

REQUEST FOR PROPOSALS

Purchase of the Early Warning System Equipment (EWS) including design, operation/upgrade and operation training in the project site.

Project: Strengthening Community Resilience to Climate-induced disasters in the Dili to Ainaro Road Development Corridor – DARC, Timor-Leste

REF: RFP 001/TLS/2016



Empowered lives. Resilient nations.

United Nations Development Programme

February, 2016

Section 1. Letter of Invitation

Dili, Timor-Leste
5 February 2016

Purchase of the Early Warning System Equipment (EWS) including design, operation/upgrade and operation training in the project site, Tender Reference No: RFP 001/TLS/2016

Dear Mr./Ms.

The United Nations Development Programme (UNDP) Office in Dili hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme
UN Agency House, Caicoli Street, P.O Box 008/558 Dili, Timor-Leste
Attention: Ms. Diana Lina Bernardo, Operations Manager, UNDP
Email: procurement.staff.tp@undp.org

The letter should be received by UNDP no later than COB 12 February 2016 at 17:00 local time. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the

invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Diana', is positioned below the 'Yours sincerely,' text.

Diana Lina Bernardo, Operations Manager, UNDP

Section 2: Instruction to Proposers¹

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..

- m) *"Supplemental Information to the RFP"* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *"Terms of Reference"* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or

- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
- 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and

will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical

Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security

shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or

- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as

specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The

corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \\ & \hline & \text{Total Combined and Final Rating of the Proposal} \end{aligned}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may

include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial

nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Strengthening Community Resilience to Climate-induced disasters in the Dili to Ainaro Road Development Corridor (DARC), Timor-Leste
2		Title of Services/Work:	Purchase of the Early Warning System (EWS) Equipment including design, operation/upgrade and operation training in the project site.
3		Country / Region of Work Location:	Timor-Leste
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.

² All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

7	C.22	A pre-proposal conference will be held on:	Not applicable, however, UNDP will accommodate all questions and queries from potential service providers and provide written response in the form Questions and Answers (Q&A) to be sent to all vendors anonymously and publish on UNDP Procurement Notice webpage at http://www.tl.undp.org/content/timor_lesle/en/home/operations/procurement.html Email address for inquiries: procurement.staff.tp@undp.org (Written inquiries only).
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security ³	<input checked="" type="checkbox"/> Others N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<input checked="" type="checkbox"/> Others N/A
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay: 1% Max. no. of days of delay : 14 Calendar days After which UNDP may terminate the contract.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/questions	5 calendar days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ⁴	Procurement Unit Address: UN House, Caicoli Street, P.O Box 008/558 Dili, Timor-Leste. E-mail address dedicated for this purpose: procurement.staff.tp@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email and Posting on the website ⁵ http://www.tl.undp.org/content/timor_lesste/en/home/operations/procurement.html
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : One (1) Copies : One (1)
20	D.23.1 D.23.2 D.24	Proposal Submission Address	UNDP Registry, UN House, Caicoli Street, P.O Box 008/558 Dili, Timor-Leste Attn: Ms. Diana Lina Bernardo, UNDP Operations Manager.
21	C.21 D.24	Deadline of Submission	Date and Time : 29 February 2016 12:00 noon local time (GMT+9)
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Not Applicable
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: 29 February 2016 3:00 PM Venue : UNDP Finn's Conference Room

⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

⁵ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Trade name registration papers, if applicable <input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures <input checked="" type="checkbox"/> Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder <input checked="" type="checkbox"/> Plan and details of manufacturing capacity, if Bidder is a manufacturer of the goods to be supplied <input checked="" type="checkbox"/> Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past three (3) years

			<input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top five (3) Clients in terms of Contract Value the past three (3) years <input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details) <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
27		Other documents that may be Submitted to Establish Eligibility	None
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 15</i>)	<i>Same, see Section C.15 of Instruction to Bidders</i>
29	C.15.2	Latest Expected date for commencement of Contract	30 March 2016
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	The term of contract shall be for 3 years, which shall include a 2-month phase for EWS Supply, Design and Implementation while the remaining 34 months will be allocated for operations and maintenance, tentative contract start and end date: 30 March 2016 to 29 March 2017, renewable subject to satisfactory performance.
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the

			bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; <input checked="" type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available; and <input checked="" type="checkbox"/> Others N/A	
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> <i>Contract signature by both parties</i>	
35		Other Information Related to the RFP ⁶	<input checked="" type="checkbox"/> <i>None</i>	

Evaluation Process and Evaluation Criteria

RFP evaluation methodology will be based on a cumulative analysis scheme where a total score is obtained upon the combination of weighted technical and financial attributes. The weight of the technical proposal – 70% (700 points) and the weight of the financial proposal - 30% (300 points). Total obtainable points–1000 (technical & financial)

Technical proposals must obtain minimum 490 points (70% of 700 points) to proceed to financial evaluation.

The financial proposals will be evaluated according to below formula:

$$\text{Lowest price Offer/price proposal} \times 1000 \times 30\%$$

⁶ Where the information is available in the web, a URL for the information may simply be provided.

Technical Evaluation Table

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	15%	150
2.	Proposed Methodology, Approach and Implementation Plan	30%	300
3.	Management Structure and Key Personnel	25%	250
Total			700

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organisation and Staff (Competence / Reliability) Established more than 5 years <i>Established more than 5 years (10 marks for over 5 years establishment, 5 marks for 5 to 10 years, additional 5 marks for further evidence provided)</i>	20
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). <i>(20 marks for company with annual turnover between USD 500,000 to USD 1,000,000, another 20 marks above USD1,000,000; 5 marks for minimum 20 staff with relevant qualifications, additional 5 marks for staff more than 20 staff).</i>	50
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.)	10
1.4	Quality assurance procedures, warranty (10 marks for positive references from previous clients; 10 marks for additional evidence provided e.g. insurance coverage).	20
1.5	Relevance of: - Experience on similar programme/projects (30 marks); - Experience on Projects in the Region (10 marks); and - Work for UNDP/ major multilateral/ or bilateral programmes (10 marks)	50
		150

