Final Offer in respect of the offer provided by each shortlisted Tenderer.

3 Technical Proposal: Requirements and Evaluation Criteria

The requirements for assessment of the Technical Proposal are outlined below. Please note technical proposals are required to cover the full period as per the Description of Services.

3.1 Tender Proposal Requirements Overview

A complete technical submission must include the following:

- 1) Covering Letter of Technical Proposal (**Annex 3, Attachment 1**)
- 2) Tender Declaration (**Annex 3, Attachment 2**)
- 3) Organisational information/Consortium information including financial statements (**Annex 3, Attachment 3**)
- 4) Tenderer's Conformity Checklist (**Annex 3, Attachment 4**)
- 5) A Technical Proposal, up to **20 pages** on A4 paper, that covers each of the technical submission evaluation criteria outlined; and
- 6) Annexes of Technical Proposal
 - a. Specified Personnel Table (**Annex 3, Attachment 5**)
 - b. Specified Personnel CVs of up to **four** pages each (**Annex 3, Attachment 6**)
 - c. Organisation's relevant past experience (**Annex 3, Attachment 7**)
 - d. Work Plan (**Annex 3, Attachment 8**)
 - a. Team Member Inputs (**Annex 3, Attachment 9**)
 - b. Mobilisation Plan (**Annex 3, Attachment 10**)
 - c. Proposed changes to draft contract terms and conditions (**refer to Sub-section 1.2 of the RfT**).

3.2 Technical Submission Evaluation Criteria

The Technical Proposal should address the following criteria.

1) Experience: Specific experience of the tenderer relevant to the assignment

Past sector experience of the tenderer will be assessed in relation to past management of similar projects. Recent experience is more valuable than historic experience. The company's previous experience in technical areas comparable to the tendered project, the scale of past projects, and the role undertaken within those projects will be considered.

Information required should include a list of relevant projects undertaken and for each project provide: description and relevance to the tendered project; role of the tenderer; project cost; and duration of project. Past performance of the tenderer (past experience forms) in completing past projects to the quality standards required, meeting time, and budget targets.

Similarly, the satisfaction of previous clients regarding the management of the project and project outcome will be considered to assess performance of the tenderer.

The information to be considered include the project details; client's project manager (name and contact details); quality standards, target performance levels; tender price, final cost; completion date and extensions of time granted; project management capability and workplace health and safety records.

2) Approach & Methodology: Adequacy of the proposed methodology and work plan based on understanding of the DoS

The Tenderer should be able to demonstrate capability to bring the activity to a satisfactory conclusion by describing the approach to accomplish the activity's required outcomes by managing key risks, as well as the methodology and work plan to accomplish the assignment's required outcomes. Consideration of the work plan (including the program and division of works, key performance indicators, procedures to be used, reporting and recording systems, quality plan, etc.), logistics, professional and supporting staff inputs, timing and resource optimisation, as well as a comprehensive resourcing plan linking inputs, efforts, and deliverables, will be required.

3) Personnel, Key professional staff and competence for the assignment (proposed team and structure)

The competence, skills and track record of the proposed team leader and management experience in technical areas relevant to this activity will be considered. The competence, skills and experience of key professional and technical personnel that the Tenderer proposes to employ on the activity will be assessed with emphasis on function, technical expertise and experience in technical areas relevant to this activity. Staff planning and schedule will also be taken into consideration.

Tenderers should refer to the Resource, Personnel, and Organisational arrangement chapter in the DoS for developing the proposed team and structure.

3.3 Technical Assessment

Technical Proposals will be assessed as follows:

Assessment Criteria		Max Score	Max Sub Total
1. Experience: Specific experience of the tenderer relevant to the assignment			
A	<p>The Tenderer’s past sector experience relevant to the DoS and requirements of this assignment.</p> <p>Demonstrated experience in the technical assistance and project preparation support of PPPs and other alternative financing mechanisms is required.</p> <p>Experience in working directly with GoI stakeholders and the Ministry of Public Works and Housing is an advantage.</p> <p>The Tenderer’s ability to demonstrate their commitment to integrate gender equality, disability and social inclusion through company policies and/or project implementation is an advantage.</p>	15	30
B	<p>The Tender’s ability to provide a technical team with adequate capacity to handle all tasks listed in the DoS, including demonstrated experiences in preparation of technical assessment in the Pre-FS for toll-road sector, preparation of environmental and social assessment, preparation of readiness criteria document, PPP transaction documents, capacity building, and public consultation.</p>	15	
2. Approach & Methodology: Adequacy of the proposed methodology and work plan based on understanding of the DoS			
A	<p>The Tenderer’s demonstrated understanding of the objectives, and recognition of the critical challenges associated with implementation, as demonstrated by the Tenderer’s critique of the DoS (appreciation of the task).</p>	10	30

Assessment Criteria		Max Score	Max Sub Total
B	<p>The Tenderer’s practical and strategic approach to fulfilling the objectives of the activity within the specified timeframe and budget, along with the resources they will make available for activity implementation.</p> <p>The procedure or innovative approach the Tenderer proposes to achieve the specified outcomes and results, manage key risks (risk matrix), or the special processes detailed in the tender documents.</p> <p>Specific consideration should be given to the following:</p> <ul style="list-style-type: none">• Approach to integrate gender equality, disability, and social inclusion into the activity.• Approach to incorporating a suitable Monitoring and Evaluation framework for the activity.• Management systems that will deliver the program in accordance with environmental and social safeguards protection.• Consideration of the work plan, logistics, professional and supporting staff inputs and timing and resource optimisation as well as a considered resourcing plan linking inputs, efforts and deliverables will be required.• Approach to establishing and delivering a capacity building and knowledge transfer plan	10	
C	<p>A sustainable, innovative, and realistic work plan which demonstrates the tenderer’s understanding of the expected outputs.</p>	10	
3. Personnel: <u>Key staff</u> and competence for the assignment (proposed team and structure)			
A	<p>Team Leader</p> <p>Professional with at least 15 years relevant experience in planning, preparation, procurement, and/or management of infrastructure PPP projects in developing countries. Detailed requirements are elaborated in Annex 1 DoS.</p>	5	40
B	<p>Other Key Professional Experts and Consultants²</p> <p>Appropriate qualifications/experience in technical content as detailed in Annex 1 DoS:</p> <ul style="list-style-type: none">i. Key Experts as specified in the DoS (24 points)*:<ul style="list-style-type: none">1. Project Management Office (“PMO”) Specialist2. Highway Engineer3. Civil/Structural Engineering Specialist4. Traffic Modeler5. Hydrologist and Drainage Engineer Specialists6. Environmental Specialist and Social Specialist7. Land Acquisition/ Resettlement Specialist8. Climate Specialistsii. Other Professional Experts as specified in the DoS (6 points):<ul style="list-style-type: none">1. Geotechnical Engineering Specialists2. Utility and Services Engineering Specialists3. Spatial Planning/ Urban Planning Specialists	30	

Assessment Criteria		Max Score	Max Sub Total
	4. Quantity Surveyors 5. Hydrologist and Drainage Engineer Specialists 6. GEDSI Specialist <i>*key experts can be employed by proposed subcontractors</i>		
C	Team Coordination, Balance, and Client Interface i. The Tenderer's proposed team composition demonstrates a balanced mix of skills and experience as indicated in the Description of Services with adequate gender and diversity balance. ii. The Tenderer demonstrates a clear management structure and approach for and within the activity team to ensure effective coordination and communication for day-to-day activities, GoI and KIAT engagement to ensure effective activity implementation, with defined roles and responsibilities. iii. The Tenderer displays commitment to the Project as described in Attachment 5 and 9 of Annex 3 .	5	
Total Technical Points		100	100
<p>Note:</p> <p>Tenderers are to provide a team of specialists with the range of skills and experience that have been indicated in the description of services. Tenderers may propose candidates that can cover more than one of the skills as elaborated in Annex 1 DoS, in which case the skills assigned to a team member should be clearly indicated in the proposal in order to facilitate evaluation.</p>			

4 Financial Proposal: Requirements & Evaluation Criteria

The requirements for and assessment of the Financial Proposal are outlined below.

