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Organização das Nações Unidas para a Educação, a Ciência e a Cultura
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Organisation des Nations Unies pour l'éducation, la science et la culture

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BID Nº 0002/2011 UNESCO

Implementation of the complementary modules of FUNAI's Information System

PROJECT 914BRA4008

TECHNICAL COOPERATION CONTRACT BETWEEN UNESCO AND FUNAI

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SECTION I – INFORMATION TO BIDDERS

A. INTRODUCTION

1. SOURCE OF FUNDS, BUYER AND CLIENT

- 1.1 The UNESCO Office in Brazil was asked by the Government of the Federative Republic of Brazil, through FUNAI, to contract a firm to implement the complementary modules of FUNAI's Information System, in the context of the execution of Project 914BRA4008.
- 1.2 The Government of the Federative Republic of Brazil and the United Nations Educational, Scientific and Cultural Organization (UNESCO), recognize UNESCO (hereinafter referred as "Buyer") as the purchasing agent for FUNAI (hereinafter referred to as "Client"). Payment will be made by Buyer at the request of the Client only after documental evidence, approved by the Brazilian Government or its authorized agent, proving the fulfillment of the terms and conditions of this Invitation to Bid, and shall be covered by the funds allotted in Project 914BRA4008.
- 1.3 This Invitation to Bid, if successful, should result in the establishment of a contract to implement the object described in clause 1.1. The bidders should pay special attention to the provisions of Attachment I – Terms of Reference before satisfying the provisions of this Invitation to Bid.

2. ELIGIBLE BIDDERS

- 2.1 This bidding is open to all companies set up in countries that are members of the UN and that prove to have the minimum qualification requirements required in this Invitation to Bid.
- 2.2 No individuals or legal entities collaborating in consortiums will be permitted to participate in the Bidding as independent bidders.
- 2.3 Any manifestation in relation to this Bidding is contingent upon the submission of identification documentation and power of attorney or duly notarized private Contract and, being a partner of the company, a copy of the bylaws and identification card should be submitted.
- 2.4 Incomplete documentation will not be accepted, nor will an extension be granted on the deadline for submitting qualification documents and adding to the Price Proposal.
- 2.5 No interested party may participate in this Bidding representing more than one company.
- 2.6 The following will not be permitted to participate in the Bidding: companies which right to bid has been suspended during the period and under the conditions of the impediment; those declared unfit by the Direct or Indirect Administration, including Foundations, at the federal, state and municipal level, as well as those that are in Composition or Bankruptcy.
- 2.7 UNESCO does not hire companies that appear in the Federal Government Transparency site (<http://www.portaltransparencia.gov.br/cies/>).
- 2.8 UNESCO prefers to hire companies that respect the environment and the self-sustainable development.

3. COSTS OF THE PROPOSAL

- 3.1 The Bidder shall fully cover all costs of preparing and submitting its proposal, and neither Buyer nor Client will be in any way held directly or indirectly responsible for such costs, regardless of the result of the bidding process.

B. INVITATION TO BID

4. CONTENT OF THE INVITATION TO BID

- 4.1 The products/services subject to supply, the bidding process and the contractual terms to be fulfilled are described in this Invitation to Bid.
- 4.2 The Bidder must examine all the instructions, forms, terms and specifications contained in the Invitation to Bid. The failure to furnish the information required by the Invitation to Bid or the submission of a proposal that does not satisfy the conditions stipulated in the Invitation to Bid will be of responsibility of the Bidder and may result in the rejection of the proposal.

5. CLARIFICATIONS ON THE INVITATION TO BID

- 5.1 The potential Bidder wishing to obtain clarifications on the Invitation to Bid must request them in writing through the e-mail licita@unesco.org.br or at fax number 55+61+3322-4261 until **31 March 2011**.
- 5.2 The Buyer shall respond, in writing 06 April 2011. Copies of Buyer's response (including explanation on the questions, without identifying their origin) shall be furnished to all Bidders that have already acquired or come to acquire the Invitation to Bid.

6. ADDENDUMS TO THE INVITATION TO BID

- 6.1 At any time, prior to the deadline for submitting the proposals, Buyer may, by previously consulting and in Contract with Client, for any reason, through its own initiative or in response to a question made by Bidder, modify the Invitation to Bid through an addendum/erratum.
- 6.2 All Bidders that have acquired or come to acquire the Invitation to Bid will be informed of the addendum/erratum in writing by e-mail, letter or facsimile, and shall be subject thereto.
- 6.3 In order to give Bidders enough time to consider the addendum when preparing their proposals, Buyer may, at its discretion, extend or not the deadline for submitting the proposals by modifying Clause 19, Section I.

C. PREPARATION OF THE PROPOSALS

7. LANGUAGE OF THE PROPOSAL

- 7.1 The qualification documents and the Technical and Financial Proposals must be submitted in Portuguese, for Brazilian companies, and in English, for foreign companies.
- 7.2 Contracts signed with Brazilian companies will be written in Portuguese, as well as correspondences and other communications between the Bidder and Buyer. For Brazilian companies, documents in foreign language will be accepted as long as they are accompanied by a translation into Portuguese, in which case, said translation will prevail over the originals.
- 7.3 Contracts signed with foreign companies will be written in two versions, one in Portuguese and the other in English. The correspondences and other communications between the Bidder and Buyer will be made in English. Documents in foreign language will be accepted for foreign companies.
- 7.4 If such is the case, the company to which the contract is awarded to must submit all documentation authenticated by the respective consulate and translated into Portuguese by a certified translator, before the signing of the contract.

8. SUBMISSION OF THE PROPOSAL

- 8.1 The proposal must be submitted in 03 (three) envelopes; one with the qualification documentation (Envelope nº 1), another with the technical proposal (Envelope nº 2) and other with the financial proposal (Envelope nº 3). All documentation/proposals must be delivered in duplicate; one being the original and one a copy. The documents/proposals delivered will be duly registered by UNESCO.
- 8.2 Envelopes numbers 1, 2 and 3 must be put in a larger envelope, and each must externally bear the information contained in item 18.

9. DOCUMENTS PROVING QUALIFICATION OF THE BIDDER (Envelope nº 1)

For Qualification purposes, bidders must submit the Documentation together with the Proposal Guarantee (clause 15) in Envelope nº 1, duly identified as “DOCUMENTAÇÃO [DOCUMENTATION]”, obeying the items described below.

All documents to be submitted that are not originals must be copies authenticated in a notary's office.

BRAZILIAN COMPANIES

- 9.1 Relative to the legal status:
- a) Business registration, in the case of an individual company;
 - b) Effective charter, articles of association or bylaws, duly registered, when dealing with commercial companies and, in the case of corporations, accompanied by documents electing their administrators;

- c) Decree of authorization, duly published, when dealing with a foreign company or corporation operating in the Country, and act of registration or operating license issued by the competent agency, when the activity so requires;
- d) Registration of the charter when dealing with civil companies, accompanied by proof of installation or appointment of the effective management;
- e) Submission of a declaration of the inexistence of night, hazardous or unsanitary work for anyone under the age of eighteen years and of any work for minors under the age of sixteen years, except as apprentices, from the age of fourteen years.

9.2 Relative to tax status:

- a) Proof of registration and cadastral situation in the National Directory of Legal Entities (CNPJ);
- b) Proof of registration in the state or municipal taxpayer registry, if any, relative to the domicile or headquarters of the bidder, pertaining to its area of activity and compatible with the contractual object;
- c) Proof of good standing with the Federal, State and City Treasury of the domicile or headquarters of the bidder, or equivalent, as set forth by law;
 - i. Proof of good standing with the Federal Treasury is demonstrated by presenting the Clearance Certificate of Tax Debts and Federal Contributions (Secretaria da Receita Federal do Ministério da Fazenda) and Clearance about Union Debt (Procuradoria-Geral da Fazenda Nacional do Ministério da Fazenda).
- d) Proof of good standing with respect to the Government Social Security (INSS) and Severance Indemnity Fund for Employees (FGTS);
- e) Clearance Certificate or Liability Certificate with Clearance Effects, proving its good standing with the State and City Treasuries, of the domicile or headquarters of the Bidder;

9.3 Economic-financial qualification:

- a) The documentation relative to economic-financial qualification will be limited to:
 - i. balance sheet and accounting statements for the last fiscal year, already enforceable and submitted as set forth by law, which prove the good financial situation of the company and may be updated by indexes when closed more than 03 (three) months prior to the proposal submission date. Replacing said documents with trial balances or interim balance sheets is prohibited. The companies must submit, along with the balance sheet for the period, the liquidity indexes that show the financial situation.
 - ii. clearance certificate for bankruptcy or composition issued by the distributor of the legal entity's headquarters, or for seizure of property, issued in the individual's domiciles; Certificates that do not have expiration date will remain valid until 30 days after the date of issue.
 - iii. proposal guarantee limited to 1% (one percent) of the estimated value of the object of the contract;
- b) The guarantee mentioned in item iii above, when demanded, must be presented and cannot be supplied by simply presenting the documents contained in the previous items;
- c) The requirement of economic-financial assessment indexes will be limited to demonstration of the bidder's financial capacity, with respect to the commitments that it will have to assume if awarded the contract. The requirement of minimum values of prior invoicing, indexes of earning power or of profitability is prohibited.

- d) In purchases for future delivery, the requirement, to the proposal submission date, of minimum capital or minimum net equity, no higher than 10% (ten percent) of the estimated value of the contract, with restatement for that date through official indexes may be established in the instrument calling for the bid do valor;
- e) The company's good financial situation will be proven objectively, through the calculation of accounting indexes stipulated in the invitation to bid and duly justified. The requirement of indexes and sums not commonly adopted for correct assessment of financial situation sufficient for meeting the obligations arising from the bidding is prohibited.

FOREIGN COMPANIES

9.5 The foreign companies not set up in Brazil will have to gather:

- a) proof of their legal/fiscal good standing through the usual means in the bidder's country of origin;
- b) proof of legal capacity of the representative that signs the proposal on behalf of the bidder;
- c) financial and accounting statements to prove that the bidder has the financial capacity necessary to accomplish the criterion;
- d) proof of its technical qualification, demonstrated through the usual means of the bidder's country of origin, through one or more declarations furnished by public or private corporations, where they prove that the bidder is capable of the delivery pertinent to and compatible with the object of the Invitation to Bid, in accordance with the Technical specification/description of the Term of Reference (Attachment I);
- e) Proposal Guarantee, as set forth in Clause 15.

10. TECHNICAL AND FINANCIAL PROPOSAL (Envelopes nº 2 and 3)

Bidders must submit the Technical and Financial Proposals Envelopes nº 2 and 3, respectively, duly identified as "Proposta Técnica" [Technical Proposal] (Envelope nº 2), and "Proposta Financeira" [Financial Proposal] (Envelope nº 3), obeying the items described below:

Technical Proposal (Envelope 2):

- a) Technical Specification/Description, according to Clause 14, submitting the proposal for the PRODUCTS/SERVICES in accordance with Annex I – Terms of Reference.
- b) Certification of the period of validity of the proposal, in accordance with Clause 16.
- c) The Bidder is advised to carefully read the information furnished in Annex I – Terms of Reference. The Bidder's response must correspond to the provisions described therein.
- d) Together with the Technical Proposal, bidders should present the following documentation:
 - Evidence that the BIDDER works for more than five years in the software development market.

- Identification of the development tools to be used by the project, and statement by the BIDDER on the fulfillment to each requirement disclosed in item 5 of the Terms of Reference.
- Statement issued by a public or private corporation, evidencing that the BIDDER has at least 3 (three) years of experience in the development or maintenance of systems using the development tool to be used to carry out the project.
- Technical Capacity Certificate issued by a public or private corporation, evidencing that the BIDDER has rendered services on development of Java/Web applications and PostgreSQL database.
- Certificate of execution of services on development, maintenance and implementation of portals and information systems corresponding to, at least, 1000 units of Function Points. The certificate should bear the name and office of the signatories, and the services development period.
- Evidence that at least one professional part of the project team holds the PMP (Project Management Professional) certificate issued by the PMI®. If there is no such professional, this should be replaced by a professional holding similar qualification.
- Evidence that the BIDDER has in its staff professionals with the following certificates: Sun Certified Java Programmer 1.4 or higher and Sun Certified Web Component Developer 1.4 or higher, followed by the statement that such professionals will be part of the contract development team and that, in the event of absence of one of those professionals, he/she will be promptly replaced by professionals with similar or higher qualification.
- Evidence of at least 4 (four) years of professional experience to each member of the project team in the respective technical profile. The period of technical certification (as requested in the previous item) must not be considered as professional experience.
- Fill in Table 3, related to the projects on information systems development carried out, including evidence of minimum experience of 2 (two) years in PostgreSQL database administration and SQL Server 2000 (or higher) through the submission of a Certificate of set of certificates.

Table 3 – Qualification: Information on executed projects

Kind of information	Content
1. Project identification.	Project Name.
2. Brief project(s) description	Identification of projects, with brief descriptions
3. Technical information on the systems developed	Technological platform and Database used
4. Data of the officer in charge of the information	Name / E-mail / Telephone of the officer in charge of the client's technical contacts related to the project).
5. Information on the Company / Public Body that issued the certificate and signature	Commercial Name / CNPJ / Address / Telephone and e-mail of the company / issuing Public Body, with certified signature and office of the signatory.

