

Invitation for Quotations

Date: *July 15, 2014*

Contract Identification N^o: SPIRIT 001/PTP/NS/2014

IBRD Loan No. 8010-ID

Scholarship Program for Strengthening Reforming Institution (SPIRIT)

1. The *Government of Indonesia* through *Center for Planners' Development, Education and Training, Ministry of National Development Planning (Bappenas)* has received a loan from the International Bank for Reconstruction and Development towards the cost of **Scholarship Program for Strengthening Reforming Institution (SPIRIT)** and intends to apply part of the funds to cover eligible payments under the Contract for Services for Payment Transfers Provider. Bidding is open to all bidders from eligible source countries as defined in the Guidelines: Procurement under IBRD Loans and IDA Credits. The *Center for Planners' Development, Education and Training, Ministry of National Development Planning* invites sealed Quotations from eligible bidders for providing services to assist the Bappenas PIU in scholar transferring payment of tuition and living allowances. As the payment agent, the firm will be responsible for transferring money provided by Bappenas and forwarding it to learning institutions and participants during their course of study, and maintaining complete accounts and records. The firms shall be private (foreign, national) banks or state owned banks that have established a formal office in Jakarta, Indonesia for at least 20 (twenty) years; Authorized to perform foreign exchange transactions at least for the past 10 (ten) years; Have extensive international correspondence banking networks; Supported by capable staff to support the needed operational activities.
2. Bidding will be conducted through the Shopping procedures specified in the World Bank's "Guidelines: Procurement under IBRD Loans and IDA Credits dated May 2004 (revised October 2006 and May 2010), and "Guidelines: Selection and Employment of Consultants by World bank Borrowers" dated May 2004 (revised October 2006 and May 2010).
3. Request for Quotation (and additional copies) is enclosed to this letter, at no cost, for each set. Interested bidders may obtain further information at the below address and contacts.
4. Quotations shall be valid for a period of *120 (one hundred twenty) days* after the Bid submission deadline specified below, and shall be delivered to *Sekretariat Pengadaan Barang dan Jasa PHLN, Gedung Madiun Lantai Basement, Jalan Taman Suropati No. 2, Jakarta Pusat, Indonesia* on August 25, 2014 or before 13:00 WIB, at which time they will be opened in the presence of the bidders who wish to attend.

Procurement Committee

Secretariat Pengadaan Barang dan Jasa-PHLN
Gedung Madiun Lt. Basement, Jl Taman Suropati No. 2
Jakarta 10310, Indonesia, Phone/Fax: +622131931392
pengadaanphln@bappenas.go.id

REQUEST FOR QUOTATION (RFQ)

PAYMENT TRANSFERS PROVIDER

BID REF. NO.: SPIRIT 001/PTP/NS/2014

**SCHOLARSHIPS PROGRAM FOR STRENGTHENING
REFORMING INSTITUTIONS**

(SPIRIT)

IBRD Loan No. 8010-ID

Project Implementing Unit

**Center for Planners' Development, Education and Training, Ministry of
National Development Planning**

BAPPENAS

Jalan Taman Suropati No. 2

Jakarta 10310, Indonesia

Part I – Bidding Procedures

Section I. Instructions to Bidders

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- of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under para. 1.14 (e) of the Bank’s Procurement Guidelines.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
 - (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
 - (e) will have the right to require that a provision be included in Request for Quotation and in contracts financed by a

Bidding and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

- 8. Site Visit** 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Request for Quotation

- 9. Content of Request for Quotation** 9.1 The set of Request for Quotation comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Activity Schedule
Section V	General Conditions of Contract
Section VI	Special Conditions of Contract
Section VII	Terms of Reference

- 9.2 The Bidder is expected to examine all instructions, forms, terms, and Terms of Reference in the RFQ. Failure to furnish all information required by the Request for Quotation or to submit a bid not substantially responsive to the Request for Quotation in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and VIII should be completed and returned with the Bid in the number of copies specified in the **BDS**.

- 10. Clarification of Request for Quotation** 10.1 A prospective Bidder requiring any clarification of the Request for Quotation may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of Quotations. Copies of the Employer's response will be forwarded to all purchasers of the Request for Quotation, including a description of the inquiry, but without identifying its source.

- 11. Amendment of** 11.1 Before the deadline for submission of quotations, the Employer

**16. Quotation
Validity**

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid and in compliance with ITB Clause 17 in all respects.

