



22 October 2018

**Didin Agustian Permadi**

Environmental Engineering

National Institute of Technology (ITENAS)

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**CONTRACT**

Contract No. 10/18 - 04

Dear Mr. Permadi,

The Clean Air Initiative for Asian Cities (Clean Air Asia) Center, Inc. is pleased to confirm our agreement to engage your firm as **Technical Expert** for a research project under the Integrated Better Air Quality Programme (IBAQ Programme) FY 2018.

Scope of Work and Outputs

In close collaboration with Maria Preciosa Benjamin – Environment Researcher, Dang Espita – Senior Air Quality Program Coordinator, and relevant Clean Air Asia staff, the Consultant shall perform the agreed scope of work and deliver the expected output/s (Services) set out in the Terms of Reference attached as Appendix 1 of this Contract.

Term of Engagement

This Contract shall be performed on an intermittent basis from 22 October 2018 to 31 March 2019.

Fees and Billing Arrangement

In consideration of the professional services provided by the Consultant, Clean Air Asia will pay a maximum amount of **US\$ 3,000** gross of applicable taxes, to cover professional fees and related out-of-pocket expenses such as cost of pre to post production of videos, production assistant, local transportation, communication and similar expenses, unless otherwise provided separately in the Terms of Reference in Appendix 1.

The payments shall be made based on the schedule of payment in Appendix 1. Payments are generally processed within 5 working days after receipt of the invoice.

Confirmation

By signing this Contract, the Consultant confirms that he/she has read and agreed with all details herein and in Appendix 1; and shall be bound by all applicable Terms and Conditions set out in Appendix 2 of this Contract.

Kindly return a copy of the signed Contract to Mr. Art Docena, Finance and Administrative Services Manager, within five days after receiving this offer.

Yours sincerely,



Glynda Bathan-Baterina  
Deputy Executive Director




Conforme:

\_\_\_\_\_  
Signature over printed name

24 October 2018  
Date

## TERMS OF REFERENCE

 <b>Clean Air Initiative for Asian Cities Center (Clean Air Asia)</b>			
<b>Projects</b>	Integrated Programme on Better Air Quality (IBAQ) FY 2018		
<b>Expertise</b>	Air Quality Management		
<b>Source</b>	National/Local	<b>Category</b>	Individual
<p><b>Introduction</b></p> <p>Clean Air Asia was established in 2001 as the premier air quality network for Asia by the Asian Development Bank, World Bank, and USAID. Our mission is to promote better air quality and livable cities by translating knowledge to policies and actions that reduce air pollution and greenhouse gas emissions from transport, energy and other sectors.</p> <p>Since 2007, Clean Air Asia is a UN recognized partnership of almost 250 organizations in Asia and worldwide with 7 Country Networks (Indonesia, Nepal, Pakistan, Philippines, Sri Lanka, Malaysia and Vietnam). Clean Air Asia is a registered non-stock non-profit organization headquartered in Manila, Philippines, and with offices in Beijing, China and Delhi, India. Clean Air Asia is governed by its articles of incorporation, by-laws and operations manual approved by its Board of Trustees.</p> <p><b>Background</b></p> <p>In 2015, Clean Air Asia developed the Guidance Framework for Better Air Quality in Asian Cities (Guidance Framework) to address the needs and challenges identified by Environment Ministries in the Governmental Meetings on Urban Air Quality in Asia. The Guidance Framework aims to provide a recognized guidance on improving urban air quality and is organized around priority areas of concern in the region, which were translated into key guidance areas with a roadmap on how to progress in a step by step manner.</p> <p>Clean Air Asia is providing support to a number of Asian countries where there is a high potential for action and impact to improve urban air quality by implementing the Guidance Framework approach under the Integrated Programme for Better Air Quality in Asia (IBAQ Programme). It aims to undertake activities that complement current activities and programs in the country. IBAQ is being supported by the Ministry of Environment of Japan (MOEJ). Clean Air Asia is currently providing support to China, India, Mongolia, Philippines, Indonesia and Vietnam.</p> <p>During consultation meetings in 1 March 2018 participated by Clean Air Asia, and Association of Indonesia Municipalities (APEKSI) and MoEF, the direction of IBAQ implementation in Indonesia would be towards supporting Indonesian cities on air quality management, specifically through the “Green Transportation Program.”</p> <p>To better understand the air quality management status and capacity building needs of Indonesian cities, Clean Air Asia and APEKSI, in coordination with MoEF, organized a Focus Group Discussion (FGD) on 5 March 2018,</p>			