- To ensure the proper supply of services and the works quality, the bidder should hold: CMMi level 2 Certification (or higher) by stage or MPS.BR level F (or higher) that enable the BIDDER to evidence the use of quality processes in the software production.
- The certificates must be presented in Portuguese, or the respective translations by professional or company officially recognized.

Financial Proposal (Envelope 3):

- a) The Bidder must fill out and sign the Proposal Instrument in conformity with the model included in Section III of this Invitation to Bid and in accordance with the provisions of Clause 11.
- b) Proposal Instrument filled out in conformity with this Invitation to Bid and in accordance with the technical specification/description of the product, contained in Annex I – Term of Reference.

11. PRICE OF THE PROPOSAL

- 11.1 In the event of a discrepancy between the unit values and the total, the unit values will prevail, and, if there is a discrepancy between the written out values and their counterparts in algorithms, the written out values will prevail.
- 11.2 Prices quoted by the Bidder must be fixed throughout the duration of the execution of the contract by the Bidder and must not be subject to variations of any nature. Proposals received with adjustable price quotes will be treated as inadequate and rejected.

12. PROPOSAL CURRENCY

- 12.1 The prices must be quoted in Brazilian Currency – Real.

13. PRODUCT DELIVERY DEADLINE

- 13.1 Refer to Attachment I – Terms of Reference.

14. TECHNICAL SPECIFICATIONS/DESCRIPTIONS

- 14.1 The Bidder must furnish the Buyer with substantial and appropriate information for each item of the product/service that is the object of this bidding in Envelope nº 2 – Technical Proposal. This information must include additional data that make it possible to accurately evaluate the quality and complete compliance of the proposal. The submission of additional data/components (pamphlets, brochures, catalogs, samples, etc) that could specify the product/service to be furnished more clearly is at the discretion of the Bidder;
- 14.2 The products/services offered must be in conformity with the technical specifications/descriptions contained in Annex I – Terms of Reference of this Invitation to Bid;
- 14.3 The non-conformity of any of the products with the specifications or their equivalent, as described above, or even the inadequate description of the item may result in the rejection of the complete proposal, at the discretion of Buyer;

- 14.4 Upon submitting the proposal, Bidder confirms that the products/services offered:
- a) are in conformity with proven technical standards and Technical description, as set forth in Annex I – Terms of Reference.
 - b) meet the most recent standards of quality;
 - c) are safe and completely compatible for operation in Brazil;

15. PROPOSAL GUARANTEE

- 15.1 As an integral part of Envelope nº 1 (Documentation), Bidder must furnish a Proposal Guarantee in the amount of **R\$ 5.000,00 (five thousand reais)**.
- 15.2 The Proposal Guarantee is required to keep Buyer and Client protected from the actions or omissions of the Bidder that bring about the Enforcement of the Guarantee, in accordance with Clause 15.8.
- 15.3 The Proposal Guarantee must be expressed in the currency of the proposal and must be furnished as follows: administrative check, bank surety or surety bond and must be valid at least 30 (thirty) days past the period of effectiveness of the proposal.
- 15.4 Any and all Proposals not accompanied by a Proposal Guarantee (in Envelope nº 1), in accordance with Clauses 15.1 and 15.3, will be rejected by Buyer.
- 15.5 The Proposal Guarantees of the losing Bidders will be refunded within a period of up to 30 (thirty) days following the period of effectiveness of the proposals.
- 15.6 The Proposal Guarantee of the winning bidder will only be released when the contract is signed, upon presentation of the contractual Execution Guarantee, as set forth in Clause 32.
- 15.7 The Proposal Guarantee of the unqualified bidders will be refunded within a period of 30 days from the completion of the qualification phase; should an appeal be filed, the refund deadline will be counted from the final decision of the appeals.
- 15.8 The Proposal Guarantee may be enforced:
- a) if the Bidder withdraws or modifies its proposal in any way during its period of effectiveness defined thereby in the Proposal Instrument;
 - or
 - b) if the bidder takes any action other than those stipulated in the Invitation to Bid during the proposal evaluation period;
 - or
 - c) in the case of the winning Bidder, if the same fails to:
 - (i) sign the contract;
 - or
 - (ii) furnish the execution guarantee, as set forth in Clause 7, Section II.
- 15.9 All the commissions and fees owed in relation to the Proposal Guarantee shall be paid by Bidder.

16. PERIOD OF VALIDITY OF THE PROPOSAL

- 16.1 The proposals must remain valid for **120 days** following the date of the opening of the proposals. Proposals valid for a period shorter than that established by Buyer will be rejected as inadequate.

- 16.2 In special circumstances, Buyer may ask Bidders to extend the period of effectiveness of the proposals. In this case, the request and the responses will be made in writing, by letter, e-mail or facsimile, and the Bidder must obtain an extension of the validity of the corresponding Proposal Guarantee. The Bidder may refuse to extend the validity of its proposal without resulting in the enforcement of the Proposal Guarantee. If the same agrees to extend the proposal's period of effectiveness, no other modifications to the original proposal will be permitted.

17. PREPARATION OF THE PROPOSAL / DOCUMENTATION

- 17.1 The Bidder must submit the Documentation Proposal duly identified as Envelope n° 1, the Technical Proposal duly identified as Envelope n° 2 and the Financial Proposal duly identified as Envelope n° 3. Envelopes n° 1, 2 and 3 must contain the original and the copy of the documentation/proposal. The three envelopes must be contained in an external envelope.
- 17.2 The proposals must be printed with indelible ink and must be initialed on all pages and signed on the last by the Bidder or by the person(s) legally authorized to contract obligations in its name. In the event that the person(s) cannot sign any possible contract, the authorization may be given by a written power of attorney accompanying the proposal. All the pages of the proposal that accompany the proposal, except printed matter with no erasures, must be initialed by the signatories of the proposal, numbering all the pages sequentially.
- 17.3 The proposal with interlineations, corrections, erasure or exclusions will not be accepted; it will be rejected.

D. SUBMISSION OF THE PROPOSALS

18. ADDRESSING AND CLOSING THE PROPOSALS

- 18.1 The Bidder must submit the Documentation, the Technical and the Financial Proposal, together with its copies, in separate envelopes, duly identified as Envelope nº 1 – Documentation, Envelope nº 2 – Technical Proposal and Envelope nº 3 – Financial Proposal, respectively. Each of the envelopes will be duly referred to as **internal envelope**.
- 18.2 Each of the 3 (three) internal envelopes must be sealed and contain:

< name and postal address of the bidder >
CNPJ (If available)
Bid nº 0002/2011
[Envelope number and identification]
UNESCO/BRZ
Project 914BRA4008

In order to make it possible for the envelope to be returned without breaking the seal, in the event it is late or disqualified, further identifying Envelope nº 1 – Documentação, Envelope nº 2 – Proposta Técnica and Envelope nº 3 – Proposta Financeira.

- 18.3 The internal envelopes must be placed and sealed in another envelope, hereinafter referred to as **external envelope**.
- 18.4 The external envelope, containing the 03 (three) internal envelopes, must be addressed to the Buyer at the following address and with the following identification:

UNESCO BRASIL
Setor de Licitação e Contratos
Ref. Licitação Nº 0002/2011
SAS Quadra 05 - Bloco H - Lote 6 - Sala 1102
Ed. CNPq/IBICT/UNESCO
CEP 70.070-050 – Brasília (DF)

- 18.5 If the internal envelope is not sealed and identified according to the instructions of Clause 18.2 above, Buyer will not assume any responsibility for not returning the proposal in the event that the same is received late or disqualified. Any proposal incorrectly labeled will be destroyed without being opened.
- 18.6 If the external envelope is not properly closed and identified in conformity with the instructions contained in Clause 18.4 above, Buyer will not assume any responsibility for the loss, premature opening of the proposal or disqualification.

19. DEADLINE FOR SUBMITTING THE PROPOSALS

- 19.1 The proposals must be received by the Buyer at the address specified in Clause 18.4 **before 18:00h (Brasília time) on 18 April 2011**.

- 19.2 Buyer may, at its discretion, postpone the date for receiving and opening the proposals, in which case all the rights and obligations of Buyer and of the Bidders will be subject to the new date, which will be officially communicated to the Bidders that acquired the Invitation to Bid, within the periods established.
- 19.3 Envelopes delivered by the Bidders or their authorized agents will be received by Buyer in the condition in which they were delivered. The Envelopes received by **before 18:00h (Brasilia time) on 18 April 2011** will be stamped with the date and time. After they are stamped, the envelopes will be kept at a locked location until the public opening of the proposals.

20. LATE DELIVERY OF PROPOSALS

- 20.1 The proposals received by Buyer after the deadline established in conformity with Clause 19 will be rejected and returned unopened to the respective senders or may even be destroyed, in conformity with Clause 18.5.

21. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 21.1 The Bidder may modify or withdraw its proposal after it is sent, provided that there is a written notice of its modification or withdrawal and that it is received by Buyer before the deadline for submitting the proposals.
- 21.2 The notice of modification or withdrawal of the proposal must be sent in a sealed envelope addressed according to the provisions of Clause 18. The notice of withdrawal may also be sent by fax, but followed by a duly signed confirmation and must be received by Buyer within the period stipulated for submission of the proposals.
- 21.3 No proposal may be modified after the proposal submission period.
- 21.4 No proposal may be withdrawn in the time period between the end of the period for submitting proposals and the expiration of the period of effectiveness of the proposal stipulated by Bidder in the Proposal Instrument. Withdrawal of the proposal during this time period may result in the execution of the Proposal Guarantee.

E. OPENING AND EVALUATION OF THE PROPOSALS

22. OPENING AND EVALUATION OF PROPOSALS BY BUYER AND CLIENT

22.1 Buyer shall begin opening the proposals at **15:00h (Brasilia time) on 19 April 2011**, at the following address: UNESCO - SAS Quadra 05 Bloco H Lote 6, Edifício CNPq/IBICT/UNESCO, Brasília-DF.

22.2 Buyer will open Envelopes nº 1 – Documentation, nº 2 – Technical Proposal and nº 3 – Financial Proposal, always in a public ceremony.

22.2.1 Envelopes nº 1 – Documentation, will be opened on the date set in item 22.1, and the companies that sent a proposal will receive, via fax and/or e-mail, a copy of the minutes from the opening session.

The qualified companies will be notified, by e-mail and/or fax, of the date and time for the opening of Envelope nº 2 – Technical Proposal.

22.2.2 Envelopes nº 2 – Technical Proposal, will be opened and the companies that qualified in the 1st phase will receive, via fax and/or e-mail, a copy of the minutes from the opening session. After the proposals are analyzed (the analysis will not be conducted during the opening meeting), all the participants of this phase will be notified, by e-mail and/or fax, of the points earned by all the bidders and if any company's proposal was disqualified for failing to satisfy some of the items of this invitation to bid.

The qualified companies will be notified, by e-mail and/or fax, of the date and time for the opening of Envelope nº 3 – Financial Proposal.

22.2.3 Envelopes nº 3 – Financial Proposals, will be opened and the companies that qualified in the 2nd phase will receive, via fax and/or e-mail, a copy of the minutes from the opening session. After the proposals are analyzed, all the participants of this phase will be notified, by e-mail and/or fax, of the values submitted by all the bidders and if any company's proposal was disqualified for failing to satisfy some of the items of this invitation to bid.

The bidders will be notified, by e-mail and/or fax, of the final result of the bidding. The company that met all the requirements of this invitation to bid and that achieved the biggest score and/or offered the lowest price or other criteria, as established in Annex I – Terms of Reference, will be confirmed as the winner.

22.2.4 The result will be available for consultation by the interested parties on the UNESCO site (www.brasilia.unesco.org) and/or will be send to the bidders by e-mail and/or fax.

22.3 Buyer will draw up the minutes from the opening session, containing, at the least, the names of the Bidders, the prices proposed, discounts and the presence and/or absence of the requirement of the Proposal Guarantee. Other details that Buyer considers appropriate may be announced in the meeting.

23. CLARIFICATIONS ON THE PROPOSALS

23.1 In order to help in the analysis, evaluation and comparison of the proposals, Buyer may ask the Bidders for the clarifications it considers necessary. The request for clarifications and the responses will be made in writing, by letter or facsimile. No modification of the prices quoted or of the essence of the proposal will be requested or permitted.