4.1 General Requirements for Pricing

A complete financial submission must include the following:

- 1) Covering Letter of Financial Proposal (**Annex 3, Attachment 11**)
- 2) Price Tables 2-9 below, **section 4.3**

4.2 Price Table Requirements for Financial Proposal

1) Price Basis

The Financial Proposal is to be a fixed price including all costs and any escalation costs for the duration of the contracted activity.

2) Currency

The Financial Proposal is to be expressed in Indonesian Rupiah (IDR).

3) Non-conforming Financial Proposal

The Financial Proposal will be deemed nonconforming if:

- a. the price is not firm and fixed, or
- b. price escalation/inflation adjustment is sought at or after contract negotiations including inflators; or
- c. additional fees are subsequently sought at negotiation.

4) VAT

- a. The Financial Proposal is to be inclusive of all VAT for the procurement of goods and services by the Tenderer. The VAT applied to invoiced costs between PwC and the Tenderer should be included in **Table 6: Tender Price**.

5) Proposal Information.

- a. The Financial Proposal must contain the information required and, in the format, detailed in this document.
- b. The Billing Rate includes: Net fee paid to any Adviser for their work based in Indonesia, plus health/personal accident insurance, religious bonus (if applicable), income tax, and BPJS Ketenagakerjaan/ Superannuation contribution for international consultants if applicable.

The Billing Rate does not include mobilisation, demobilisation, local transport, airfares, visa costs (if applicable), excess baggage (if applicable), accommodation, purchase of approved assets, personal costs (telephone, laundry etc.). These costs will be part of the Adviser Support Costs or Operational Costs components of the Financial Proposal.

Billing Rate should be the actual fee paid to consultant and should not include the Tenderer's profit margin, corporate overheads or other mark ups, which should be included under Management Fee.

- c. For the firms proposed Advisers: The remuneration set for all Advisers should follow and not exceed the DFAT Adviser Remuneration Framework (ARF) which can be found on the DFAT website - <https://www.dfat.gov.au/about-us/publications/adviser-remuneration-framework>

6) Compliance with Adviser Remuneration Framework

- a. Tenderers must ensure that all Advisers are assigned a Job Level and Professional Discipline Category in accordance with the ARF. These ARF defines DFAT's policies and procedures for determining the remuneration of commercially contracted Advisers and outlines requirements for implementing and monitoring these policies.
- b. The ARF rates as detailed in the subcontract template will apply for the term of the Contract.
- c. The long-term rates specified in the Adviser Remuneration Framework are inclusive of annual leave allowances of up to twenty (20) days per annum and personal leave allowances of up to ten (10) days per annum, to accrue on a pro rata basis per twelve (12) months' continuous engagement on the Activity.
- d. If leave entitlements exceed the allowances listed above, the Tenderer must provide a justification and description of how the Tenderer will ensure, during personnel absences, the continued high quality of Services. The cost of any additional leave will be accounted for by a pro rata reduction in the relevant ARF. Tenderers should note that leave entitlements and the management strategy may be assessed by the EC or PwC as part of the technical evaluation.

7) Management Fees

- a. Tenderers must provide details of all Management Fees related to provision of the Services by completing **Table 2** (Management Fees) below.
- b. Even in instances where a nil cost is nominated in certain management fee line items (e.g. insurance, sub-contracting, escalators etc.), the tenderers remain accountable as per the terms and conditions of the subcontract.
- c. The Management Fee component of the Proposal will cover the profit and fee for the organisation and its subcontractors, including any administrative or other overheads for the company to manage the consultants, recruitment, contracting, administration, project management cost, project finance costs, management costs, marketing, quality assurance of consultancy activities, travel costs of non-nominated personnel, any other overheads required to perform the services, any escalators and any allowance for risks and contingencies.
- d. Tenderers are requested to outline a proposed management fee payment deduction schedule for the late submission and/or non-achievement of report deliverables and performance milestones. Agreed at contract negotiations, this management fee payment deduction can be applied at the discretion of KIAT.

8) Adviser Costs

Tenderers must provide details of all Adviser Costs related to provision of the Services and in accordance with the ARF by completing **Table 3** (Adviser Costs) below.

9) Supporting Cost for Advisers

Tenderers must provide details of all Supporting Cost for Advisers related to the provisions of the Services by completing **Table 4** (Supporting Cost for Advisers) below.

10) Operational Costs

Tenderers must provide details of all Operational Costs related to the provisions of the Services by completing **Table 5** (Operational Costs) below.

11) Tender Price

Tenderers must provide a total Tender price comprising the sum of Tables (2 – 5) by completing **Table 6** (Tender Price) below.

12) Payment Terms

The Tenderer will be engaged on a lump sum basis. The payment will be made based on the deliverable milestones as specified in **Table 1**:

Table 1 Payment Milestones (IDR)*

No.	Deliverable	Payment Percentage
Preparation of Technical Assessment in the Pre-FS and Preparation of Environmental and Social Assessment (corresponding to Tasks A and B in Annex 1 DoS)		
1.	Preparation of Technical Assessment including: 1. Topological Survey 2. Geological Survey and Geotechnical Soil Investigation 3. Hydrological Survey 4. Structural Survey 5. Utility Survey	10% from the total contract including VAT
2	Draft Pre-FS Report, in which relevant scope of work for Technical Consultancy Firm are as follows: 1.1 Geometric Assessment 1.2 Preparation of RoW Plan Drawings 1.3 Technical Risk Assessment 1.4 Alignment Study 1.5 Climate and Disaster Risk Assessment 1.6 Climate Resilience and Adaptation Assessment 1.7 Preliminary Basic Design 1.8 Capex and O&M Costs Estimation 1.9 Project Cost Estimation (including Preparation of BoQ and/or RAB) 1.10 Value Engineering 1.11 Performance Standards and Specification 1.12 Other Technical Requirements 1.13 Scheduling and Planning 1.14 Maintenance Plan 1.15 Coordination with Other Technical Consultant 1.16 Population Mapping 1.17 GEDSI Analysis 1.18 GHG Emissions Reduction Assessment Environmental and Social ("E&S") Benefits Assessment	20% from the total contract including VAT
3	Final Pre-FS Report	30% from the total contract including VAT
Preparation of Readiness Criteria Document (corresponding to Task C in Annex 1 DoS)		
1	Gender Equality, Disability, and Social Inclusion ("GEDSI") Action Plan	25% from the total contract including VAT
2	Environmental and Social Impact Assessment ("ESIA") Report	
3	Land Acquisition and Resettlement Plan ("LARP") Report	
4	<i>Dokumen Perencanaan Pengadaan Tanah</i> or Land Acquisition Planning Document ("DPPT") Report	
5	Infrastructure Climate Resilience and Adaptation Report	

No.	Deliverable	Payment Percentage
6	Environmental Social and Governance ("ESG") Report	
7	Other Pre-FS documents (if any)	
Support for PPP Transaction Preparation Deliverables (corresponding to Task D in Annex 1 DoS)		
1	Pre-Qualification document	10% from the total contract including VAT
2	Request for Proposal document	
3	Procurement Plan for Implementing Business Entity	
4	Procurement Manual	
5	Market Sounding Report	
6	Basic Design Report	
Capacity Building and Public Consultation (corresponding to Task E in Annex 1 DoS)		
1	Capacity Building Report	5% from the total contract including VAT
2	Knowledge Transfer Plan	
3	Public Consultation Report	

(*) The lumpsum payment percentage is provided per Task, which will be subject to further discussion and negotiation from the Technical Consultancy Firm.

4.3 Price Tables (in IDR)

Table 2 Management Fees

Item	
1. Profits, including commercial margins and mark-up for personnel and project management; 2. Financial management costs, including the cost of an independent annual audit of the Project and financing costs, if any; 3. Costs of Tenderer administrative and head office staff, including the cost of a Tenderer Representative, if any; 4. Insurance costs as required by this Contract, but exclusive of the costs of medical insurance for Advisers; 5. Taxation, as applicable; 6. Costs of complying with the Tenderer's reporting and liaison obligations under this Contract; 7. Costs associated with all personnel briefings outside and/or in Indonesia; 8. Costs associated with any sub-contracting and procurement of goods and services; 9. Costs, including domestic and international travel, accommodation, per diems, for local transport costs where required for all Tenderer Head Office personnel; 10. Any other overheads required to perform the Services in accordance with this Contract; 11. Recruitment costs; 12. All escalators for the Term of the Contract; 13. Quality assurance of consultancy activities; 14. Any allowance for risks and contingencies; 15. Costs associated with any Performance Guarantee; 16. All other costs not specifically identified (tenderer to specify)	
Total Amount (IDR)	

Table 3 Adviser Costs*

Position	Name	ARF Discipline and Job Level (if applicable)	Maximum Number of Inputs	Unit (Months or Days)**	Rate (IDR)	Maximum Amount Payable (IDR)
Total Adviser Costs:						

(*) Tenderer to insert additional positions / rows as required.