attended by representatives from Palembang, Bogor and Tangerang. Representatives from the Directorate of Air Pollution Control - MoEF and the Clean Air Asia network in Indonesia, Komite Penghapusan Bensin Bertimbel (KPBB) were also in attendance, alongside organizers APEKSI and Clean Air Asia.

The findings of the FGD are as follows:

- MoEF identified that there is a need for cities to take initiative and address air pollution and transportation issues, in parallel with national government efforts. Cities can do this by implementing inspection and maintenance of vehicles, promoting cleaner fuels or vehicles, encouraging or incentivizing the use of public and non-motorized transport.
- The three cities, along with other Indonesian cities, already implementing some of the identified transportation-related measures. Identified challenges include the lack of national policy to serve as basis for local action, limited financial and human resources to support measures and the need for a stronger coordination among relevant institutions or groups.
- There is an opportunity to support Indonesian cities by undertaking capacity building air quality management and sustainable transportation, building on progress already made by cities.

In consultation with MoEF and APEKSI, Bogor City was selected as the pilot city for Indonesia. The objective of IBAQ Programme implementation is to build the capacity of air quality management within the city through the development of a clean air action plan. The clean air action plan will integrate plans from the environment, health and transportation agencies as well as build on the existing climate change work of the city under previous initiatives.

Clean Air Asia seeks a Technical Expert who can support the development of the clean air action plan for Bogor City, integrating it with existing targets, activities and plans on climate change mitigation.

#### **Scope of Work/Detailed Tasks**

The Consultant shall serve as Technical Expert for drafting Bogor City's clean air action plan, with a focus on integrating this with existing climate change mitigation plans and work. The Consultant's tasks are the following:

1. Developing the outline for the clean air action plan of Bogor City
2. Determining the data requirements for the city's clean air action plan considering existing information for the city and in close coordination with Bogor City focal and the project team. Data requirements may include but not limited to:
  - a) Data on air quality ambient air monitoring, emissions inventory/source apportionment and air pollution health impacts
  - b) Plans on air quality, climate change, transport, household and commercial energy, etc.
  - c) Resources (financial, technical, manpower) available for air quality management (AQM)
  - d) Governance structure for air quality and climate change management
3. Assessing the city's AQM status / performing gaps analysis to identify AQM areas for support.
4. Leading the drafting of the clean air action plan which consolidates data from Task 2.
5. Revising the clean air action plan based on Bogor City focal, APEKSI and Clean Air Asia review (one round of revision).
6. Participating and presenting in stakeholder engagement activities and meetings.

7. Regularly communicating and coordinating with Clean Air Asia, APEKSI, Bogor City focal and other project partners.

#### **Output/Reporting Requirements**

The Consultant shall accomplish the following:

- A. The Bogor City Clean Air Action Plan, in Bahasa, with the proposed sections below:
  - i. Status of Air Quality and its Management
  - ii. Understanding Air Pollution and Climate Impacts
  - iii. Objectives for Clean Air of Bogor City
  - iv. Control Measures
  - v. Monitoring Framework
- B. Presentations and notes during stakeholder engagements and meetings
- C. Short progress report of activities per month

#### **Fees and Billing Arrangements**

This is a lump sum contract for a maximum amount of **US\$ 3,000** gross of applicable taxes. Clean Air Asia makes payment upon receipt of the agreed output and receipt of a signed invoice from the Consultant:

- 30% - upon signing of contract
- 30% - on 31 January 2019 upon submission of draft clean air action plan
- 40% - upon submission of final clean air action plan

Name of Bank: Bank Nasional Indonesia (BNI)

Complete address of Bank: BNI KCP ITENAS, Jln PHH Mustapha No. 23, Bandung, Jawa Barat

