



*Empowered lives.  
Resilient nations.*

## Request for Proposal (RFP)

Ref# RFP/UNDP-TL/2012/02

Date: 12 June 2012

Dear Sir/Madam,

**Subject: RFP for Comprehensive National Risk Assessment and Mapping in Timor-Leste**

You are requested to submit a proposal for **Comprehensive National Risk Assessment and Mapping in Timor-Leste**, as per enclosed Terms of Reference (TOR).

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

- i. Instructions to Offerors ..... (Annex I)
- ii. General Conditions of Contract..... (Annex II)
- iii. Terms of Reference (TOR)..... (Annex III)
- iv. Proposal Submission Form .....(Annex IV)
- v. Price Schedule .....(Annex V)
- vi. Content list .....(Annex VI)

3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **Tuesday 3<sup>rd</sup> July 2012 16:00hrs local time**.

**Operations Manager – UNDP Timor-Leste**

**Attention: Ms. Ermira Basha**

**UN House, Caicoli Street, Dili, Timor-Leste**

**Telephone: +670-331 2481; Fax: +670-331 3534**

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Please contact [procurement.staff.tp@undp.org](mailto:procurement.staff.tp@undp.org), (office landline: +670-390-3312482; fax: +670-390 3312408) for more information during the bid period.

5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,



Noura Hamladji  
Deputy Country Director  
Programme and Operations  
UNDP in Timor-Leste

**Annex I**  
**Instructions to Offerors**

**A. Introduction**

**1. General**

The company will create an evidence base of the risks facing to the country to feed into national and sector development plans; and to generate baselines for formulating long-term DRM policy, framework and law and programmes in Timor-Leste. In addition, the company will work closely with the National Directorate for Disaster Management of the Ministry of Social Solidarity under technical oversight of the project International Chief Technical Advisor.

**2. Cost of proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

**B. Solicitation Documents**

**2. Contents of solicitation documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

**4. Clarification of solicitation documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

**5. Amendments of solicitation documents**

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

**C. Preparation of Proposals**

## 6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

## 7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

## 8. Proposal form<sup>1</sup>

The Offeror shall structure the operational and technical part of its Proposal as follows:

### (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

### (b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

### (c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

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<sup>1</sup> A list of content is presented in Annex VI

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

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

#### 9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

#### 10. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency.

#### 11. Period of validity of proposals

Proposals shall remain valid for sixty (90) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

#### 12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "**Original Proposal**" and "**Copy of Proposal**" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

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

#### 13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

#### D. Submission of Proposals

#### 14. Sealing and marking of proposals

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

(a) The outer envelope shall be:

- addressed to –

**Operations Manager  
UNDP Timor-Leste  
UN House, Caicoli Street, Dili.**

and,

- marked with –

**“REP: Comprehensive National Risk Assessment and Mapping in Timor-Leste”**

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “**Original**” and “**Copy**”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

#### 15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **Tuesday 3 July 16:00hrs local time.**

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

#### 17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

### **18. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### **19. Clarification of proposals**

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

### **20. Preliminary examination**

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

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

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

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

### **21. Evaluation and comparison of proposals**

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1100 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the Price Schedule of all Offerors, who have attained minimum 70% score in the technical evaluation, will be compared and given, weighted points. Final combined score of each Offeror will be on the basis of combined evaluation of technical score weighting 70% and the financial score weighting 30%. The contractor will be awarded to the Offeror obtaining the highest combined technical and financial score.

## Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise and reputation of Firm / Organisation submitting Proposal	40%	280					
2.	Proposed Work Plan and Approach	30%	210					
3.	Personnel	30%	210					
<b>Total technical point</b>			<b>700</b>					
4	<b>Financial Proposal</b>		<b>300</b>					
<b>Grand Total</b>			<b>1000</b>					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability) (Arbitration history if any)	14					
1.2	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	28					
1.3	Quality assurance procedures, warranty	28					
1.4	Relevance of: - Specialized Knowledge and experience in conducting comprehensive risk assessment and mapping and adapting	210					