(**) Unit of input to be specified by the Tenderer.

Table 4 Supporting Cost for Advisers

Note: Leave this section blank if there is/are no international Advisers proposed

No.	Item *	No.	Unit cost	Total Amount (IDR)
1	Housing Costs			
2	Mobilisation Costs			
3	Demobilisation Costs			
4	Airfares			
5	Hotel Accommodation			
6	Per Diem			
7	International Communication Costs			
8	Compulsory Arrival and Departure Taxes, Travel to/from Airport (e.g. taxis)			
9	Transport Costs			
10	Medical Insurance			
11	Personnel Security			
Total Supporting Cost for Advisers:				

(*) Delete items that are not applicable or add other items, as necessary. It is the Tenderer's responsibility to ensure that all costs are included.

Table 5 Operational Costs*

No	Items Covered	Unit	Unit cost	Quantity	Total Amount (Unit cost x Quantity)
1	Office Rental and Utilities				
2	Office Maintenance Costs				
3	Vehicle Costs				
4	IT and Equipment Costs (including software)				
5	Office Supplies				
6	Office Furniture				
7	Work related travel costs (all inclusive)				
8	Training, workshops, and meeting costs				
9	Communication costs				
10	Site assessment: a. Topographical Survey b. Geological Survey and Geotechnical Soil Investigation c. Hydrological Survey d. Structural Survey e. Utility Survey Any other associated costs related to studies and/or mapping such as data collection, etc. as stipulated in Annex 1 DoS. (The cost of items covered in no. 10 is for tender purposes only)	LS	3,615,000,000	1	3,615,000,000
11	Supporting staff (e.g. office manager, administrative staff, etc.), as required				
Total Operational Costs:					

(*) Delete items that are not applicable or add other items as necessary. It is the Tenderer's responsibility to ensure that all costs are included.

Table 6 Tender Price (IDR)

Total Management Fees	[insert total from Table 2]
Total Adviser Costs	[insert total from Table 3]
Total Supporting Costs for Advisers	[insert total from Table 4]
Total Operational Costs	[insert total from Table 5]
Tender Price	[insert total from Tables 2-5]
Tender Price VAT if applicable	
Total Tender Price if applicable (<i>Tender Price</i> + <i>VAT</i>)	(<i>Tender Price</i> + <i>VAT</i>)

NOTE:

- a. Contracts between PwC and the successful Tenderer will be in Indonesia Rupiah (IDR), and invoices and payment will be in IDR; VAT is applicable subject to the presence of a valid *Faktur Pajak* (Tax Receipt).
- b. This will be a lump sum contract; payment will be made based on the milestones on **Table 1**. No supporting payment documents is required for invoices to be paid.

5 Conditions of Tender

5.1 Tender Closing Time

- 1) Tender responses must be lodged before the Closing Time.
- 2) PwC may extend the Closing Time at its sole discretion and will issue an Addendum by notifying the Tenderers through email of any decision to extend.

5.2 Threshold Conditions

- 1) Tenderers must comply with the following threshold Tender conditions:
 - a. the minimum content and format requirements set out in Clause 5.3 (Mandatory Minimum Form and Content Requirements) below; and
 - b. the conditions of participation set out in Clause 5.4 (Mandatory Conditions for Participation) below.
- 2) Tenderers should note that agreeing to contract as a single legal entity is a Condition for Participation in this RfT process.
- 3) If a Tenderer is an unincorporated association and is selected as the Preferred Tenderer, the Tenderer must incorporate prior to entry into contract.

5.3 Mandatory Minimum Form and Content Requirements

The mandatory minimum form and content requirements are:

- 1) Tender documents must be written in English and all measurements must be expressed in Australian legal units of measurement.
- 2) Tenderers must have completed the Technical and Financial Proposal as outlined in the Tender Particulars of the RfT.

5.4 Mandatory Conditions for Participation

The mandatory conditions for Tenderer participation in this RfT are:

- 1) The Tenderer is not an audit client of PwC Indonesia and its global network.
- 2) Tenderers must acknowledge and agree to contract as a single legal entity
- 3) the Tenderer (and any of its proposed subcontractors) must not be subject to an adverse Court or Tribunal Decision or Order (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers' compensation law, or if the Tenderer is so subject, that the Tenderer has fully complied, or is fully complying with the Court or Tribunal decision or Order.
- 4) The Tenderer (and any of its proposed subcontractors) must not be listed on the World Bank Sanctioned List (on debarred firms and individuals), other relevant sanctioned lists, or be the subject of an informal investigation or temporary suspension which could lead to the Tenderer becoming so listed. A Tenderer must immediately notify PwC if it becomes listed, investigated or suspended by the World Bank or any development donor prior to the award of contract.

5.5 Consortia or Joint Venture Tenderers

- 1) PwC may, subject to this RfT, consider a Tender from a consortia or joint venture in the form of a joint Tender.
- 2) Any joint Tender must set out details of all consortia or joint venture members, including the role that each member would play in the delivery of the Requirements, and must nominate a single legal entity which would, if successful, enter into a Contract with PwC.

- 3) PwC may require parent company guarantees from the parent companies of parties to a consortia or joint venture.

5.6 Associate Tenderer

- 1) PwC will, subject to this RfT, consider a Tender from two or more parties who have not formed a single legal entity in the form of an Associate Tender on the basis that one party, the Tenderer, acts as the prime contractor and the other party becomes a sub-contractor known as an "Associate".
- 2) An Associate Tender must set out details of all Associates, including the role that each member would play in the delivery of the Services and provide an assurance to PwC from an authorised representative of the Associate of the Associate's corporate commitment to and involvement in the provision of the Goods and/or Services in the form of a one-page Letter of Association.
- 3) The Tenderer Associate(s) who are approved by PwC would need to undertake identified parts of the Requirements, which will be specified in any resultant contract with the Tenderer.

5.7 Subcontractors

- 1) If any aspect of the Services will be provided by a subcontractor to the Tenderer, the Tender should set out the details of all proposed subcontractors and their proposed responsibilities in the Technical Proposal.
- 2) In accordance with the terms of the Draft Contract, PwC will hold the Preferred Tenderer responsible for the actions of any subcontractors, and the Tenderer will be required to include all relevant provisions of the Contract in any subcontract arrangements.

5.8 Tender Prices

- 1) Tender prices should be inclusive of all costs of complying with this RfT and all costs associated with doing all things necessary for the due and proper completion of the proposed contract and:
 - a. Be inclusive of all Indonesian or other country taxes, duties and charges for the procurement of goods and services by the tenderer. VAT applied to invoiced costs between PwC and the tenderer should only be included in **Table 6**;
 - b. be inclusive of all necessary insurances;
 - c. be inclusive of any escalation, any allowance for foreign exchange rate variations or other price risks and disclosed as a single escalator factor;
 - d. remain unalterable for the period of Tender validity;
 - e. not vary according to the mode of payment;
 - f. take into account the liability, indemnity and other relevant provisions regarding risk in the Draft Contract;
 - g. Any associated costs related to these assessments, studies, and/or mapping such as data collection, etc. as stipulated in Annex 1 DoS;
 - h. include detailed information on assumptions used in preparing the pricing; and
 - i. be expressed in Indonesian Rupiah ("IDR").
- 2) Tenderers must provide their proposed mechanism for price increases (i.e. escalation) during the term of the Contract and for any option period (if any).
- 3) Tenderers must seek their own independent tax advice in relation to this RfT and the draft subcontract.
- 4) PwC is not bound to accept the lowest price (or any) Tender.

5.9 Non-conformity - Unintentional Errors of Form

If PwC considers that a Tenderer has made an unintentional error of form in its Tender, PwC may, at its sole discretion, permit the Tenderer to correct that error within a specified timeframe, by written request by PwC, but will not permit the Tenderer to submit new or different information that would materially alter the original Tender.

