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Request for Proposal (RFP) (Re-advertisement)

Ref# RFP/UNDP-TL/2012/01

Date: 19 June 2012

Dear Sir/Madam,

Subject: RFP for Development and Maintenance of the National Information Portal for Disaster Risk Management and the DRM Project Website

1. You are requested to submit a proposal for **Development and Maintenance of the National Information Portal for Disaster Risk Management and the DRM Project Website**, 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, 10 July 2012, 16:00 hrs local time.**
Operations Manager – UNDP Timor-Leste
Attention: Ms. Noura Hamladji
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, (office landline: +670-390-3312482; fax: +670-390 3312408) for more information during the bid period.

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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 Timor-Leste



Annex I

Instructions to Offerors

A. Introduction

1. General

The company will support in the Development and Maintenance of the National Information Portal for Disaster Risk Management and the Strengthening Disaster Risk Management (DRM) Project Website. The work will serve as a platform for real time knowledge networking, and a mechanism for dissemination, information exchange, coordination, professional resource collection and progress monitoring of DRM related initiatives by the Government of Timor-Leste as well as its international and national development partners such as UN, civil society, private sector, academia and professional bodies. It is expected that the company will deliver based on the deliverables listed in the attached terms of reference. In addition, the company will work closely with the National Directorate for Disaster Management Directorate 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

3. 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 form¹

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

¹ A list of content is presented in Annex VI

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.

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.
Email: bids.tp@undp.org

and,

- marked with –

“RFP: Development and Maintenance of the National Information Portal for Disaster Risk Management and the DRM Project Website”

(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, 10 July 2012, 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 total maximum obtainable points for technical and financial proposal is 1000. 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 700 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					
	Total technical point		700					
4	Financial Proposal		300					
	Grand Total		1000					

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)	28					
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)	14					

1.3	Quality assurance procedures, warranty	28					
1.4	Relevance of: - Specialized Knowledge in research, education and training in IT, knowledge management and computer fields - Past experience of development of at least one approved and up & running national website/IP for a development agency at national or international level - Excellent and proven track record of previous work with Government of Timor-Leste and its affiliated organizations and agencies in development of ICT results - Work for UNDP/ major multilateral/ or bilateral programmes	210					
		280					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
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					
		210					

Technical Proposal Evaluation Form 3				Points Obtainable	Company / Other Entity					
					A	B	C	D	E	
Personnel										
3.1	ICT specialist				70					
				Sub-Score						
	General Qualification			70						
	-Education		7							

	-Relevant past experience	42							
	-Past experience with UN agencies particularly UNDP and any other development agency and the Government of Timor-Leste	14							
	-Language (Tetum, Bahasa, Portuguesse)	7							
3.2	Data collection/upload assistant			49					
Sub-Score									
	General Qualification		49						
	-Education	7							
	-Relevant past experience	28							
	-Past experience with UN agencies particularly UNDP and any other development agency and the Government of Timor-Leste	7							
	-Language (Tetum, Bahasa, Portuguese)	7							
3.3	Web developer			56					
Sub-Score									
	General Qualification		56						
	-Education	7							
	-Relevant past experience	28							
	-Past experience with UN agencies particularly UNDP and any other development agency and the Government of Timor-Leste	14							
	-Language (Tetum, Bahasa, Portuguese)	7							
3.4	Hardware specialist			35					
Sub-Score									
	General Qualification		35						
	-Education	7							
	-Relevant past experience	14							

-Past experience with UN agencies particularly UNDP and any other development agency and the Government of Timor-Leste	7								
-Language (Tetum, Bahasa, Portuguese)	7								
			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

UNITED NATIONS DEVELOPMENT PROGRAMME

Technical Terms of Reference

Request for Proposal

Post Title:	Development and Maintenance of the National Information Portal for Disaster Risk Management and the DRM Project Website
Duty Station:	Dili, with some travel to the field (at least two trips to Bobonaro and Lautem and any other Districts Disaster Operations Center yet to be established in five regions, total 5 districts trips, each maximum three working days)
Duration:	100 working days of the whole team in the period One (1) year (extendable as per Long Term Agreement and UNDP rules and regulations)
Application deadline:	09 July 2012
Expected start date:	23 July 2012
Contract Modality:	Company/Institutional Contract
Project:	Strengthening Capacities for Disaster Risk Management in Timor Leste

Background:

Due to its location, topography, and vulnerability to cyclic climatic events (ENSO oscillations), Timor-Leste faces high levels of risks associated with natural hazards. Every year, the country suffers from localized events including, floods, landslides and strong winds. Vulnerable communities have borne the impacts of such natural hazards, which often exacerbate food insecurity. Due to its proximity to an active subduction zone, the country is also prone to earthquakes and tsunamis, which could significantly affect the lives of people and have an enormous impact on economic and social infrastructure.