**17. Format and
Signing of
Quotation**

- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Quotations**20. Sealing and
Marking of
Quotations**

- 20.1 The Bidder shall seal the original and all copies of the Quotation in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".
- 20.2 The inner and outer envelopes shall
- (a) be addressed to the Employer at the address **provided in the BDS**;
 - (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 20.3 In addition to the identification required in ITB Sub-Clause

E. Quotation Opening and Evaluation

- 24. Quotation Opening**
- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.** 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid Opening, including the information disclosed to those present in accordance with ITB Su-Caluse 24.3.
- 25. Process to Be Confidential**
- 25.1 Information relating to the examination, clarification, evaluation, and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of Quotations or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.
- 26. Clarification of Quotations**
- 26.1 To assist in the examination, evaluation, and comparison of Quotations, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for

the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

29. Currency for Bid Evaluation

29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable to either:

- (a) the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the BDS on the date stipulated in the BDS;**

30. Evaluation and Comparison of Quotations

30.1 The Employer will evaluate and compare only the Quotations determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the Quotations, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Request for Quotation or otherwise result in unsolicited benefits for the Employer will not be taken into account in Quotation evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Quotation evaluation.

F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Request for Quotation and who has offered the

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	The Employer is: Center for Planners' Development, Education and Training, Ministry of National Development Planning (Bappenas). The name and identification number of the Contract is: Payment Transfers Provider
1.2	The Intended Completion Date is June 30, 2017
2.1	The Borrower is Government of Indonesia The Project is Scholarships Program for Strengthening Reforming Institution (SPIRIT) The loan/credit number is IBRD Loan No. 8010-ID
5.1	The experience required to be demonstrated by the Bidder should include as a minimum that has executed the following: <ol style="list-style-type: none"> 1. Private (Foreign, National) banks or state owned Banks that have established a formal office in Jakarta, Indonesia for at least 20 (twenty) years; 2. Authorized to perform foreign exchange transactions at least for the past 10 (ten) years; 3. Have extensive international correspondence banking networks; 4. Supported by capable staff to support the needed operational activities. 5. Able to provide the best service with the most efficient cost.
B. Bidding Data	
9.2 and 19.1	The number of copies of the Quotations to be completed and returned shall be 1 (one) original and 2 (two) copies
C. Preparation of Quotations	
12.1	Language of the bid: English
13.1	The additional materials required to be completed and submitted are: None
14.4	The Contract shall not be subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.

Section III. Bidding Forms

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Letter of Acceptance
[letterhead paper of the Employer]

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the **Payment Transfers Provider** for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract

- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of
Scholarships Program for Strengthening Reforming Institutions (SPIRIT)
Commitment Maker

Drs. Edy Purwanto, MA

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Section V. Priced Activity Schedule

Scholarship Program for Strengthening Reforming Institutions (SPIRIT) Commercial Bank as Payment Transfers Provider

No	Descriptions of Destination Countries	Number of Transactions of each country	Bank Charges/Transfer Fee	
			per Transaction	Total
(1)	(2)	(3)	(4)	(5)
Local and International Bank Charges shall include the following destination countries:				
1	Indonesia	2034	IDR	IDR -
2	United States of America	867	USD	USD -
3	Australia	867	AUD	AUD -
4	Europe			
	- Netherlands	649	EUR	EUR -
	- Belgium			
	- Germany			
	- France			
5	United Kingdom	599	GBP	GBP -
6	Japan	208	USD	USD -
7	New Zealand	23	USD	USD -
8	Malaysia	24	USD	USD -
9	Singapore	18	USD	USD -
10	Sweden	12	USD	USD -
11	Korea	96	USD	USD -
Total number of Transactions		5397		

Note:

All prices quoted by the Bidders shall include bank charges, provisions, management fee, mailing cost and all other cost that may arise and shall be fixed through duration of contract

The number of transactions are estimations, and the total Bank charges/transfer fees will be the contract ceiling, but in implementation the actual transactions carried out will be considered (as explain in Special Conditions of Contract Point 6.1).

Section VI. General Conditions of Contract

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performance of the Services or any part thereof;

- (n) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (o) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer
- (p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (q) "Terms of Reference" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (r) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Terms of Reference and Schedule of Activities included in the Service Provider's Bid

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer's country, unless otherwise specified in the Special Conditions of Contract (SCC).
- 1.3 Language** This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the Terms of Reference and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.
- 1.7 Inspection and Audit by the Bank** The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.

this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- of Loan or Credit** Employer, from which part of the payments to the Service Provider are being made:
- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
 - (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Terms of Reference and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

Payments Provider for each day of delay at the rate stated in the SCC.