5.10 Non –Conformity - Additional Material

- 1) Tenderers should not provide an Executive Summary or other additional material such as supporting brochures, photographs or promotional material as part of the Tender, unless this has been specifically requested. PwC will sever any material provided by Tenderers which has not been requested in the RfT from the Tender material and such material will not form part of the Tender evaluation.
- 2) Tender conformity requirements are necessarily strict in order to provide Tenderers with an equal opportunity to tender and to allow PwC to assess Tender documents on an equitable basis.
- 3) Tenderers are advised of the following conformity issues and usual treatment of those issues by the tender secretariat:

Conformity Issue	Treatment by PwC Procurement Committee
Inclusion of PwC/DT Global/KIAT/DFAT's logo from the covering letter in the tender	Covering letter removed from tender prior to providing tender to the EC
Statement addressing the assessment criteria exceeds stipulated page limit	Pages exceeding the page limit removed from tender prior to providing tender to the EC
CV exceeds stipulated page limits	Entire CV removed from tender prior to providing tender to the EC
CV lacks personal contact details	Entire CV removed from tender prior to providing tender to the EC
CV lacks referee information	Entire CV removed from tender prior to providing tender to the EC
CV includes referee who is employed by a related entity	Entire CV removed from tender prior to providing tender to the EC
CV not certified	Entire CV removed from tender prior to providing tender to the EC
Financial Proposal contains caveats or un-costed elements	Tender deemed non-conforming and not considered further

5.11 Ambiguities, Discrepancies, Inconsistencies, Errors or Omissions

PwC will not accept responsibility for any misunderstanding arising from the failure by a Tenderer to comply with the requirements set out in this RfT, or arising from any ambiguity, discrepancy, inconsistency, error or omission contained in a Tender.

5.12 Method of Lodgement

Tender documents will be lodged electronically via email to id_ppf_procurement@pwc.com before the tender closing time

5.13 Amendment of RfT

- 1) PwC may amend the RfT at any time by issuing an Addendum and notifying Tenderers directly. All conditions of this RfT will apply to any Addenda issued by PwC unless amended in the addenda.
- 2) PwC may extend the Closing Time in its sole discretion and will issue an Addendum and notify Tenderers of any decision to extend electronically via email.
- 3) PwC will accept no responsibility if a Tenderer fails to become aware of any Addendum distributed electronically via email from id_ppf_procurement@pwc.com.
- 4) Upon issue, each Addendum forms part of this RfT.
- 5) PwC will not respond to any request for clarification from a Tenderer received after the Enquiry Cut-Off date specified in the Tender Particulars of the RfT.
- 6) Tenderers should acknowledge receipt of all Addenda to this RfT in the Tenderer Declaration.
- 7) Tenderers must submit their Tender documents in accordance with this RfT as amended by any Addenda issued by PwC.

5.14 Tenderer Enquiries

- 1) All enquiries relating to this RfT must be directed to PwC at id_ppf_procurement@pwc.com
- 2) PwC will respond to all Tenderer enquiries directed to PwC in writing before the Enquiry Cut-Off Date on or before the Last Addendum Date specified in the Tender Particulars of this RfT.
- 3) If PwC considers that a Tenderer's enquiry may be relevant to other Tenderers, it will without disclosing the source of the query, publish its response to all Tenderers on a non-attributable basis in the form of an Addendum by notice directly to Tenderers via email.
- 4) PwC will accept no responsibility if a Tenderer fails to become aware of any Addendum notice.

5.15 Alterations and Amendments to Tender Documents

Alterations and amendments to a tender must be made before the closing time and be clearly legible and initialled by the Tenderer. Tender documents containing un-initialled alterations and amendments and Tender documents in which information is not legible may be excluded from consideration at the discretion of PwC.

5.16 Late Lodgment policy

- 1) Any tender lodged electronically after the Closing Time is a late Tender and will not be considered by PwC.
- 2) If a Tender is deemed late, PwC may request the Tenderer to provide explanatory evidence.

5.17 Electronic Lodgment Process

- 1) Ensure that the Tender complies with all file type, format, naming conventions, size limitations or other requirements.
- 2) PwC takes no responsibility for problems with electronic lodgment arising from Tenderers' infrastructure and/or internet connectivity.
- 3) Any attempt to lodge a Tender after the Closing Time will not be accepted.
- 4) Electronic Tender documents not lodged in accordance with the submission requirements will be excluded from evaluation.

5.18 Electronic Tender File Formats, Naming Conventions and Sizes

- 1) Tenderers must lodge their Tender in accordance with the requirements set out in this clause for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the Tender not uploading successfully and/or may eliminate the Tender from evaluation.
- 2) Tender documents must be lodged as outlined in the Tender Particulars section of this RfT.
- 3) The Tender file name/s:
 - a. should incorporate the Tenderer's company name;
 - b. should reflect the various parts of the tender they represent, where the Tender comprises multiple files;
 - c. must not contain \ / : * ? " < > | characters. Check your files and re-name them if necessary; and
 - d. must not exceed 100 characters including the file extension.
- 4) Tender files:
 - a. should not exceed a combined file size of 20 MB per email submission;
 - b. should be zipped (compressed).
- 5) If a Tender consists of multiple uploads, due to the number of files or file size, Tenderers should ensure that transmission of all files is completed before the Closing Time.
- 6) Tender documents must be completely self-contained. No hyperlinked or other material may be incorporated into the Tender documentation by reference.

5.19 Evaluation of Tender Documents

- 1) Tender documents will be evaluated in accordance with the process set out in this RfT.
- 2) EC members will treat the Tender evaluation proceedings and meetings as 'commercial in confidence' and will not discuss the technical assessment of any Tender with any person. Tenderers must not contact any members of the EC outside of EC meetings. Any such contact will be considered a breach of confidentiality and may result in exclusion of the Tender from further consideration.

5.20 Security, Probity and Financial Checks

- 1) As part of tender negotiations and prior to contract signing, PwC will carry out a risk management process in line with PwC's risk management policy.
- 2) PwC and/or a consultancy firm engaged by PwC may perform such security, probity and financial investigations and procedures as it may in its sole discretion determine are necessary in relation to Tenderers, their employees, officers, partners, associates, subcontractors or related entities and their officers, employees and subcontractors.
- 3) Tenderers will be expected to provide reasonable assistance at their own cost to PwC regarding any security, probity and financial investigations and procedures, including supplying further information to PwC on request.
- 4) Any omission or failure by the Tenderer to provide detailed information to PwC as requested will diminish the scoring ability of the Tenderer's Tender and may result in PwC removing the Tender from further consideration.

5.21 Tender Clarification

- 1) At any stage PwC may ask a Tenderer to clarify or provide additional information on any aspect of its Tender, or on any matter in its opinion, relevant to the Tender.
- 2) Failure to respond to a request for clarification in the manner requested by PwC may have an adverse impact on the evaluation of the Tender.

5.22 Referee Checks

- 1) Tenderers must provide in Annex 1 (Specified Personnel) and Annex 3 – Attachment 7 (Past Experience Form) to Tender Schedule 1 the name and contact details of Referees who can attest to the performance of the Tenderer and its Specified Personnel (if any), within the last two years, in the provision of the Goods and/or Services comparable to the requirements of this RfT.
- 2) Tenderers must ensure that nominated Referees:
 - a. do not have an actual or potential Conflict of Interest. In particular, Referees must not:
 - i. be an audit client of PwC and its global network;
 - ii. be an employee or holder of a current executive office within the Tenderer organisation or have a business association with the Tenderer or one of its subsidiaries;
 - iii. be included in the Tender as proposed Personnel; or
 - iv. be a current PwC/DT Global/DFAT employee; and
 - v. are available to be contacted within three (3) weeks of the Closing Time. and able to provide comments in English.
 - b. PwC may, at its discretion and/or by its authorised representative, contact any referee nominated by a Tenderer in its tender, and may seek written or verbal comments from that referee.
- 3) PwC may also seek information about any Tenderer from any other source, whether or not the individuals or organisations contacted are nominated by the Tenderer.