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	50
2.2	Have the important aspects of the task been addressed in sufficient detail?	30
2.3	Are the different components of the project adequately weighted relative to one another?	20
2.4	Is the proposal based on a survey of the project environment and was this data input	30

	properly used in the preparation of the proposal?	
2.5	Is the conceptual framework adopted appropriate for the task?	50
2.6	Is the scope of task well defined and does it correspond to the TOR?	70
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50
		300

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Task Manager	Sub-Score	
	(Minimum holds a Bachelor Degree in relevant area with at least 7 years of experience in implementing similar projects)		100
3.2	Additional Expertise (provided either through Task Manager or Team Members)		150
	Suitability for the Project		
	- Regional and International Experience	15	
	- Training Experience	40	
	- Professional Experience in the area of specialization (EWS for floods, landslides, fire and heavy wind)	80	
	- Language Qualifications (English is mandatory and knowledge and ability to speak Tetun or Bahasa Indonesia or Portuguese)	15	
	Total Part 3		250

Section 3: Terms of Reference (TOR)

A. PROJECT TITLE: Strengthening Community Resilience to Climate-induced disasters in the Dili to Ainaro Road Development Corridor, Timor-Leste

B. PROJECT BACKGROUND:

Timor Leste is vulnerable to floods, earthquakes, fire, strong winds and landslides. Early Warning Systems (EWS) are an essential and cost-effective component of disaster preparedness and response strategies.

Therefore, four EWS will be implemented in the project area addressing these four different hazards, floods, landslides, strong winds and forest fires. In order to successfully implement these systems, several equipment and systems are needed, such as water level sensors, automatic weather stations, upgrade of existing rain-gauges, extensometers, sirens, remote siren system and associated data management and visualisation systems.

In the sections below, all the required equipment and its associated specifications will be described. It should be noted that the all the equipment should be connected to the same data management and visualisation system to be deployed in the premises of the project beneficiary.

Price evaluation is based upon total costs: total price for all requested goods and services, and freight charges.

C. TECHNICAL SPECIFICATIONS, SCOPE OF SERVICE AND EXPECTED OUTCOME

C.1 TECHNICAL SPECIFICATIONS (Equipment and Software)

The technical specifications for the Equipment and Software are divided into the following four (4) major subsystems, which are also represented as Lots for purposes of the price schedules, for the observation and generation of weather, hydrological and land information:

- a. Current Conditions Network – A network of automatic weather stations (AWS), upgrade of existing stations, hydrological stations and extensometers reporting real-time current conditions to the National Meteorological and Hydrological Service

(NMHS) and the National Disaster Operation Centre (NDOC) of in Timor Leste and the physical infrastructure, data processing systems, and operational services, including telecommunications, required to ensure reliable, accurate, and consistent data delivery.

- b. Weather Forecasting Solution – A software solution or data service that can receive data from the Current Conditions Network, or other similar pre-existing data sources, as well as other regional and international weather and climate data streams, to deliver medium-range (1-10 day) forecasts of cities, towns, districts, and villages to the NMHS, NDOC and the public.
- c. Data Display System – A web browser-based weather and climate observed data and forecast visualization tool that can receive information from the Current Conditions, and Weather Forecasting Solutions, as well as other sources such as satellites, and enables alert customization and display at the NMHS, NDOC and/or other national agencies.
- d. Alert System – A siren and a remote siren system to be implemented in NDOC. The sirens will be implemented in the four selected communities within the Dili-Ainaro road corridor. The remote siren system will be implemented in NDOC premises.

The EWS also requires suppliers of the above systems to provide an array of additional professional services in order to ensure their proper implementation, operation, maintenance, and the development of NMHS capacity over the contract period. These professional services are defined in the following two sections:

- e. EWS Design and Implementation Services – In coordination with the NMHS and/or its infrastructure partner(s), the EWS supplier will execute and manage the final observation network design and implementation as well as provide initial operator and maintainer training on the total system to NMHS staff and infrastructure partner(s) prior to final acceptance.
- f. EWS Operation, Upgrade, and Maintenance Services – In coordination with the NMHS and/or its infrastructure partner(s), the EWS supplier will provide the ongoing services required to ensure that reliable and accurate data continues to be generated throughout the contract period, to include communication services, annual software updates and annual review and update training for operators and maintainers.

a. **Current Conditions Network**

This section will define the functional and technical specifications of the solutions required to

monitor the current conditions across the requesting Country/Region. A network of Automatic Weather Stations (including the upgrade of existing rain-gauges), water level monitors and extensometers will be purchased and installed on mobile telecommunications towers, stand-alone towers and mounts, and/or other third- party infrastructure. The networked equipment will report meteorological, hydrological, land and housekeeping data back to the NMHS, NDOC, and/or other national agencies via the mobile telecommunications network in real-time into either existing or procured Weather Forecasting Solutions and Data Display Systems.

Several primary subsystems (instruments) are required to deliver the Current Conditions Network – the Automatic Weather Station (AWS) Hardware, the upgrade of existing rain-gauges (to telemetry capacities), the water level sensor hardware, the extensometer hardware, the data collection and transmission unit (and the Current Conditions Data Management Solution (CCDMS).

The number of instruments is stated in the table below.

