



Request for Proposal (RFP)

Date: 22 October 2009

Dear Sir/Madam,

Subject: RFP for the provision of a Water Engineering Consultant, Gleno Prison Ermera.

1. You are requested to submit a proposal for the provision of Water Engineering Consultant Services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract..... (Annex II)
 - iii. Terms of Reference (TOR)..... (Annex III)
 - iv. Proposal Submission Form(Annex IV)
 - v. Price Schedule(Annex V)

3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **Friday, 6 November 2009**.

Deputy Country Director (Operations)
UNDP Timor-Leste
UN House, Caicoli Street, Dili, Timor-Leste
Fax: (+670) 331 3534

Technical and financial proposals maybe be submitted by email to the following email address:
bids.tp@undp.org

All bidders are encouraged to visit the site (Gleno Prison) prior to submitting tenders. An organized site visit will be conducted on **Wednesday, 28 October 2009 at 10:00 am** during which time bidders will have an opportunity to ask questions. Please contact **Alan Leary** at **alan.leary@undp.org** / mobile (+670) 730 4175 for more information during the bid period. Technical drawing will be provided to prospective engineers during the site visit. Expenses for the site visit is non reimbursable.

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,


Nasiba Kasymova
Deputy Country Director (Operations) a.i
UNDP Timor-Leste



Rev Oct 2000



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Deputy Country Director (Operations) a.i
UNDP Timor-Leste

Annex I
Instructions to Offerors

Provision of a Water Engineering Consultant, Gleno Prison Ermera

A. Introduction

The purpose of the RFP is for the successful bidder to be able to supervise and coordinate the following works on behalf of UNDP:

1. General

Purpose of RFP is the successful bidder will be able to carry out the following key functions:

Stage 1 Prepare BOQ (Bill of Quantities) and SOW (Scope of works) from existing technical drawings for the installation of a water delivery system at Gleno Prison, Ermera.

Stage 2 Assist with the technical evaluation and competence of respective bidders to undertake the Installation works of the new water supply system

Stage 3 Monitor and supervise the installation by the selected contractor

Stage 4 Teaching of GoTL Prison Staff in the maintenance and operation of equipment (staff to be trained in accordance with the manufacturer's instructions)

Stage 5 Hand over of project and sign off to GoTL Prison Officials

2. Cost of proposal

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

B. Solicitation Documents

3. Contents of solicitation documents

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

4. Clarification of solicitation documents

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

5. Amendments of solicitation documents

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

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

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

C. Preparation of Proposals

6. Language of the proposal

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

7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

8. Proposal form

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

(a) Management plan

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

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

(b) Resource plan

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

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description

of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

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

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

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

9. Proposal prices

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

10. Proposal currencies

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

11. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

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

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

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

13. Payment

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

D. Submission of Proposals

14. Sealing and marking of proposals

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

(a) The outer envelope shall be:

addressed to –

Deputy Country Director (Operations)
UNDP Timor-Leste
UN House, Caicoli Street, Dili, Timor-Leste
bids.tp@undp.org

And

- marked with – “**RFP: Services for Water Engineering Consultant, Gleno Prison, Ermera**”

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

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

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **Friday, 6 November 2009**.

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

16. Late Proposals

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

17. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

18. Opening of proposals

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

19. Clarification of proposals

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

20. Preliminary examination

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

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

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

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

21. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical **score of 70%** of the obtainable score of 1000 points in the evaluation of the technical proposals.

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

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be compared. The contractor will be awarded to the Contractor offering the lowest price.

Technical Evaluation Criteria

The evaluation form for technical proposals is below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. Proposals will be scored according to the degree to which they meet each evaluation criteria.