24. PRELIMINARY ANALYSIS

- 24.1 Buyer will verify if the Documents submitted correspond to what was requested, if the proposals are complete, if there is a calculation or keying error, if the required guarantees were duly provided, if the documents are duly signed and if the proposals are adequate to the requirements of the Invitation to Bid.
- 24.2 Arithmetic or simply numerical errors will be rectified as follows: if there is a discrepancy between the unit price and the total price obtained by multiplying the unit price by the quantity, the unit price will prevail and the total price will be corrected; if the Bidder does not accept the correction of the error, the proposal will be rejected. If there is a discrepancy between the values written out and their counterparts in algorithms, the values written out will prevail.
- 24.3 The Buyer will determine the substantial adequacy of each proposal to the terms of the Invitation to Bid. For the purposes of this Clause, the proposal that satisfies all the terms, conditions and requirements of the Invitation to Bid and the specifications contained in Annex I – Terms of Reference, without substantial exceptions or deviations, will be considered substantially adequate. Substantial deviations or exceptions are those that significantly affect the scope, quality or performance of the services, or that conflict with the Invitation to Bid and the Terms of Reference, restrict the rights of Buyer or the obligations of the Bidder, and which rectification would unfairly affect the competitive position of the other Bidders that presented proposals adequate to Invitation to Bid. Buyer will determine the adequacy of the proposal based on the content of the proposal and will not use extrinsic evidence.
- 24.4 The proposal evaluated as inadequate will be rejected by Buyer after prior consultation with Client and may not be subsequently changed by the Bidder in order to adequate it to the terms of the Invitation to Bid.
- 24.5 Buyer may excuse small nonconformities or irregularities in a proposal that are not significant divergences, provided that this action does not damage or affect the related classification of any of the Bidders.

25. APPEAL PERIOD

- 25.1 After each decision of the Buyer (Qualification, Judgment of the proposals), a period of 05 (five) business days will be given for the companies, if interested, to submit an appeal.

26. ADMINISTRATIVE APPEAL

After the decision of the Buyer regarding the appeal, the companies may submit an administrative appeal in a period of 05 (five) business days.

- 26.1 The appeals must be submitted by fax or letter.
- 26.2 The appeals will suspend the periods mentioned in item 25.1 (qualification, judgment of the proposals).
- 26.3 No decision will be taken without giving the other bidders the right to challenge the appeals in a period of 05 (five) business days.

27. EVALUATION AND COMPARISON OF THE PROPOSALS

- 27.1 Buyer will evaluate and compare the proposals considered adequate, pursuant to the terms of Clause 24.

27.2 The Technical and Financial Proposal will be evaluated with observance of the technical specifications contained in Annex I - Terms of Reference.

27.3 The criterion for final evaluation of the proposal will be obtained through the evaluation criteria as specified in Annex I - Terms of Reference.

28. COMMUNICATION WITH BUYER OR CLIENT

28.1 Except for what is set forth in Clause 23, no Bidder may communicate with Buyer on any matter related to the bidding, from the opening of the proposals to the announcement of the result and the Notification of Award.

28.2 Any attempt of the Bidder to influence Buyer's decisions related to the analysis and evaluation of the proposals, or to the awarding of the Contract object, will result in the **immediate** rejection of its proposal.

28.3 The only contacts permitted are those initiated by the Buyer.

F. AWARDING OF THE CONTRACT

29. AWARDING CRITERION

- 29.1 Without affecting what is set forth in Clause 30, Buyer will award the result of the bidding to the qualified Bidder, where the final classification will be obtained through the lowest price per item or lowest global price, in accordance with the criteria established in clause 9 and in Annex I – Terms of Reference.

30. RIGHT OF BUYER AND CLIENT TO CHANGE THE QUANTITIES

- 30.1 Buyer reserves the right to, after prior consultation with Client, increase or decrease the quantity of the products described in the Annex I – Terms of Reference, without any change in the unit prices or other terms and conditions offered by the winning Bidder.

31. RIGHT OF BUYER AND CLIENT TO CANCEL THE BIDDING

- 31.1 Without affecting what is set forth in Clause 28, Buyer reserves the right to, after prior consultation with Client, cancel the bidding any time before the contract is awarded, without the cancellation resulting in any right to indemnity of the Bidders.

32. NOTIFICATION AND AWARDING OF THE CONTRACT

- 32.1 After the Proposal analysis report, Buyer will announce the result of the bidding and will notify the bidders and award the winning Bidder, by email, fax or letter, that its proposal was accepted. After receiving the notification, the winning Bidder must provide the Execution Guarantee, in the amount of **10% (ten percent)** of the value of the contract.
- 32.2 Once the Execution Guarantee is received from the winning Bidder and the Contract is signed, the Buyer will refund the Proposal Guarantees.

33. SIGNING THE CONTRACT

- 33.1 Buyer will prepare and submit the Contract to the approval of the Client. Upon receiving the approved contract, Buyer will then sign it on behalf of the Client.
- 33.2 The Bidder with the winning proposal must sign and date the Contract, in 3 vias, and return them to the Buyer within 05 (five) consecutive days from the date it is received.

34. EXECUTION GUARANTEE

- 34.1 The winning Bidder must deliver the Execution Guarantee of **10% (ten percent)** of the value proposed for the contract, along with the signed 3 vias of the Contract. The Execution Guarantee must remain valid until 30 days after the ending of the Contract.
- 34.2 Immediately after receiving the duly signed Contractual Instrument and the Execution Guarantee, Buyer will return the Proposal Guarantee of the bidders.

34.3 The failure of the Bidder to comply with what is set forth in Clauses 32 and 33 will be sufficient motive for cancellation of the award and enforcement of its Proposal Guarantee. In this case, Buyer may award the object of the bidding to the Bidder with the offer evaluated as the second place, and so on, in accordance with the conditions of the Invitation to Bid, or conduct another bidding.

SECTION II –CONDITIONS OF THE CONTRACT

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PART I – CONTRACT IDENTIFICATION

Service Contract

between

UNESCO – United Nations Educational, Scientific and Cultural Organization

and

[Winning Bidder]

**[N° SA]
0002/2011**

Brasília, [date]

PART II – CONTRACT FORM

SERVICE CONTRACT

Ref: [N° SA]

**THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION
– UNESCO**
SAS Quadra 05 Lote 06 Sala 1102
Ed. CNPq/IBICT/UNESCO
Brasília, DF - Brasil
Hereinafter referred to as “UNESCO”

and [Winning Bidder]

[Address]

Hereinafter referred to as “Contractor”

WHEREAS UNESCO has launched an Invitation to Bid in order to enter into Service Contract (hereinafter called “Contract”) for the [object of the contract].

WHEREAS the Contractor demonstrated that it is qualified, ready and able to supply such Professional Services in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, UNESCO and the Contractor (hereinafter called the PARTIES) hereby agree as follows:

Article 1 - Contractual Documents

- 1.1 The following documents shall be deemed to form and be fully filled in, read and be construed as integral part of this Contract:
 - a. this Contract (3 pages)
 - b. the General Conditions of Contract – Annex 1 (2 pages)
 - c. the Special Conditions of the Contract – Annex 2 (1 page)
 - c. the Terms of Reference– Annex 3 (X pages)
 - d. the Contractor’s Financial Proposal – Annex 4 (X pages)
- 1.2 These Contract Documents are complementary to one another. In the event of any inconsistency, ambiguity or contradiction among them, they shall prevail in the order of their enumeration stated above.

Article 2 – Obligations of the Contractor

- 2.1 The Contractor shall provide the professional services, goods and equipments in accordance to this Contract.
- 2.2 If required, the Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.3 In the event of any advantageous gains in efficiency through the introduction of new approaches and/or downward pricing of the services specified in Annex 4 to this Contract during the duration of this Contract, the Contractor shall notify UNESCO immediately. UNESCO shall consider the impact of any such event and may request an amendment of the Contract.

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

Article 3 – Prices and Payment

- 3.1 All prices are quoted in Reais including delivery of services to UNESCO.
- 3.2 An original invoice shall be issued after the delivery of the services. Payment will be made on satisfactory fulfillment of contract conditions and delivery of services required.
- 3.3 Prices shall be set in accordance with the rates outlined in Annex 4.
- 3.4 Payments effected shall be deemed neither to relieve the Contractor of its obligations nor acceptance by UNESCO of the Contractor's performance of the related Services.

Article 4 - Delivery Terms and Time

- 5.1 Services supplied under this Contract shall be delivered in accordance with the terms and conditions of this Contract.

Article 5 - General Terms and Conditions

- 6.1 This Contract is subject to UNESCO General Conditions for Contract for Professional Services, attached hereto as Annex 1.

Article 6 - Entry into Force and Term of the Contract

- 7.1 This Contract supersedes all prior oral or written Contracts, if any, between the Parties and constitutes the entire Contract between the Parties with respect to the supply of Goods or Services hereunder.
- 7.2 This Contract shall remain in force for a period of [indicate the period].

Article 8 - Notices

- 8.1 Unless specified otherwise in this Contract, all notices and other communication required or contemplated under this Contract shall be in writing and in English or French language and shall be delivered by either (i) personal delivery; (ii) recognized courier service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) confirmed facsimile or e-mail transmission, addressed to the Party to whom intended at the address shown below.
- 8.2 Notice by certified mail or recognized courier service shall be effective on the date it is officially recorded as delivered to, or receipt refused by, the intended recipient. All other notices and communication required or contemplated by this Contract delivered in person, by facsimile or by confirmed e-mail shall be deemed to have been delivered to and received by the address and shall be effective on the date of actual receipt.

Article 9 – Contract Amendment

- 9.1 No variation in or modification of the Contract shall be made except by written amendment signed by the parties.

9.2 If any change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended, provided that the amendment does not exceed in 10% (ten percent) the original contract amount.

This Contract is issued in two originals and shall enter into force upon the signatures by both parties.

On behalf of "UNESCO":

Authorized Signature

Vincent Defourny

Date:

On behalf of the "CONTRACTOR":

Authorized Signature

[name]

[post]

Date:

PART III – GENERAL CONDITIONS OF THE CONTRACT

Annex 1 General Conditions of Contract for Professional Services

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

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 UNESCO.

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 UNESCO for all sub-contractors. The approval of UNESCO 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 UNESCO 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, UNESCO, its officials, agents, 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

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.

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.

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 UNESCO as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNESCO;
- (iii) Provide that UNESCO 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 UNESCO 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 UNESCO 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 UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNESCO, 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 UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNESCO 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 UNESCO'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 UNESCO in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO OR THE UN

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO 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 UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; 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 UNESCO, 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 UNESCO 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, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNESCO 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 UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO 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 UNESCO under this Article, no payment shall be due from UNESCO 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, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO 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.

17. 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 UNESCO, including its subsidiary organs.

18. TAX EXEMPTION

18.1 Section 9 of the Convention on the Privileges and Immunities of the Specialized Agencies to which Brazil is a party provides, *inter-alia*, that the UNESCO 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 UNESCO to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNESCO 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

20. 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

21. 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. 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 UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

PART IV – SPECIAL CONDITIONS OF THE CONTRACT

Annex 2 Special Conditions of Contract for Professional Services

Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	<p>The Authorized Representatives are:</p> <p>For the Purchaser: _____</p> <p>For the Consultants: _____</p>
2	<p>The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.</p>
3	<p>The date for the commencement of Services is after the Contract signature.</p>
4	<p>The Payment will be made against delivery of the products/services, in accordance with what the Attachment I – Terms of Reference specifies in this respect. The Invoice must be issued in the name of UNESCO - Organização das Nações Unidas para a Educação, a Ciência e a Cultura, CNPJ 03.736.617/0001-68.</p>

SECTION III– PROPOSAL INSTRUMENT

Date:
Invitation to Bid no.

To [Buyer]

Dear Sirs:

Having examined the Invitation to Bid, we, the undersigned, submit this proposal for [*describe the object of the proposal*], in conformity with the aforementioned Invitation to Bid, for the total value of [*price of the proposal in currency, numbers and written out – the price includes all the taxes required under the law*].

If our proposal is accepted, we promise to make complete delivery of all the items/products/services specified in the Terms of Reference (Annex I), according to the Chronogram also specified in (Annex I), which must be counted from the signature date of the Contractual Instrument.

If our proposal is accepted, we will obtain a Bank guarantee in an amount no lower than [*number*] % of the Contract Price, for execution of the same.

We agree to maintain the validity of this proposal for a period of [*number*] days. This proposal is a commitment binding to us and may be accepted at any time before the end of said period.

Until a formal Contract is prepared and signed, this proposal and its written acceptance through the Notification of Award will be considered a contract and will be binding to the parties.

We are aware that you are not bound to accept the proposal with the lowest value or any other proposal you receive.

On the ____ day of _____ of 20____.

Name and Signature

Name of the Company:

CNPJ No. (registration in the National Directory of Legal Entities):

Bank Information (Bank, Agency, Account #):

Name and Title of the responsible for signing the Contract:

ANNEX I

TERMS OF REFERENCE

(Bid nr. 0002/2011)

1. OBJECT

Hiring of specialized services to develop IT systems to implement the complementary modules of the Indigenous Information System of the Brazilian National Indian Foundation.

2. JUSTIFICATION

2.1 FUNAI – a Public Foundation bound to the Ministry of Justice – is tasked with:

"I - Exercising, on behalf of the Federal Government, the protection and promotion of indigenous peoples' rights;

II - Formulating, coordinating, articulating, following-up and enforcing the Brazilian Government indigenous policy, based on the following principles:

- a) Ensure the recognitions of the indigenous people's social organization, customs, languages, beliefs and traditions;
- b) Respect to the indigenous citizens, their communities and organizations;
- c) Ensure the natural right to, inalienability and unavailability of lands traditionally occupied and the grant of exclusive use of the wealth found therein;
- d) Ensure the isolate indigenous peoples the full exercise of their freedom and the traditional activities, without the mandatory need of contacting them;
- e) Guarantee environmental protection and conservation in the indigenous lands; guarantee the promotion of social, economic and cultural rights to the indigenous peoples;
- f) Ensure the participation of indigenous peoples and their organizations at state levels that define the public policies related to them.