Instruments	Units Required
Automatic Weather Stations	6
Upgrade of existing Stations	10
Water level monitoring sensors	2
Extensometers	2

1. Automatic Weather Station (AWS) Hardware. AWS installations shall be equipped with the Basic Weather Sensors identified in Section 1.1.
 - 1.1. Basic Weather Sensors. Each AWS will contain a set of sensors that monitor and report the following weather parameters with the ranges and accuracies specified:
 - 1.1.1. Air temperature. Range: -20 to +50 degrees C. Accuracy: +- 0.3 degrees C.
 - 1.1.2. Wind speed. Range: 0-60 m/sec. Accuracy: +- 5% RMS of the reading.
 - 1.1.3. Wind direction. Range: 0-359 degrees. Accuracy: +- 5 degrees.
 - 1.1.4. Air pressure. Range: 300-1100 hPa. Accuracy: +- 0.5 hPa.
 - 1.1.5. Relative humidity. Range: 0-100%. Accuracy: +- 3%.
 - 1.1.5. Precipitation. Range of 0 to 150 mm/hr and accuracy of +- 10%.
 - 1.1.6. Soil moisture. Range: 0-100% saturation. Accuracy: +- 2%.
 - 1.2. AWS packaging. All weather sensors in section 1.1 shall be packaged into a single, all-in-one unit and function without the need for moving parts with one exception:
 - 1.2.1. The precipitation sensor from Section 1.1.7 may be a tipping bucket gauge with moving parts.
2. Upgrade of existing rain-gauges: it is recommended that existing raingauges / weather stations in Timor Leste in the Project Area are upgraded to support telemetry capabilities. Most of the stations in the Project Area are Hobo weather stations. Thus, the telemetry components to be acquired should comply with this type of stations.

- 2.1. The telemetry system (GSM Modem) should have the following specifications:
 - 2.1.1. Weather Station compatibility: Compatible with Hobo weather stations
 - 2.1.2. Frequency: 900MHz and 1800MHz (EGSM Dual Band) Minimum
 - 2.1.3. HF Output max: 2W Class 4 at 900MHz and 1W Class 1 at 1900MHz
 - 2.1.4. SIM Card: 1.8V or 3V
 - 2.1.5. Power Supply: 6V....30V DC
 - 2.1.6. Operating temp.: -30°C ...+60°C

3. Water level monitoring sensor (Radar Sensor) Hardware. The proposed instrument must accomplish the following characteristics: Standard precision instrument for the measurement of water levels, Suitable for remote sensing application, Low power consumption, Temperature compensation, GSM-GPRS Model to transfer data to Telecommunication service. Water level monitoring sensor installations shall have the specifications identified in Section 3.1.
 - 3.1. The water level monitoring radar sensor should have the following specifications:
 - 3.1.1. Range: 0- ≥ 20 meters
 - 3.1.2. Operation Principle: Pulse
 - 3.1.3. Accuracy: ± 0.01m
 - 3.1.4. Protection Class: IP66 min
 - 3.1.5. Output: 4...20mA/ 0.4 – 2v
 - 3.1.6. Sensitivity: 0.001m
 - 3.1.7. Power supply: Nominal 12V DC 9....15 VDC
 - 3.1.8. Operating temp: -20°C to +60°C
 - 3.1.9. Interface: RS-485

4. Extensometer Hardware. The digital extensometer should have the following features: Auto-monitoring, Event trigger method, If any displacement over a threshold occur, sirens should be activated and SMSs should be sent, Possibility of adjusting trigger thresholds, Wire extensometer, Pulse mode transmission of displacement, GSM-GPRS Model to transfer data to Telecommunication service, Network Software with data collection function. Extensometer installations shall have the specifications identified in Section 4.1
 - 4.1. The digital extensometer should have the following specifications:
 - 4.1.1. Type: Constant torque spring loaded or similar
 - 4.1.2. Measuring Range: At least 4m
 - 4.1.3. Resolution: 1 mm
 - 4.1.4. Accuracy: ± 0.1 % F.S.
 - 4.1.5. Pulse signal: 20 ms pulse for every 1mm increment / decrement or similar
 - 4.1.6. Output : Absolute Serial Data String
 - 4.1.7. Wire tension: 1.5kg

4.1.8.Measuring Cable: Nylon-coated stainless steel

4.1.9.External tension wire: 40m length

5. Data Collection and Transmission Unit (DCTU – for all the equipment described above)

5.1 The DCTU shall receive, store, and transmit Current Conditions data to the Current Conditions Data Management System (CC DMS; defined further below).

5.2 The DCTU shall store not less than 7 days of observation data if communication services have been compromised. Upon restoration of service following a communications outage, the DCTU shall be able to transmit the data collected during the outage to the CC DMS. The data stored in the DCTU shall be locally accessible for maintenance and other purposes.

5.3 The DCTU shall contain sufficient onboard battery power to record data when the primary power sources have been compromised. The DCTU shall have the capacity to automatically switch back and forth between the primary power source and the onboard battery backup power source without loss of data or manual intervention.

5.4 The DCTU shall allow for remote control and firmware updates.

5.5 The DCTU shall allow for the connection of one or more of the additional sensors (see sections above for ranges and accuracy).

5.6 The DCTU shall be able to transmit data to the CCDMS three different ways: real-time data streaming, data store & forward, and data pull from the CCDMS.

5.7 The DCTU shall be packaged, enclosed, or encased in a weatherproof housing.

6. Installation Hardware

6.1 The proposer, or its local partner(s), shall provide all hardware required to mount all the equipment.

6.1.1 All support arms for sensor mounts shall be manufactured using anodized aluminium or galvanized steel and be fitted to the tower- scaffold by means of stainless steel and/or hot galvanized clamps and stock of screws.

6.1.2 All cables used by the solution shall be UV proof.

6.2 The proposer, or its local partner(s), shall provide all equipment required to enable all the equipment to communicate with the CCDMS.

6.3 The proposer, or its local partner(s), shall provide all equipment necessary to properly ground and protect all the equipment from lightning damage.

6.4 The proposer, or its local partner(s), shall provide all equipment necessary to protect all the equipment from vandalism or theft.

7. Current Conditions Data Management System (CCDMS)

7.1. Data Input, Processing, Storage, and Output

7.1.1.The CCDMS shall receive, process, and data from the network of the required number of AWSs, water level sensors, extensometer and the DCTU, allowing for expansion of the network at a later date.