6. Quality Control

- 6.1 Identifying Defects** The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.
- 6.2 Correction of Defects, and Lack of Performance Penalty**
- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
 - (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
 - (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

- 8.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions **specified in the SCC**.

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in Republic of Indonesia
1.1(e)	The contract name is : Payment Transfers Provider.
1.1(h)	The Employer is : Center for Planners’ Development, Education and Training, Ministry of National Development Planning, BAPPENAS
1.1(p)	The Service Provider is : TBA
1.2	The Applicable Law is : Republic of Indonesia
1.3	The language is : English
1.4	The addresses are: Employer : Center for Planners’ Development, Education and Training, Ministry of National Development Planning Jalan Proklamasi no. 70 Jakarta Pusat, Indonesia Attention : Drs. Edy Purwanto, MA PPK DM IV Sesmeneg PPN/Settama Bappenas Phone : +622131925779 Facsimile : +622131927517 E-mail Address : TBA Service Provider : TBA Attention : TBA Phone : TBA Facsimile : TBA E-mail Address : TBA
1.6	The Authorized Representatives are: For the Employer : Drs. Edy Purwanto, MA Commitment Maker of SPIRIT For the Service Provider: TBA
2.1	The date on which this Contract shall come into effect is on the date of the Contract is signed by both parties.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	element of inspection.
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li data-bbox="435 585 1395 720">1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li data-bbox="506 747 1395 1249">(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to National Arbitration Board/<i>Badan Arbitrase Nasional Indonesia (BANI)</i> for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>BANI</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. <li data-bbox="506 1276 1395 1591">(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>Badan Arbitrase Nasional Indonesia (BANI)</i>. <li data-bbox="506 1618 1395 1860">(c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Badan Arbitrase Nasional Indonesia (BANI)</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	<ol style="list-style-type: none"> <li data-bbox="435 1881 1395 1970">2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade

Section VIII. Description of Services

Terms of Reference for Provider for Placement, Payment Transfer and Student Monitoring SPIRIT Program (IBRD Loan No.8010-ID)

I. BACKGROUND

On March 18, 2011, Government of Indonesia with the International Bank for Reconstruction and Development, World Bank Group, signed a Loan Agreement to commence the Scholarships Program for Strengthening Reforming Institutions (SPIRIT) with a project period of 2011 – 2017.

This scholarship program supports the Bureaucracy Reform initiative in the central government, and aims at: (1) improving the agency's human resources through the development of technical, managerial, and leadership skills of civil servants working in the *core functional areas* of the agency; and (2) improving the internal operating environment through the enhanced ability of these civil servants to implement Bureaucracy Reform within the agency as well as the impact on organizational culture and processes of sufficient numbers (or a 'critical mass') of skilled and reform-minded staff in the agency.

Program Components

There are three components included in this program:

Component 1: Degree Scholarships Program for Ministry of Finance

- Sub-component 1.1: Competitive selection of candidates and provision of pre-departure language training to selected candidates.
- Sub-component 1.2: Award of scholarships for overseas and joint domestic and overseas (link) degrees to successful candidates in fields relevant to the work of the Ministry of Finance.

Component 2: Degree Scholarships and non-degree training, for the Bappenas cluster of Participating Agencies

- Sub-component 2.1: Competitive selection of candidates and provision of pre-departure language training to selected candidates.
- Sub-component 2.2: Award of scholarships for domestic, overseas, and joint linkage (domestic and overseas) degrees, overseas non-degree training as well domestic non-degree training to successful candidates in fields relevant to the work of the respective Participating Agencies.

Up to 2013, a total of 757 scholars have been selected by the BAPPENAS PIU and have received scholarship with most of them already in university or in training throughout the world. To support the extensive payment operations of this program, a firm specializing in payment transfers is needed to facilitate an effective and efficient payment transfer process for the Bappenas PIU.

II. OBJECTIVE OF THE ASSIGNMENT

The general objective of recruiting the provider for *Payment Transfers (“Provider”)* is for carrying out payment transfer activities on behalf of the **PIU Bappenas (“PIU)** to the third party (scholars, universities, training providers, etc.) effectively and efficiently during their course of study.

III. SCOPE OF WORK

The Provider will support **Bappenas PIU** in performing payment transfers of tuitions, allowances and other costs for domestic and overseas of degree and non-degree program Scholarship Recipients for the remaining period of the project until the closing of project in 2017 (*for estimated scholarship amount to be paid and number of estimated transactions from 2014-2017, please see table 5 and 6 in Attachment*).