III - Managing the indigenous asset, except for the assets which are to be managed by the indigenous peoples or communities, pursuant to Art. 29, which can also be managed upon express assignment of stakeholders;

IV - Promoting and supporting surveys, census, analyses, studies and scientific research on the indigenous peoples, to value and disseminate their cultures;

V - Following-up on the actions and services devoted to indigenous people's health care;

VI - Following-up on the actions and services oriented to provide differentiated education to indigenous peoples;

VII - Promoting and supporting the sustainable development in indigenous lands, according to the reality of each indigenous people;

VIII - Through dissemination instruments, promoting the collective interest to the indigenous cause;

IX - Exercising the policy power to defend and protect the indigenous peoples."

2.2 The project for developing the main modules to the first version of the FUNAI Indigenous Information System, enabling the centralization and sharing of information related to indigenous issues.

2.3 To meet the aforementioned purposes, FUNAI needs supporting tools to run and manage the activities concerned. In principle, an internal survey was carried out to find the needs for automating the institution's processes, then prioritizing a set of requirements that makes up the first version of the FUNAI Indigenous Information System. It demands the development of supplemental modules to this system, in order to improve the management and delivery of the end activities of FUNAI

2.4 The Foundation decided to hire the services established herein, to comply with the standards recommended by the Federal Government concerning the use of Open Software, selecting the Java/Web platform. This decision was based on the following features offered by the platform:

- i. Multi-platform environment;
- ii. High performance;
- iii. Professional market reference.

2.5 To store the system information, the PostgreSQL database was selected, pursuant to the standards recommended by the Federal Government. This decision was based on the features offered by the database manager:

- i. Robustness to large transaction volumes;
- ii. Native support to numerous platforms;
- iii. Variety of native interfaces;
- iv. Object-oriented expansion;
- v. Unlimited register size;
- vi. Automatic Recovery after system crash;
- vii. Multiple kinds of indexes;
- viii. Extendable to geo-processing solution.

3. EXPECTED OUTCOMES

- 3.1 Share data on land issues with the areas engaged with the process described in Decree 1175/96.
- 3.2 Promote the shared management among areas in charge of managing projects and actions performed by FUNAI; such co-management aims at improving the articulation, integration and synergy of actions developed by the State, thus increasing the actions' efficiency and efficacy.
- 3.3 Promote to the area concerned, the integrated management of actions, while improving the monitoring of Public Policies and institutional relations with external bodies, with the effective participation of FUNAI. Provide information to help improving the intra- and inter-institutional articulation, and integration across states, upon the direct or indirect involvement of FUNAI.
- 3.4 Promote to the area in charge, effective management of the process that authorizes the entrance of people in indigenous lands; such entrances are required by the censuses, analyses, studies and scientific research about indigenous peoples, aiming at appraising and disseminating their indigenous cultures.
- 3.5 Improve the process that provides institutional information, notably the images in the body's documentation collection, promoting improvements to the data generated and to the information provided by FUNAI.
- 3.6 Promote to the area in charge, the monitoring of information related to students supported by FUNAI, as well as the quantitative control of indigenous teachers, students and schools in the settlements, enabling the monitoring of actions and services oriented to providing differentiated education to indigenous peoples.

4. OBJECTIVE

- 4.1 Enable the centralized and safe management of data related to the indigenous reality in Brazil.
- 4.2 Enable the management and delivery of administrative actions and activities, supplementary to the end activities of FUNAI
- 4.3 The specific objective of development of the complementary modules of the FUNAI Indigenous Information System comprises meeting the requirements of this call for bid, by fulfilling the following activities:

Activity 1

- 4.3.1 Project management procedures.

4.3.2 Specification of the requirements to the modules disclosed in Annex I – Functionalities.

Activity 2

4.3.3 Service of analysis, re-designing, standardization, quality, migration and integration of data referring to the projects executed at FUNAI's decentralized units.

4.3.4 Analysis, project, decoding and test of the functionalities part of the Projects Management Module and its sub-modules (Actions and Projects Management, Special Projects, Community Development Projects and Execution and Performance Indicators).

Activity 3

4.3.5 Service of analysis, remodeling, standardization, quality, migration and integration of data related to the information on occurrences and problems in indigenous lands.

4.3.6 Analysis, design, decoding and trial of the functionalities part of the Management of Entries in Indigenous Land and Legal module.

Activity 4

4.3.7 Service of analysis, remodeling, standardization, quality and migration of data from the current image banks.

4.3.8 Analysis, design, decoding and trial of the functionalities part of the Management of Entries in Indigenous Land and Legal module.

Activity 5

4.3.9 Elaboration of manuals and quality surveys.

4.3.10 Project conclusion.

5. SPECIFICATIONS

I – Requirements of the system to be developed

- 5.1 Full integration to the first version of FUNAI's Indigenous Information System, compliance to the technical requirements, and layout standardization
- 5.2 Full integration to the Security Module – Users Management – used by the Indigenous Information System
- 5.3 Work in LAN and multi-platform environment to take advantage of the existing infrastructure with flexibility to future platforms.
- 5.4 Use the PostgreSQL database, enabling further integration with the PostGIS database to be used by the future geo-processing solution to be developed.
- 5.5 Bear profile management to control access and permissions to each routine.
- 5.6 Comprise Log auditing functionalities to operations of inclusion, change and exclusion of data, provided that observed the actual need in each operation during the detailing of the requirements survey.
- 5.7 Use JAVA/WEB technology with a tool that allows for automatically generating compliant code, with executable modules that can be implemented in Windows and Linux operating environments;

The development tool should be approved by the FUNAI Technical Commission, pursuant to the following features:

- i. Capacity of easy future maintenance of the code;
- ii. Capacity of having other tools using the source code during the maintenance period;
- iii. Embedded debug capacity;
- iv. Intellisense/codecomplete resources;
- v. Facility of changing the html codes;
- vi. Capacity of changing the system layout as needed by the institution;

- vii. Non-use of proprietary components;
- viii. Compatibility with geo-processing solutions;
- ix. Integration with tools on control of version and management of repository of configuration items, like SVN, CVS and other tools.

II – Software Functional Requirements

5.8 The software to be developed should fully meet the scope described in Annex I – Functionalities herein. Software is here understood as the system made up by a set of programs, procedures and documentation developed to serve the needs established herein.

III – System quality requirements

5.9 Usability: Simple, intuitive and WEB-oriented visual interface. It should comprise the functionality of help to users through hints on the main fields on the screens.

5.10 Availability: The system should be available 24 (twenty-four) hours a day on business days, with tolerance of service break shorter than 12 (twelve) hours on weekends to the system maintenance.

5.11 Integrity: The system should maintain the data integrity by controlling simultaneous accesses to the database and respecting the ACID principles - Atomicity, Consistency, Isolation and Durability.

5.12 Portability: The system should support at least the Internet Explorer 6 (and higher) and Mozilla FireFox 2.0 (and higher) browsers.

5.13 Maintainability: The project should comprise: Clear and complete documentation on the components developed in the system; separation of functionalities with communal context by modules, thus facilitating the identification in cases of error; use of simple and intuitive standards to label tables, fields, variables and other components.

IV – Project requirements

5.14 The project development should meet the following criteria in the development time:

- Use of Development Methodology
- Use of Projects Management Practices
- Use of Software Quality Processes
- Visual Standardization (Screens Layout)
- Use of Standards and management of configuration items
- Performance
- Use of Security Standards
- Use of E-Government Standards.

5.14.1 Use of Development Methodology

5.14.1.1 The project development should be interactive, incremental and by modules, according to the survey on requirements carried out by the FUNAI Technical Commission.

5.14.1.2 In face of the projects life cycle, the basic document to be adopted should be the Systems Development Methodology (SDM) provided by the CONTRACTED PARTY, which should allow for carrying out the activities and the respective deliveries specified herein.

5.14.1.3 The methodology should be based on Software Engineering techniques, with emphasis on the forecast and measurement of outcomes, assisting the project quality control.

5.14.2 Use of Projects Management Practices

5.14.2.1 The project management practice should follow the PMBOK (3rd or 4th edition) premises. The schedule of project follow-up meetings should be jointly defined with FUNAI, and the CONTRACTED PARTY is expected to regularly report on the project status, including the management of the risks identified.

5.14.2.2 The project management should comprise the following activities:

- Develop the project plan;
- Plan and control the project scope;
- Develop the project timetable;
- Control costs and deadlines;
- Ensure and control the project quality;
- Monitor and control the risks identified;
- Develop and submit the project performance and status report;
- Develop the communication plan and support FUNAI on the institutional dissemination.

5.14.2.3 All activities and artifacts should be previously approved by the FUNAI Technical Commission.

5.14.3 Use of Software Quality Processes

5.14.3.1 The software quality should consider activities on verification and validation during the project development process.

5.14.3.2 The system developed will be assessed considering the ISO/IEC 9126- Software Engineering – Product Quality premises.

5.14.3.3 The functional deliveries should be validated in two stages, within the FUNAI acceptance environment:

- Validation by the Technical Commission of this project;
- Validation/homologation of the final user.

5.14.3.4 The CONTRACTED PARTY should develop the trial plan and scenarios which should be provided jointly with the source code to be validated by the Technical Commission.

5.14.3.5 To any eventual mistake found in each of the above stages, the CONTRACTED PARTY should follow the correction schedule and the time to deliver the new system version to the re-test activities, following Table 1:

Table 1 – Deadlines to correct mistakes and release the version

Criticality	Complexity		
	High	Medium	Low
High	3 days	2 days	1 day
Medium	4 days	3 days	2 days
Low	5 days	4 days	3 days

5.14.3.6 The incomppliance to the aforementioned deadlines to each mistake found should imply a formal Warn to the CONTRACTED PARTY. In the event of relapse, the associated penalties should be applied pursuant to item 18 herein.

5.14.3.7 The criteria to adjust the criticality and complexity of each mistake should be agreed on by the CONTRACTED PARTY and FUNAI, and the information should be specified in the project plan.

5.14.3.8 Tests

Unit Test

FUNAI requires the Unit Test to each component of the software product built by the company, based on the test plan to be outlined by the CONTRACTED PARTY.

Unit Test is understood as that carried out isolate on the shortest software project unit (for example: a method), which should comprise at least the test techniques Black Box and White Box.

The CONTRACTED PARTY should deliver, jointly with the artifacts built, the documentation containing the test evidences which should subsidize the test auditing.

FUNAI reserves the right to audit the source code delivered by the CONTRACTED PARTY and, for that, should use as inputs: the source code, program specification, the solution architecture model, decoding standards agreed on, data model, and other project artifacts required to the validation.

Integrated Test

FUNAI requires the Unit Test to each component of the software product built by the company, based on the test plan to be outlined by the CONTRACTED PARTY.

Integrated Test is that carried out through the progressive and organized navigation on the screens or internal structures of the software where the elements are combined and tested to assess the interactions.

The CONTRACTED PARTY should deliver, jointly with the artifacts built, the documentation containing the mapping of the internal navigation and remainder evidences of the integrated test, which should subsidize the test auditing.

The Integrated Test can take place in the FUNAI homologation environment, at its discretion, to check the working of the application in an environment similar to that of production, thus anticipating potential problems after the implementation.

Application Test

Similarly, FUNAI should demand the execution and evidences of the application test on the product developed, in order to ensure the full compliance to the functional and non-functional requirements specified.

Application Test is the controlled execution of the application, observing if it behaves as specified in the service, trying to show if the outcomes are respecting the standards established in the functional specification.

The Application Test can take place in the FUNAI homologation environment, to check the working of the application in an environment similar to that of production, thus anticipating potential problems after the implementation.

5.14.4 Visual Standardization (Screens Layout)

5.14.4.1 The system visual line should follow the standard used by by FUNAI's Information System.

5.14.4.2 Prototype

5.14.4.3 The prototype should comprise the functional scope of this Term of Reference, described in Annex I – Functionalities.

5.14.5 Use of Standards and management of configuration items

5.14.5.1 The Systems Development Methodology (SDM) to be used should comprise techniques to:

- Keep consistent and updated all artifacts produced and/or changed during the execution of the contracted services;

- Keep consistency between the data models developed and the FUNAI corporate data model;
- Keep control on the versions to all sources and documents generated during the project enabling, if relevant to FUNAI, the recovery of specific releases at any time.
- Employ simple and intuitive standards to label the table, fields, variables and other components, preferably following the convention and good market practices. It should adopt labeling and layout standards to all the project artifacts. The standards should be suggested by the CONTRACTED PARTY and validated by FUNAI, and the specification should be part of the project plan.