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	30%	400					

2.	Warranty conditions and existence of local office, for technical and maintenance support	50%	300					
3.	Proposed work plan and approach	20%	300					
Total			1000					

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

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Warranty conditions and existence of local office, for technical and maintenance support

Form 3: Proposed work plan and approach

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Registration business/company	50					
1.2	Reputation of organisation and staff (competency/reliability – as evidenced by references and/or examples of work)	50					
1.3	Organisational capability (strength of project management and controls – as evidenced by Org chart, business processes/practices)	50					
1.4	Demonstrated experience: - Specialised Knowledge of water systems - Experience on Similar Programme / Projects in the region - Work for UNDP/ major multilateral/ or bilateral programs (evidenced by examples, references)	50					
1.5	Water system installation experience, minimum 10 years	50					
1.6	Quality assurance procedures	50					
1.7	Project management qualification	50					
1.8	Ability to prepare project Bill of Quantities and Scope of works	50					
		400					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Warranty conditions and existence of local office, for technical and maintenance support							

2.1	Capability of Project manager – experience including supervisory and water engineering qualifications (evidence by CV, completed tasks)	75					
2.2	Capability of project staff – experience and qualifications (evidence by CV, completed tasks)	75					
2.3	Knowledge of Tetum language	75					
2.4	Ability to communicate and teach National staff about the product installed, features, fault finding diagnosis, and remedial action to solve problems	75					
		300					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed work plan and approach							
3.1	Presentation is clear and in the sequence of activities and planning are logical and realistic for the efficient implementation of the project and identified/expected completion of the task	50					
3.2	What degree does the offeror understand the task	30					
3.3	Have the important aspects of the task been addressed in sufficient detail	30					
3.4	Is the proposal based on a survey of the project environment and was this inputted into the preparation of the proposal	60					
3.5	Is a conceptual framework adopted appropriate for the task	30					
3.6	Does the scope of the task correspond to the terms of reference	40					
3.7	Identification of availability to commence the works services/program	20					
3.8	Proposed supplier of systems and availability of water delivery pipes/fittings spares, technical support in Timor Leste	40					
		300					

F. Award of Contract

22. Award criteria, award of contract

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

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

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

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

24. Signing of the contract

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

25. Performance security

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

Annex II
General Conditions of Contract

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the Execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

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

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be

treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

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

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such

dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

PRIVILEGES AND IMMUNITIES

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

TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

OBSERVANCE OF THE LAW

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

AUTHORITY TO MODIFY

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

Annex III Terms of Reference (TOR)

Background

The UNDP 'Strengthening the Justice System Programme' is supporting the Ministry of Justice (MoJ) to improve the capacity of Prison institutions in Timor Leste. The Timor Leste Prison Service (TLPS), under the MoJ, plans to replace the redundant potable water delivery system in Gleno Prison and adjacent staff quarters in Ermera district, in partnership with the prisons component of the UNDP program. The UNDP Prison component of the programme is working under the requirement with the TLPS to provide prison services that meet international minimum standards for prisons.

Objective

A Water Engineering/Consultant must be able to assess, supervise and implement the following works and key stage functions and special requirements on behalf of UNDP:

Stage 1 Prepare BOQ (Bill of Quantities) and SOW (Scope of works) from existing technical drawings for the installation of a water delivery system at Gleno Prison, Ermera.

Stage 2 Assist with the technical evaluation and competence of respective bidders to undertake the Installation works of the new water supply system

Stage 3 Monitor and supervise the installation by the selected contractor

Stage 4 Teaching of GoTL Prison Staff in the maintenance and operation of equipment

Stage 5 Hand over of project (staff to be trained in accordance with the manufacturers instructions) and sign off to GoTL Prison Officials

General

The Water Engineering/Consultant provider shall be mainly responsible for the project, aimed at ensuring the timely sequencing and execution of identified staged activities, as well as the effective implementation, monitoring and administration of Installation Contract(s) signed by UNDP with various Civil Works Contractor(s). The Engineer must note that payment for this project is based on contact time only, and therefore the UNDP will not be responsible for loss of income of the Engineer between the tendering for contract for a company to undertake the works and commencement of the works schedule. Based on this the Engineer must be willing to demonstrate flexibility with this project.