Specifically, the scope of services provided by the Provider, encompass the following:

- a) Based on the PIU’s financial projections and payment instruction, the Provider will transfer payments for tuition fees, allowances and other costs to third parties (scholars, universities, training provider, etc.) abroad and in Indonesia in their respective currencies (*for breakdown of scholarship costs for degree and non-degree program, please see table 3 and 4 in Attachment*);
- b) If necessary, the Provider shall manage two accounts: (1) account for scholarship funds that will be used solely for the transfer of scholarship related costs, and (2) another account will be to finance the bank transfer charges, currency exchange and other bank related costs. The second account will be replenished based on the invoice from the Provider;
- c) Maintain and update status on level of funds available in the bank account and inform the PIU as soon as possible if there is any predicted shortages in the funds balance;
- d) Plan and carry out these payments in an efficient way based upon the request from the PIU;
- e) Provide PIU (and scholars if possible) the relevant details of each payments;
- f) Provide reporting of all financial transactions as requested in the “Timeline and Deliverables” section below, attaching the proof of payment transfers to each scholars.

Bank accounts

If deemed necessary, the provider should provide:

1. Dedicated bank accounts for scholarship funds in IDR and USD. The accounts are to be used exclusively for keeping the advance funds from Bappenas and for carrying out all

ATTACHMENT**Table 3. Illustration of Cost for Degree Program (per Scholar) in USD**

No	Description	PhD Program				Master Program				Master Linkage Program				Remarks						
		Overseas		Domestic		Overseas		Domestic		1 Year Domestic		1 Year Overseas								
		Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost							
1	Tuition Fee	4 Year	38,000	152,000	4 Year	5,750	23,000	2 Year	36,500	73,000	2 Year	3,375	6,750	1 Year	6,750	6,750	1 Year	36,000	36,000	At cost
2	Application Fee	4 University	250	1,000	1 Package	500	500	4 University	250	1,000	1 Package	250	250				2 University	245	490	At cost
3	Living Allowance	48 Month	1,600	76,800	48 Month	175	8,400	24 Month	1,600	38,400	24 Month	175	4,200	12 Month	175	2,100	12 Month	1,600	19,200	Lump sum
4	Book Allowance	48 Month	100	4,800	48 Month	30	1,440	24 Month	100	2,400	24 Month	30	720	12 Month	30	360	12 Month	100	1,200	Lump sum
5	Typing Allowance	1 Program	1,500	1,500				1 Program	1,500	1,500							1 Program	1,500	1,500	Lump sum
6	Settling Allowance	1 Program	1,600	1,600	1 Program	175	175	1 Program	1,600	1,600	1 Program	175	175	1 Program	175	175	1 Program	1,600	1,600	Lump sum
7	Reserach Allowance	1 Program	2,500	2,500	1 Program	600	600				1 Program	500	500	1 Program	500	500				Lump sum ceiling max
8	Seminar Cost	1 Program	2,000	2,000	1 Program	300	300	1 Program	2,000	2,000							1 Program	1,000	1,000	At cost ceiling Max
9	Shipping Allowance	1 Program	500	500	1 Program	300	300	1 Program	500	500	1 Program	150	150	1 Program	150	150	1 Program	500	500	Lump sum
10	Health Insurance	48 Month	200	9,600				24 Month	200	4,800							12 Month	200	2,400	At cost ceiling Max
11	International Travel	2 Trip	1,750	3,500				2 Trip	1,750	3,500							2 Trip	1,750	3,500	At cost
12	Domestic Travel				2 Trip	65	130				2 Trip	65	130	2 Trip	65	130				At cost
13	Visa **	1 Package	150	150				1 Package	150	150							1 Package	150	150	At cost
14	Medical Check-up	1 Package	250	250	1 Package	50	50	1 Package	250	250	1 Package	50	50	1 Package	50	50	1 Package	250	250	At cost ceiling Max
15	Operational Allowance				48 Program	35	1,680				24 Program	35	840	12 Program	35	420				Lump sum
TOTAL (USD)				258,200			36,575			129,100			13,785			10,635			67,790	

These are estimates figures

Table 6. Estimated total transactions based on scholars in study/training between 2014 and 2017

