



REQUEST FOR PROPOSAL (RFP)

To: All Proposers	DATE: November 2, 2015
	REFERENCE: UNDP SO-RFP-2015-019

Dear Sir / Madam:

We kindly request you to submit your Proposal for: **Website Design, Set-up, Maintenance and Hosting of Website for the Somalia National Independent Electoral Commission (NIEC)**.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **November 20, 2015 at 17:00H Kenya time (GMT+3)** to UNDP Somalia via the following **mandatory email address: bids.so@undp.org** (please refer to Instructions for Electronic Submission attached hereto as Annex 7).

You are kindly requested to submit an acknowledgement letter via email to UNDP at the following email address: debbie.wandera@undp.org cc; jennifer.nielsen@undp.org using the Acknowledgement Form attached hereto as Annex 6.

The letter should be received by UNDP no later than **November 14, 2015 at 17:00H Kenya time (GMT+3)**. 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 Company requires your written notification to UNDP of such transfer and the name of the Company to whom the invitation was forwarded.

Your Proposal must be expressed in the **English Language**, and valid for a minimum period of **90 days**.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the bids.so@undp.org email address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. Please ensure that your Proposals are signed, are in the **pdf format**, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) 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.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

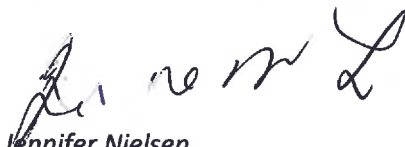
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

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

Sincerely yours,


Jennifer Nielsen
Procurement Specialist
UNDP Somalia Country Office

Description of Requirements

Context of the Requirement	Website Design, Set-up, Maintenance and Hosting of Website for the Somalia National Independent Electoral Commission (NIEC)
Implementing Partner of UNDP	NIEC and the United Nations Integrated Electoral Support Group (IESG)
Brief Description of the Required Services	Please Refer to the Terms of Referenced Attached hereto as Annex 4.
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> a) Website development and design b) Website setup including Software Licence c) Website hosting d) Maintenance <p>Please refer to the TOR attached hereto as Annex 4 for detailed description of expected outputs.</p>
Person to Supervise the Work/Performance of the Service Provider	UNDP Elections Project Manager under the auspices of IESG and the designated NIEC representative.
Frequency of Reporting	<ul style="list-style-type: none"> a) Weekly meetings with representatives of the NIEC b) Monthly progress reports c) Final contract report
Progress Reporting Requirements	<ul style="list-style-type: none"> a) Minutes of weekly meetings with NIEC signed by both Contractor and the NIEC and a copy to the IESG. b) Monthly reports submitted to the NIEC and a copy to the IESG c) Final contract report submitted to the NIEC and a copy to the IESG.
Location of work	Mogadishu, Somalia.
Expected duration of work	For a Term of 12 months effective from date of commencement of contract.
Target start date	Estimated as December 15, 2015
Latest completion date	Estimated as December 14, 2016
Travels Expected	N/A
Special Security Requirements	<input checked="" type="checkbox"/> Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in Somalia.
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required: Proposers will submit a brief implementation work plan as part of their Technical Proposal.

Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required																	
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars																	
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																	
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																	
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																	
Payment Terms ¹	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Website development and design</td> <td>40% of the contract price</td> <td>4 weeks from date of contract signature</td> <td rowspan="4"> Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td> </tr> <tr> <td>Website setup and Software License</td> <td>25% of the contract price</td> <td>8 weeks from date of contract signature, on the condition the website has gone live. Test site and processes prior to uploading of material.</td> </tr> <tr> <td>Website hosting</td> <td>10% of the contract price</td> <td>Annual from the date the website becomes accessible to the public</td> </tr> <tr> <td>Maintenance</td> <td>25% of the contract price</td> <td>Quarterly billing from the date of completion of website development, design and set up.</td> </tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	Website development and design	40% of the contract price	4 weeks from date of contract signature	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Website setup and Software License	25% of the contract price	8 weeks from date of contract signature, on the condition the website has gone live. Test site and processes prior to uploading of material.	Website hosting	10% of the contract price	Annual from the date the website becomes accessible to the public	Maintenance	25% of the contract price	Quarterly billing from the date of completion of website development, design and set up.
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Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	The NIEC designated representative will review deliverables in liaison with the IESG and recommend authorization of payment to the UNDP Elections Project Manager who will be responsible for certification of payment.																	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services																	
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 60% technical offer and 40% price weight distribution) where the minimum passing score of technical proposal is 70%. <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). Non acceptance of the GTC may be grounds for the rejection of the Proposal.																	