However, disaster risk reduction is relatively a new concept to the development players in Timor-Leste. Knowledge on DRR exists in Timor Leste at some limited extent but it is being produced and handled by various DRR actors and sharing, access and coordination among them and with the public has been a challenge for the National Disaster Management Directorate (NDMD) as the coordinating institute for DRR.

As per the National DRM Policy that was prepared by the Secretary of State for Social Solidarity and Natural Disasters, Ministry of Social Solidarity, and was approved by the Council Ministers in 2008, NDMD is responsible for the function of maintaining and developing a National Disaster Risk Management Information System (page 26 of the DRM Policy March 2008).

UNDP, upon the request of the National Disaster Management Directorate (NDMD) has decided to support and facilitate the development and deployment of web-based IT system and tools called **National Information Portal (IP) for Disaster Risk Management (DRM)**. It provides a platform for real time Knowledge Networking, and a mechanism for dissemination, information exchange, coordination, professional resource collection and progress monitoring of DRM related initiatives by the Government as well as its international and national development partners such as UN, civil society, private sector, academia and professional bodies. Moreover, the National Action Plan for Adaption to Climate Change (NAPA) Project Profile Four area propose promotion of NDMD-led coordination and information sharing for DRM and climate risk reduction (CRR) with key ministries and at district level, including early warning and response.

Therefore, NDMD and UNDP joint project entitled; Strengthening Capacities for Disaster Risk Management (2011-2013) has envisaged outsourcing technical services of an IT specialist company) in order to provide

required solid and substantive inputs to the national partner agencies for establishment of the IP for both DRM and CRR.

Objectives:

- To facilitate capturing and dissemination of information about DRM and CRR among stakeholders including public through various networks.
- Coordination between Government- Agencies- Partners- Institutes.

Specifications of the IP:

- Moderated access and facilitation.
- Programme monitoring and methodology sharing tools.
- Special Member's workspace for decentralized content management.
- Powerful search engines.
- Moderated discussion forum for problem solving.
- Document management system.
- Moderated intra network e-mail groups.

The system should have the following features:

1. Information Management and sharing:

The key element of the output will be to collect and consolidate existing information on disaster risks from a range of dispersed institutions through developing an information hub.

In order to enhance the information sharing and management of the knowledge generated in these institutions, it is highly essential to closely knit the organizations/ institutions and moreover people. The network of these institutions will create a common platform and enable its stakeholders and people to capture, organize, share and reuse the knowledge generated in the area of disaster management and CRR. The network will use various tools to connect the Government, Institutions and people. The information and knowledge will be transferred to public via media actors such as TVTL, radio etc.

Once collected, this information will be housed in and disseminated through the IP, which links local, intermediate, national and international partners in risk reduction and CRR.

This IP will provide partners, stakeholders, agencies and Governments with various tools and services to analyze risks respond to hazards/emergencies and build the capacity of the vulnerable communities.

The NDMD will play the lead role in managing and monitoring the entire network and mobilizing required resources for maintaining and sustaining the system once the UNDP DRM project exit in early 2014.

2. Map-based Resource Inventory:

An online Map-based resource inventory will be set up for rapid and efficient response. This web-enabled resource inventory will list the specialist equipment/ teams/ human resource required for emergency response, as well as the contact information of controlling authority, so that they can be mobilized in the shortest possible time during emergency. The details of the equipment or personnel will be made available on a dynamic map. The access to the inventory could be limited to authorized actors in various civil and armed forces.

3. Disaster Management/CRR Plans/Policies/Acts:

Ensure increased transparency by making a provision of accessibility to various schemes, policies, acts, codes, plans and institutional structures.

4. Disaster Database:

Increase accessibility of the already designed Disaster Inventory System (BDDTL) by the NDMD. This system uses a methodological tool to systematically capture the causes and effects of the disasters in various geographic locations. The tool is based on a relational database structure and a disciplined expert assisted structure for data collection and classification, it permits the homogeneous capture, analysis and graphic representation of geo

referenced information on disaster occurrence and loss. This database can be analyzed to produce spatial and temporal referenced information on disaster occurrence and loss in tabular format, as graphs and as thematic maps, through a user friendly interface and expert assistance, which does not require specialized computer skills.