7.1.2.The CCDMS shall store the following weather and climate data parameters (at a minimum):

7.1.2.1. AWS parameters

- Current temperature at the sensor
- High temperature for the day
- Low temperature for the day
- Rate of temperature change
- Current wind speed
- Current wind direction
- Average wind speed
- Highest wind gust for the day
- Wind chill
- Daily rainfall accumulation
- Monthly rainfall accumulation
- Annual rainfall accumulation
- Rainfall rate per hour
- Maximum rainfall rate per hour
- Current Barometric pressure
- Current Barometric pressure rate
- Maximum barometric pressure for the day
- Minimum barometric pressure for the day
- Relative humidity
- Relative humidity change rate
- Maximum relative humidity for the day
- Minimum relative humidity for the day

7.1.2.2. Water Level Sensor parameters

- Maximum water level for the day
- Minimum water level for the day
- Water level change rate
- Water level per hour

7.1.2.3. Extensometer

- Maximum displacement for the day
- Displacement per hour

7.1.3. The CCDMS shall have the capability to store the following Metadata for each of the equipment reporting sites:

7.1.3.1. Site name in local language of NMHS and English

7.1.3.2. Latitude/Longitude and elevation of the site as determined by GPS and the date, time, and technician's name that recorded the information.

7.1.3.3. Serial Numbers for the instrument sensor(s) and the DCTU, and any changes made in the serial numbers of either piece of equipment over time.

7.1.3.4. Point of Contact information, including mobile phone number and email addresses as available, for the technician assigned primary responsibility for each instrument reporting site

- 7.1.3.5. Panoramic (360°) photos from the instrument site, including views from the ground and at height where the primary wind sensor is installed, together with views of the site showing all the equipment from the four main compass directions. Provision should be made in the metadata base for additional images to be added annually, providing a photographic record of the evolution of the site and its surroundings through time.
- 7.1.3.6. Instrument site characteristics such as building or tower characteristics, roof material, installation location relative to structures, surrounding materials, and colour
- 7.1.3.7. For roof and tower installations: height of structure, height of sensor shelter relative to structure, and height of anemometer relative to structure
- 7.1.3.8. Documentation, by direction, of the closest wind obstructions within 500 meters of the site
- 7.1.3.9. Maintenance performed to the station or sensors during the site visits
- 7.1.4. The CCDMS shall have sufficient storage capacity to record data observations at fifteen (15) minute intervals from all instrument sites for at least ten (10) years beginning from the initial installation.
- 7.1.5. The CCDMS shall have a defined and documented Application Programming Interface (API) that allows for the input of digitized weather and climate observation data from other observation sites or AWS networks.
- 7.1.6. The CCDMS shall have a defined and documented API that makes the weather and climate data available in real-time for ingesting into the Weather and Climate Data Display System or other GIS display systems, databases, or applications.
- 7.2. Data Quality Assurance/Quality Control (QA/QC)
 - 7.2.1. The CCDMS shall perform automatic weather and climate data quality assurance / quality control on the data received from each instrument reporting site. That automatic data quality assurance/control process shall include at least the following functions:
 - 7.2.1.1. Range Check: Verification that the observation is within the physical range of the sensor.
 - 7.2.1.2. Step Check: Verification that the change from one observation to the other is within an acceptable range for that data parameter.
 - 7.2.1.3. Climate Check: Verification that the observation is within the acceptable range for the geography and the season.
 - 7.2.1.4. Persistence Check: Verification that the sensor is not reporting the same value over a long period of time.
 - 7.2.1.5. Nearest Neighbour Check: Verification that the instrument site is not reporting data substantially different from those of the nearest five (5) other instrument sites by using data averages over a 24-hour period.
 - 7.2.1.6. Documentation on each of these checks, and their respective ranges, shall be made available to the NMHS and NDOC and become part of the system metadata.

7.2.2. Failure of any sensor or site to pass the automatic QC procedures above shall initiate at least the following actions within the CCDMS:

7.2.2.1. The instrument Site shall be flagged by the CCDMS as having a potential problem, and highlighted as such in a web-browser based interface that can be viewed by the technician or team responsible for the Current Conditions instrument network operation. The suspicious data shall be flagged as such, but retained in the archival data base.

7.2.2.2. The CCDMS shall automatically contact, via email and/or SMS, the field technician responsible for the instrument site in question with a message identifying the cause of the suspicious data.

7.2.2.3. In order to support weather forecasting systems that require a continuous stream of observation data without gaps, the CCDMS shall have the ability to "Gap Fill", which is defined as the process in which substitute pseudo-observations are calculated and filled into the operational database to provide a continuous stream of measurement without gaps. N.B. both the original/flagged suspicious data and the substitute pseudo-observations become part of the archival database.

7.3. CCDMS Architecture

7.3.1. The Primary CCDMS shall enable all the data management, processing, and storage features outlined in sections 7.2.1 and 7.2.2.

7.3.2. The Backup data storage system shall serve solely to provide for the storage of data from the Current Conditions network and need not function as a complete replica of the Primary CCDMS.

7.3.3. The proposer shall furnish all computer hardware and 3rd party software and services required to deliver both the IT systems and the internet cloud-based services for the duration of the contract.

7.3.4. Access to the CCDMS must be provided to NMHS headquarter staff, NMHS field engineering staff, and/or 3rd party network management staff through standard web browser-based software that is accessed via authenticated username/password controls.

7.3.5. Proposers are encouraged to provide pricing for both options but may elect to support only a single option.

b. Weather Forecasting Solution

The service provider will implement a Weather Forecasting Solution (WFS) that will generate and deliver medium-range (1-10 day) forecasts of cities, towns, and villages across the recipient Country/Region to the NMHS, NDOC and the public. The WFS shall use data from the Current Conditions subsystem, when available, as well as other data streams, to improve upon the accuracy of forecast information.

The WFS will deliver point data to the NMHS and NDOC and/or other national agencies and into the Data Display System as it becomes available.