¹ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

Criteria for the Assessment of Proposal

Preliminary Evaluation:

Proposers must satisfy the following eligibility criteria to be considered for admission for technical evaluation:

No	Basic Criteria (Pass/Fail)	Provided	
		Y	N
1	Proposal sent to the correct email address	✓	
2	Timely receipt of Proposal (date and time).	✓	
3	Completeness of proposal: completed, signed, stamped and submission of the following;	✓	
	All documents/information requested in Annex 3, Sections A (Qualifications of the Service Provider)	✓	
	All documents/information requested in Annex 3, Sections B (Proposed Methodology for the Completion of Services)	✓	
	All documents/Information requested under Annex 3, Section C – Qualifications of Key Personnel)	✓	
	All Information Requested under Annex 3, Section D (Cost breakdown by deliverable)	✓	
	All Information Requested under Annex 3, Section E (Cost breakdown by cost component)	✓	
	Gender Questionnaire	✓	
4	Language of proposal is English (supporting documents in other languages (if any) accompanied by a notarized translation)	✓	
5	Currency of proposal is USD	✓	
6	Screening against <i>UN Security Council 1267/1989 List, UNPD List or Other UN Ineligibility List</i>	✓	
6	Acceptance of UNDP General Terms & Conditions	✓	
Passed for Technical Evaluation		✓	

Technical Proposal (60%)

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm/Organisation	20%	200
2	Proposed Methodology, Approach and Implementation Plan	50%	500
3.	Management Structure & Key personnel	30%	300
Total		100%	1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the company		
1.1	Reputation of Organisation and staff/credibility/Reliability/Industry Standing	40
1.2	General Organisational capacity which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - Loose consortium, holding company or one firm - Age/size of the firm - Strength of project management support - Project financing capacity - Project management controls 	40
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 specialized skills)	30
1.4	Quality assurance procedures to ensure the deliverables are achieved as planned	20
1.5	Relevance of <ul style="list-style-type: none"> - Specialized knowledge - Proven and solid knowledge and experience in providing similar service to international organisations; - Work for UNDP/major multilateral/or bilateral programmes 	70
Total Part 1		200

Technical Proposal Evaluation Form 2		Points Obtainable
Methodology, its Appropriateness to the Condition & Timeliness of the implementation Plan		
2.1	To what degree does the Proposer understand the task?	60
2.2	Have the important aspects of the task been addressed in sufficient detail?	45
2.3	Are the different components of the project adequately weighted relative to one another and risk elements elaborated and addressed adequately?	30
2.4	Is the proposal based on a survey of the project environment and was the data input properly used in the preparation of the proposal?	75
2.5	Is the conceptual framework adopted appropriate for the task?	65
2.6	Is the scope of task well defined and does it correspond to the TOR?	140
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85
Total Part 2		500

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Qualification of Key Personnel			
3.1	Project Manager (Team Leader)		140
		Sub-Score	
	Education Qualification	30	
	Suitability for the Project		
	- Years of relevant professional and management experience	30	
	- Past experience of providing similar services to international organisations	60	
	- Language qualifications : Fluent in the English and Somali languages (both spoken and written)	20	
		140	
3.2	Web designer		160
		Sub-Score	
	Education qualification	30	
	Suitability for the project		
	- Past experience of providing similar services to international organisations 3 years and over, full marks: less 0 points)	100	
	- Language qualifications : Fluent in the English and Somali languages (both spoken and written)	30	
Total Part 3			300
Grand Total (forms 1, 2 and 3)			1000
<p>Only offers that score a minimum of 70% in the technical evaluation will be considered for financial evaluation.</p> <p>Financial Proposal (40%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider		
Annexes to this RFP	<input checked="" type="checkbox"/> Description of Requirements (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions; and Special Conditions (Annex 3) ² <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Gender Questionnaire (Annex 5) <input checked="" type="checkbox"/> Acknowledgement Form (Annex 6) <input checked="" type="checkbox"/> Instructions for Electronic submission (Annex 7)		

² Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<p>Contact Person for Inquiries (Written inquiries only)³</p>	<p><i>Focal Person in UNDP Somalia: Debbie Wandera</i> <i>Email: debbie.wandera@undp.org cc; Jennifer.nielsen@undp.org</i></p> <p>The deadline for submitting requests for clarifications/Questions is <u>five days before the submission deadline</u>;</p> <p>Proposers are required to submit their queries in writing. Telephone inquiries will not be accepted;</p> <p>Proposers are advised to frequently check the following sites for any addenda/clarifications that may be posted at http://procurement-notices.undp.org and https://www.ungm.org</p> <p>Any delay in UNDP's response shall not be used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
<p>Other Information <i>[pls. specify]</i></p>	

³ 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 received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁴

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses - Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement - income statement and balance sheet for the past two years (2013 and 2014) to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of a minimum of three clients for similar services as those required by UNDP for the past three years to international organisations indicating description contract scope, contract duration, contract value, contact references (Please provide contact person's name, email address and telephone number)*
- e) Certificates and Accreditation*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List. (This must be provided on the Proposer's official letterhead and signed by an authorized signatory).*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs of specific people who shall be assigned to the proposed contract demonstrating qualifications must be submitted with your Proposal; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

FINANCIAL PROPOSAL

D. Cost Breakdown by Deliverable*

	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump sum, all inclusive) (USD)	Target Deliverable Date
1	Website development and design	40% of the contract price		On completion of website development and design - 4 weeks from date of contract signature
2	Website setup including Software license	25% of the contract price		On completion of website setup and provision of software license - 8 weeks from date of contract signature. Test site and processes prior to uploading of material
3	Website hosting	10% of the contract price		Annual from date website becomes accessible to the public - 8 weeks from date of contract signature
4	Maintenance	25% of the contract price		Quarterly billing from the date of completion of website development, design and set up
Total		100%		

**This shall be the basis of the payment tranches*

Cost Breakdown by Cost Component

No.	Description of Cost Item	Unit of Measure	No. of Units	Unit Rate (USD)	Total Cost (USD)
1	Website development and design	Lump sum	1		
2	Website setup including Software Licence	Lump sum	1		
3	Website hosting	Annual	1		
4	Maintenance	Quarter	4		
GRAND TOTAL					

Notes

1. Unit rates shall remain fixed during the Term of Contract.
2. All prices are exclusive of VAT and other taxes as detailed in Article 18 of the UNDP General Conditions of a service contract.

Name and signature of the Service Provider's authorized person

Designation

Date

UNDP General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (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.

2.0 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 that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 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.

4.0 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.

5.0 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 to the provisions of this Contract.

6.0 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.

7.0 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.

8.0 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 the 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:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the 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 the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 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 the 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.

10.0 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.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the 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, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor

may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

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

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 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 United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** 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 the 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** 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, the 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.
- 14.3** 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.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), 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.

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, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 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 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: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 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.

18.0 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 the 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 the UNDP before the payment thereof and the 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 the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 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.

20.0 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.

21.0 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.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years

with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

24.0 ANTI-FRAUD POLICY

UNDP has a zero tolerance policy against fraud and other corrupt practices that are inconsistent with the UN Standard of Conduct or involve a loss to UNDP funds. UNDP does not charge fees at any stage of a procurement or contracting process, whether supplier registration, bids submission, contract award, or payment issuance. UNDP takes all reports of alleged wrongdoing seriously. UNDP's Office of Audit and Investigations (OAI) has established an Investigations Hotline and other measures to ensure that persons wishing to report fraud may do so, free of charge, using a number of different options. Anyone with information regarding fraud against UNDP programmes or involving UNDP staff is strongly encouraged to report this information through the Investigations Hotline: <hotline@undp.org>. UNDP's Anti-Fraud Policy and other options for reporting wrongdoing are available at UNDP's website: http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html.

Special Conditions

1. SECURITY

- 1.1 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.
- 1.2 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
- 1.3 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 3.1 above.

2. AUDIT 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.

- 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 advisors, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

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.

Terms of Reference

WEB DESIGN, SETUP, MAINTENANCE AND HOSTING OF WEBSITE FOR THE SOMALIA NATIONAL INDEPENDENT ELECTORAL COMMISSION

1. PROJECT DESCRIPTION/BACKGROUND

The overall mandate of the United Nations Integrated Electoral Support Group (IESG) - the "UNDP/UNSOM Joint Programme to Support the Electoral Process in the Federal Republic of Somalia" is to enable the country to prepare for and hold credible elections through the provision of support to the National Independent Electoral Commission (NIEC), the development of the legal framework for elections, and support to promote better understanding of the electoral process. In the implementation of the overall mandate, the creation of the NIEC website is an important step in order for the NIEC to establish stable communications with its stakeholders, most of whom are nowadays connected to an active on the internet, in particular the media, the youth and civil society groups, political actors, the Somali diaspora, international partners, national and international observers, etc.