Account Name: Didin Agustian Permadi

Account Number: 0691325034

SWIFT Code of Bank: BNINIDJA

IBAN [when required by Bank]:

Places of Assignment	Working Days	Estimated Dates
Bogor City, Indonesia	Lump sum; Intermittent	22 October 2018 to 31 March 2019

## GENERAL TERMS AND CONDITIONS FOR CONTRACT

- I. **Performance of the Consultant** – During the Term of Engagement, the Consultant shall cooperate with Clean Air Asia in the Project's interest. Clean Air Asia reserves its right to evaluate the Consultant's performance and to maintain a record of the performance evaluation to refer to if the Consultant is considered for re-engagement.
- II. **Contractual Ethics** – Clean Air Asia requires that Consultants and Consulting Firms under Clean Air Asia financed contracts observe high ethics. No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in this Contract have been given or received in connection with the selection process or in the Contract's execution.
- III. **Remuneration**
  - a. Clean Air Asia pays the Consultant's remuneration to the Consultant. Clean Air Asia pays remuneration for the period in which the Clean Air Asia requires the Consultant's commitment to provide Consultancy Inputs or Services.
  - b. Payment for the Services shall be based on the agreed schedule. The Consultant's remuneration will be paid upon submission by the Consultant at the end of each month of a statement or invoice or agreed outputs.
  - c. Clean Air Asia assumes no responsibility for payment of any taxes outside of the Philippines.
- IV. **Insurance** – The Consultant shall take out his own insurance coverage.
- V. **Intellectual Property** – The Consultant, and the Firm if the Consultant is engaged through a firm, shall ensure that all its Services and all goods and services (including without limitation all computer hardware, software, and systems) procured by the Consultant from the Clean Air Asia Center funds or used by the Consultant in the carrying out of the Services do not violate or infringe on any industrial property or intellectual property right or any third party claim. The Consultant, and the Firm if the Consultant is engaged through a firm, shall indemnify the Clean Air Asia Center from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, suits, proceedings, demands, costs, expenses, and disbursements that may be imposed on, incurred by, or asserted against the Clean Air Asia Center for actions related to performing the Services. These include the Consultant's or Firm's infringing or allegedly infringing copyright, trademark, patent, or other protected right.

All copyrights, trademarks, trade names, service marks and all ideas, inventions, discoveries, secret processes and methods and improvements, together with any and all patents that may be issued thereon, and all other intangible or intellectual property rights that may be invented, conceived, developed or enhanced by the Consultant during the Term of his engagement under this contract that relate to the business or operations of Clean Air Asia or that result from any work performed by the Employee for the Employer shall be the sole property of the Employer, and the Employee hereby waives any rights or interest that he may otherwise have in respect thereof. Upon the reasonable request of the Employer, the Employee shall execute, acknowledge and deliver any instrument or document reasonably necessary or appropriate to give effect to this section and, at the Employer's cost, do all other acts and things reasonably necessary to enable the Employer to exploit the same or to obtain patents or similar protection with respect thereto.