1. The WFS shall produce forecasts for up to 10 cities, towns, districts and villages to be defined by the NMHS and NDOC during implementation phase.
2. The WFS shall provide forecasts for each location for at least the following weather parameters:
 - 2.1. Temperature
 - 2.2. 24hr High Temperature
 - 2.3. 24hr Low Temperature
 - 2.4. Wind Speed
 - 2.5. Wind Direction
 - 2.6. Dew Point
 - 2.7. Cloud Cover
 - 2.8. Thunderstorm Probability
 - 2.9. 1hr Precipitation Probability
 - 2.10. 1hr Accumulated precipitation
 - 2.11. Precipitation Probability Type
 - 2.12. Surface Pressure
 - 2.13. Mean Sea Level Pressure
 - 2.14. Rain Probability
3. The WFS shall provide at least 6 hourly forecast output for the 0 - 10 day forecast period, and hourly forecast output for at least the 0 – 5 day forecast period.
4. The WFS shall provide updates to the forecast at least every one hour.
5. The Weather Forecasting System (WFS) shall use multiple global models from international forecasting centres of excellence, such as the ECMWF, NCEP, UK Met Office and others, as ensemble input to a Model Output Statistical (MOS) algorithm to generate the forecast.
6. The forecast grid resolution size shall be no greater than 12.5km.
7. The WFS shall utilize current conditions and convective storm information, when available from the subsystems, as an input to improve model forecast output, and provide model verification.
8. The proposer shall provide hindcast skill assessments for the WFS.
9. The WFS shall have a defined and documented API that makes the weather forecast data available in real-time for ingest into the Weather and Climate Data Display System or other GIS display systems, databases or applications.
10. WFS Architecture
 - 10.1. The WFS can be delivered as either as an internet cloud-based service or as a server-based system installed at the NMHS and NDOC headquarters facility.
 - 10.2. The proposer must furnish all computer hardware and any 3rd party software or services necessary to ensure the operation of the WFS for the duration of the contract period.

c. Data Display System

The Data Display System (DDS) shall be a browser-based visualization tool that enables the display of

weather and climate information generated from the Current Conditions and Weather Forecasting Solutions and/or other existing or future weather and climate data information sources.

1. The DDS shall enable NMHS and NDOC staff (and other Gov't Agencies) to visualize current and historical weather and climate data, including real-time current conditions, convective storm activity, severe weather warnings, and medium-range forecasts throughout the Country/Region.
2. The DDS shall enable individual user profiles to create custom views and alerts for specific geographic areas and/or data types that are displayed and delivered for their personalized log in.
3. The DDS shall be accessible from any NMHS and NDOC computer or laptop using standard web browser technology and the internet.
4. The DDS shall incorporate Geographic Information System (GIS) principles that aid visualization of weather and climate data in the following ways:
 - 4.1. Local maps, districts, cities, landmarks, populations and other special assets should be displayed on a geographic map with zoom in and zoom out features.
 - 4.2. Multiple selectable layers of different types of weather data shall be able to be viewed on the same map display
 - 4.3. Weather and climate data can be represented as either point, gridded or contour data.
 - 4.4. Using tetum as well as English
5. The DDS shall provide users with a way to visualize at least the following weather and climate information:
 - 5.1. Real-time Current Conditions
 - 5.1.1. All weather and climate data parameters from "Current Conditions" Section 2.1.2 shall be displayed for every AWS site from within the Current Conditions network with latency no greater than 15 minutes.
 - 5.2. Weather Forecasts, as defined in "Weather Forecasting Solution", shall be displayed in graphical as well as tabular form for every city, town, district or village forecasted by the WFS.
 - 5.3. Historical Weather Information, for every instrument site from the Current Conditions network, shall be displayed in tabular and graphical form.
 - 5.4. Alerts
 - 5.4.1. The DDS shall provide a tool that enables each individual user to define specific alerts based on information from an instrument site, or the presence of severe weather in a specific area.
 - 5.4.2. The Weather Alerts shall provide instant notifications to the user when parameters exceed customizable and pre-set thresholds
 - 5.4.3. Notification channels shall include visual, audible, email, and SMS.

d. Alert system

A siren and a remote siren system to be implemented in NDOC. The sirens will be deployed in the four selected communities within the Dili-Ainaro road corridor. The remote siren system will be implemented in NDOC premises.

1. The sirens to be deployed in the four selected communities should have the following specifications
 - 1.1. Sound Pressure Level up to 123 dB (A) / 30 m
 - 1.2. 360° Omnidirectional Sound Propagation
 - 1.3. Possibility of directional Sound Propagation possible
 - 1.4. Modular Siren Head Construction
 - 1.5. Weather-proof Siren Horns
 - 1.6. Use for Pole and Building Installation
 - 1.7. Easy Expansion and Adaption
 - 1.8. 230 V or Solar Power Supply
 - 1.9. Battery power (sirens should be in working condition for at least 48 h without mains power supply)
 - 1.10. Fundamental Frequency 415 Hz / 425 Hz
 - 1.11. At least 10 different alarms
 - 1.12. Ambient Temperature Range -25°C ... +65°C
2. Remote Siren System. A siren system is required to manage and activate remotely sirens in different communities. The remote siren system to be implemented in NDOC should have the following specifications
 - 2.1. Intuitive activation of siren tones, pre-recorded messages and live public address announcements
 - 2.2. User friendly navigation with graphics based interface
 - 2.3. Map based GIS software
 - 2.4. English and tetum language display
 - 2.5. Possibility to assess the status of the connected sirens.
 - 2.6. Comprehensive report and status-log functions
 - 2.7. Windows based.
 - 2.8. Prevention of unauthorized use by password login
 - 2.9. Activation of sirens with key-switch and/or password protection
 - 2.10. Ad hoc selection and grouping of sirens (single, groups or all sirens)

C.2 SCOPE OF SERVICE AND EXPECTED OUTCOME :

In close coordination with the NMHS and NDOC, the proposer is required to *design, deliver, and operate* the EWS for the duration of the contract period. The proposer will operate as the prime contractor, and shall engage local suppliers, such as mobile telecommunications companies or other service providers, for additional services as required to fulfill its obligations to the NMHS and NDOC under this contract.

The term of each contract shall be for 3 years, which shall include a 2-month phase for EWS Design and Implementation while the remaining 34 months will be allocated for operations and maintenance.

e. EWS Design and Implementation

The EWS shall be delivered to the NMHS and NDOC in two distinct phases, each with a deliverable requiring acceptance by the relevant organisation.