The NIEC will become familiar with the management of the website and the need to keep it constantly updated and well assorted with any relevant information, laws and draft legislation, documents and relevant links, in anticipation and preparation of any upcoming electoral activity and in collaboration with the relevant actors, including the Federal Government and the Federal Parliament. The IESG will constantly assist and provide supervision and advice in the conduct of the exercise.

2. SCOPE OF EXPECTED SERVICES, EXPECTED OUTPUTS AND TARGET COMPLETION

The selected company will provide website development and design, setup including software licence, website hosting and maintenance of website for the Somalia National Independent Electoral Commission. The Scope of Services shall entail:

- a) Design of the website based on NIEC needs, that allows the Commission to upload documents, pictures, videos, materials with feedback, post comments, questions and suggestions, and with shall be easily and publicly accessible by users with minimum interruption;
- b) Design the website's structure, taking into account the NIEC requirements including: clear catalogs and folders for data and page storage, attractive site and page layout, easy to use, update and maintain, flexible navigation and search function; counting function for web pages visited, etc.;
- c) Gather informative content for the Web presence (text, documents, pictures, key speeches, etc.) from the NIEC and IESG;
- d) Create HTML documents and graphics for implementation in the Web;
- e) Make recommendations for backup/restore plan;
- f) Assist and train the NIEC staff on website maintenance and regular content update;

- g) Provide website security and design and establish anti-hacker and antivirus plan for the website;
- h) Warranty and maintenance service for the Term of Contract, including the provision of stand-by assistance in the event of downtime requiring a technician on site as well as to telephone support;
- i) Make recommendations for software, hardware, and other back-end applications related to Web development; and
- j) Develop and maintain an internal IT system to share and archive documents

N.B: Proposers should submit a brief implementation plan and service level agreement (SLA) together with their technical proposal and to ensure maximum availability of the website to the public, vendor should specify where website will be physically hosted and disaster recovery facilities put in place by hosting entity to ensure security and availability of the website

2.1 Projected Basic Structure of the NIEC Website

- a) Home page
- b) Static pages: 20-30
- c) Dynamic Pages: (TBD)
 - i. News channel: (TBD) and updates per year: 1200
 - ii. Jobs channel: (TBD) and updates per year: 50
 - iii. Publication channel: 1 and updates per year: 50
 - iv. Procurement channel: 1 and updates per year: 50
 - v. Estimated growth rate of storage space: (TBD) per year
 - vi. Subscribe email
 - vii. In site search
 - viii. Weibo repost
 - ix. Analytics
 - x. Photo and Video gallery
 - xi. Automatic homepage recover
 - xii. Content Management System (CMS) with remote administration

2.2. Content Management System

- a) The NIEC website should be built using an open source platform (e.g. Drupal, Joomla).
- b) The Contractor must implement a content management system (CMS) that is easy-to-use and/or that requires minimal training to use to publish and update content, such as news releases, press releases, blogs, videos, etc.
- c) The CMS should be set-up to handle various content types, including multimedia, and to handle both static and dynamically driven pages. Note: Multimedia content can be pulled in using third party platforms, such as YouTube or Video, where required.
- d) Content types must be easily searchable for the front-end user, such as through filters (e.g. for news pages) and tagged items (e.g. blog posts), etc.
- e) CMS and website platform must be implemented and optimized for search engines.

- f) RSS feeds must be available for different content types.
- g) The vendor must develop and maintain an internal IT system to share and archive documents
- h) After the CMS has been implemented, the vendor is required to provide a training sessions on how to use the CMS to edit and publish various content types. At the conclusion of the project, the vendor must also deliver a "How-to" manual that explains in layman terms how to edit and publish various content types on the CMS.

2.3. Website Analytics

Set-up and implement analytics for the site to track views hits and downloads of publications, etc.

3. INSTITUTIONAL ARRANGEMENT

Within three days of award of Contract, the Contractor's representative(s) shall meet with the NIEC and IESG designated representative(s) to review the Contract and discuss the goals and functions of the website and Contractor's implementation plan to ensure that both Parties are clear on the assignment and the manner in which the services shall be delivered, at no cost to UNDP. Any discrepancies at this stage should be brought to the attention of the Deputy Country Director (Operations) or his delegate for discussion prior to contract implementation.