5.23 Debriefing

- 1) Following the rejection of a Tender, or the award of a contract to the Preferred Tenderer, PwC will inform Tenderers in writing of the outcome of their Tender submission.
- 2) Tenderers may, in writing, request a written debrief concerning their Tender submission within 7 (seven) days of being advised by PwC of the outcome of their tender or of rejection of their Tender.
- 3) Tenderers will be debriefed against the evaluation criteria set out in this RfT. A Tenderer will not be provided with information concerning other Tenderers.

5.24 Disclaimer

Although certain information is contained in this RfT, Tenderers must make their own independent assessment and investigations and obtain their own independent advice regarding the subject matter of the RfT. Neither PwC, its employees, agents or tenderers:

- 1) makes any representations or warranties as to the accuracy, reliability or completeness of the information; nor
- 2) has any liability under the law or otherwise arising from the information, the Tender process or any activity associated with them.

5.25 Tenderer Costs

- 1) All costs and expenses incurred by a Tenderer in connection with this RfT, including but not limited to the costs associated with preparing and lodging a Tender, responding to requests from PwC and

providing further information sought by PwC, hosting site visits or attending pre-tender briefing/site inspections, interviews or contract negotiations, are the sole responsibility of the Tenderer.

- 2) PwC will not be, and is not, liable for any lost profit, lost opportunity or other losses sustained by the Tenderer as a result of responding to this RfT.

5.26 Insurances

The Preferred Tenderer will be required to hold and maintain insurances in accordance with the terms and conditions of the draft subcontract.

5.27 Public Statements

Tenderers must not make any public statements or provide any information to the media or any other third party in relation to this RfT or any Contract arising out of this RfT, without the prior written approval of PwC.

5.28 Ownership of Tender documents

- 1) All Tender documents become the property of PwC upon lodgement.
- 2) PwC may copy, amend, extract or otherwise deal with all or part of any tender for the purposes of this RfT process.
- 3) PwC may disclose the contents of any tender to its personnel and advisers for the purposes of assisting PwC with this RfT process. PwC may, at its discretion, seek appropriate confidentiality obligations from those personnel or advisers where such disclosure is made.
- 4) Nothing in this clause affects the ownership of intellectual property in any tender.

5.29 Tender Validity Period

- 1) Tender documents must remain open for acceptance (valid) for a period of at least three (3) months (i.e. 90 calendar days) from the Closing Time.
- 2) PwC may request a Tenderer to extend the validity period of the Tender referred to above.

5.30 Entry into Contract and Conduct of Contract negotiations

- 1) This RfT is not a contract between PwC and the Tenderer, nor an offer to contract.
- 2) Nothing in this RfT, any Tender, or any conduct or statement made by either PwC or a Tenderer before or after the issue of this RfT is to be construed so as to give rise to any contractual obligations, express or implied, or any obligations in equity between PwC and any Tenderer.
- 3) Following selection and approval of a Preferred Tenderer, PwC may enter into contract negotiations with the Preferred Tenderer.
- 4) PwC intends to enter into a contract with the Preferred Tenderer, substantially in the form of the Draft Contract in Annex 2 of this RfT.
- 5) During contract negotiations, PwC may:
 - a. engage in detailed discussions with one or more Tenderers in person or via email;
 - b. request a Tenderer to improve or consolidate any aspect of a Tender;
 - c. request a Tenderer to provide revised pricing to reflect negotiation outcomes (including submitting a best and final offer);
 - d. decline to consider a Tenderer's revised pricing if PwC considers that the Tenderer has changed the underlying basis on which the Tenderer's pricing was calculated;
 - e. reject the Preferred Tenderer's Tender, discontinue negotiations with that Tenderer and/or re-enter negotiations with other Tenderers (including or excluding the Preferred Tenderer) if in

- PwC's view during final negotiations, the Preferred Tenderer retracts or attempts to retract agreements under which material business, financial, technical and legal issues were resolved during negotiations, or in PwC's opinion the Tenderer is not negotiating in good faith;
- f. request the Tenderer to negotiate in good faith a proportionate reduction to the Tendered price if the Statement of Requirements is reduced as a result of constraints imposed on PwC either before or after the Closing Time; and
 - g. take into account the outcome of negotiations in finalising the evaluation of the Tender documents and in making a selection decision in declaring the Preferred Tenderer.
- 6) No binding agreement, express or implied (including, without limitation, any form or contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds), is intended to be created between PwC and any Tenderer in relation to the Requirements of this RfT and the Tender process or in any other respect until a formal written contract is executed by PwC and the Preferred Tenderer.
 - 7) The final contract as executed by PwC will contain the entire agreement between PwC and the Preferred Tenderer.

5.31 Operation of the Contract

- 1) The Contract entered into with the Preferred Tenderer will alone govern the legal relationship between PwC and any Preferred Tenderer.
- 2) The contract shall be between the successful Tenderer and PwC. See Annex 2 for the contracting template.

5.32 PwC's Rights

Despite any other provision in this RfT, PwC retains the right to:

- 1) alter, vary or amend any part of this RfT;
- 2) suspend or terminate this RfT if PwC considers it is in the public interest to do so;
- 3) seek additional information or clarification from any Tenderer, and/or provide additional information or clarification to any Tenderer;
- 4) seek and/or contact any referee, whether or not nominated by the Tenderer;
- 5) determine a shortlist of Tenderers at any time after the Closing Time;
- 6) add or remove any Tenderer from consideration at any time after the Closing Time;
- 7) in its absolute discretion conduct or engage a third party to conduct a financial viability assessment on the Tenderer to assess the Tenderer's financial capacity and financial viability in accordance with the information provided.
- 8) negotiate or decline to negotiate with any Tenderer, and discontinue negotiations at any time;
- 9) negotiate with one or more Tenderers simultaneously;
- 10) terminate negotiations with the Preferred Tenderer and commence negotiations with any other Tenderer (including but not limited to where required Police Clearance Certificates are not provided by the Preferred Tenderer or where the Tenderer becomes listed or subject to an investigation or temporary suspension by the World Bank or similar donor of development funding);
- 11) require the Preferred Tenderer to provide an Unconditional Financial Undertaking or Performance Guarantee prior to entry into Contract; and
- 12) allow, or refuse to allow, a Preferred Tenderer to enter into a Contract in the name of a different legal entity to that which submitted the Tender.

5.33 Conflict of Interest

- 1) Tenderers must notify PwC as soon as practicable after becoming aware of an actual or potential Conflict of Interest in connection with the submission of the Tender or the provision of Services described in this RfT, or at any time prior to receiving notification of the award of a Contract or the termination of this RfT process.
- 2) If the Tenderer has or may have an actual or potential Conflict of Interest, PwC may, at its discretion:
 - a. exclude the Tender from further consideration;
 - b. enter into discussions to seek to resolve the conflict of interest; or
 - c. take any other action it considers appropriate.
- 3) PwC may regard any participant in a Joint Tender who separately submits a Tender or participates in a further Joint Tender in response to the RfT as being in a Conflict of Interest situation.

5.34 False or Misleading Claims

If a Tenderer is found to have made false or misleading claims or statements or to have obtained improper assistance connected with the preparation of its Tender or its participation in this RfT process, PwC may remove the Tender from further consideration.

5.35 Unlawful Inducements

- 1) Tenderers, their officers, employees, agents and advisers must not violate any applicable laws in relation to unlawful inducements in connection with the preparation of a Tender or participation in this RfT process. Submission of the Tender by the Tenderer constitutes a warranty by the Tenderer in this regard.
- 2) If a Tenderer is found to have violated any applicable laws regarding the offering of inducements connected with the preparation of its Tender or its participation in this RfT process, PwC may remove the Tenderer from further consideration.

5.36 Collusive Tendering and improper assistance

- 1) Tenderers, their officers, employees, agents and advisers must not engage in any collusive Tendering, anti-competitive conduct or any similar conduct with any other Tenderer or person in relation to the preparation of a Tender or participation in this RfT process.
- 2) If a Tenderer is found to have engaged in any collusive tendering or other anti-competitive practices with any other Tenderer or any other person in the preparation of its Tender or its participation in this RfT process, PwC may remove the Tender from further consideration.

5.37 Commonwealth Procurement Rules and PGPA Act

Tenderers should be aware that the [Commonwealth Procurement Rules \("CPRs"\)](#) and the [Public Governance Performance and Accountability Act Rules 2013 \(Cth\) \("PGPA Act"\)](#) as amended from time to time, apply to this RfT.