5.14.5.2 The project plan should comprise a management plan to the software configuration to ensure control over the version and changes, as well as the auditing of the project configurations, enabling the identification of work products as altered, establishing: a link between them; define the mechanism to manage different versions of the products; control on the changes imposed; and, auditing and reporting the changes safely made to the quick recovery of configuration items in eventual conflicts of simultaneous development of different versions of the product.

5.14.6 Performance

5.14.6.1 In the FUNAI production environment, the system should be capable of serving about 2,500 (two thousand five hundred) users, with peaks of about 150 (one hundred, fifty) simultaneous users. The maximum response time should be: 2 (two) seconds for updates; 5 (five) seconds for consultation; and, 15 (fifteen) seconds for reports.

5.14.7 Use of Security Standards

5.14.7.1 The security standards should comply with the guidelines set forth in the e-Ping model, which is referred to in item 5.14.8.2 herein.

5.14.7.2 The CONTRACTED PARTY should follow the best market practices regarding security controls, and can draw upon the specifications recommended by the ISO/IEC 27001:2005 rule - Information Technology - Security Techniques - Information Security Management Systems.

5.14.8 Use of E-Government Standards.

5.14.8.1 Technological alignment with the Federal Government recommendations in relation to the open software, as described at the Open Software Community Portal of the Federal Government (<http://www.softwarelivre.gov.br/comunidade-no-governo>).

5.14.8.2 Meet the interoperability standards of the E-Government, adopting the e-Ping Data Standards Catalogue (E-Government Interoperability Standards), version 1.0, published by the E-Government Executive Committee, which aims at facilitating and improving the exchange and/or data processing, and remove any ambiguity and inconsistency on the data use, setting standards, kinds and items of data applicable to the systems interfaces part of the public sector, found at <http://www.governoeletronico.gov.br/acoes-e-projetos/e-ping-padroes-de-interoperabilidade/catalogo-de-padroes-de-dados-cpd>.

5.14.8.3 Follow the Brazilian e-Gov Standards: Recommendations to the decoding of pages, sites and portals (www.governoeletronico.gov.br).

5.14.8.4 Compliance to the Normative Rule 4, of May 19, 2008, which provides for the process for the direct, state-owned and foundational Federal Public Administration to hire Information Technology services.

V – Facilities to execute the services

5.15 The contracted services should be preferably executed at the CONTRACTED PARTY facilities. Depending on the reasons presented by the CONTRACTED PARTY and FUNAI's

interests, a physical space at the institution can be assigned, depending on the negotiation on the number of human resources, profiles and project stage. The definition related to the facilities to execute the services should be agreed on the project planning phase.

- 5.16 If the work is to be executed at FUNAI facilities, it should be developed during the institution's working time: 8 to 12 and 14 to 18h.

VI - Change on the Scope

- 5.17 Change on the scope is the change requested during the new system development.
- 5.18 Such change ensues from the review of business needs to be met by the system. The detailing of requirements initially bided is not considered to be a change to the scope.
- 5.19 The requests for changes can bring or not changes to the system size, which sometimes are not reflected in the scoring of the system function and services developed.
- 5.20 A change management commission will be established, composed by two members of the corporation that will develop the software, the project manager, the FUNAI Technical Commission and the user requesting the change. The change management commission should meet to analyze the change requested, document it and, finally, approve or not the demand.
- 5.21 The variation on the number of Function Points contracted, ensuing from the change on the scope, should be previously approved by FUNAI and, in the need of disbursement, it should be made through specific SO.
- 5.22 The homologation of artifacts referring to the change on the scope should follow the same rules as those to the homologation of the stages delivery (item 5.14.3).
- 5.23 As a way to specify the contracting criteria, the CONTRACTED PARTY should follow the formula below to calculate the Function Points referring to the functionality added to the project's initial scope. FUNAI will be in charging of assessing the conformity of the calculation presented to authorize the service execution.

FORMULA to calculate the number of Function Points required to adjust to the changes to the application to meet the new requirements of the user's business:

$$PF_Due = [(PI \times FRI) + (PM \times FRM) + (PE \times FRE) + (PFC \times FRC)]$$

Caption:

PF_due = Number of Function Points required to adjust to the changes to the application to meet the new requirements of the user's business:

PI = Number of function points of the functions included

FRI = Reduction factor to functions included = 1

PM = Number of function points of the functions changed

FRM = Reduction factor to the functions changed = 1/2

PE = Number of function points of the functions excluded

FRE = Reduction factor to functions excluded = 1/4

PFC = Number of function points of added by the conversion functions

FRC = Reduction factor to conversion functions = 1

- 5.24 For the purposes of re-planning the service, a new counting should be made to update the number of PF and the deadline, taking into consideration the stage(s) / delivery (ies) contracted and yet to be executed.

VII – Transfer of Knowledge and Technology – Training and Technical Transfer

- 5.25 Consists in the supply of subsidies to enable the technical teams of FUNAI Information Technology Coordination to gain the required knowledge to perfectly understand the solution –

architecture, data, objects, functions, construction and installation - being skilled, by the end of the contracted service, to keep and advance the solution.

- 5.26 The knowledge and technology transfer plan should be integral part of the project outlined by the CONTRACTED PARTY, which should be previously approved by FUNAI.
- 5.27 The transfer process should provide for lectures, trainings, delivery of documentation that has not yet been received by FUNAI, to transfer the knowledge acquired during the development process to the professionals identified by FUNAI.
- 5.28 The technical transfer should take place by the end of each delivery stage.

6. TECHNOLOGICAL ENVIRONMENT

- 6.1 The existing infrastructure environment is made of corporate servers with operational systems mainly in the MS Windows 2003 Enterprise platform. Regarding the services, the institution holds software that makes up the "Microsoft BackOffice Package", among which: *Microsoft Exchange Server 2003* and *SQL Server 2000*. Under the light of the workstations environment, the *Microsoft Windows XP Professional* operating system is used, while the *OpenOffice* package is used as office suite. Database Server - Postgre SQL 8.4
- 6.2 Aiming at modernizing its computer park, FUNAI can update the operating systems versions, database manager, development languages and supporting tools, as required and for administrative convenience.
- 6.3 FUNAI is free to incorporate to its computer park other technologies than the aforementioned.

7. EXECUTION SCHEDULE

- 7.1 The activities and functionalities of each stage should be submitted jointly with the respective artifacts, according to the development methodology adopted by the CONTRACTED PARTY. The deliveries should comply with the sequence of stages disclosed in Table 2. The disbursement should follow the schedule, according to the value corresponding to the percentage of the CONTRACTED PARTY's proposal.

Table 2 – Stages and payment percentage:

Scope, Activities and Artifacts by Stage	Installment value (%)	Execution Time (as of the project starting date)
1st Stage		
<u>Scope:</u> <ul style="list-style-type: none"> • All the project modules (Annex I – Functionalities) <u>Activities:</u> <ul style="list-style-type: none"> • Managerial planning • Functional Specification • Prototyping <u>Artifacts:</u> <ul style="list-style-type: none"> • Project Plan • Communication Plan • Time schedule • Artifacts of requirement specification and validation <ul style="list-style-type: none"> ○ Use Cases (model, diagram and specification) ○ Business rules ○ Prototypes • Service Orders Acceptance Term – First Stage 	10%	Delivery in 30 (thirty) consecutive days

2 nd Stage		
<p><u>Scope:</u></p> <ul style="list-style-type: none"> • Group I <ul style="list-style-type: none"> ○ Projects Management Module <ul style="list-style-type: none"> ▪ Actions and Projects Management Sub-module; ▪ Special Projects sub-module; ▪ Community Development Projects Sub-module; ▪ Execution and Performance Indicators Sub-module <p><u>Activities:</u></p> <ul style="list-style-type: none"> • Managerial follow-up • Database modeling • Technical project – Group I <ul style="list-style-type: none"> ○ Analysis and Design ○ Data dictionary • Construction - Group I • Data Migration – Group I <p><u>Artifacts:</u></p> <ul style="list-style-type: none"> • Updated Project Plan • Updated Communication Plan • Updated timetable • Entity Relationship Model • Physical Model • Data migration script • Diagram / Design of the architecture implemented • Source code • Trial plan and scenarios • Implementation plan • Service Orders Acceptance Term – Second Stage 	20%	Delivery in 60 (sixty) consecutive days
3 rd Stage		
<p><u>Scope:</u></p> <ul style="list-style-type: none"> • Group II <ul style="list-style-type: none"> ○ Indigenous Lands Protection Module ○ Legal Module <p><u>Activities:</u></p> <ul style="list-style-type: none"> • Managerial follow-up • Database modeling • Technical project – Group II <ul style="list-style-type: none"> ○ Analysis and Design ○ Data dictionary • Construction - Group II • Data Migration – Group II <p><u>Artifacts:</u></p> <ul style="list-style-type: none"> • Updated Project Plan • Updated Communication Plan • Updated timetable • Entity Relationship Model • Physical Model • Data migration script • Diagram / Design of the architecture implemented • Source code • Trial plan and scenarios • Implementation plan • Service Orders Acceptance Term – Third Stage 	20%	Delivery in 100 (one hundred) consecutive days

4 th Stage		
<u>Scope:</u> <ul style="list-style-type: none"> • Group III <ul style="list-style-type: none"> ○ Image Bank Module ○ Education Module ○ Cultural Promotion Module <u>Activities:</u> <ul style="list-style-type: none"> • Managerial follow-up • Database modeling • Technical project – Group III <ul style="list-style-type: none"> ○ Analysis and Design ○ Data dictionary • Construction - Group III • Data Migration – Group III <u>Artifacts:</u> <ul style="list-style-type: none"> • Updated Project Plan • Updated Communication Plan • Updated timetable • Entity Relationship Model • Physical Model • Data migration script • Diagram / Design of the architecture implemented • Source code • Trial plan and scenarios • Implementation plan Service Orders Acceptance Term – Fourth Stage	20%	Delivery in 140 (one hundred and forty) consecutive days
5 th Stage		
<u>Activities:</u> <ul style="list-style-type: none"> • Documentation <u>Artifacts:</u> <ul style="list-style-type: none"> • System manual • Desktop services • Quality Survey on the services delivered • Service Orders Acceptance Term – Fifth Stage • Final Receipt Term 	30%	Delivery in 160 (one hundred and sixty) consecutive days
TOTAL	100%	160 consecutive days

7.2 The artifacts model should be previously approved by the FUNAI Technical Commission.

7.3 Each stage should take from 5 (five) to 15 (fifteen) business days to have the FUNAI Technical Commission's approval to the artifacts, and the number of days should be agreed on by the CONTRACTED PARTY and FUNAI during the project timetable elaboration stage.

7.4 The project execution should take up to 5 (five) months, as of the contract signing, under the penalty provided for in item 13.

8. ASSESSMENT CRITERIA

8.1 The assessment criterion is that of lowest global price, provided that meeting all the specifications set forth in this Term of Reference.

8.2 Additionally to the global price of the object of this Term, the proposals should also bear the unit price by Function Point to be used to charge eventual changes on the project scope.

9. SERVICE ORDERS REQUEST

- 9.1 FUNAI should issue a Service Order (SO) to each stage to be executed, on behalf of the CONTRACTED PARTY. To be executed, the document should comprise, at least, the following information:
- Sequential number of the Service Order;
 - Requestor;
 - Issuance date;
 - Estimated delivery date;
 - Services description;
 - Estimated effort in Function Points to perform the services;
 - Unit price of the Function Point;
 - Datasheet to the Function Points;
 - Approval of the contract by the FUNAI representative;
 - CONTRACTED PARTY's responsible officer to receive the SO.
- 9.2 The required effort set forth in the Service Orders to carry out the activities of each stage should be agreed on between FUNAI and the CONTRACTED PARTY.
- 9.3 The changes on the scope should be duly documented and are subject to renegotiation between the parties, as provided for in clause VI, item 5.

10. RECEIPT, ACCEPTANCE AND PAYMENT OF SERVICES

- 10.1 Each stage should be delivered at the FUNAI Information Technology Coordination, at SEPS 702/902 Sul. Ed. LEX – 1º andar – Edifício Sede.
- 10.2 The service compliant to the specifications and criteria set forth in the Service Order, referring to each stage, should be considered as received and accepted.
- 10.3 Service Orders Acceptance Term is the tool used to certify the total delivery of a stage.
- 10.4 The issuance of the Service Orders Acceptance Term for a further stage depends on the formal acceptance of the previous stage.
- 10.5 The payment of expenses to each stage (item 7) should be made after the certification (clearance) of the *Nota Fiscal* / Invoice, by the Contract fiscal, in the integral amount of each stage, no later than in 10 (ten) consecutive days, after the issuance of the Service Orders Acceptance Term to that stage (homologation of the scheduled products), provided that the CONTRACTED PARTY's documentation is valid at the SICAF and there is no other impairment.
- 10.6 The last stage payment is subject to the issuance of the Final Receipt Term.

11. CORRECTIVE MAINTENANCE

The remedy of problems occurred after the System implementation considered critical should be made in up to 3 (three) business days after the formal notice issued by FUNAI to the CONTRACTED PARTY through a Service Order. On the other hand, the correction of the remainder problems should be made within 7 (seven) business days.