The Contractor personnel shall report to the NIEC designated representative who shall be responsible for the daily implementation of the contract, however, the IESG will constantly assist and provide supervision and advice on the overall performance of the Contract.

3.1. Reporting Requirements

The contractor will:

- a) Hold meetings with the NIEC on a weekly basis or more as may be required to discuss progress. Discussions of the meeting including any shortcomings will be recorded, and any deficiencies identified shall be rectified within an appropriate period of time depending on the scope of the issue and so as not to negatively impact on overall timeline of completion of the project. Minutes of these meetings shall be signed by both the NIEC and the Contractor representatives respectively and circulated to the IESG;
- b) Submit monthly progress reports to the NIEC within five working days of the next month with a copy to the IESG. The report shall detail all activities undertaken as described in this TOR and will include the following information;-
 - i. Achievements
 - ii. Challenges encountered and suggested solutions;
 - iii. Internal monitoring conducted; and
- c) A FINAL substantive report within two weeks of the end of the Term of Contract which will comprise a detailed narrative covering the Term of Contract configured in the same format as the monthly report including;
 - i. Quantum progression of events during the Term of Contract;

- ii. Tables reporting relevant statistics covering the duration of the contract;
- iii. Major achievements, challenges and recommendations for future improvements.

All reports/minutes shall be written in the English language with a Somali translation of the same.

3.2. Roles and Responsibilities

3.2.1 Contractor Responsibility

- a) The Contractor must be able to mobilise the capacity required to implement the Contract within seven days of signing the Contract
- b) The Contractor will have sole responsibility for the operational support required to perform the contract and will obtain at own cost, all legal authorization and permits from local authorities that may be required in the performance of this contract. The Contractor will also ensure that services provided under this contract conform to international standards, procedures and practices of the UN, and requirements of national law which will also include the following:
 - i. Supervision of Contractors' personnel to ensure the contract is performed in an efficient and effective manner in accordance with these Terms of Reference;
 - ii. Welfare of its personnel including payment of salaries;
 - iii. Adequate communication between Contractor's personnel, including the Contractor's designated representative on contractual obligations and NIEC/IESG on operational matters. This network shall include mobile phone and email communication;
 - iv. Laptops and any other equipment required to perform the job.

3.2.2 NIEC/IESG (UNDP) Responsibility

- a) Establish and facilitate contact with NIEC officials, including contact addresses, physical location address and name of the NIEC and IESG focal points;
- b) Provide informative content for the Web presence (text, documents, pictures, key speeches, etc.,) from the NIEC and IESG

4. DURATION OF WORK

The proposed contract will be for a term of one year from the date of contract.

5. LOCATION OF WORK

The work will be conducted in Mogadishu, Somalia, where the NIEC is based. The Contractor will mainly work remotely, but will be required to meet the NIEC in their offices on a weekly basis or more in case of need.

6. QUALIFICATION OF SERVICE PROVIDER AT VARIOUS LEVELS

6.1 Qualifications of the Company

The selected Company will;-

- a) Be a reputable company, registered as a legal entity in Somalia, and based in Mogadishu;
- b) Have a minimum of three years' proven experience and solid knowledge on website development and design, setup, maintenance and website hosting service;
- c) Have previous experience in providing similar services to international organisations;
- d) Have the capacity to provide stand-by assistance in person and on site as well as by telephone support;
- e) Have an ability to provide training and all documents in English and Somali.

6.2 Qualifications of Personnel

- a) Proposers are requested to outline Contractor staffing, skills set and team structure/leadership commensurate to the scope of Services of this RFP and response to NIEC/UN specified timelines and focus;
- b) All Contractor staff must have a minimum of 3 years of experience in providing similar services to international organisations;
- c) All Contractor staff must be fluent in spoken and written English and Somali languages;
- d) All Contractor Staff must display professionalism, respect, cultural and gender sensitivity whilst engaging with NIEC and the UN. The UNDP reserves the right to request removal or replacement of Contractor staff at Contractor's cost if these standards are not observed.

Proposers are required to submit the proposed composition of the project team indicating seniority within the Company together with CVs for key personnel.

7. SCOPE OF PROPOSAL PRICE AND SCHEDULE OF PAYMENTS

Contract price will be based on a fixed contract price consistent with Contractor's Financial Proposal (please refer to Annex 2, Section D) payable upon successful completion of assignment under specific deliverables and submission of required report(s) to the NIEC and the IESG. The Contractor shall submit an invoice duly signed and stamped by the Contractor's authorized signatory to the UNDP Elections Project Manager who under the auspices of the IESG shall certify that services have been satisfactorily performed against the following Key Performance Indicators (KPIs) prior to release of payment.