1. The Project Plan shall consist of a full network design for the instrument Current Conditions observation network, and
2. The Implementation phase shall consist of the full system installation and training.

The Implementation phase shall not begin until the Project Plan phase has been fully completed, including the final signatures on the Network Design Plans and the Project Management Plans as described below.

Project Plan Phase

1. Network Designs and Hosting Plans

1.1. Current Conditions Network Design and Hosting Plan

1.1.1. The proposer shall conduct an audit of the existing surface observations available within the Country/Region.

1.1.1.1. The audit shall include data available from the NMHS, NDOC or other sources – public or private – which might be obtained for use within the Current Conditions network

1.1.1.2. Meteorological parameters, reporting frequency, site locations, data quality, and data transmission systems shall be investigated to determine any gaps in coverage that should be filled.

1.1.1.3. The proposer shall investigate options for hosting the instrument hardware with third parties, including mobile telecommunications companies, as an input to the final network design recommendation.

1.1.1.4. The proposer shall ensure that sufficient power, including backup power, physical security, and communication services are available to support the recommended network configuration for the duration of the contract. For the sake of clarity, “available” means the proposer must provide, either directly or indirectly, these services for the duration of the contract.

1.1.2. Based on both the meteorological needs and the operational constraints of the area under consideration, the proposer shall recommend the best locations for the Current Conditions

network implementation.

2. The proposer shall produce a project management plan including, at least, the following:
 - 2.1. Timeline: All tasks related to project implementation including network design, installation, training, testing, and acceptance.
 - 2.2. Responsibilities: All parties involved in project implementation, including the proposer, the NMHS, and any other third parties, shall be identified, and their roles and responsibilities specified.
 - 2.3. Acceptance Criteria: The plan shall define system performance criteria that each subsystem must meet in order to achieve an Acceptance status by the NMHS and NDOC.

Implementation Phase

1. Installation

1.1. Delivery

- 1.1.1. Upon receipt of the Customs Clearance Certificate from the UNDP, the proposer shall deliver all goods and materials sourced internationally to the UNDP in the recipient country at a physical address provided by the requestor.
- 1.1.2. The proposer shall not be responsible to pay for customs fees/import duties on the goods and materials delivered to support the EWS.
- 1.1.3. Goods and materials shall be cleared through customs by UNDP.

1.2. Deployment

- 1.2.1. The proposer shall install the Current Conditions network and its associated Data Management System and the Siren System, in accordance with the presented design and project plans.
- 1.2.2. The proposer shall be responsible for all costs associated with any civil works required to install the Current Conditions and the Siren System.
- 1.2.3. The proposer shall install the Forecasting Solution in accordance with the presented design and project plans.
- 1.2.4. The proposer shall install the Weather and Climate Data Display System in accordance with the presented design and project plans.

2. Training

2.1. Current Conditions Network

- 2.1.1. The proposer shall provide 3 days of onsite, formal training session to NMHS and NDOC staff on the technology, systems, and installation procedures required to implement the instrument hardware on the Current Conditions Network.
- 2.1.2. The proposer shall include the NMHS and NDOC field engineering staff on at least two installations of instrument equipment on the Current Conditions network.

2.2. Forecasting Solution

- 2.2.1. The proposer shall provide 2 days of onsite, formal training session to NMHS and NDOC

staff on the methodologies used and the output from the Forecasting Solution.

2.3. Data Display System

2.3.1. The proposer shall provide 2 days of onsite, formal training session to NMHS and NDOC staff on the functionality of the Data Display System.

f. EWS Operation and Maintenance Services

The proposer will be required to ensure that the EWS operates according to the contracted Service Level Agreements (SLAs) as defined here in this section. This operational requirement includes the establishment and maintenance of any third party agreements, and the payment of their financial obligations, to maintain the full functionality of the EWS.

For the sake of clarity, these operational duties include:

1. Site hosting agreements, and any costs incurred to maintain the physical security of the installed network hardware,
2. The main power and any backup power systems required to ensure continuous operation of the network hardware,
3. The communication services required to maintain a continuous flow of data from the network hardware.

The proposer, or a sub-contracted third party, shall be responsible for all hardware, software, and system maintenance requirements, including:

1. All physical site visits, whether preventative or callout,
2. Remote management of the systems used to generate the weather and climate data from all subsystems, and
3. Hardware replacement for any equipment lost or damaged due to malfunction as well as theft.
4. System and software upgrades that become available during the contract period.

Service Level Agreements (SLA)

1. Through the establishment of an operating plan, and any 3rd party infrastructure providers, the proposer shall commit to operate the Current Conditions network under an SLA that ensures the delivery of data from each instrument of 80% availability every month.
2. Through the establishment of an operating plan, and any 3rd party providers, the proposer shall commit to operate the Forecasting Solution under an SLA that ensures the delivery of data with 80% availability every month.
3. Through the establishment of an operating plan, and any 3rd party providers, the proposer shall commit to operate the Data Display System under an SLA that ensures the delivery of data with 80% availability every month.

Hardware and Software Warranty

All network and computer hardware, as well as computer software, provided by the proposer shall have a one-year, no-cost warranty.

The proposer shall provide onsite training services on the following topics every year during the contract period:

1. Installation of the Current Conditions network hardware
2. Operation of the Current Conditions network hardware and CCDMS system
3. Operation of the Forecasting Solution
4. Operation of the e Data Display System

D. INSTITUTIONAL ARRANGEMENT

The proposer will be based in Dili and coordinate the work with the project team and report to the Country Office Management/ Lead Project Manager. The DARDC Project will provide office space for up to 2 staff required during the implementation period. The proposer will provide weekly updates to the DARDC CTA/PM and the Project Director.

The DARDC Project will also provide one pick-up truck for transporting staff and EWS equipment within Dili and to municipalities. However, if a larger truck is required the cost for transport needs to be included in the proposal.

E. DURATION OF THE CONTRACT/WORK

The term of contract shall be for 3 years, which shall include a maximum period of 2 months for EWS Design and Implementation while the remaining 34 months will be allocated for operations and maintenance, tentative contract start and end date: 30th March 2016 to 29 March 2017, renewable subject to satisfactory performance.