5.38 Privacy, Disclosure and Confidentiality

- 1) PwC will treat as confidential any information provided by the Tenderer prior to the award of a Contract (other than information in the public domain).
- 2) Once a contract has been awarded to the Preferred Tenderer, PwC will not keep information provided by that Tenderer as confidential unless:
 - a. the Preferred Tenderer requests specific information which it considers should be kept confidential;

- b. the specific information is by its nature confidential or is personal information under the Privacy Act 1988 (Cth); and
 - c. PwC agrees to that request or is otherwise bound by law not to disclose the information.
- 3) In considering a request for confidentiality, PwC will consider whether disclosure would cause detriment to the Preferred Tenderer or a third party.
- 4) PwC will also consider whether confidentiality is supported by the underpinning principles of Commonwealth procurement such as value for money, accountability and transparency.

5.39 Application of law

PwC reserves the right in its absolute discretion to exclude from consideration any Tender:

- a. where any of the Tenderer's Personnel have been convicted of, or are being investigated for, a criminal offence;
- b. on the grounds of bankruptcy, insolvency or significant deficiencies in performance of any substantive requirement or obligation under applicable law;
- c. which is late, incomplete (including those with electronic files that cannot be read or decrypted) or which PwC believes to potentially contain any virus, worm, malicious code, disabling features or anything else that might compromise the integrity or security of PwC's computing environment; and
- d. where the Tenderer is on the World Bank Sanctioned List or any other relevant sanction list or becomes the subject of an investigation or temporary suspension which may lead to it becoming so listed.
- e. when there is a change in the Tenderer's ownership which causes Conflict of Interest with PwC (i.e. becoming or the new ownership is an audit client of PwC and/or its global network).

5.40 Complaints

Any complaints arising out of the RfT process should be made in writing to PwC as nominated in the Tender Particulars of this RfT.

5.41 Governing Law

This RfT is to be construed in accordance with, and any matter related to the RfT process is to be governed by, the laws of Indonesia.

Annex

Annex 1 Description of Services

See attached

Annex 2 Subcontract Template

(please send a request to id_ppf_procurement@pwc.com for the subcontract template to be sent)

Annex 3 Forms and Templates

Attachment 1 – Cover Letter of Technical Proposal

A. Covering Letter

[Please use organisation letterhead or lead firm letterhead of the consortium]

[Date Month Year]

To:

PwC Evaluation Committee

PT PricewaterhouseCoopers Indonesia Advisory

WTC 3, 34th, 36th-43rd Floor, Jl. Jend. Sudirman Kav. 29-31,

Jakarta 12920 – Indonesia,

Email address: id_ppf_procurement@pwc.com

Subject: Covering letter for Technical Proposal submission

Dear Sir/Madam

The person whose signature is attached below is authorised to sign and submit these documents:

Name of person	:
Position	:
Name of Organisation	:
Organisation Address	:
Office phone number	:
Mobile phone number	:
e-mail address	:

In accordance of the tender document for Package Procurement of Technical Partner for Bandung Intra Urban Toll Road Project ("BIUTR"), we submit the following documents.

- 1) Deeds of Establishment/*Akta Pendirian Perusahaan* (and its addendums, if any)
- 2) Cover Letter of Technical Proposal (**Annex 3, Attachment 1**)
- 3) Tender Declaration (**Annex 3, Attachment 2**)
- 4) Organisation information including audited financial statements from the last two (2) years (**Annex 3, Attachment 3**)
- 5) Tenderer's Conformity Checklist (**Annex 3, Attachment 4**)
- 6) A technical proposal, up to **20 pages** covers each of the technical submission evaluation criteria; and
- 7) Any comments and/or feedback on the Subcontract Template as attached at Annex 2; if any, must be provided by the tenderer as annex to the technical proposal).
- 8) Annexes of Technical Proposal
 - a. Specified Personnel Table (**Annex 3, Attachment 5**)
 - b. Specified Personnel CVs of up to four pages each (**Annex 3, Attachment 6**)
 - c. Organisation relevant past experience with up to five experiences (**Annex 3, Attachment 7**)
 - d. Work Plan (**Annex 3, Attachment 8**)
 - e. Team Member Inputs (**Annex 3, Attachment 9**)

f. Mobilisation Plan (**Annex 3, Attachment 10**)

The validity of our proposal is 90 calendar days from the closing date of the tender.

If applicable - We acknowledge that we are the leader of the consortium. The members of the consortium are:

- *[insert name of consortium member 1]*

- *[insert name of consortium member 2]*

We have read and understand the information in this RfT and acknowledge that if it is found that documents do not comply with the requirements outlined that our tender will be non-conforming.

We agree that the PwC Evaluation Committee is not bound to approve our tender, or do they need to provide any reason for this.

We also declare that the information contained in this tender is correct and up to date.

[Signature]

[Name]

[Position]

Attachment 2 – Tender Declaration

[Please use organisation letterhead or lead firm letterhead of the consortium]

I, *[name, address and corporation of person making the declaration on behalf of the organisation or the consortium]*, do solemnly and sincerely declare, on behalf of the Tenderer and on behalf of myself, that:

1. Definitions

In this statutory declaration:

- “Tender” means the document submitted or to be submitted by (details of tendering corporation as appropriate)
- “Tenderer” means *[insert details of tenderer organisation as appropriate]*;
- “Tender Price” means the fees, rates and prices indicated by a Tender as being the amounts for which that Tenderer is prepared to undertake the Services;
- “Client” means the Indonesia Australia Partnership for Infrastructure (KIAT);
- “Request for Tender” or “RfT”
- “Services” means the services described in the Description of Services for this Activity;

2. Preamble

I hold the position of *[managing director or other title]* of the *[Insert name of organisation]* (“Organisation”) and am duly authorised by the Tenderer to make this declaration on its behalf.

3. Rights of PT PricewaterhouseCoopers Indonesia Advisory (‘PwC’)

- 3.1. *RfT Process* –PwC reserves their right to:
 - 3.1.1. Cease to proceed with the RfT
 - 3.1.2. Suspend or vary the RfT
 - 3.1.3. Require additional information from Tenderer
 - 3.1.4. Call for new tenderers
 - 3.1.5. Reject any tenderers that do not comply with the RfT or for any other reasonPwC may exercise this right without any liability for costs, losses or expenses or damages incurred by the tenderer and are not required to give any grounds for their actions. PwC is not bound contractually or in any other way to any tenderer by this RfT.
- 3.2. Reject any Tenderers if the Tenderer is an audit client of PwC Indonesia and its global network.
- 3.3. *Ownership* - When the tender is submitted it becomes the property of PwC and they can use it as they wish for the purpose of evaluating the tender and in potential contract negotiations with the tenderer. The tenderer retains their right to any intellectual property submitted in the tender.
- 3.4. *Background Checks* – PwC has the right to conduct security, probity and financial checks on the tenderer at their discretion for the purpose of evaluating the tender.
- 3.5. *Negotiation* – PwC reserves the right to negotiate the price of services with any tenderer. If negotiation fails, PwC has the right to terminate negotiations in favour of another tenderer. Negotiation will only occur:
 - (a) At a date, time and address as assigned by PwC
 - (b) With authorised representatives from the organisation/consortium
 - (c) To discuss the Technical Proposal, the proposed technical approach and methodology, work plan, organisation and staffing, and any suggestions made by the Procurement Committee will form part of the contract.
 - (d) To discuss the Financial Proposal

- (e) To discuss the draft contract

* – if negotiations fail, the Evaluation Committee will commence negotiations with the second highest tenderer.

The tenderer will be responsible for all associated costs with this tender process.

It is the responsibility of the tenderer to clarify Gol tax and legal obligations prior to commencing the activity.