- VI. **Public Statement and Commitment** – The Consultant, and the Firm if the Consultant is engaged through a firm, shall act discreetly and refrain from making public statements about the Services or any of Clean Air Asia projects without Clean Air Asia’s prior written approval. The Consultant, and the Firm if the Consultant is engaged through a firm, has no authority to commit Clean Air Asia in any capacity and shall make this clear as circumstances warrant. The Consultant should refrain from any political activity involving the assignment or in the country where the project takes place during the Term of Engagement. When needed, the Consultant may be provided with business cards to indicate its advisory role, but shall not take any action, which may imply that the Consultant is a staff member of Clean Air Asia.
- VII. **Disclosure of Information** – All materials produced or acquired under the terms of the appointment shall remain the property of Clean Air Asia. Furthermore, Clean Air Asia retains the exclusive right to publish or disseminate reports arising from such materials.
- VIII. **Equipment** – It is agreed that the Consultant, unless otherwise pre-agreed by Clean Air Asia, shall use, his own computing tools, laptop or notebook for performing the Services.
- IX. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as establishing any relationship other than that of independent contractor between Clean Air Asia and the Consultant, or the Firm if the Consultant is engaged through a firm.
- X. **Subcontracting** – The Consultant, and the Firm if the Consultant is engaged through a firm, shall not assign or sub-let the Contract or any part of it without Clean Air Asia’s prior written consent for an approved sub-contract.
- XI. **Unusual Incidence** – The Consultant shall report immediately to Clean Air Asia any accident involving personal injury or property damage during the Term of Engagement. The Consultant shall also report to Clean Air Asia immediately any circumstances which might hinder or prejudice performance of the Services.
- XII. **Suspension; Termination of Contract**
- a. Clean Air Asia may suspend performance of the whole or part of the Contract, or the disbursement of funds hereunder, for a period as the Clean Air Asia deems necessary if Clean Air Asia determines that a condition has arisen which, in the reasonable opinion of Clean Air Asia, interferes, or threatens to interfere, with the effective carrying out of the assignment or accomplishing the Services for a specified period of time not to exceed thirty (30) working days; notwithstanding the above, this Contract may be terminated by Clean Air Asia:
- i. upon the expiration of a period of time of not less than 15 (fifteen) calendar days after written notice of its intention to terminate has been given to the Consultant; or
  - ii. immediately, if Clean Air Asia determines that the Consultant, or the Firm if the Consultant is engaged through a firm, has engaged in unethical behavior, or corrupt or fraudulent practices.
  - iii. immediately, if Clean Air Asia determines that the Services to date are so deficient as to demonstrate that the Services cannot be satisfactorily performed.
- b. The Consultant, or the Firm if the Consultant is engaged through a firm, may terminate the Contract if there are circumstances beyond the Consultant’s reasonable control which make it impossible to carry out the Services. Consultant must substantiate such reasons in writing and Clean Air Asia must accept the justification in order that such a termination can occur. Upon Clean Air Asia’s confirmation in writing, or the failure of Clean Air Asia to respond to such submission of justification within fifteen

(15) days from receipt, the Consultant shall be relieved from performing the Services and this Contract shall be terminated.

- c. Termination Procedure - Upon termination of the Contract or Clean Air Asia giving such notice, the Consultant, or the Firm if the Consultant is engaged through a firm, shall immediately bring the Services to an orderly close and reduce expenditures to a minimum. Unless the Consultant's default causes termination, the Consultant, or the Firm if the Consultant is engaged through a firm, is entitled to full reimbursement for costs duly and reasonably incurred prior to the termination date. Reasonable costs for the orderly termination of Services, including return travel by the Consultant, are reimbursable. If termination is occasioned by the Consultant's or the Firms' default, the Consultant, or the Firm if the Consultant is engaged through a firm, or Clean Air Asia as the case may be, shall be entitled to the difference between:
  - i. the costs, direct or indirect, the Consultant or the Firm incurs in the performance of the Services up to the date of termination; and
  - ii. the aggregate of all sums Clean Air Asia paid to the Consultant or the Firm under the Contract.

XIII. **Entire Agreement and Contract Amendment** – The Contract as amended from time to time under the foregoing provisions supersedes all prior arrangements whether written or oral, expressed or implied. The amendment, whether partly or wholly, of any of the Contract's terms or conditions shall be valid only if in writing and signed by Clean Air Asia's Executive Director or Deputy Executive Director.

XIV. **Settlement of Disputes**

- a. The Consultant, or the Firm where the Consultant is engaged through a firm, and Clean Air Asia agree that avoidance or early resolution of disputes is crucial for smoothly executing this Contract and completing the assignment. Each party should settle amicably all disputes arising out of or connected with this Contract or its interpretation through the following procedure: each party's authorized representative will examine the matter(s) in dispute and consider available options to resolve such dispute. The parties will seek agreement on the most reasonable option to resolve the dispute and act appropriately to that end.
- b. Any dispute or difference arising out of this Contract or in connection with it which cannot be amicably settled between the parties under (a) above shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under the said Rules. The arbitration shall take place in Manila, Philippines. The resulting award shall be final and binding on the parties and shall replace other remedies. The language of arbitration shall be English and each party shall bear its own costs.