As part of his/her early preparation and orientation, the Water Engineering/Consultant provider shall therefore be strictly required to carefully read, understand diligently, absorb and comprehend fully all the detailed conditions, implied interrelationships, inherent risks, and multi-faceted possibilities in and arising from the Contract.

During the course of contract implementation, the Water Engineering Consultant provider shall specifically undertake the following regular and recurring functions:

1. Issue in writing all instructions, recommendations or relevant information emanating from the UNDP Country Office.
2. Coordinate the involvement and/or engagement of other persons/suppliers/service providers as may be employed or contracted by UNDP to execute their respective roles in connection with the implementation of the Project(s);
3. Monitor, supervise, quality control, and evaluate the extent of installation and completion of the Works, for and on behalf of the UNDP, through the use of instruments and mechanisms that he/she may develop or devise and find appropriate for us in performing this function;
4. Review and evaluation key milestones (key staged areas) of the works installation that the Contractors will achieve, vis-à-vis the requirements of the Contract(s), recommend corrections and improvements where necessary, certify the Contractors' accomplishments and compliance to agreed standards and conditions, and endorse/recommend for the release of amount of payment due for the said milestone accomplishment;

5. Assess and substantiate in writing the basis, or the lack of justification, for any Contract Price adjustment, extensions of date completion of works, breach of contract, or claims for damages/negligence, as may be impacted by certain UNDP instructions/recommendations, or in the event of any such request from the Contractors, and consequently report to the UNDP Project Manager the appropriate and reasonable recommendations or courses of actions;
6. Provide as requested any presentations or attend meetings that require reporting of status of the project
7. Perform any such related duties and responsibilities as may be required by the UNDP.

Other general requirements associated with the project

- Checking that Materials installed shall be new and undamaged.
- Water shall be furnished and installed whether shown on approved drawings or not. And installations shall be completed as fully operable, functioning parts of the Prison facility water system.
- The supply of water shall be via a bore hole system (installed), Water storage shall be based on 150 liters of water per prisoner/staff member, per day, storage facility to be located outside of the Prison facility in a secure wire fenced compound, anticipated capacity of the water tank capacity 40k (capacity for 270 staff/prisoners/families).

Size of Water Mains

- As per diagram (drawings will be supplied by UNDP).

Pipe Classes

- UPVC pipe will be used at all times (old galvanized piping is to be removed from the site).
- All piping is to be laid on a bed of sand and covered up to 50mm
- UPVC piping is not to be exposed to the sun (when in use) where it can cause micro bacterial infections

Water quality testing

- The quality of the water shall be tested at the following intervals:
- After the bore hole has been flushed and prior to the connection to the water reservoir
- At the end of the works the water quality is to be tested again at the reservoir and the furthest point from the water source.
- All water samples are to be tested by a Public Health laboratory in Dili (samples are to be taken from bore hole/ring main/end of service pipe – furthest house and prison building)
- Costs for water tests shall be borne by the Supervising Engineer.

Water pumps

The Engineer will oversee the installation of water pumps and ensure that the pumps are connected safely into the Prison Water supply systems for the following criteria's:

- Water extraction via bore hole (installed) into surface mounted water reservoir capable of delivering 3ltr/sec
- Water distribution pump (to be housed in a secure building).
- Emergency shutdown given fluctuations in the Water power supply (between generated power and national power generated systems).
- Prison Staff received adequate training to maintain the system in case of an emergency
- Where joint restraint is required, the designer shall select a pipe together with an approved system of restraint. It should be noted that installation of any plastic pipe, rods, clamps, etc.

Pipe Fittings

- Joints:

Joints and fittings shall bear at least the pressure rating of the straight pipe involved. Acceptable types for straight lengths of pipe are push-on and mechanical joint shall be used in accordance with the manufacturer's guidelines.