- 11.1 The correction of problems should comprise all activities required to the good use of the System at the FUNAI production environment by the end of the term fixed.
- 11.2 When it is not feasible complying with the deadlines established, a remedy solution should be found, setting a new term to conclude the required adjustment. In that period, FUNAI should be continuously informed on the development of the final solution.

12. CONFIDENTIALITY AND RIGHT OF DISTRIBUTION, USE AND PROPERTY OF THE SOFTWARE

- 12.1 The CONTRACTED PARTY should assign to FUNAI the patrimonial right, the intellectual property of the documentation and products produced prior to the final receipt of the services delivered.
- 12.2 The CONTRACTED PARTY should keep confidentiality of classified data and information to which it comes to have access.
- 12.3 The CONTRACTED PARTY should keep secrecy and confidentiality of the data to be used by the software.
- 12.4 Concerning the systems and database existing in the institution and that are part of the scope of this objective (see Annex I - Functionalities), FUNAI should grant to the CONTRACTED PARTY free access to the source codes and data, upon signature of a Confidentiality Agreement between the parties.
- 12.5 The system artifacts are of proprietary use of FUNAI, including the source codes and documentation.
- 12.6 The system developed should be under a use license restricted to FUNAI, protected by copyrights and property rights. The CONTRACTED PARTY is forbidden to copy, redistribution, reverse engineering and change on the proprietary software without FUNAI's prior agreement.
- 12.7 The data, artifacts, software and information on the organization cannot be distributed, disseminated and traded by the CONTRACTED PARTY.

13. PENALTIES

13.1 Incompliance to the delivery time

13.1.1 Array interest of 1% (one percent) a day for the first 10 (ten) days, and 10% (ten percent) from the 11th day onwards, calculated on the total contract value, for incompliance to the timetable scheduled, except if the delay is proved to be due to Act of God or Force Majeure.

13.1.2 Compensatory fine of 15% (fifteen percent) a month, calculated on a *pro rata tempore* basis on the total amount of the obligations contracted, should the CONTRACTED PARTY fail in delivering the product (or executing the service) in the deadline established, except if the delay is proven to be due to Act of God or Force Majeure.

13.2 Relapse of delays in the delivery of corrective maintenances:

13.2.1 The CONTRACTED PARTY is subject to fines for the breach of the agreement, according to the infractions committed, as disclosed in Table 4 for rescission purposes.

Table 4 - Penalties: Fines for Relapse

Criticality	Complexity	Reference for the identified error		
		Three Warns	Four Warns	Five or more warns
High	High	3%	4%	5%
High	Medium	2%	3%	4%
High	Low	1%	2%	3%
Medium	High	2%	3%	4%
Medium	Medium	1%	2%	3%
Medium	Low	0.50%	1%	2%
Low	High	1%	2%	3%

Low	Medium	0.50%	1%	2%
Low	Low	0.30%	0.50%	1%

Percentage on the value to be discounted / collected equivalent to the stage (item 7) in which the relapse was identified.

13.3 Incompliance to the corrective maintenance deadline during the warranty period:

13.3.1 The CONTRACTED PARTY is subject to the follow administrative sanctions:

I – warn; and/or

II – fine, as provided for in the call for bid or in the contract;

14. **CONTRACTED PARTY'S OBLIGATIONS**

The CONTRACTED PARTY undertakes to comply with the provisions set forth herein, taking all the required providences to the strict execution of the object of this contract, notably:

- 14.1 Soon after the contract signing, the CONTRACTED PARTY should inform FUNAI on the staff member who will represent it in this project.
- 14.2 Ensure this project meets the security standards defined in the Security Module – Users' Management - used by the Indigenous Information System.
- 14.3 Supply the Systems Development Methodology (SDM), pursuant to item 5.14.1 herein, subject to adjustments up to the formal acceptance by FUNAI.
- 14.4 Coordinate the project under the FUNAI Technical Commission supervision, being the first in charge of allotting professionals and distributing the activities during the contract.
- 14.5 Undertake to carry out the activities and deliver all the artifacts listed in each stage provided for in item 7 of this Term of Reference.
- 14.6 Comply with the activities described to deliver the artifacts test and homologation phase (item 5.14.3). The CONTRACTED PARTY should ensure the compliance of the deadlines established to deliver the artifacts, start the tests, corrections and relapses, and the incompliance to those deadlines is subject to the penalties provided for herein.
- 14.7 Whenever required, provide, free of onus to FUNAI, any information referring to the execution of the Services Orders, requests by e-mail or any other information required to run the project. The CONTRACTED PARTY should also promptly meet any complaint made by FUNAI during the contract.
- 14.8 Carry out project follow-up meetings, either regularly or whenever required.
- 14.9 Adjust the layout of FUNAI's Indigenous Information System. The CONTRACTED PARTY should provide for the adjustments required by FUNAI, in order to ensure full compliance.
- 14.10 Elaborate functional prototypes of the screen to be validated by the user prior to the encoding stage.
- 14.11 Follow the guidelines on security and government standards established in items 5.14.7 and 5.14.8 herein.
- 14.12 During the services delivery time, keep all the habilitation and qualification conditions required in the bidding process.

- 14.13 Undertake to keep, during the Contract validity, professionals bearing the profiles and qualifications required, meeting at any time the requisites to its habilitation and qualification, set forth herein.
- 14.14 Run in its facilities the development environment with proper tools and technologies, free of onus to FUNAI. This environment, in turn, should be fully operational pursuant to the requirements of this term within 15 (fifteen) as of the contract signing and FUNAI is entitled to inspect it.
- 14.15 In the event of activities developed at FUNAI facilities, the computers infrastructure (PC and/or notebook) would be under the CONTRACTED PARTY's responsibility.
- 14.16 Provide the formalization of the procedures to install the service executed at FUNAI environment (implementation plan), comprising all technical activities required in all the technological platforms involved, so as to have the software fully operational in said environment.
- 14.17 Ensure and take care, at any time, for the transfer of the knowledge acquired or produced in respect to the ongoing or concluded services to other CONTRACTED firms appointed by FUNAI.
- 14.18 After delivering the system, the CONTRACTED PARTY should deliver operational training required to the system users. The presentation material should draw upon the system helpdesk - with screens and explanations on how to perform the main system activities. The training should be delivered at FUNAI premises, according to the timetable agreed on between the parties, and should comprise 30 (thirty) participants.
- 14.19 Follow up the on-site implementation process, in order to solve potential unforeseen situations in the result of the execution of the activities described in the implementation plan.
- 14.20 The documents and products (any artifact described in item 7 herein) should be delivered to FUNAI in digital means (DVD) and hardcopy (bound) – except for the source code.
- 14.21 Ensure that the products used during the work execution and deliveries are compatible to the products being used in the institution.
- 14.22 Meet the requirements of confidentiality and right of distribution, use and property of the software, as described in item 12 of this Term of Reference.
- 14.23 Take on the responsibility for all social security charges and social liabilities set forth in the social and labor legislation in force, undertaking to settle these on due time, since its staff members hold no labor link with FUNAI.
- 14.24 Take on the responsibility for all providences and liabilities set forth in the specific law on occupational accidents, when the victims are its employees rendering services or related to it, even if the accident happens at the FUNAI facilities, including third party damages.
- 14.25 Take on all charges ensuing from potential labor, civil or penal demands related to the delivery of services, either originally or bound by prevention, connection or contingency.
- 14.26 Take on the responsibility for fiscal and commercial charges ensuing from the award of this bidding process.
- 14.27 Afford with any onus resulting from any action, demand, cost and expenditures ensuing from contravention, either for its fault of its employee's or representatives' fault, taking on any responsibility ensuing from legal or extrajudicial actions of third parties which comes to be claimed by force of law, related to the fulfillment of the contract to be signed.
- 14.28 Afford with any damage caused to the Administration or third party by its employees or carrier during the object delivery.

- 14.29 Correct any code error or system defect for 24 (twenty-four) months as of the final receipt of the products by FUNAI.

15. EMPLOYER'S OBLIGATIONS

FUNAI's obligations are as follows:

- 15.1 Ensure all the required facilities to enable the Contracted Supplier to fulfill all the conditions set forth herein;
- 15.2 Make the payments due to the CONTRACTED PARTY on the date and conditions set forth herein;
- 15.3 Homologate the Systems Development Methodology (SDM) proposed by the CONTRACTED PARTY, following the requirements and aspects of this Term of Reference.
- 15.4 Provide homologation and production environments to enable the fulfillment of the requirements to accept the product set forth herein, keeping the compatibility between both. In such environments, it should provide (preferably with virtualization technology) Web Apache Tomcat servers to implement the Java Servlets and Java Server Pages technologies. FUNAI should also be in charge of installing the PostgreSQL database manager, and allot the respective storage rooms required.
- 15.5 The delivery of any artifact is subject to the prior homologation and acceptance by FUNAI.
- 15.6 Request the CONTRACTED PARTY, through Service Order, the execution of:
- 15.6.1 Activities provided for to each delivery stage;
- 15.6.2 Corrective maintenance due to the validation of functional deliveries for homologation purposes;
- 15.6.3 Requests to change the scope;
- 15.7 Notify the CONTRACTED PARTY on the corrective maintenances related to the warranty period, formalized by e-mail of Service Order.
- 15.8 Formally notify the CONTRACTED PARTY on each Warn ensuing from relapsed delays on the delivery of corrective maintenances.
- 15.9 Enforce sanctions to the CONTRACTED PARTY in the event of incompliance to the deadlines scheduled to deliver each project stage, as well as to the deadlines set forth to the corrective maintenances.
- 15.10 Undertake to provide technical personnel to receive the knowledge transfer on the dates agreed on by the parties.
- 15.11 Issue the Final Receipt Term to the object.

16. INSPECTION

- 16.1 The follow-up and inspection of the object of this Term of Reference should be carried out through a representative (called Contract Fiscal) and an alternate, appointed by the CONTRACTED PARTY, who should follow-up, inspect, check and assess the object supply and execution of the delivery and warranty technical assistance services, as well as clear any doubt and outstanding matter, establishing whatever required to correct the faults, failures, problems or defects found, and notify the CONTRACTED PARTY on all such actions.

- 16.1 Although the CONTRACTED PARTY is solely and exclusively responsible for supplying the equipment and executing all services, the EMPLOYER reserves the right to, without restricting the amplitude of this responsibility, exercise the broader and complete inspection.
- 16.2 The CONTRACTED PARTY should promptly respond, within the deadline, to any requirement made by the Fiscal or its alternate inherent to the object of the contract, without ensuing any extra onus to the EMPLOYER, and this activity of follow-up and inspection does not imply any seclusion or reduction of the CONTRACTED PARTY's responsibility which is full and unrestricted in relation to the service contracted, including before third parties, being the CONTRACTED PARTY liable for any fault, failure, problem, irregularity or incompliance found in the contract execution.
- 16.3 The inspection activity should not result, under any circumstance, in co-responsibility of the CONTRACTED PARTY or its agents, representatives and/or assistants.
- 16.4 The decisions and measures that exceed the Contract Fiscal's competence should be referred to the CONTRACTED PARTY's competent authority to adopt the applicable measures.

ANNEX I

FUNCTIONALITIES

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1. Projects Management Module

1.1. Module functions

This module should manage projects and activities that foster the actions developed by FUNAI in different areas, such as: community development, indigenous income, environment, cultural promotion, protection and education, and actions related to Public Policies. This shared management aims at improving the articulation, integration and synergy of actions delivered by the State, increasing the efficiency and efficacy of the actions. Sharing should look both inward and outward the institution, reinforcing the importance of promoting a strategic planning effort among boards, general coordination units and the remainder sectors of FUNAI.

This management comprises the activities required to projects detailed outlining, planning, approval, resources decentralization, re-scheduling, monitoring of both physical and financial execution, and assessing the performance as well.

The Projects Management Module should comprise the following sub-modules:

- Management of Actions and Projects
- Special Projects
- Community Development Projects
- Execution and Performance Indicators

1.2. Public section (public access)

There is no public section; access to this module is conditioned to the user's login.

1.3. Sub-modules (restrict access)

1.3.1. Management of Actions and Projects

This sub-module is expected to comprise the management of actions and activities required to map the flow of actions toward fulfilling and supporting projects; Projects are bound to actions that, in turn, are bound to a Program.

Therefore, the Regional and/or Technical Coordination Units should be allowed to register projects proposals to any action available. Since each action is under the responsibility of a coordination unit of FUNAI, the proposals should be forwarded to their respective officers in charge to allow for their follow-up and assessment.

Simultaneously, it should allow the Regional and/or Technical Coordination Units, as well as FUNAI's coordination units, to register the detailed projects. Based on the monitoring of the registered projects corresponding to their actions, each coordination unit should be allowed to forward the project for analysis, assigning one or more experts to carry it out.

The expert(s) should be allowed to accompany all projects assigned to them, to analyze their feasibility. During the pre-analysis stage, the expert(s) should be able of registering information related to the any eventual incompliance of the project data, authorizing the Regional and/or Technical Coordination Units to make the required adjustments to the project. Therefore, the Regional Unit should be able of checking the reason why its project was returned, arranging for the requested changes, and submitting the project to new analysis.