Overview of Other Possible Links/Contents:

- a. Sectoral Information on all hazards
- b. Disaster Risk and CC Reports
- a. Interactive Maps including:
 - ✓ Districts, Aldeia and Sucos Profiles (including information on risk, vulnerability to the eight most common hazard profiles plus information on completed, ongoing DRM/CBDRM/CRR projects/plans and contact information)
- c. Who Where What Database and Map
- d. Links to profiles/logos of key donors, partners and stakeholders
- e. Disaster Management Contact Directory
- f. Funding mechanisms and pipeline projects and proposals
- g. Monitoring and evaluation (frameworks, tools, reports and standards)
- h. Information Center (Assessments, Situation Reports, Weekly/Daily Updates, Notice Board, Early Warning System)
- i. Events Calendar (meetings, workshops, trainings, presentations)
- j. Summary of meeting notes (key decisions, next steps etc)
- k. Disaster Management for Kids
- l. Disaster Management for Teachers
- b. Do's and Don'ts Before, During and After Disasters for public
- c. Knowledge resources (tools, guidelines, studies, reference documents/events)
- d. Document Library
- e. Thematic Discussion Forum
- f. Feedback
- g. Quarterly Updates (compiled jointly by DRM Project and NDMD)
- h. Dynamic DRM Project Website (in both Tetum and English Language) including but not limited to the pages as follows: Home, project areas map, news, reports, disaster information, thematic activities as per the programme components, events calendar, networks, document library, monitoring & evaluation, photo gallery, acronyms, contacts and feedback forms

System Architecture:

The IP would enable effective links and communication system between the different Networks, Government, and the district administration.

The system, so developed, should have provision of expansion to other networks, when required, and should be generic in nature so as to be used or replicated for other possible regions.

Tentative Location of IP:

NDMD existing space in the MSS server.

Role of IP developer:

- Preparing the System and User Requirement Study and submitting the same to the UNDP and NDMD for obtaining approval.
- Develop the entire application in open source and open standard technology.
- Developing the ICT tool as per the design specifications and within the timeline prescribed.
- Provide interface in Tetum when the English version is stabilized.
- Host the application in an appropriate web server during the time of development and testing.

- Provide bilingual (English / Tatum) training manual for users of the applications.
- Hand over the source code on completion of the operations to NDMD and UNDP.
- Ideally select and provide a part-time web developer for the period of the project to be based at DRM project office for close consultation and coordination.

Maintenance of the IP content:

IP feature	By	Update Interval
Resource Inventory	NDMD and other DRM actors	Weekly upon any change
Disaster Management Plans/Policies/Acts	NDMD IP Mediators	Weekly Upon any change
Disaster Database	NDMD, NDOC	Weekly upon any disaster event
Maps, risk profiles and reports	NDMD	Quarterly and upon completion
Discussion forum and feedback	NDMD IP mediators	Daily
3W data base, partner profile, Funding Mechanisms and M&E	NDMD IP mediators	Monthly
Information center, contact directory, event calendar, meetings logs	NDMD IP mediators	Daily
Links for Kids, teachers and Public on Do's, Don'ts and KN resources	NDMD and other technical partners	Bi-annually upon review and feed back of senior end-users
Compiled IP Brief Update Notes	NDMD and UNDP	Quarterly
UNDP DRM Project Website	UNDP DRM Project M&E and Communication Officer and CTA	Various depending the applications

The IT company will be responsible for immediate trouble shooting till the IP is stabilized and tested by the end of project.

With UNDP technical support, at least two mediators will be trained in NDMD to run the IP content. NDMD will ensure that require human and financial resources are available to maintain the IP in long run.

The scope of work and next steps:

1. Conduct rapid consultations with relevant government agencies, regional organizations and non-governmental agencies working in Timor-Leste

- ✓ Consult with all relevant stakeholders to define the needs, scope and formulation/conceptualization of the IP applications through the existing inter-ministerial / stakeholders coordination mechanisms (UNDP DRM project and NDMD will provide the list of stakeholders)

2. Based on the consultations design and develop the Timor-Leste National IP for DRM:

- ✓ Identify an appropriate temporary and long-term host location for the IP preferably within the government existing server in MSS