Where pipes go through existing building structures or under walkways, pipes will be inserted through a robust hollow-core

Closure Fittings:

- Bolted Sleeve Type Couplings shall be of a gasketed, sleeve-type, with diameter to properly fit the pipe.
- Tolerance on pipe and coupling, together with proper bolt and gasket arrangements, shall be sufficient to insure permanent watertight joints under all conditions. Couplings shall be sufficiently wide, so that each type of pipe joined will have as much pipe end inserted in the couplings as is provided by the standard push on or mechanical joint for the pipe size and type involved.
- Where joint restraint is required on PVC pipe, the designer may use a joint restraint system of the type supplied by pipe manufacturers.

Line Valves

- Line valves shall be gate valves, and the valves shall be of the same size as the main. Valves shall open to the right (clockwise).

Pressure Reducing Valves

- A pressure reducing valve (PRV) is used for keeping downstream pressure at a uniform pressure less than that in the upstream main. Pressure regulating valves shall be sized so that the velocity through the valve at maximum demand does not exceed 25 feet per second. If a wide range of flow rates is anticipated, more than one valve may be required. Care shall be taken to ensure adequate pressure differential across the valve under all ranges of flow to accomplish hydraulic throttling or when the downstream pressure will be low relative to the differential, special valve materials or a special valve design may be required. Pressure regulating valves shall be properly supported, and shall have an adequate clearance above and below the valve to facilitate servicing. A manual bypass is required for all single valve installations.

Tapping Valves and Sleeves

- A tapping valve and sleeve are used together to tap an existing main that is in service and under pressure, without interrupting service. A tapping valve does not replace a property line valve, which shall be required in addition to the tapping valve. A property line valve may not be required if a main's out-distance is 15 feet or less.
- Connections 2 inches and smaller to mains shall be by a corporation stop of the same size as the service line.
- Connections larger than 2 inches made to mains shall be either by an existing tee, by cutting a tee into a dewatered line, or by use of a tapping valve and a tapping sleeve. Whichever method is used, care shall be exercised to select sleeves and gaskets which are properly sized to fit the type and class of pipe to be tapped. Where tapping sleeves larger than 2 inches are used, a thrust block shall be formed and placed behind the tapping valve to prevent possible damage to the main from pressure shocks, which develop as valves are first opened.

Stop and Waste Valves

- All service lines shall have a stop and waste valve on the service line inside the facility near the location where the service line enters the building, prisoner buildings will have a stop valve located in a manhole adjacent to the Prison fences. The stop and waste valve shall have a drain plug located on the valve body such that, when the valve is shut off, the drain plug can be removed and all water above the valve drained out.

Staff quarters

- The Engineer will ensure that ¾" water service lines are layed to the staff dwellings adjacent to the Prison and are connected to a stop valve, no other connections are to be made inside the properties with out the express approval of International Prison Advisors.

Works reinstatement

- Wherever there is damage to existing structures in the Prison the Engineer will be responsible for ensuring that the contractor repairs the area, to a high standard.

Pressure test

- The Engineer will ensure that an appropriate pressure test is carried out to the water ring main for a period of 2 hours, and that water is available in all parts of the Prison under full load configuration.

Fire system

- The Engineer will advise on the installation of 4 fixed reeled fire hoses with a capability of delivering 1500 Kps water pressure, hose lengths must be capable of intersecting with any building within the Prison complex

Scope of Services

The service provider is required to conduct the following:

1. Needs Assessment

- Liaise with the TLPS MoJ and UNDP International Prison Advisors in Dili to determine the water delivery system in conjunction with infrastructure requirements to support the aims of providing a potable water supply to Gleno Prison, Dili.
- Conduct a needs assessment based on the specific outcomes of the civil works requirements.
- Produce a civil works plan and have it agreed by the MoJ and UNDP.

2. Establishment of Office Facility

- In consultation with the Gleno Prison Manager set up an office facility (in consultation with the TLPS) to operate out of.

3. Design of Construction Projects

- Review of existing water system drawings for Gleno Prison and advise on the capacity for the effective installation of the project aims (drawings were commissioned in 2008/2009)
- Advise on any amendments to the drawings for the effective installation of the project aims.
- Have all final designs approved by the MoJ/UNDP.