The expert should be granted the opportunity of clearing the project to formal assessment, impairing any edition by the Regional and/or Technical Coordination Units. Moreover, in the analysis stage, the expert(s) should be able to register the information resulting from the technical assessment (e.g., opinion, approval or rejection of the resource(s) requested, respecting the rule that all experts concerned should visualize the analyses, while the one who inputted the information is the only one authorized to edit each analysis.

The expert should be allowed to confirm the analysis conclusion, submitting the project to the coordinator's acceptance or not of the technical analysis. In the event of rejection, the technical analysis should be restarted.

To the projects approved, the Regional and/or Technical Coordination can request the re-scheduling of the project activities' resources. The findings of the re-scheduling analysis (rejection or approval with respective changes of resources) by the expert(s) in charge should be recorded to the purposes of the project's historical data.

It should also comprise a functionality to prepare Budgetary Provision Requests (SPO), based on the consolidation of the resources approved to the project, and selected by the user. The information used to generate each SPO should be stored as the project background.

During the project execution the Regional and/or Technical Coordination should be able of registering the information on the actual execution of the activities to which resources have been approved in the project. This information should ground the project execution's monitoring by those involved in the coordination, as well as the outlining of the project's final opinion by the expert(s) in charge. To that, those involved in the project's coordination should be warned, by e-mail, on the forthcoming project closure, allowing the request for the final report from the Administrative Units (Regional or Technical Coordination). The coordination should forward the opinion to adjustments or close the project, as of the acceptance of the technical opinion prepared by the expert(s).

Those involved in the process should be able of monitoring the projects at any time, notably regarding the stage of workflow.

It should enable the re-use of rejected projects to outline a new one.

* Registers can have attachments – supplemental information (it should comprise this functionality).

b) Consultations – Reports (detailing on the format during the requirements survey stage:

- Consultation to projects proposals;
- Consultation to projects;
- Project report for printing;
- Report on ongoing proposals/project, ranked by status;
- Report on Annual Budgetary Planning;
- Report on Budgetary Provision Request (SPO);
- Report on projects delivery monitoring;
- Report on the project technical opinion;
- Report on time span by project status;
- Report of Activities by project;
- Report on decentralized x blocked resources;
- Report of resources decentralized by State, Administrative Units (Regional or Technical Coordination), population, indigenous land.

** The consultations and reports can be executed drawing upon multiple research filters. The resulting information can be exported to .pdf and/or .ods, allowing for the printing.

c) Administrative (it should comprise the inclusion of these data in the administrative module of the Indigenous Information System (with the options of: including, changing, excluding, consulting – specific filter), pursuant the detailed need defined in the requirements survey stage):

- Officers in charge by project;
- PPA, Schedules, Actions, Sub-actions, PIS, PTRES, etc.

e) Supplemental Functionalities:

- Regular import of data on the expenditure elements and respective sub-items, based on the report exerted from SIAFI in a pre-defined format. The changes on the expenditure elements' structure should be historically stores, to maintain the previous data consistency, pursuant to the rules to be detailed during the requirement survey stage.

1.3.2. Special Projects

This sub-module should support the management of all intra- and inter-institutional articulation, as well as between states. Currently, the following items can be accompanied:

- PTC – Citizenship Territories Program;
- Indigenous Social Agenda;
- CNPI – National Commission of Indigenous Policy.

FUNAI's Information System is expected to provide tools to better the accompaniment of these Public Policies' fronts, besides providing information to subsidize better articulation in and between institutions and states, directly or indirectly involving the FUNAI.

1.3.2.1.Subdivision (restrict access)

a) Technical Cooperation Terms (TCT) Management: this section should comprise all records of the technical cooperation terms.

Each term should allow the analysis by:

- Agreements;
- Specific Work Plans (which should reflect the information of the registered projects – general module to projects management, its objective and justification);

* It should allow for attaching different documents to each technical cooperation term.

** Each term should also be controlled regarding its validity, and should provide information on its renewal; both cases should count on a notification system – warn.

b) Program Management – Citizenship Territories: this program aims at eradicating poverty in the field of job and income generation, employing a strategy of integration and articulation of Programs, Projects and Actions involving governmental bodies and the organized civil society.

This sub-module should comprise the links between indigenous territories (general information) and the partnership agreements to that indigenous territory. Agreements will be composed by, for example:

- Indigenous Organizations;
- Civil Society Organizations;
- Institutions: Federal, State and/or Municipal;

It should also comprise the register of Territory-based Actions and the Integrated Actions Plan to the ethnical development of the indigenous territory.

* Registers can have attachments – supplemental information (it should comprise this functionality).

c) Social Agenda Management: This section should comprise the main actions to be developed to ensure the rights, land protection and social promotion to indigenous people, considering the cultural and territorial specificities: These actions are currently structured in three programs, developed by countless agencies, under FUNAI's coordination:

- Program of protection to indigenous peoples;
- Program of promotion to indigenous peoples;
- Program of life quality to indigenous peoples;

Each social agenda must be recorded with its axes, respective goals, and participants.

Example of Axes:

- Protection;
- Promotion;
- Life Quality;

* Registers can have attachments – supplemental information (it should comprise this functionality).

d) CNPI (National Commission of Indigenous Policy) Management: This section should comprise the record of sub-commissions and their respective actions.

* Registers can have attachments – supplemental information (it should comprise this functionality).

c) Consultation – Reports: This section should comprise all consultations required to the work of following-up on all actions, besides serving as supporting tool to the articulations required in and between institutions and states.

Consultations and Reports (detailing on the format during the requirements survey stage):

- Consultation and Report on the Technical Cooperation Terms;
- Consultation and Report on the Social Agenda Actions;
- Consultation and Report on the Social Agenda Actions Findings;
- Consultation and Report on the Program – Territories and Citizenship;
- Consultation and Report of the CNPI's.

** The consultations and reports can be executed drawing upon multiple research filters. The resulting information can be exported to .pdf and/or .ods, allowing for the printing.

f) Administrative (it should comprise the inclusion of these data in the administrative module of the Indigenous Information System (with the options of: including, changing, excluding, consulting – specific filter), pursuant the detailed need defined in the requirements survey stage):

- Agreements;
- Sub-comissions;
- Indigenous Organizations;
- Civil Society Organizations;
- Institutions: Federal, State and/or Municipal.

1.3.3. Community Development Projects

This sub-module should manage the projects ensuing from FUNAI's institutional links with the remainder bodies, so as to allow the follow-up on the activities' execution.

1.3.3.1.Subdivision (restrict access)

a) Institutional links management: This section should comprise the information required to follow-up on FUNAI's work in its institutional links with external bodies. Thus, it should enable the recording of information to identify the projects ensuing from institutional links (example: subject, Regional Coordination Units, Technical Coordination Units, project, ethnics, date, involved bodies). Moreover, it should approach the control of data referring to the projects activities (example: meetings, travels, events, documents, pictures, future actions). These data should be recorded as required.

* Registers can have attachments – supplemental information (it should comprise this functionality).

b) Consultations – Reports (detailing on the information/data and format (layout) during the requirements survey stage):

- Consultation and report of the information/data found in the projects of institutional links;
- Report totaling the institutional links by kind of body.

** The consultations and reports can be executed drawing upon multiple research filters. The resulting information can be exported to .pdf and/or .ods, allowing for the printing.

1.3.4. Execution and Performance Indicators

Two Indicators sets should be approached: **Outcome** and **Performance**, considering the micro (organizational) and nano (organizational unit) levels.

A functionality should be developed to the general recording of indicators part of this set of indicators (Outcome and Performance), which can be (alternatively) associated to the Projects, Actions and/or Programs recorded in this Project Management Module, so as to enable the qualitative and quantitative monitoring of the expected outcomes and those effectively achieved (planned x achieved).

The information and/or data that will make up this register of indicators should be detailed during the requirements survey stage, being managed by the system users – specific profile.

The register should be generic, comprising the standardization of information and/or data on the indicators, by the time of their recording.

The submission of the outcomes of these indicators, through consultations, should be in a tabular (spreadsheet) and/or graphic way – bi-dimensional (through graphics).

To make up the graphics (“axis x” and “axis y”), one should be able of combining the information and/or data of the fields previously filled in the indicator register.

These indicators should also be sub-ranked as indicators of: Effectiveness (E1); Efficacy (E2); Efficiency (E3); Execution (E4); Excellence (E5); Economicity (E6).

In the group of Outcome Indicators, the system should comprise, to the Projects registered in this Projects Management Module, the Execution Indicators (sub-ranking) to the accompaniment of the physical and financial execution of the respective Projects, as follows:

a) Financial Execution: Link between the volume of resources provided by the budget and the degree of use of these resources, aiming at accomplishing the stages and/or activities of a program, project or process (end or supporting ones).

b) Physical Execution: Link between the volume of products estimated to be delivered by the budget and the level of delivery of these products, aiming at achieving the projects and/or activities.

The periodicity of the Indicators analysis should follow the business rule surveyed by the time of the requirements survey/detailing (it could be, for example: Weekly, monthly, bimonthly, quarterly, semiannual and/or annual).

All indicators should allow for research based on time span - periodicity (for example: submission of the consolidated result (annual) in 4 (four) years; or, for example, the viewing of monthly results to a 12-month period). Research through multiple filters.

It should also enable viewing and/or consulting the consolidated outcome of these Indicators, following its hierarchy like, for example, by:

- 1 - Program
 - 1.1 - Actions
 - 1.1.1 - Projects

*** All reports and consultations should be executed through multiple filters, i.e., by one or more fields (as further detailed). The resulting information can be exported to .pdf and excel and/or .calc, allowing for the printing.

** **A given indicator (Outcome or Performance) can be deactivated at any time, at the institution's interest. However, the data should be kept for historical consultations.**

2. Module of Management of Entry in Indigenous Lands

2.1. Duties

This module should control/manage the activities of entry of people in indigenous lands (for example: researchers, agronomists, historicists, reporters and others). The entry can be, for example, for the

purposes of study (carried out by FUNAI), research on the indigenous communities, religious missions (NGO's), documentary films or news, and these objectives can be under FUNAI's or other bodies' responsibility that are interested in this activity with the indigenous communities.

It should approach the entire process of control and authorization of entrance in indigenous land, from the request to the formal authorization by FUNAI's chairperson, as well as the control on the delivery of resulting outcomes (for instance, studies findings) to FUNAI.

2.2.Public section (public access)

This section should comprise institutional texts, the Brazilian indigenous law, consultation to indigenous information and any other piece of information that FUNAI deems relevant to be provided to the public at large (for example, FUNAI journal – digital).

This section should also provide public information on the process of indigenous entrance and its outcomes.

- Consultation to the current and/or historical status of the indigenous entrance process at FUNAI -> administrative process entered to obtain authorization to enter indigenous lands;
- On the public research on indigenous land, settlement or ethnics - show information on all entrances made (information to be further detailed), as well as part of the collection of resulting outcomes (for example, digital files) provided that there is no restriction on these.

2.3.Sub-modules (restrict access)

a) Management of the process of Entrance in Indigenous Lands: this functionality should comprise all records of information referring to the process of indigenous entrance, in order to enable further research by specific year and/or month.

This process starts with the initial request (protocol) of indigenous entrance; then, the process is forwarded to the responsible area in FUNAI to get the authorization. The area should then record the information required to the entrance in a given indigenous land and, after the recording, the following activities are developed: study/approval diagnosis, analysis on the scientific merit, issuance of opinion (supporting bodies), manifestation favorable to the entrance process (by the indigenous community, through intervention by the Regional and/or Technical Coordination Units) and, after the delivery of the studies' findings, association (attachment) of files (documentary films/images) to the respective authorizations (processes) of entrance in indigenous land.

Each administrative process (of authorization to research and study) should have its authorization validity controlled (there can be more than one authorization by process), and should control the scheduled time of delivery of the studies' findings.

** It should consider the warn functionality whenever:

- A given authorization is about to expire;
- A given authorization is expired;
- The outcomes' delivery time is expired;

This sub-module should also comprise the authorization functionality (workflow approval), by the indigenous Regional and/or Technical Coordination, to get with the indigenous communities the favorable or unfavorable manifestation to the request of entrance.

If entrance in the respective indigenous land is denied, the process is filed.

However, in some instance the authorization is issued on an emergency basis, with no time to request the community's authorization to the entrance, and then the system should provide for this situation, disclosing the justification.

* Registers can have attachments – supplemental information (it should comprise this functionality).

b) Consultations – Reports (detailing on the information/data and format (layout) during the requirements survey stage): this section should comprise all consultations required to the work of research and indigenous scientific studies under the execution or supervision of FUNAI. The resulting information can be exported to .pdf and/or broffice writer and/or excel and/or calc, allowing for the printing.