Performance Attribute	Performance Indicator
Availability of website	The company hosting the website should ensure availability of 99.9% and any scheduled maintenance leading to planned downtime should be communicated at least 48hrs in advance.

Performance Attribute	Performance Indicator
Response time	The mean response time for service response to all accesses to the website shall not exceed more than 30 seconds during anyone hour period
Security	Prevention of unauthorized access to the website and any databases or other sensitive material generated from or used in conjunction with the website. The Contractor will inform IESG/NIEC of any known security breaches or holes.
Compliance with reporting	Timely submission of minutes of weekly meetings (within two days of meeting) and quality of monthly progress report (content and language) submitted within five days of the end of every month.
Rectification of any shortcomings	Within an appropriate period of time depending on the scope of the issue and so as not to negatively on overall timelines of completion of the project.
Conduct of Contractor's staff	Level of professionalism, respect, cultural and gender sensitivity whilst engaging with NIEC and UN staff.

8. RECOMMENDED PRESENTATION OF PROPOSAL

Please refer to Annex 2 (Form for Submitting Service Provider's Proposal) attached hereto.

9. CRITERIA FOR SELECTING THE BEST OFFER

The criteria for selecting award shall be based on the combined scoring method – where the qualifications and methodology will be weighted a maximum of 60%, and combined with the price offer which will be weighted a maximum of 40%;

10. COPY RIGHTS AND PROPRIETARY RIGHTS

In accordance with Article 11 of the UNDP Terms and Conditions of Contract for Services, all copyrights will belong to NIEC/UNDP. Therefore, any work product arising from the proposed contract shall belong exclusively to UNDP/NIEC, with the Contractor assigning all right, title and interest, including all copyrights, patents and any other Intellectual Property Rights related to such work products to UNDP/NIEC.



Questionnaire for UNDP Somalia Vendors

Proposers are informed that while it is mandatory to complete and submit this questionnaire together with their technical proposal, the ratio of men and women working in the Company will not form part of the technical evaluation.

Gender Equality and Women's Empowerment

Gender equality and women empowerment are at the heart of UNDP's development mandate. We recognize that equal rights of men and women are fundamental to a just society. Our mandate includes advocating for women's and girls' equal rights, combatting discriminatory practices and challenging the roles and stereotypes that effect inequalities and exclusion. In Somalia, the Country Office continues to explore ways to make the integration of Gender a practical reality in our everyday work, including into our procurement processes. Proposers are therefore required to complete this questionnaire and submit it together with their proposals.

1 SECTION A - DEMOGRAPHIC INFORMATION

1.1 Vendor details

1.1.1	Date	
1.1.2	Position of the person completing the questionnaire	
1.1.3	Name of the company	
1.1.4	Physical address	
1.1.5	Postal address	
1.1.6	Telephone	
1.1.7	Fax	
1.1.8	E-mail	
1.1.9	Website	

1.2 Please indicate your core business first and insert other followed by others (if any) by percentage

1.2.1	
1.2.2	
1.2.3	
1.2.4	

2 SECTION B - GENDER EQUALITY AND WOMEN EMPOWERMENT PRACTICES

2.1 Introduction

2.1.1 The promotion of gender equality and empowerment of women is one of the Millennium Development Goals (MDGs) Do you think progress has been made in Somalia on this front?

2.1.1.1 Yes	
2.1.1.2 No	

2.1.1.3 Please elaborate or explain.

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2.1.2 Where does gender equality and empowerment of women rate in the list of priorities of your company? Please indicate by inserting an X at the appropriate option.

2.1.2.1 It's the top priority	
2.1.2.2 It's one of the top three priorities	
2.1.2.3 It's among our top ten priorities	
2.1.2.4 It's important but not a management priority	

2.2 Gender related policies and other practices

2.2.1 Which of the following gender related policies exist in your company? (Please tick)

	Yes	No
2.2.1.1 Maternity leave Policy		
2.2.1.2 Breastfeeding Policy		
2.2.1.3 Sexual Harassment Policy		
2.2.1.4 Equal Pay Policy		
2.2.1.5 Paternity Policy		
2.2.1.6 HIV/AIDS Work Place Policy		
2.2.1.7 Affirmative Action Policies		
2.2.1.8 Work Life Balance Policy		
2.2.1.9 Wellness Policy		
2.2.1.10 Recruitment and Selection Policy, which encourages qualified women candidates to apply		
2.2.1.11 Other		

2.2.2 In line with the above policies, also stated below, please indicate the number of employees who have benefitted over the past two years.