	<p>outputs and results by government (s), development agency (ies) at national or regional levels</p> <ul style="list-style-type: none"> <li>- Excellent and proven track record of previous work with the Government of Timor-Leste and its affiliated organizations and agencies in conducting assessments and producing maps</li> <li>- Working experience with UNDP/ major multilateral/ or bilateral development programmes</li> </ul>						
		<b>280</b>					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Proposed Work Plan and Approach</b>							
2.1	Is the proposal based on a context analysis of the project and was this analysis properly used in the preparation of the proposal?	75					
2.2	Is the scope of task well defined and address in sufficient details does it correspond to the TOR?	50					
2.3	Is the presentation clear and is the sequence of activities and the planning and timeframe logical, realistic and promise efficient implementation to the project?	50					
2.4	Has the proposed workplan adopted appropriate approach to engage with a suitable local institution	35					
		<b>210</b>					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
3.1	Team Leader/Chief Technical	55					
	Sub-Score						

	General Qualification		55						
	-Education	5							
	-Relevant past experience in hazard and risk assessment	25							
	-Team Management Experience	10							
	-Past experience with UN agencies particularly UNDP and any other development agency and the Government of Timor-Leste	10							
	-Language ( Tetum, Bahasa, Portuguese)	5							
			55						
3.2	Hydro-meteorologist			30					
			Sub-Score						
	General Qualification		30						
	-Education	5							
	-Relevant past experience in hydro-meteorological assessments	15							
	-Past experience with UN agencies particularly UNDP and any other development agency and the Government of Timor-Leste	5							
	-Language ( Tetum, Bahasa, Portuguese)	5							
			30						
3.3	Seismologist			30					
			Sub-Score						
	General Qualification		30						
	-Education	5							

	-Relevant past experience in seismological studies and professional experience in hazard and risk assessment	15							
	-Past experience with UN agencies particularly UNDP and any other development agency and the Government of Timor-Leste	5							
	-Language ( Tetum, Bahasa, Portuguese)	5							
			30						
3.4	Structural Engineer			25					
			Sub-Score						
	General Qualification		25						
	-Education	5							
	-Relevant past experience in structural assessments hazard and risk assessment	10							
	-Past experience with UN agencies particularly UNDP and any other development agency and the Government of Timor-Leste	5							
	-Language ( Tetum, Bahasa, Portuguese)	5							
			25						
3.5	Socio-Economist			25					
			Sub-Score						
	General Qualification		25						
	-Education	5							
	-Relevant past experience in socio-economic data analysis and hazard risk assessment	10							

	-Past experience with UN agencies particularly UNDP and any other development agency and the Government of Timor-Leste	5							
	-Language ( Tetum, Bahasa, Portuguese)	5							
			25						
3.6	GIS Specialist			25					
			Sub-Score						
	General Qualification		25						
	-Education	5							
	-Relevant past experience in hazard risk assessments and mapping,	5							
	- Knowledge and skill in GIS and Remote Sensing, GIS4DRM and its applications, info-graphics and design, ArcGIS Desktop, Rastar and Spatial Analyst Extensions, ERDAS Imagine LPS and overall Open Source GIS soft wares	5							
	-Past experience with UN agencies particularly UNDP and any other development agency and the Government of Timor-Leste	5							
	-Language ( Tetum, Bahasa, Portuguese)	5							
			25						
3.7	Field Data Collector and coordinator (2)			25					
			Sub-Score						

General Qualification		20						
-Education	4							
-Relevant past experience and knowledge in data collection for hazard, vulnerability and risk assessment at national, sub-national and local levels	6							
-Past experience with UN agencies particularly UNDP and any other development agency and the Government of Timor-Leste	6							
-Language ( Tetum, Bahasa, Portuguese)	4							
		20						
Total Part 3			210					

## F. Award of Contract

### 22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

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

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

### 24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

### 25. Performance security – N/A

## **Annex II General Conditions of Contract**

### **1. LEGAL STATUS**

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

### **2. SOURCE OF INSTRUCTIONS**

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

### **3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

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

### **4. ASSIGNMENT**

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

### **5. SUB-CONTRACTING**

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

### **6. OFFICIALS NOT TO BENEFIT**

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

### **7. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products

liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

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

## **E. 9. ENCUMBRANCES/LIENS**

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

## **10. TITLE TO EQUIPMENT**

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

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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

execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

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

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

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

## **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. SETTLEMENT OF DISPUTES**

### **16.1. Amicable Settlement**

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

### **16.2. Arbitration**

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

## **PRIVILEGES AND IMMUNITIES**

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

## **TAX EXEMPTION**

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

duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19 CHILD LABOUR**

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

## **MINES**

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

## **OBSERVANCE OF THE LAW**

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

## **AUTHORITY TO MODIFY**

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

## Annex III

### Terms of Reference

#### Comprehensive National Risk Assessment and Mapping in Timor-Leste

## 1. BACKGROUND

Hazards have been historically localized in Timor-Leste. They include floods and landslides, and prolonged dry spells<sup>2</sup>, which impact food availability, insect infestations and diseases, and increase community vulnerabilities. Rainfall patterns are influenced by regional and cyclical climate events such as El Niño and La Niña. Furthermore, the northern and southern coasts are considered high-risk areas for earthquake hazards and associated tsunamis due to their proximity (100 km) to an active sub-duction zone<sup>3</sup>. No major man-made disaster, other than the 2006 conflict, has been recorded so far but this may change with economic and industrial development (e.g. oil installations). While it is virtually impossible to anticipate all potential man-made disasters that could occur at any given moment, the response mechanisms and practicalities to human error or deliberate action are much the same as for natural disasters. The response to the 2006 crisis and the resulting humanitarian situation was a good example that illustrated the importance of a multi-sectoral, coordinated and integrated response, specifically to ensure basic protection to the affected population.

UNDP and the National Disaster Management Directorate (NDMD) have launched the project entitled “Strengthening Disaster Risk Management in Timor-Leste” (2011-2013). The overall objective of the project is to develop national Disaster Risk Management (DRM) capacity at the national and district levels, including in communities vulnerable to natural disasters and climate change. In order to achieve this objective, it was agreed to focus on four key priorities: (i) undertaking a National Multi Hazard Risk and Vulnerability Assessment as a basis for decision-making; (ii) mainstreaming DRM and Climate Risk Management (CRM) in Government sectoral planning; (iii) strengthening institutional and operational mechanisms for the implementation of the DRM Policy; and (iv) expanding community-based disaster risk reduction with special emphasis on promoting women's participation.

In April 2012, the National Comprehensive Hazard Assessment and Mapping was launched under the project and is expected to be completed by end August 2012. Asian Disaster Preparedness Center (ADPC) is contracted by UNDP as the technical service provider.

The current terms of reference will continue the hazard profiling exercise and will focus on the first key priority, which consists of undertaking a national Exposure, Vulnerability and Risk Assessment.

## 2. OBJECTIVE

The objective of this exercise is to create an evidence base of the risks facing to the country to feed into national and sector development plans; and to generate baselines for formulating long-term DRM policy, framework and law and programmes in Timor-Leste. The specific objectives of this exercise include:

- To identify and assess the exposure of people, property, critical facilities, infrastructure, and economic activities to the natural hazards.

<sup>2</sup> Refer to Timor-Leste DesInventar database at [www.desinventar.net/DesInventar/index.jsp](http://www.desinventar.net/DesInventar/index.jsp).

<sup>3</sup> Pacific Climate Change Science Program (2010). Climate, climate variability and change in Timor-Leste; and Section 1.2 of the National Disaster Management Policy (2008).

- To assess the potential damage to the identified elements at risk with reference to expected hazard intensities.
- To create a national multi-hazard risk profile in terms of hazard and sector to be used for identifying priorities for national disaster risk reduction strategies. Risk should be expressed as potential losses (human and financial) rather than relative levels of risk.

### 3. SCOPE AND CONTEXT

#### 1. Multi-hazards

- Build upon / collection of hazard zoning maps and plausible hazard event scenarios for the major hazards prevailing in Timor-Leste, i.e. wind storms, floods, droughts, landslides, coastal erosion, forest fires, tsunamis, and earthquakes.

*Note: All event scenarios should be built for the predefined return periods, i.e. 25, 50, 100, 200, 500, 1000 years in order that all risks are comparable for the various types of hazards.*

#### 2. Inventory of multi-sectoral exposures for the following elements at risk:

- Population in terms of its poverty or vulnerability;
- Buildings in terms of their structure type (wood-framed, concrete-framed, steel-framed, etc. ) and functionality (i.e. residential, commercial, industrial, and public);
- Livelihoods, i.e. livestock, crops, industries (the number, location and extent of exposure);
- Critical facilities, i.e. healthcare (hospitals, clinics, basic health unit, etc.), educational institutions (university, college, school, etc.), warehouses, stockpiles, banks, police stations, fire stations, etc.; and
- Infrastructures, i.e. roads, bridges, airports, ports, railways, dams, telecommunication network, power supply, etc.