- ✓ Develop technical specifications for IP management and determine how this can be resourced and implemented
- ✓ Identify relevant technical documents for inclusion on the IP [Manuals and SOPs]
- ✓ Identify the resource institutions and collect contents from relevant sources for either inclusion or linkage to the IP
- ✓ Organize training and orientation programme to NDMD mediators and relevant stakeholders for smooth running of the IP programmes
- ✓ Promote partnership with private, corporate, NGOs, Government and other agencies and stakeholders working in the field of disaster management to utilize and contribute to the IP
- ✓ Promote the IP for development and disaster risk reduction agenda during seminars, workshops, consultations and advocacy campaigns in collaboration with various partners and stakeholders

3. Maintain, monitor and evaluate the effectiveness of the information platform.

- ✓ Support NDMD and UNDP in set up/ training of pilot user group for testing the system
- ✓ Contribute into co-organizing the launch workshop
- ✓ Consultation with NDMD CBDRM WG to ensure the IP is to the needs of NDMD and other stakeholders' requirement and on the right track

Management Arrangements and Reporting Requirements:

The service provider will work under overall supervision of the NDMD and DRM Project Manager (PM), with technical supervision of the chief technical advisor (CTA). It will work closely with the project team, particularly the National Project Officer for Communication and M&E and will update the progress.

It will provide the project management (CTA, PM and NDMD Director) with weekly brief updates on the progress of work / challenges / risks and will provide technical reports of each activity and areas of activities in three working weeks upon completion date of the activity (ies). It will also submit a compiled report (not longer than 20 pages) with executive summary (not longer than four pages) on all provided services including analysis of lessons learned and recommendations for next courses of the programme in consultation with concerned national stakeholders in Timor-Leste.

The original sources of all developed systems, products and reports under this ToR will belong to NDMD and UNDP and the service provider will not have any right to keep / publish them all or partly in any forum/print material.

Only titles and logos of UNDP Timor-Leste and Government of Timor-Leste will appear on front pages of any reports/products to be developed under the agreement. The title and logo of the service provider will not appear on the front page of the reports/deliverables/IP and website. Such acknowledgement may be made on the inside page of the any report/deliverables upon the written agreement of the NDMD and UNDP DRM project management.

Deliverables:

Expected Output	Timeline of Deliverables							
	2012				2013			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Timor-Leste National DRR IP need assessment report, hard ware and soft ware and content plan agreed with NDMD and UNDP, DRM Project website developed and hosted								
2. Timor-Leste National IP for DRM hosted and established online with at least six trained local mediators and up & running thematic community of practices								
3. Timor-Leste National IP User and Administrator Manuals in Tetum and English								
4. Maintenance of the online up & running IP								

Payments' Schedule:

1. Upon signature of the contract and provision of detailed timeline and inception report: 10% of the total amount of contract
2. First June 2012, upon delivery of deliverables 1 above, 30% of the total amount of contract
3. End December 2012, upon delivery of deliverables 2 & 3 above, 40% of the total amount of contract
4. End March 2013, upon delivery of deliverables 4 and final compiled report along with lessons learned to UNDP: 20% of the total amount of contract

Qualifications:

- ICT specialist company legally registered in Timor-Leste or any other country with representative/agent in Dili
- Past experience of development of at least one approved and up & running national website/IP for a development agency at national or international level
- Past experience in research, education and training in IT, knowledge management and computer fields with well-known national or international institutes, academia, NGOs, private consultancy firms
- Past experience with UN agencies particularly UNDP is an advantage
- Excellent and proven track record of previous work with Government of Timor-Leste and its affiliated organizations and agencies in development of DRR-related results is an asset.

PROPOSAL SUBMISSION FORM

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional services (**Institutional contract on Development and Maintenance of the National Information Portal for Disaster Risk Management and the DRM Project Website**) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We agree to abide by this Proposal for a period of **90 days** from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Dated this day /month of year

(In the capacity of)

23

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

				Time Frame					
Items	Units	# of Units	Unit rate in USD	Deliverable #1	Deliverable #2	Deliverable #3	Deliverable #4	Comments	Total Costs in USD
				Q1	Q2	Q3	Q3/Q4		
1. Human Resources									
1.1. Salaries of technical staff (incl. mandatory insurance)									
ICT specialist (Team Leader)		Per day							
Data collecting/uploading assistant		Per day							
Web developer		Per day							
Hard ware specialist		Per day							

Other (Please specify)		Per day							
Subtotal Human Resources									

2. Travel									
Transportation within Timor-Leste	Travel sectors	5							
Per diem (max 15 days)		15 days							
Subtotal Travel									

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.**