Proposals should include an estimate of time needed for installation and testing of all equipment until hand-over to project staff and government staff.

F. DUTY STATION/LOCATION OF WORK

The EWS will be established in Timor-Leste, in Dili and in municipalities of Ainaro and Aileu. The DARDC Project will provide office space for up to 2 staff required during the implementation period.

The DARDC project has completed a design study for this EWS project which is attached. It provides further details about the site locations for the EWS equipment, among other information.

G. QUALIFICATIONS OF THE SUCCESSFUL CONTRACTOR

Proposers have to demonstrate that they have successfully established similar EWS in at least 3 locations, ideally in developing countries, in the past five years. References have to be included in the proposal. Proposals also need to include CVs of all staff who will be included in delivery, installation and maintenance of the EWS equipment. CVs of staff selected for this project need to demonstrate that they can deliver the entire project, including installation and operationalisation of the equipment, training and maintenance.

For a proposal to be considered as technically qualified, it needs to obtain a minimum score of 70%. Only

technical proposals exceeding this score will qualify for evaluation of financial proposals.

Please refer to Evaluation Table for details

H. SCOPE OF PRICE AND SCHEDULE OF PAYMENT

Please refer to Section 7 for Price Proposal form

Payment Schedule

Milestones	Payment
After delivery of all EWS equipment in Dili	30 % of contract value
After installation of all EWS equipment in Dili and municipalities and provision of training to all relevant staff	30 % of contract value
After successful testing of all equipment and hand-over to project and government staff	30 % of contract value
After 1 year of defect liability and maintenance provided.	10 % of contract value

I. RECOMMENDED PRESENTATION OF PROPOSAL

Please refer to Instruction to Bidders, Section C 15 and RFP Section 4, 5, 6 and 7.

J. ANNEXES TO THE PROPOSAL

EWS Design January 2016

This TOR is approved by : [indicate name of Approving Manager]

Signature : _____

Name and Designation: _____

Date of Signing : _____

Section 4: Proposal Submission Form⁷

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- 1) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- 2) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- 3) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- 4) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

⁷ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form⁸

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured		
9. Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation		
10. Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder for their company (not goods), if any		
11. Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures		
12. Plan and details of manufacturing capacity, if Bidder is a manufacturer of the goods to be supplied		
13. Certification or authorization to act as Agent in behalf of the Manufacturer , or Power of Attorney, if bidder is not a manufacturer		

⁸ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Financial soundness: Bidders shall provide documentary evidence, preferably in the form of latest available audited financial accounts proving that the total average annual turnover over each of the last two years exceeded the amount of U\$ 500,000.
15. Previous experience: Documentary evidence of a minimum of 3 purchase orders / contracts awarded and served within the past 3 years proving relevant international experience in supplying the items/services offered in response to this RFP and/or items of similar nature and purpose. At least one of the purchase orders / contracts shall be of an amount above U\$ 100,000. Each purchase order / contract shall clearly indicate the type and quantities of items and technical specifications, contract amount, date, and customer's current contact details for references to be sought.
Statement of Satisfactory Performance from 3 relevant Clients in supplying the items/services offered in response to this RFP and/or items of similar nature and purpose (please refer to section 5, point 16).

Joint Venture Partner Information Form (if Registered)⁹

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Bidders are kindly requested to submit the documentation required in Data Sheet number 26 (DS. no 26)		

⁹ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT
INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION incl. PERSONNEL (20 % of technical scoring)

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include the total number of permanent staff employed by the proposer, and the number of permanent staff in each major division from the proposer's organization chart. For any sub-contractor that constitutes more than 30% of the proposer's financial offer, include the total number of permanent staff employed by that sub-contractor. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2.Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate

experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

1.4 Key Personnel for Training and Installation: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations for the various requested services in the TOR.

SECTION 2 - METHODOLOGY, APPROACH AND IMPLEMENTATION PLAN, INCLUDING TECHNICAL COMPLIANCE WITH EQUIPMENT SPECIFICATIONS (3Ca&b) (80% of technical scoring)

This section should demonstrate the Proposer's responsiveness to the TOR (Terms of Reference) by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1.Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. This section should include the proposer's point-by-point responses demonstrating compliance with the functional and technical specifications from Section 3. Screen shots of software and data/specification sheets for systems and hardware shall be included in the proposer's response where appropriate. **The proposer should note that methodology, approach and implementation plans are allocated 60 % of the technical scoring.**

Please see section on Technical Evaluation on p. 25 & 26 and the applicable scoring ratios.

2.2.Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing in accordance with the requested services in the TOR.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors.

Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5.Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6.Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7.Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8.Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9.Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 4 of this document, if any.

2.10.Technical Compliance- See Table Below: In addition to the full technical proposal for goods and services as described in 2.1, proposers must complete the below compliance/ non-compliance sheet for pass/fail ratings. Sections shaded in blue should be completed

Section 7: Financial Proposal Form¹⁰

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

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

Where requested and available from the proposer, the Price Schedule should include figures for both the purchase and the service options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

Please note that Sections A, B and C will be utilized to conduct the Financial Evaluation. Section D is an additional section which should include indicative or ceiling pricing but will not be assessed as part of the Financial Evaluation. Furthermore it should be noted that at the time of actual requests, additional services such as AWS or LDS site hosting fees, telecommunications, power or physical security may be requested and the Proposer should confirm the ability to provide these services in the Technical Proposal section of the offer.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples. Please complete the areas highlighted in blue.