2.2.2.1	Maternity leave Policy	
2.2.2.2	Breastfeeding Policy	
2.2.2.3	Paternity Policy	

2.2.3 Do you have procedures to prosecute or handle sexual harassment cases?

2.2.3.1	Yes	
2.2.3.2	No	

2.2.4 Please elaborate or explain.

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2.2.5 Please elaborate or explain procedures undertaken to guarantee work-life balance in your Company?

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2.2.6 Please elaborate or explain practices or activities undertaken in pursuit of work-life balance arrangements?

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2.2.7 In line with the above policies and procedures, also stated above, please indicate the number of employees disaggregated by sex who have benefitted over the past two years?

2.2.7.1	Work-life balance arrangements	
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2.2.8 Please give specific acts of affirmative action and /or actions in favour` of gender parity?

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2.3 Company shareholding

2.3.1 How many of your company shareholders are men and women? Insert the numbers in the table below:

	Insert the number
2.3.1.1 Men	
2.3.1.2 Women	

2.3.2 Please indicate by marking an X, the number of shares that women hold

2.3.2.1 1-10%	
2.3.2.2 11-20%	
2.3.2.3 21-30%	
2.3.2.4 31-40%	
2.3.2.5 41-50%	
2.3.2.6 51-60%	
2.3.2.7 61-70%	
2.3.2.8 71-80%	
2.3.2.9 81-90%	
2.3.2.10 91-100%	

2.4 Composition of Board of Directors

2.4.1 How many of your board members are men or women? Insert the numbers in the table below:

	Insert the number
2.4.1.1 Men	
2.4.1.2 Women	

2.4.2 Mark by inserting an X the positions that women hold in your Board

2.4.2.1 Chairperson	
2.4.2.2 Vice Chairperson	
2.4.2.3 Treasurer	
2.4.2.4 Vice Treasurer	
2.4.2.5 Secretary	
2.4.2.6 Vice Secretary	
2.4.2.7 Other (please specify)	

2.5 **Composition of Employees**

2.5.1 How many people are employed full-time at your company?

		Insert the number
2.5.1.1	Men	
2.5.1.2	Women	

2.5.2 How many people are employed part-time at your company?

		Insert the number
2.5.2.1	Men	
2.5.2.2	Women	

2.5.3 How many men and women are employed **full-time** under the following categories in your company?

	Management	Male	Female
2.5.3.1	Executive Officers		
2.5.3.2	Finance Managers		
2.5.3.3	Personnel / HR Managers		
2.5.3.4	Industrial Managers		
2.5.3.5	Marketing / Retail Managers		
2.5.3.6	Research & Development Managers		
2.5.3.7	Purchasing Managers		
2.5.3.8	Consultants		
2.5.3.9	Others (please explain)		

2.5.4 How many men and women are employed **part-time** under the following categories in your company?

	Management	Male	Female
2.5.4.1	Executive Officers		
2.5.4.2	Finance Managers		
2.5.4.3	Personnel / HR Managers		
2.5.4.4	Industrial Managers		
2.5.4.5	Marketing / Retail Managers		
2.5.4.6	Research & Development Managers		
2.5.4.7	Purchasing Managers		
2.5.4.8	Consultants		
2.5.4.9	Others (please explain)		

2.5.5 External Projections of the Company

2.5.5.1 Do you think that the language that a company uses may promote or demote the question of gender equality?

2.5.5.1.1	Yes	
2.5.5.1.2	No	

2.5.5.2 Do you have a policy that discourages the use of gender-biased terms?

2.5.5.2.1	Yes	
2.5.5.2.2	No	

2.5.5.3 If yes, please elaborate or explain your company's practices or activities undertaken in pursuit thereof?

.....

.....

.....