4. Procurement and Award of Contract(s)

- Assist UNDP with tendering and evaluation processes.
- Prepare/revise Bills of Quantities (BOQ) and Scope of Works (SOW) for civil works projects.
- Oversee tendering processes.
- Assess Contractors' facilities/capacity/plant/equipment.
- Evaluate construction bids/offers based on quality, cost and time, and provide written reports on recommendations.
- Liaise with selected contractor.

5. Installation Supervision

- Supervise Installation work (taking into consideration the section above other general requirements).
- Evaluate work standards relating to materials and methods of construction.
- Conduct site meetings with Contractors and Prison Management in Gleno Prison.
- Report to UNDP and MoJ on progress and issues arising.
- Ensure works are completed to a high standard and in accordance with the SOW.
- Approve Contractors' invoices for payment.
- Ensure that Contractors remain within budget and that works are completed within specified time frames.
- Ensure Contractors are compliant with applicable Health and Safety regulations.
- The Engineer will be responsible for liaising with Timor Leste Prison Service Management, and the contractor. Security incidents such as loss of tools will be reported immediately, the Prison Management have the right to suspend works or appointee if there is a perceived/actual Security threat to the days operations/any contractee

6. Completion/Hand Over of Facilities

- Conduct final inspection of works/facilities.
- Provide written completion reports to UNDP and MoJ.
- Ensure that Prison Staff receive training through established systems and processes so Prison personnel can manage the system with in the terms of the Manufacturers guidelines/Instructions

General Qualification Requirement

The service provider is required to have the following competencies:

- Demonstrated experience in Water Engineering projects.
- Demonstrated experience in supervisory management of Water Engineering projects.
- Proven ability to establish priorities, to plan and implement, to organize and coordinate.
- Ability to communicate effectively.
- Good computer skills (Word, Excel, AutoCAD)
- Demonstrated ability to work in a multicultural environment.

Qualifications and Experience

The service provider is required to have the following qualifications and experience:

- Bachelor degree in Water Engineering from a recognized university.
- Certificate in Project Management an advantage.
- Minimum of 10 years proven experience in Water Engineering
- At least 5 years experience at senior management level of managing complex Water engineering projects.
- Similar project experience in the region, minimum five years.
- Demonstrated ability to work in a multicultural environment.
- Fluency in spoken and written English is required.
- Knowledge of UNDP regulations on procurement, tendering and contracting an advantage.

Inputs by Service Provider

- Computer and communications/equipment costs.
- Interpretation/translation services.

Inputs by UNDP

- Fuel costs reimbursable (the consultant may provide a block price for this task/based on expected project time considerations).

Expected Outputs

- Civil works plan.
- Water Infrastructure development plan for the project.
- Bid evaluation reports.
- Water Installation progress reports.
- Installation of projects completed on time and within budget.
- Final project reports.

Supervision

The service provider will report to the Ministry of Justice and UNDP via established meetings. Technical prison advice will be provided by UNDP International Prison Advisors.

Reporting

A brief weekly progress report shall be delivered to the authorities above. At the end of the contract, an evaluation report shall be compiled, with recommendations for future joint civil works (GoTL and UNDP).

Responsibility

Notwithstanding any reviews, suggestions or comments by the UNDP or others, the successful firm shall take full responsibility for the adequacy of its studies and documentation and shall ensure that the output is in accordance with the intent of the ToR. In addition to the insurances required under clause 8 of the General Conditions for

Professional Services, the firm shall show evidence of current Professional Indemnity insurance. The sub-clauses of Clause 8.4 of the General Conditions for Professional Services apply to the Professional Indemnity insurance.

**Annex V
PRICE SCHEDULE**

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

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

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

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

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

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

In addition to the hard copy, if possible please also provide the information in soft copy.

Price Schedule:				
Request for Proposals for Services				
Description of Activity/Item		Number of Staff	Monthly Rate	Estimated Amount
1.	Remuneration			
1.1	Services in Home office			
1.2	Services in Field			
2.	Out of Pocket Expenses			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			