LIST OF COUNTRY and Currency	ESTIMATED TOTAL SCHOLARS (still in study in year 2014)			ESTIMATED TOTAL SCHOLARS (still in study in year 2015)			ESTIMATED TOTAL SCHOLARS (still in study in year 2016)			ESTIMATED TOTAL SCHOLARS (still in study in year 2017)			ESTIMATED TOTAL SCHOLARS (2014 - 2017)	ESTIMATED TOTAL TRANSACTION (2014 - 2017)	ESTIMATED TOTAL TRANSACTION PER CURRENCY (2014 - 2017)
	MASTER	PH.D	NDT	MASTER	PH.D	NDT	MASTER	PH.D	NDT	MASTER	PH.D	NDT			
INDONESIA IDR	107	12		65	12			9			6		211	1266	2034
<i>estimated</i>			115	35		121	35		94		18		418	768	
UNITED STATES USD	26	2		16	2			2			1		49	294	867
<i>estimated</i>	15	8	32	24	8	28	9	8	25		8	8	173	573	
AUSTRALIA AUD	31	13		26	13		1	13			8		105	630	867
<i>estimated</i>			24	14		21	14		18		6		97	237	
NETHERLANDS EUR	14	12		1	12			12			9		60	360	649
<i>estimated</i>			27	9		24	9		21		7		97	187	
BELGIUM EUR		1			1			1					3	18	
<i>estimated</i>													0		
GERMANY EUR	4			3									7	42	
<i>estimated</i>				2			2						4	24	
FRANCE EUR	1			1			1						3	18	
<i>estimated</i>													0		
UNITED KINGDOM GBP	41	9		1	9			8			3		71	426	599
<i>estimated</i>			16	21		14			13		4		68	173	
JAPAN JPY	10	1		6	1		1	1			1		21	126	208
<i>estimated</i>			16	3		14	3		12		4		52	82	
NEW ZEALAND NZD		1			1			1					3	18	23
<i>estimated</i>			5										5	5	
MALAYSIA MYR		1			1			1			1		4	24	24
<i>estimated</i>													0		
SINGAPORE SGD	1			1			1						3	18	18
<i>estimated</i>													0		
SWEDEN SEK	1			1									2	12	12
<i>estimated</i>													0		
KOREA KRW													0		96
<i>estimated</i>			33			29			26		8		96	96	
TOTAL	251	60	268	229	60	251	76	56	209	0	37	55	1552	5397	5397

These are estimates figures

Invitation for Quotations

Date: *July 15, 2014*

Contract Identification N^o: SPIRIT 001/PTP/NS/2014

IBRD Loan No. 8010-ID

Scholarship Program for Strengthening Reforming Institution (SPIRIT)

1. The *Government of Indonesia* through *Center for Planners' Development, Education and Training, Ministry of National Development Planning (Bappenas)* has received a loan from the International Bank for Reconstruction and Development towards the cost of **Scholarship Program for Strengthening Reforming Institution (SPIRIT)** and intends to apply part of the funds to cover eligible payments under the Contract for Services for **Payment Transfers Provider**. Bidding is open to all bidders from eligible source countries as defined in the Guidelines: Procurement under IBRD Loans and IDA Credits. The *Center for Planners' Development, Education and Training, Ministry of National Development Planning* invites sealed Quotations from eligible bidders for providing services to assist the Bappenas PIU in scholar transferring payment of tuition and living allowances. As the payment agent, the firm will be responsible for transferring money provided by Bappenas and forwarding it to learning institutions and participants during their course of study, and maintaining complete accounts and records. The firms shall be private (foreign, national) banks or state owned banks that have established a formal office in Jakarta, Indonesia for at least 20 (twenty) years; Authorized to perform foreign exchange transactions at least for the past 10 (ten) years; Have extensive international correspondence banking networks; Supported by capable staff to support the needed operational activities.
2. Bidding will be conducted through the Shopping procedures specified in the World Bank's "Guidelines: Procurement under IBRD Loans and IDA Credits dated May 2004 (revised October 2006 and May 2010), and "Guidelines: Selection and Employment of Consultants by World bank Borrowers" dated May 2004 (revised October 2006 and May 2010).
3. Request for Quotation (and additional copies) is enclosed to this letter, at no cost, for each set. Interested bidders may obtain further information at the below address and contacts.
4. Quotations shall be valid for a period of *120 (one hundred twenty) days* after the Bid submission deadline specified below, and shall be delivered to *Sekretariat Pengadaan Barang dan Jasa PHLN, Gedung Madiun Lantai Basement, Jalan Taman Suropati No. 2, Jakarta Pusat, Indonesia* on August 25, 2014 or before 13:00 WIB, at which time they will be opened in the presence of the bidders who wish to attend.

Procurement Committee

Secretariat Pengadaan Barang dan Jasa-PHLN
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