[Also note that your reports will be reviewed in order to ascertain the extent to which your company uses gender-biased and bias-free terms]

2.5.6 Mechanisms for Continuous Improvement, Learning and Evaluation

2.5.6.1 Do you have gender specific trainings or courses for your staff?

2.5.6.1.1	Yes	
2.5.6.1.2	No	

2.5.6.2 Give the number of staff members who benefitted during the last two years?

2.5.6.2.1	Male	
2.5.6.2.2	Female	

2.5.6.3 Do you assess performance of your staff based on how well they promote or practice gender equality?

2.5.6.3.1	Yes	
2.5.6.3.2	No	

3 SECTION C - CONCLUSION

3.1 Are you in agreement with UNDP that gender equality and empowerment of women should be one of the key criterion for the selection of vendors who provide UNDP with goods and services for development?

3.1.1 Yes	
3.1.2 No	

Please elaborate or explain your choice of answer

In order to ensure the effectiveness of this exercise UNDP needs to have your **annual reports for the last two years** and all policies mentioned in the questionnaire

Thank you

Acknowledgement Form

Please type or print legibly and send via email to debbie.wandera@undp.org cc jennifer.nielsen@undp.org

REF: UNDP-PSO-RFP-2015-019

Website Design, Set-up, Maintenance and Hosting of Website for the Somalia National Independent Electoral Commission (NIEC)

Date: -----

Dear Ms. Nielsen,

Subject: Participation in Request for Proposal Reference No. UNDP-PSO-RFP-2015-019

We, the undersigned, acknowledge receipt of your above referenced Request for Proposal dated **November 2, 2015** and hereby confirm that:

a) we intend

we do not intend

to submit a proposal to the United Nations Development Programme by the deadline of **November 20, 2015, 17:00H Kenya time (GMT+3)**.

Names of our representative(s) designated for this engagement	1.; and 2.
Firm/Company's name (Proposer):	
Address:	
City:	State:
Zip:	
Signature of Authorized Representative:	
Name:	Title:
Telephone No.:	Ext.:
Fax No.:	
Email address:	

Instructions for Electronic Submission

Mandatory official address for electronic submission: bids.so@undp.org.

Format: PDF files only. Zip, RAR and JPEG must not be used.

Proposers are encouraged to check the attachment formats prior to submission as UNDP will not be responsible if attachments are in other formats that cannot be opened without additional software.

After preparing the Proposal in paper format as specified in Annex 3, Sections A, B and C, the entire Technical Proposal should be scanned or converted into one or more **electronic.pdf (Adobe Acrobat) format file(s)** and attached to one or more e-mails.

The same should be done for the Financial Proposal in Sections D and E in Annex 3 - **cost breakdown per deliverable and cost breakdown per component respectively which form the Financial Proposal.**

Financial proposals must be submitted separately from the Technical Proposal. Technical Proposals that contain pricing information will be **DISQUALIFIED**.

Mandatory subject of e-mail:

The subject line of the e-mail(s) for the technical proposal should state **“Technical Proposal for UNDPSO-RFP-2015-019: “Website Design, Set-up, Maintenance and Hosting of Website for the Somalia National Independent Electoral Commission (NIEC). “ DO NOT OPEN BEFORE NOVEMBER 20, 2015, 17:00H Kenya time (GMT+3); and**

A separate email for Financial Proposal: The subject line of e-mail(s) for the Financial Proposal should state **“Financial Proposal for UNDPSO-RFP-2015-019 Website Design, Set-up, Maintenance and Hosting of Website for the Somalia National Independent Electoral Commission (NIEC). “ DO NOT OPEN BEFORE NOVEMBER 20, 2015, 17:00H Kenya time (GMT+3).**

Max. File Size per transmission: *5MB*

Max. No. of transmission: There is no limit on the number of email messages for each Proposal. Proposers may send as many emails as needed but the size of each e-mail **must not exceed five megabytes (5MB)** and the first and subsequent messages should state the total number of messages comprising the Proposal, **e.g. message 1 of X, 2 of X, 3 of X, etc.**

No. of copies to be transmitted: (one) *1*

Virus Scanning Software to be used prior to transmission: *ANY*

Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, i.e. uncorrupted, in the **mandatory electronic format (pdf)**, and free from viruses and malware. **Failure to provide readable files will result in the proposal being rejected.**

Digital Certification/Signature: *Signed and stamped copy*

Time Zone to be Recognized: *Kenya Time (GMT+3.00)*

Since delays in email transmission can occur, Proposers are advised to send electronic submissions well in advance of the deadline. Offers emailed to UNDP and received after the submission deadline (**date and time**) will be **DISQUALIFIED**.

PROPOSALS SENT TO OR COPIED TO PERSONAL EMAIL ADDRESSES OF UNDP STAFF WILL BE DISQUALIFIED.