4. **Tenderer's Acknowledgment**

In submitting a tender document, *[Name of the Organisation]* acknowledges the following:

- 4.1. *Understanding* – The tenderer acknowledges that it has examined and understood all of the tender documents and has satisfied itself of the correctness and sufficiency of the tender. The tenderer has sought any additional information reasonably required from PwC and is aware of all risks and other circumstances which may affect their submission.
- 4.2. *Expenses* – The tenderer is responsible for all expenses incurred in the creation and submission of the tender. This includes providing further information to PwC as required and resolving any disputes that arise from the tendering process.
- 4.3. *Personnel* - All personnel nominated in the tender have been approached and have confirmed their availability to undertake the PPF activity at the time specified.
- 4.4. *Insurance* – The tenderer must be insured to at least the minimum of their statutory obligations and carry all commercially prudent insurances for the activities to be undertaken. The tender must provide evidence of such insurances upon request by PwC.
- 4.5. *Security* - The tenderer warrants that all necessary arrangements will be made to ensure adequate protection/security for all of their personnel.
- 4.6. *Validity* – All information submitted in this tender will be valid for at least 90 calendar days from the closing day for submission.
- 4.7. *Financial Proposal* - The Tenderer warrants that it can undertake and complete the Services for the Tender Price.
- 4.8. *Financial Assessment*: At any time before the contract is awarded, the tenderer will, if required by PwC, make all financial records, including accounts, profit and loss statements, balance sheets and other relevant information available to PwC.
- 4.9. All materials produced will be copyright protected by PwC and may not be given to third parties or used in any form by anyone other than PwC. The RfT is owned by PwC and may not be used for any other purpose.
- 4.10. *Rights of PwC* – The tenderer respects the rights of PwC as laid out in this RfT.
- 4.11. *Conditions of the RfT* – The tenderer accepts the conditions of the tender.
- 4.12. *Warrant* – The tenderer and any subcontractor of the tenderer are:
 - 4.12.1. *Not an audit client of PwC and its global network.*
 - 4.12.2. *Not bankrupt or not in the process of going bankrupt.*
 - 4.12.3. *Have not been convicted for an offense concerning professional conduct.*
 - 4.12.4. *Have not been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify).*
 - 4.12.5. *Have fulfilled obligations related to payment of taxes.*
 - 4.12.6. *Not guilty of serious misinterpretation in supplying information.*

- 4.12.7. *Not in situations of conflict of interest (family or business relationship to parties in the Evaluation Committee).*
- 4.12.8. *Not carrying out, during the term of the assignment, any other assignment that may be in conflict with this assignment and shall not undertake any assignments that may have a conflict with this assignment.*
- 4.12.9. *Not declared at serious fault of implementation owing to a breach of their contractual obligations.*
- 4.12.10. *Not having any relation, direct or indirect, with any terrorist or banned organizations.*
- 4.12.11. *Not listed on a World Bank Sanctioned List or other sanctioned list issued by any Australian Government institution, DFID, USAID, World Bank, UN agencies, European Union and others relevant list.*
- 4.12.12. *Not listed on or subject to any formal or informal investigations or proceedings relating to the World Bank Sanctioned List or a Relevant Sanctioned List.*
- 4.12.13. *Not temporarily suspended from tendering for World Bank or other donor development contracts.*
- 4.12.14. *Not the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.*
- 4.12.15. *Not named by the Australian Director of Workplace Gender Equality as an employer currently not complying with the reporting requirements of the Workplace Gender Equality Act 2012 (Cth).*
- 4.12.16. *Not blacklisted by any Local/International organization, Government/semi-Government department, NGO or any other company/organization.*
- 4.12.17. *Not related to Russia, Crimea or the Republic of Belarus (including entities in Russia, Crimea or the Republic of Belarus, and their affiliates in other countries), or nationals of Russia, Crimea or the Republic of Belarus.*
- 4.12.18. *Not been convicted of an offence of, or relating to corruption, money laundering and/or bribery of a public official, nor are they subject to any proceedings which could lead to such a conviction, including its employees, agents or contractors*
- 4.13. *Relationship with PwC* – The tenderer has not relied on any statement or representation, whether oral or written by PwC unless it is contained in the RfT or addenda. The tenderer acknowledged that it did not use any improper assistance from PwC or any of its employees or any information illegally obtained in the preparation of the tender submission.
- 4.14. *Collusive Tendering* – the tenderer declares that they (including affiliates or agents of the tenderer) have no knowledge of the technical or financial tender of any other tenderer when they submit their tender. They also declare that they have not and will not disclose any of the details of their tender submission to any other person or organisation prior to the closing date for the RfT.
- 4.15. *Cover Tendering* – The tenderer declares that they (including affiliates or agents of the tenderer) have not provided any assistance to other organisations to prepare a tender when the other organisation has no genuine intention to compete for the tender. The tenderer further declares that they are genuinely competing for the contract and is not submitting a 'cover tender.'
- 4.16. *Unsuccessful Tenderer' Fees* – The tenderer declares that they (including affiliates or agents of the tenderer) have no agreements or arrangements to reward in any way unsuccessful tenderer if the tenderer is successful in the tender.

[Signature, name, and title of person making declaration]

Declared at [XX] on the [XX] day of [XX]

Before me,

[Signature, name, and Title of person before whom the declaration is made]

Attachment 3 – Organisation Information

All organisations are requested to complete the information in this form. Each consortium members will need to also complete the form.

Name of organisation:	
Status: (e.g. PT, CV, Other)	
Parent Company: (if applicable)	
Registration No/Deed of Organisation:	
Indonesian Tax Registration Number (NPWP, if any):	
Organisation address:	
Telephone:	Contact:
Fax:	Email:
Website: (if available)	Contact person for this activity: (name, position, telephone, email)
Number of Employees Local/International in Indonesia:	
List of management names and position:	
Organisation Chart to be attached:	
A copy of the audited Financial Statements of the organisation for the last two years:	

*The lead organisation can associate with other organisations. Only the lead organisation can be contracted, and they will do so only if they have gained the authority to sign the contract and bind the consortium.

**Consortium letters are to be provided as part of the supporting documentation for this section (no template provided).

Attachment 4 – Tenderer’s Conformity Checklist

This checklist is provided to Tenderers to ensure that the tender conforms to the requirements of the RfT, however this does not constitute conformity. It should be considered that all requirements detailed in the RfT are mandatory and that failure to comply with the requirements detailed in the RfT may lead to a Tenderer’s tender being deemed non-conforming.

DESCRIPTIONS	CHECKED
TECHNICAL PROPOSAL AND ANNEXES	
Are the Technical Proposal and annexes in English and all measurements expressed in Australian legal units of measurement?	
Is the Technical Proposal within the specified page limit?	
Does the Technical Proposal address the selection criteria?	
Does the Technical Proposal indicate the Tenderer’s nominated contact person and contact details on the first page?	
Are the Technical Proposal requirements attached?	
Is the covering letter of the Technical Proposal and bid declaration signed by the authorised person?	
Have at least 2 (two) referees in the Company’s Experience Sheet Format been nominated and confirmed that they are: a) Not an employee of, or the holder of a current executive office (or similar position) within the organisation of, or do not have a business in association with the Tenderer or a subsidiary of the Tenderer? b) Not DFAT, PwC, DT Global or KIAT employees/former employees?	
Are both the Technical Proposal and attachments: a) In Calibri type font is Calibri ,11 point, unless specified otherwise in the RfT? b) Absent of any DFAT’s, PwC, DT Global and KIAT logo?	
Is the Technical Proposal uploaded separately from the Financial Proposal?	
Has Letter of Consortium/Association/Joint venture attached in your Technical Proposal?	
Has the audited Financial Statements of the organisation (lead firm) for the last two years attached in your Technical Proposal?	
For electronic submission, has one (1) electronic copy containing all parts and attachments been provided? And not exceed the maximum total size of 20 MB, per email submission, in PDF format?	
If any: comments and/or feedback on the Subcontract Template as attached at Annex 2	
SPECIFIED PERSONNEL	
Are the CVs within the specified page limit and signed and certified by the nominated personnel?	
Do the CVs include the nominated personnel’s home base city?	
Do the CVs include the nationality status of the nominated personnel?	