#### 3. Development of a comprehensive national risk profile, which reflects multi-hazard and multi-sectoral principles. The analysis unit for risk aggregation is proposed to be the sub-district level. Other units of analysis could be also considered in terms of the special requirements of the stakeholders.

#### 4. Identification of national high-risk areas in terms of different hazard type and sectors and relevant disaster risk reduction and response options.

### 4. Key Activities

#### 1. Comprehensive analysis of country situation

- Identify and evaluate hazard and risk assessment studies in both the country and the region;
- Identify all existing data sources and evaluate their availability, accessibility, and quality; identify data gaps and possible solutions to fill these gaps;
- Identify and evaluate Institutional capacity and professional expertise existing in the country;
- Identify existing DRR strategy, action plans, policy, regulations, etc.
- Identify current status and baselines, issues and challenges, national strength and weakness, external support needs in the context of national risk assessment.

#### 2. Collect the already existing data and information of the conducted Hazard Profiling (will be accessible by end August 2012) which followed the steps as follows:

- Analyze environmental background in the context of hazard origins, in terms of global warming, El Niño/ El Niña pattern, sprawling urbanization, and environmental degradation;
  - Catalog historic hazard events, i.e. the physical characteristics of hazards and a determination of various descriptors including sources of threats, magnitude, duration, frequency, probability, extent and intensity field (spatial distribution of intensity);
  - Delineate and characterize hazard-prone areas including hazard zoning;
  - Identify sources of threats, e.g. earthquake epi-centers;
  - Characterize hazards in terms of their frequency and seasonality of occurrence;
  - Develop comprehensive probabilistic hazard/event intensity fields;
  - Identify most plausible event scenarios for the given timeframes.
3. Exposure assessment
- Create comprehensive categorization of the targeted elements at risk (i.e. population, buildings, livelihoods, critical facilities, and infrastructures) in terms of the hazard types selected;
  - Create exposure datasets for relevant elements at risk using GRID method or dasymetric mapping methods;
  - Conduct Quality Assurance and Quality Control for each dataset created.
4. **Vulnerability assessment**
- Create simple hazard intensity-damage relationship based on expert knowledge or derivation from the neighboring countries;
  - Create simple damage-loss algorithms for each category of elements at risk;
  - Identify damage state of the elements at risk by overlaying hazard maps with exposure maps.
5. Risk estimation and profiling
- Calculate probable maximum losses (PMLs) to life, property, livestock, facilities, and infrastructure for each hazard / event scenarios (return period = 25, 50, 100, 200, 500, 1000 years);
  - Profile risk by hazard, district, elements at risk, and timeframe;
  - Create thematic and composite risk maps for relevant timeframes.
6. Identification of high-risk areas and relevant disaster risk reduction and response options
- Identify high-risk areas in the country by mapping the geospatial distribution of risks to different sectors;
  - Propose possible risk reduction solutions in terms of the social-economic situation and public concerns of the country.

*Note: The project will purchase the software (with all GIS applications, extensions, utilities and add-ons). NDMD and UNDP will facilitate access to data where needed from relevant public institutions, UN and commercial institutions respectively. This would include GIS data on buildings including housing, factories, roads, water supply, energy and other infrastructure, agricultural assets, economic activity, and population.*

7. Validation and consultation

- Data and analyses will be validated during roundtable discussions with stakeholders, including CBDRM Working Group and District Disaster Management Committees, UN Agencies and NGOs.

**5. Deliverables**

1. In four weeks time after the start of the work: A synthesis report, including a non-technical executive summary, covering the content as follows:

- A comprehensive well-structured description of national multi-hazard risk profile; highlighting major hazards, risk patterns and their driving factors General patterns of risk; Potential partners
  - A comprehensive inventory of existing data sources, data gaps and associated solutions;
  - Country situation in the context of DRR including risk identification and assessment; Institutional capacities and gaps;
  - Sources of risk information and existing information gaps (academic and scientific institutions, NGOs etc);
  - A set of recommendations for disaster risk reduction and disaster response; and
  - Recommendations for future studies.
2. In 12 weeks time following the start of the work: A set of national risk maps in electronic formats, together with relevant shapefiles, analyzed raster outputs, thematic data layers, data tables, and base maps which are used to produce those maps. All results should be replicated using the delivered data using a Windows-based PC. All shapefiles should include MetaData in a standard format .i.e FGDC (Federal Geographic Data Committee) or ISO (International Organization for Standardization).
  3. In 14 weeks time following the start of the work: A well-structured documentation of all the methodologies used in the study.
  4. In 16 weeks time following the start of the work: A project workshop to disseminating the key findings and explaining the implications.