A. COST OF GOODS – LOT BREAKDOWN: Lots a and d

Equipment			Unit Price applicable	Total Price = Unit Price * Quantity	
a.		Current Conditions Network – indicative items with minimum requirements			
AWS Hardware	a.1	Automatic Weather Station (AWS) All-in-one Sensor (Pricing must include all sensors from the Basic Weather Sensors as defined in section 3 a.1.1)			
Upgrade of existing rain-gauges	a.2	Upgrade of existing rain-gauges (Pricing must include all requirements as defined in section 3C a.2.1)			
Water level monitoring sensor (Radar Sensor)	a.3	Water level monitoring sensor (Pricing must include all requirements as defined in section 3 a.3.1)			
Extensometer Hardware	a.4	Extensometer (Pricing must include all requirements as defined in section 3.a 4.1)			

a.3.	Data Collection and Transmission Unit for each instrument Minimum Specifications: see section 3 a . 7.1				
a.4	Installation Kit: The prices should also include all other miscellaneous equipment expenses needed to establish a functional system at the installation site according to the specifications in Section 3C. 6.1	All hardware required to mount the instruments on an existing cell tower			
		AND/OR: the mast/tower itself and the requisite security fencing, etc if the proposer elects to propose a system that is not cell tower mounted			
d	Alert System		Unit Price	Total Price = Unit Price *Quantity	
Sirens	d.1	Sirens (Pricing must include all requirements as defined in section 3.d 1.1)			
Remote Siren System	d.2	Remote Siren System (Pricing must include all requirements as defined in section 3.d 2.1)			
FCA CHARGES, if any					
Freight charges to Timor Leste					
Total DAP, Dili, Timor Leste					

¹⁰ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

B. NETWORK SOFTWARE AND TECHNICAL SERVICES COSTS BREAKDOWN

CCN	One-time	Monthly	Annual
Primary CCDMS Service			
Backup Data Storage Software: incl annual software maintenance charge in 3 rd column			
Backup Data Storage Hardware: incl annual hardware maintenance charge in 3 rd column			
WFS			
	One-time	Monthly	Annual
WFS Service			
DDS			
	One-time	Monthly	Annual
DDS Service			
Alert System			
	One-time	Monthly	Annual
Alert System Service			

C. FURTHER SERVICES COST BREAKDOWN:

The Proposers are requested to provide the cost breakdown for the services (primarily listed under sections e & f) please complete the areas highlighted in blue.

SERVICES:			Remuneration per Unit		Total no. of Units	Total Rate
Network Design See section 3C e	Current Conditions Network	Project Design		Ea	1	
	(CCN) Design and Hosting Plan	Site Survey		Ea Site		

	Project Management Plan			Ea	1	
Installation/ Implementation (not incl. equipment costs) See section 3C e	CCN	Instrument		Per Site		
		CCDMS		Per Day		
	WFS			Per Day		
	DDS			Per Day		
	Alert System	Sirens		Per Site		
		Remote Siren System		Per System		
Training See section 3C e	CCN Installation and Operation Training			Per Day	3 Days	
	WFS Operation Training			Per Day	2 Days	
	DDS Operation Training			Per Day	2 Days	
	Remote Syren System			Per Day		
Network Hardware Warranty (annual cost)	Instrument Hardware (after one year warranty period has expired)			Per unit	30	

D. OPTIONAL SERVICES AND INDICATIVE/ CEILING PRICING

Optional Pricing Elements	1. Annual maintenance site visit		Per site		
	2. Unscheduled site visit		Per site		
	3. Software development, customization and integration		Per hour		

Section 8: Contract Template

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.



Model Contract for Professional Consulting Services
between UNDP and a Company or other entity⁷

⁷ This model contract is intended for services (studies, consultancies by firms, etc) to be obtained from companies as well as from NGOs, Universities, etc. It is not to be used for procuring goods or works. Any substantial deviations to the text should be made in consultation with BOM.

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's technical proposal [ref....., dated], as clarified by the agreed minutes of the negotiation meeting⁸[dated.....], both documents not attached hereto but known to and in the possession of both parties.

⁸ If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Terms of Reference, as appropriate.

- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

- 2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....
------	-------	-------	-------

....
------	-------	-------	-------

- 2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNDP.

- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report

.././....

.....

.././....

Final report

.././....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.

- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional

standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment⁹

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u> ¹⁰	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

⁹ This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

¹⁰ If an advance payment is granted, define the first milestone as "upon signature of the contract by both parties". Please note that advance payments should be granted only in exceptional cases, and that they must comply with UNDP policies and procedures.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment¹¹

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.¹²

¹¹ This version of section 3 is to be used for cost reimbursement contracts. Normally, cost reimbursement contracts should be used when it is not possible to estimate with reasonable accuracy the total costs of the activities which are the subject of the Contract.

¹² This clause should be used if an advance payment is granted. Please note that advance payments should be granted only in exceptional cases, and that they must comply with UNDP policies and procedures. Any advance which represents 30% or more of the proposed total contract value must be cleared by the Office of Finance and Administration prior to contract signature, with the exception of contracts below \$50,000.

3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions¹³

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.1.1. Security

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Audits and Investigations

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

¹³ Under this Section, you may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted. If there are no special conditions, please choose the alternative version of 4 in order to conform to clause 1.1.

4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.¹⁴

4.5 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.¹⁵

4.6 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.¹⁶

¹⁴ This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant and may be used for payments under \$50,000 when appropriate. Please note that advance payments should be exceptional, whatever their amount and must comply with UNDP Financial Regulations and Rules.

¹⁵ This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract. A payment upon signature is considered an advance payment.

¹⁶ This is a sample clause for the rare cases where there is a conflict with a provision of the General Conditions which does not involve privileges and immunities, arbitration or some other fundamental aspects of the UNDP legal status. All such changes to the General Conditions shall require consultation with OLPS/BOM.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....
.....

- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

- 7.1 The Contract shall enter into force upon its signature by both parties.

- 7.2 The Contractor shall commence the performance of the Services not later than _____ **[INSERT DATE]** and shall complete the Services within _____ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

- 8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ **[NAME AND TITLE]** UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

_____ [INSERT CONTRACT REFERENCE & NUMBER]

Telex:	Fax:	Cable:	
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For the Contractor:

[INSERT NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]

Name:	
Address:	

Telex:	
Fax:	
Cable:	

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND TITLE]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



UNDP
GENERAL CONDITIONS OF CONTRACT FOR MIXED SERVICES & GOODS

See attached pdf