DESCRIPTIONS	CHECKED
Do the CVs include details of the professional qualifications of nominated personnel (if relevant), including institution and year of award?	
Do the CVs include details of recent relevant professional and development work experience, including the duration and extent of inputs?	
Have at least two (2) referees been nominated on each of the CVs and has it been confirmed that they: a) do not have an actual or potential Conflict of Interest? b) are available to be contacted within 3 (three) weeks of the closing time. c) Not DFAT or Former DFAT Employee, included in the Tender as proposed Personnel, PwC, DGT Global or KIAT employees?	
Non-Key positions have been named by the tenderer (i.e. have not been left blank or TBC) and their CVs attached.	
Are the CVs of all nominated personnel as listed in the team composition, staffing schedule, work plan/course outline, and in the Financial Proposal, attached in the Technical Proposal?	
FINANCIAL PROPOSALS	
Is the covering letter of the Financial Proposal sign by authorized person?	
Is the Financial Proposal in the required format?	
Are all Advisers (international) assigned with a Job Level and Professional Discipline Category in accordance with the MRP of DFAT's Adviser Remuneration Framework?	
Has the Financial Proposal been checked so that it contains no caveats or un-costed elements?	
Is the Financial Proposal a fully costed schedule of rates (expressed in IDR) and based on the inputs and outputs as specified in the Scope of Services, including: d) All cost complying with RfT and association with all things necessary for the due and proper completion of the assignment? e) Necessary insurances required by the Contract Conditions and for the performance of the Services? f) Fixed (remuneration allowance, management fee) cost item? g) Detailed information on assumptions used in preparing the pricing?	
Do the names of nominated personnel listed in the Financial Proposal match the names of personnel in the team composition, staffing schedule & work plan schedule?	
Does the number of input of nominated personnel in the Financial Proposal match with the number of input of nominated personnel in staffing schedule?	
Has one (1) electronic copy excel sheet containing Financial Proposal (table 2-6) provided?	
OTHERS	
Has the Statutory Declaration been signed by a person authorised in your firm?	

DESCRIPTIONS	CHECKED
Has your file name followed electronic tender file formats, naming conventions and sizes as stated in the RfT?	
Has the Tenderer declared in writing at the time of lodging a bid, any family or personal relationship with PwC/DT Global or its employees, or the Government of Indonesia Agency/s in which the consultancy will take place, which might potentially constitute a conflict of interest?	

Attachment 5 – Specified Personnel Table

- 1) The Tenderer must provide the following details of the Specified Personnel:
 - a) a list of proposed Key/Non Key Position team members; and
 - b) a curriculum vitae for each Position
- 2) The commitments column in the Specified Personnel table must include:
 - a) Details of proposed personnel commitments to other projects and contemporaneous nominations in other tender submissions (both PwC and others) for the period of the Project;
 - b) Tenderers must submit their responses in the format provided in the tables as set out below.

Specified Personnel Table Format

Position	ARF Discipline Group and Job Level (if applicable)	Name	Total Inputs *		Commitments
			Home Base	O/s	

(*) Inputs in months/days (unit must be specified by Tenderers)

Attachment 6 – Specified Personnel Table

- 1) Maximum of four (4) A4 pages per CV (no limit in the number of CVs).
- 2) CV to be presented with the headings below.
- 3) Two referees to be nominated with contact details. CVs lacking this information may be excluded from consideration in the tender assessment.
- 4) Refer to Description of Services for skills requirements.

Proposed Position for this Project	[insert position]
Name	[insert name]
Contact Details	[insert address/ email/phone numbers]
Date of Birth	[insert DOB dd/mm/yyyy]
Nationality	[insert nationality]
Resident status	[insert resident status]
Education	[List qualifications in reverse chronological order, including name and date of award, plus name of the awarding institution]
Training	[List any other training]
Professional Qualifications	[insert qualifications including institution and date of award]
Language & Degree of Proficiency	[List language and degree of proficiency in speaking, reading and writing]
Membership in Professional Societies	[List memberships]
Professional Work Experience	[insert details of relevant experience including employer, position held, country, duration and description of duties]
Tasks assigned under this Project	[insert tasks to be performed under this project]
Work completed that best illustrates capability to handle project tasks	[insert project title, country, year, position and description for each example]
Referees	
1. Name:	2. Name:
Position:	Position:
Address:	Address:
Email:	Email:
Telephone/mobile:	Telephone/mobile:

"I, **[insert name]**, declare that:

- a. the information provided in this CV is accurate and hereby authorise PwC to make whatever inquiries it may consider reasonable and necessary to undertake in the course of the Tender assessment in relation to the information I have provided in this CV or any other matter which may relate to my suitability for the position for which I have been nominated;
- b. I am available to participate in the Project in the role in which I have been nominated in the Tender for the period or periods indicated in the Tender;
- c. I am a person of good character; and

- d. I have not been convicted of any criminal offence, including any related bribery of a public official, nor am I subject to any ongoing proceedings."

Signature :

Date : dd/mm/yyyy

Attachment 7 – Organisation/Consortium relevant past experience

- 1) The Tenderer must present details of relevant activities or projects in which the Tenderer has been involved which demonstrate the Tenderer's ability to fulfil the objectives of the Project. This Attachment may contain up to 5 (five) examples. Details of each activity should be submitted in the format provided below and must not exceed two (2) A4 pages.
- 2) Tenderers must provide information in the Referees section of the Past Experience Forms.

Annex 2 – Past Experience Format

Activity Name:	
Activity Value:	
Activity Location(s):	
Activity Duration	
Client/Donor:	
Year Completed:	
Brief description of the activity and the Organisation's role: _____	
Brief description of activity outcomes: _____	
Brief description of any tenderer performance issues and their resolution: _____	
Statement of the similarities between this activity and the requirements of the activity currently being tendered and how this activity supports your statements addressing the Evaluation Criteria: _____	
Nominated Activity Referees:	
1. Name:	2. Name:
Address:	Address:
Email:	Email:
Phone:	Phone:

Attachment 8 – Work Plan

The Tenderer must provide a detailed Work Plan for the Project showing dependencies (e.g. A Gantt Chart or Critical Path Method identifying resources, dependencies and milestones). Dates referring to commencement or mobilisation are indicative only and may be varied by PwC. This attachment must be no more than 3 pages long and may be presented on A3 paper.

Attachment 9 – Team Member Inputs

- 1) The Tenderer must provide a table which shows the daily proposed inputs per months per team member over the total duration of this Project. The table should at a minimum include Position, ARF discipline group and job level (if applicable), Team Member Name (where applicable), this attachment must be provided in excel and pdf format and table should be similar to the below.
- 2) All positions must be listed. All Personnel must be named.

			Month 1	Month 2	...	Month N	Total Yr 1	Total Yr N	Grand Total
Position	ARF Discipline Group and Job Level (if applicable)	Name	M1	M2	...	MN			

Attachment 10 - Mobilisation Plan

The Tenderer must provide a detailed Mobilisation Plan of no more than 6 pages for the first 3 months of the Project. The Mobilisation Plan must include provision for:

- 1) establishment of communication channels with PwC, Gol, KIAT, and key Stakeholders;
- 2) a description of all obligations required to be performed by the Tenderer to implement the Services, and their timing, including but not limited to:
 - a. establishment of report preparation and delivery mechanisms;
 - b. establishment of financial control procedures;
 - c. establishment of all other management and administration requirements; and
 - d. any other matters specified in the Statement of Requirements.

Attachment 11 - Format of Financial Proposal Covering Letter

(Please use organisation letterhead or lead firm letterhead of the consortium)

[Date Month Year]

To:

PwC Evaluation Committee

PT PricewaterhouseCoopers Indonesia Advisory

WTC 3, 34th, 36th-43rd Floor, Jl. Jend. Sudirman Kav. 29-31,

Jakarta 12920 – Indonesia,

Email address: id_ppf_procurement@pwc.com

Subject: Covering letter for Financial Proposal submission

Dear Sir/Madam

The person whose signature is attached below is authorised to sign and submit these documents:

Name of person :

Position :

Name of Organisation :

Organisation Address :

Phone number of the Organisation :

Mobile phone number :

Email address :

We propose for the Package Procurement of Technical Partner for Bandung Intra Urban Toll Road Project ("BIUTR"), the total cost of [amount in IDR] (in words and numbers). The price includes any discount offered. This amount is inclusive of VAT for the procurement of goods and services pertaining to our tender. VAT applied to invoiced costs to PwC are only included in Table 6: Tender Price.

The validity of our Financial Proposal is 90 calendar days from the closing date of the tender.

We have read and understood the information downloaded within this RfT. We acknowledge that if it is found that documents do not comply with requirements laid out in this tender document or if they are incorrectly obtained, that our organisation will not be able to be considered as the successful tenderer.

We agree that the Evaluation Committee is not bound to approve our financial tender and is subject to negotiation.

We certify that we have not offered any financial or other incentives to the PwC Evaluation Committee or members of the PwC's team.

Signature