#### 6. Payment Schedule:

	<b>Deliverable</b>	<b>Time line</b>	<b>Payable</b>
1	The inception action plan including missions to TL agreeable by the UNDP in TL	Upon signature of the contract and submission of the inception plan	10% of the total amount of the contract
2	5.1 above	Four weeks after signing contract	10% of the total amount of the contract
3	5.2 above	12 weeks after signing the contract	50% of the total amount of the contract
4	5.3 above	14 weeks after signing the contracts	20% of the total amount of the contract
5	5.4 above	16 weeks after signing the contract	10% of the total amount of the contract

#### 7. Implementation Approach and Team

The project will be implemented by contracting the services of regional or international entities with proven track record and experience in conducting such assessments. UNDP and the National Disaster Management Directorate will support implementation in terms of facilitating access to information and stakeholders, monitoring progress and providing technical feedback. The project international chief technical advisor will act as the focal point to liaise with the entity.

The implementation team ideally includes the following key professionals:

- Team Leader/ Chief Technical Advisor

- Hydro-meteorologist
- Seismologist
- A structural engineer
- A social-economic scientist
- GIS specialist
- Two field data collectors

## **8. Required qualifications and experience**

- A legally registered company/firm/institution/NGO in any country
- Proven track record of conducting hazard, vulnerability and risk assessment preferably in least-developed countries in South-east Asia
- Working experience with the Government of Timor-Leste and its development partners is an asset.
- Ability to mobilise the team as follows:

### Team Leader/ Chief Technical

1. Master Degree in related sciences fields;
2. At least 10 years of management experience;
3. Experience in working with international organizations in Least Developed Countries preferably in Timor-Leste / South-East Asia is a strong asset;
4. Previous professional experience in hazard and risk assessment;
5. Proven track record of organisational, interpersonal and communication skills needed for effective team management and coordination;
6. Strong record, including experience in preparation, mobilization and monitoring of research projects;
7. Ability to work under pressure in a difficult multi-cultural environment on a wide range of tasks and deliver quality outputs on time;
8. Demonstrated experience in gender equality and women's empowerment is an asset;
9. Good interpersonal skills and ability to communicate;
10. Fluency in spoken and written English is a requirement. Working knowledge of at least one of the following languages: Tetum, Portuguese or Indonesian is an asset.

### Hydro-meteorologist

1. Master Degree in hydro-meteorology or related fields;
2. At least 7 years of experience in hydro-meteorology assessments;
3. Experience in working with international organizations in Least Developed Countries preferably in Timor-Leste / South-East Asia is a strong asset;
4. Previous professional experience in hazard and risk assessment;
5. Ability to work under pressure in a difficult multi-cultural environment on a wide range of tasks and deliver quality outputs on time;
6. Good interpersonal skills and ability to communicate;
7. Fluency in spoken and written English is a requirement. Working knowledge of at least one of the following languages: Tetum, Portuguese or Indonesian is an asset.

### Seismologist

1. Master Degree in Geology or related fields;
2. At least 7 years of experience in seismology studies;
3. Experience in working with international organizations in Least Developed Countries preferably in Timor-Leste / South-East Asia is a strong asset;

4. Previous professional experience in hazard and risk assessment;
5. Ability to work under pressure in a difficult multi-cultural environment on a wide range of tasks and deliver quality outputs on time;
6. Good interpersonal skills and ability to communicate;
7. Fluency in spoken and written English is a requirement. Working knowledge of at least one of the following languages: Tetum, Portuguese or Indonesian is an asset.

#### A Structural Engineer

1. University Degree in Engineering with at least 7 years of experience in Structural Engineering;
2. Experience in working with international organizations in Least Developed Countries preferably in Timor-Leste / South-East Asia is a strong asset;
3. Previous professional experience in hazard and risk assessment;
4. Ability to work under pressure in a difficult multi-cultural environment on a wide range of tasks and deliver quality outputs on time;
5. Good interpersonal skills and ability to communicate;
6. Fluency in spoken and written English is a requirement. Working knowledge of at least one of the following languages: Tetum, Portuguese or Indonesian is an asset.