Consultations and Reports:

- Consultation and report of Authorization to entry indigenous land (according to the current layout, if page break is required, the content should be uniformly distributed);
- Consultation and report on foreigners who have entered indigenous lands;
- Consultation and report on history of entrances in indigenous lands;
- Example of filters: by indigenous land, settlement, ethnics and/or topics.
- Consultation and report on delivery of pending studies (time expired and not delivered) x responsible officer;
- Consultation and report of missions (active and/or inactive); << consider the migration of about 300 records existing in Excel (MS Excel)>>

** All reports and consultations should allow for research through multiple filters, i.e., by one or more fields (as further detailed).

c) Administrative (it should comprise the inclusion of these data in the administrative module of the Indigenous Information System (with the options of: including, changing, excluding, consulting – specific filter), pursuant the detailed need defined in the requirements survey stage):

This section should comprise the register of general information to support the management of surveys and studies (supporting tables), i.e., the record of the system setup information, like:

- Stakeholders: Researchers and teams;
- Sponsor;
- Topics.

** All basic data comprised by the administrative module of the System should allow for research through multiple filters, i.e., by one or more fields (as further detailed).

d) Supplemental Functionalities

- Migration of the application currently in use (in MS Access, approximate number of records today: 1000) to the new DB (the quality of the information migrated should be granted);

3. Legal Module

3.1. Module functions

This module is expected to support the management of all Legal Actions that permeate the final scope of FUNAI, and provide a research tool that enables consultations to all information recorded in an efficient and efficacious way.

3.2. Public section (public access)

There is no public section; access to this module is conditioned to the user's login.

3.3. Sub-modules (restrict access)

a) Legal Actions Management: This section should comprise the record of land-related actions involving FUNAI. The process can be bound or not to the respective Indigenous Land (TI), providing a general view on all legal actions or processes bound to a given land; it should also allow for recording administrative processes of land nature relevant to FUNAI.

*** Process numbering rule pursuant to the rules/standards defined by the legal area (detailing).

The system should provide the option of advanced search for any information recorded, including by key word in text information, as well as by titles of files attached to the processes.

** Comprise attachment functionality.

Each legal action should have its main deadlines controlled; there should be a functionality that allows for inputting one or more deadlines to be controlled, pointing out the subject and date of warn. An e-mail (as indicated) should be sent with the information required to the process.

The system should comprise a functionality to the macro control of the process status (e.g., Preliminary Verdict (S/N) – Under appeal (S/N); sentence (S/N) – under appeal (S/N); process concluded (S/N)).

There should be a control of links between processes:

- All numbers received by the processes should be controlled (numbering history). This situation happens whenever the court in charge is changed;
- It should allow for referring processes on similar topics;
- It should enable linking incidental and/or dependent processes.

It should keep the information referring to legal actions, i.e., it should keep the historical basis in the system, so that at any time one can consult any of such actions.

* Registers can have attachments – supplemental information (it should comprise this functionality).

b) Consultation – Reports: This section should comprise all consultations required to manage the legal actions involving land issues and related to FUNAI. The resulting information can be exported to .pdf and/or excel and/or .calc, allowing for the printing.

Reports:

- Quantitative report on legal actions (restrict access: Legal Area);
- Report of actions with the decisions (restrict access: Legal Area);
 1. Favorable
 2. Unfavorable
- Report of processes by General Prosecutor's Office (restrict access: Legal Area);
- Report of status by process (restrict access: Legal Area);

Consultations:

- Consultation to processes (restrict access: internal audience (remainder areas) and legal area);
- Consultation to the process numbering history (restrict access: Legal Area);
- Consultation to bound processes (restrict access: Legal Area);

** All reports and consultations should allow for research through multiple filters, i.e., by one or more fields (as further detailed).

c) Administrative (basic module)

- Kind of Action;
- Name of the Parties;
- Sentence (court);
- General Prosecutor's Office in charge.

d) Supplemental Functionalities

- Develop script to migrate the actions history to be made available in .xls or .txt to this initial load of information.
- Development of the Web Service to be further integrated to legal systems (e.g., AGU, STF, CNJ, STJ).

4. Image Bank Module

4.1.Duties

This module should record the different images produced by FUNAI in the indigenous communities, as well as the images found in the body's documentation collection.

Finally, it should provide a calendar with the information on events held by the coordination's projects (processes automated in the system) and on events autonomously carried out by the Regional or Technical Coordination Units of FUNAI.

4.2.Public section (public access)

There is no public section; access to this module is conditioned to the user's login.

4.3.Sub-modules (restrict access)

a) Images Record: This section should comprise the record of images (original and watermarked), associating the images to a set of information that allow ranking these in different aspects (e.g., Indigenous land, ethnics, agenda, dance, religion, etc.)

* Registers can have attachments – supplemental information (it should comprise this functionality).

b) Consultations – Reports (detailing on the information/data and format (layout) during the requirements survey stage):

- Images consultation
- Consultation to the calendar of autonomous events and projects

** The consultations and reports can be executed drawing upon multiple research filters. The resulting information can be exported to .pdf and/or .ods, allowing for the printing. Whenever the research results in image files, these should be downloadable (functionality available to specific user profile).

5. Education Module

5.1.Duties

This module should manage the information related to students supported by FUNAI, as well as the quantitative control of indigenous teachers, students and schools in the settlements.

5.2.Public section (public access)

This section should comprise the presentation of institutional texts and consultation/report of quantitative educational data.

5.3.Sub-modules (restrict access)

a) Management of Quantitative Educational Data: This section should comprise the activities required to control the number of indigenous teachers, students and schools. Therefore, the Regional and/or Technical Coordination should be able of recording quantitative information on the education institutions related to each settlement under their jurisdiction, about:

- Indigenous teachers;
- Non-indigenous teachers from FUNAI, states, municipalities, others;
- Indigenous students by grade;
- Indigenous students out of the settlements, by early education, fundamental school, high school, integrated high school, higher education, professionalizing course, others;
- Indigenous schools.

Register should comprise the annual history of educational information.

* Registers can have attachments – supplemental information (it should comprise this functionality).

b) Education Support Management: This section should enable the Regional and Technical Coordination units to record the information on the support to indigenous students at the settlements under their jurisdiction (e.g., student name, student's status, institution, course, period, enrollment year, reason for separation, alternate teacher, monthly stipend, supporting sources, indigenous people). The register should also comprise the management of changes on the status of support along time to provide the historical information of aid to each student.

* Registers can have attachments (it should comprise this functionality).

b) Consultation – Reports (detailing on the information/data and format (layout) during the requirements survey stage):

- Consultation and report with indigenous education information (number of teachers, students and schools);
- Consultation and report of data related to the support delivered to indigenous students (actions developed);
- Report gathering educational data by school level, settlement, municipality, Regional and/or Technical Coordination Units.
- Report of settlements missing indigenous school.

** The consultations and reports can be executed drawing upon multiple research filters. The resulting information can be exported to .pdf and/or .ods, allowing for the printing.

d) Administrative (it should comprise the inclusion of these data in the administrative module of the Indigenous Information System (with the options of: including, changing, excluding, consulting – specific filter), pursuant the detailed need defined in the requirements survey stage):

- Education institutions (basic to higher education);
- Courses delivered by the education institution;
- Sources of support;
- Students.

6. Cultural Promotion Module

6.1. Duties

This module should register the information on houses and FUNAI's cultural sites. Moreover, this module shall comprise the recording of information on the handicraft work by different indigenous ethnics.

6.2. Public section (public access)

This section should comprise the presentation of institutional texts.

6.3. Sub-modules (restrict access)

a) Register of Shops and Handicraft: This section should comprise the recording of information associated to FUNAI's handicraft (ex: name, address, Regional or Technical Coordination Unit). Moreover, it should enable the maintenance of information referring to indigenous handicraft (e.g., name, category, indigenous land, settlement, ethnics, image, shop).

b) Register of Culture Houses/Sites: It should enable the recording of data associated to the culture houses and sites (e.g., name, indigenous land, municipality, Regional or Technical Coordination Units, activities, equipment, notes).

* Records can have attached documents.

c) Consultations - Reports

- Consultation and report on the culture houses and sites (restricted access);
- Consultation and report of handicraft works (restricted access);

- Consultation and report of shops (restricted access);
- Consultation and report of cultural events (restricted access).

** The consultations and reports can be executed drawing upon multiple research filters. The resulting information can be exported to .pdf and/or .ods, allowing for the printing.

d) Administrative (it should comprise the inclusion of these data in the administrative module of the Indigenous Information System (with the options of: including, changing, excluding, consulting – specific filter), pursuant the detailed need defined in the requirements survey stage):

- Equipment;
- Handicraft category.

ANNEX II

FUNCTION SCORING

The indicative counting is made as follows:

- The quantity of functions of the data type (ALIs and AIEs) is determined.
- The total non-adjusted score of the duty is calculated as follows:
Indicative size (pf) = 35 x number of ALIs + 15 x number of AIEs

Therefore, this estimate is based only on the number of existing logical files (ALIs and AIEs).

The indicative counting is based on the assumption that there are approximately three EEs (to add, change and delete data from the ALI), two SEs and one CE on average to each ALI, and approximately one SE and one CE to each AIE.

<http://www.nesma.org/english/earlyfpa.htm>

General PF Indication: 1365

Module: Legal		
Function of the Data Type	Type Function	of Function Score (pre-defined)
Actions (Legal Processes or Administrative Processes)	ALI	35
Kind of Action	ALI	35
Name of the Parties	ALI	35
Sentence (court)	ALI	35
General Prosecutor's Office in charge	ALI	35
Indicative of the Functional Size (PF):		175

Module: Management of Entrance in Indigenous Lands		
Function of the Data Type	Type Function	of Function Score (pre-defined)
Process (request) of Entrance in Indigenous Land	ALI	35
Stakeholders	ALI	35
Sponsor	ALI	35
Research Topics	ALI	35
Indicative of the Functional Size (PF):		140

Module: Images Bank		
Function of the Data Type	Type Function	of Function Score (pre-defined)
Image	ALI	35
Event	ALI	35
Indicative of the Functional Size (PF):		70

Module: Education		
Function of the Data Type	Type Function	of Function Score (pre-defined)
Sources of support	ALI	35
Educational Institutions	ALI	35
Courses	ALI	35
Quantitative information about teachers, students and schools	ALI	35
Student	ALI	35
Support to education	ALI	35
Indicative of the Functional Size (PF):		210

Module: Community Development		
Function of the Data Type	Type Function	of Function Score (pre-defined)
Projects on institutional links	ALI	35
Activities by institutional projects	ALI	35
Indicative of the Functional Size (PF):		70

Module: Projects management		
Function of the Data Type	Type Function	of Function Score (pre-defined)
Project proposal	ALI	35
Detailed project	ALI	35
Technical Analysis	ALI	35
Budgetary Provision Request (SPO)	ALI	35
Re-scheduling	ALI	35
Follow-up on activities	ALI	35
Project's technical opinion	ALI	35
Indicative of the Functional Size (PF):		245

Module: Special Projects		
Function of the Data Type	Type Function	of Function Score (pre-defined)
Technical Cooperation Terms	ALI	35
Agreements	ALI	35
Work Plans	ALI	35
Programs (National)	ALI	35
Actions (Bodies)	ALI	35
Social Agenda	ALI	35
Sub-commissions	ALI	35
CNPI (National Commission of Indigenous Policy)	ALI	35
Indicative of the Functional Size (PF):		280

Module: Cultural Promotion		
Function of the Data Type	Type of Function	Score (pre-defined)
Handicraft shops	ALI	35
Handicraft category	ALI	35
Handicraft	ALI	35
Culture Houses/Sites	ALI	35
Equipment	ALI	35
Indicative of the Functional Size (PF):		175

ANNEX III
SERVICE ORDER FORM

Service Request – Software Manufacturer

1. Service Order Number:	2. Issuance Date / /
3. Requestor;	
4. Object and services description:	
5. Datasheet to the Function Points;	
6. Estimated Number of Function Points and Unit Price of each Function Point	
7. Estimated delivery date;	
8. Observation:	
9. Technical Officer in Charge:	
10. Coordination's Authorization:	Date: / /
11. Contract Fiscal's Authorization:	Date: / /

Service Order Receipt

Date of receipt of the SO:	/ /
Office in charge of receiving the SO:	

Products Receipt

Products Description
Datasheet to the final counting of the Function Points;
Notes:

Date of receipt of Products:	/ /
Office in charge of receiving the Products:	

ANNEX IV**SERVICE ORDERS ACCEPTANCE TERM OF THE STAGE**

Object: FUNAI Indigenous Information System

The FUNAI's CGDTI Information Technology Coordination states that the ___ stage of delivery of the FUNAI Indigenous Information System referring to the Service Orders # ____, was delivered by the company ____, CNPJ# ____, address _____, the successful bidder to the bidding process, following the rules and conditions required and set forth in the Call for Bid 0002/2011, respecting the compliance and quality standards required.

Brasilia, _____

Information Technology Coordinator

ANNEX V
FINAL RECEIPT TERM

Object: FUNAI Indigenous Information System

The FUNAI's CGDTI Information Technology Coordination states that the ___ stage of delivery of the FUNAI Indigenous Information System referring to the Service Orders # ____, was delivered by the company ____, CNPJ# ____, address _____, the successful bidder to the bidding process, following the rules and conditions required and set forth in the Call for Bid 0002/2011, respecting the compliance and quality standards required.

Therefore, we declare the Final Receipt of the aforementioned object and that now starts the manufacturer's warranty period of 24 (twenty-four) months.

Brasilia, _____

Information Technology Coordinator