#### Socio-Economist

1. Master Degree in Social and Economic Sciences or related fields;
2. At least 7 years of experience in socio-economic analysis;
3. Experience in working with international organizations in Least Developed Countries preferably in Timor-Leste / South-East Asia is a strong asset;
4. Experience in Timor-Leste and/ or the UN is an asset.
5. Previous professional experience in hazard and risk assessment;
6. Excellent socio-economic data analysis and reporting skills;
7. Ability to work under pressure in a difficult multi-cultural environment on a wide range of tasks and deliver quality outputs on time;
8. Good interpersonal skills and ability to communicate;
9. Fluency in spoken and written English is a requirement. Working knowledge of at least one of the following languages: Tetum, Portuguese or Indonesian is an asset.

#### GIS Specialist

1. A Master degree in Geography, Geology, IT or related fields;
2. At least 7 years of experience in mapping, GIS and Remote Sensing Experience;
3. Regional and national knowledge of GIS4DRM and its applications;
4. Experience and knowledge of products and tools of GIS4DRM;
5. Strong visual communication skills, Info-graphics and Design;
6. Previous professional experience in hazard and risk assessment;
7. Strong experience in using ArcGIS Desktop – most importantly Raster Analyst and Spatial Analyst Extensions, ERDAS Imagine LPS – independently perform image analysis, supervised/unsupervised image classifications, knowledge of Open Source GIS softwares;
8. Knowledge of the Planning tool for damage and losses from Natural Hazards (HAZUS), Spatial Decision Support Systems (SDSS) is a strong asset;
9. Fluency in spoken and written English is a requirement. Working knowledge of at least one of the following languages: Tetum, Portuguese or Indonesian is an asset.
- 10.

#### Field Data Collector and coordinator (2)

1. A bachelor degree in Geography, IT, geology, hydrometeorology, social science or related fields;
2. At least three years of experience in data collection for hazard, vulnerability and risk assessment;

3. Regional and national knowledge and experience on data collection for hazard, vulnerability and risk assessment;
4. Strong skills in spread sheets applications for analysis of large amounts of data;
5. Experience and good record in working with the Government of Timor-Leste is an asset;
6. Fluency in spoken and written English is a requirement. Working knowledge of at least of the following languages: Tetum, Portuguese or Indonesian is an asset.



**Annex V**  
**PRICE SCHEDULE**

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

## BUDGET

Items	Units	# of Units	Unit rate in USD	Time Frame				Comments	Total Costs in USD
				Deliverable #1	Deliverable #2	Deliverable #3	Deliverable #4		
				Week 4	Week 12	Week 14	Week 16		
<b>1. Human Resources</b>									
<b>1.1. Salaries of technical staff (incl. mandatory insurance)</b>									
Team Leader	Per day	1							
Hydro-Meteorologist	Per day	1							
Seismologist	Per day	1							
Structural Engineer	Per day	1							
Socio-Economist	Per day	1							
GIS Specialist	Per day	1							
Field Data Collector and Coordinator	Per day	2							
<i>Subtotal Human Resources</i>									

<b>2. Travel</b>									
International	Travel sectors	3							
Transportation within Timor-Leste(13 districts)	Travel sectors	Maximum 13							
Per diem	Daily Substance Allowance	Maximum 50							
<i>Subtotal Travel</i>									

**Annex VI**  
**CONTENT LIST**

The proposal content is supposed to be as follows:

(a) Management plan

a.1. Introduction of the company with key information on its registration, mandate, mission and vision (maximum one page)

(b) Resource Plan

b.1. The Company Orgnogram with number of staff (one page)

b.2. List of all relevant projects in the past in tabular format with information on key partners, total budget, location and web address for cross check

b.3. List of all projects in 2011 (relevant and irrelevant) in tabular format with information on key partners, total budget, location and web address for cross check

b.4. Maximum half page terms of reference for each team member + Resume

(c) Proposed methodology

c.1. The work plan and schedule (maximum two page)

c.2. List of proposed potential partners /contributors into the IP in Timor-Leste (one page)

c.3. Description of quality assurance and warranty arrangements and mechanism for the works (maximum one page)

Attachments:

The reference/recommendation letters /awards, prizes

Audit Report of 2011

**Note: The order and numbering of each section needs to be followed in the presentation. It is recommended to use Times New Roman Font No 11 with normal margins in A4 paper.**