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INVITATION TO BID

Subject: Printing of ID cards for Civil Registration process in Honduras

Case ref. GP500457-1

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INVITATION TO BID

Subject: Printing of ID cards for Civil Registration process in Honduras

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Dear Bidder,

The United Nations Development Programme (UNDP) invites you to submit a bid for the items and services described in Section 5 of this Invitation to Bid.

All bids are subject to the Instructions to Bidders and such other provisions, specifications and instructions as are attached or incorporated herein by reference (hereinafter collectively called "Invitation to Bid" or "ITB"). The ITB hereunder includes the following:

- Section 1: Instructions to Bidders
- Section 2: Bid Data Sheet
- Section 3: General Conditions of Contract
- Section 4: Special Conditions of Contract
- Section 5: Supply Requirements and Specifications, including Annexes
- Section 6: Price and Delivery Schedule Form
- Section 7: Bid Submission Form
- Section 8: Bid Security Form
- Section 9: Performance Security Form
- Section 10: Joint Venture/Consortium/Association information form

Deadline for submission of bids is by 14th July 2020 by 15:00 Copenhagen time, and samples required by 21st July 2020, as per time indicated in the Etendering system. Any updates to such dates will be posted directly in e-tendering system. Bids must be submitted before deadline as per eTendering system. System will not accept any late bids. Bids will be opened as per the instructions in the BDS.

This letter is not to be construed in any way as an offer of contract. Your bid could, however, form the basis for a contract between your company and UNDP PSU.

Please indicate whether you intend to submit an offer by clicking on "Accept Invitation" button in the Etendering system. Such step will enable you to receive corresponding notifications as bidder. Should you require further clarifications, kindly communicate with the contact person/s identified in the provided Bid Data Sheet.

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

Yours sincerely,

UNITED NATIONS DEVELOPMENT PROGRAMME

Section 1 INSTRUCTIONS TO BIDDERS

A. General

1. UNDP (as the “Purchaser”) hereby solicits Bids in response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interest’s paramount. Bidders must strictly avoid conflicts of interest. Any Bidder found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this ITB; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

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

Failure of such disclosure may result in the rejection of the Bid or Bids affected by the non-disclosure.

The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

7. Bidders will not be considered **eligible** (and respective Bid will be rejected) if found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions.

Bidders must declare to the best of its knowledge, that it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at UNDP's website <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

8. **Bids submitted by two (2) or more Bidders** shall all be rejected if they are found to have any of the following:
 - a) they have at least one controlling partner, director or shareholder in common; or
 - b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
 - c) they have the same legal representative for purposes of this ITB; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
 - e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or
 - f) an expert proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

9. **Joint Venture, Consortium or Association**

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that:

- i. they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and
- ii. if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

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

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

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both

in the Bid and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

If a joint venture's Bid is selected for award, UNDP shall award the contract to the joint venture in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

10. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

11. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
12. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the Purchaser in writing. Response will be provided in writing to any request for clarification of the Solicitation Documents that is received earlier than two weeks prior to the Deadline for the Submission of Bids. The responses, including an explanation of the query but without identifying the source of inquiry, will be posted available for all prospective Bidders through the online eTendering system. All communication connected with this Bid must be directed exclusively to the UNDP person identified as the contact person **in the BDS**. If deemed required, the Purchaser shall organize a Pre-bid Meeting as described **in the BDS**.
13. **Amendments of Solicitation Documents:** No later than the time stipulated in the BDS, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. The amended Solicitation Documents will be made available in the eTendering system. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the Purchaser may, at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

14. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser shall be written in the language indicated **in the BDS**.
15. **Documents Comprising the Bid:**

The Bid must comprise the following documents (detailed list if provided **in the BDS**):

- Commercial documents as stated below:
 - (i) A Bid Submission form;
 - (ii) Bid Security, if required, under clause 20 of Instructions to Bidders and in the form provided in Section 8.
 - (iii) Price and Delivery Schedule completed in accordance with the Section 6 and clause 18 of Instructions to Bidders;
 - (iv) Written Power of Attorney, authorizing the signatory of the bid to commit the bidder;
- Documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;
- Documentary evidence that the Bidder is eligible and is Qualified to perform the contract if its Bid is accepted;

- Any additional information required to be completed and submitted by bidders as specified **in the BDS**.

16. Documents Establishing Goods' Conformity to Bidding Documents:

The Bidder shall furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods as indicated **in the BDS**;
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified **in the BDS**, following commencement of the use of the goods.

17. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract and has met the minimum qualifying criteria specified **in the BDS**.

18. Bid Currencies/Bid Prices: All prices shall be quoted in US Dollars, although other internationally convertible currency may be acceptable if stated **in the BDS**. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.

19. Period of Validity of Bids: Bids shall remain valid for 90 days after the date of Bid Submission prescribed by the Purchaser pursuant to clause 16 of Instructions to Bidders unless otherwise stated **in the BDS**. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 27 of Instructions to Bidders. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

20. Bid Security:

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser if so required and in the amount stated **in the BDS**.
- (b) The Bid Security is to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 20(g) below.
- (c) The Bid Security shall be denominated in the currency of the bid and shall be in one of the following forms:
 - i. bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad, and in the form provided in these Solicitation Documents, or,
 - ii. cashier's cheque, or certified cheque.

- (d) Any Bid not secured in accordance with Clauses above will be rejected by the Purchaser as non-responsive.
- (e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 12 of instructions to Bidders.
- (f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 33 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 34 of Instructions to Bidders.
- (g) The Bid Security may be forfeited:
 - 1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
 - 2) In the case of a successful Bidder, if the Bidder fails:
 - i. to sign the Purchase Order in accordance with Clause 33 of Instructions to Bidders, or,
 - ii. to furnish Performance Security in accordance with Clause 34 of Instructions to Bidders.

D. Submission of Bids

- 21. Format and Signing of Bid:** The Bids are composed by information entered directly in the eTendering system, using the Bidder profile, as well as scanned copies of specified documents/Sections shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract, and uploaded as supporting documentation. A Bid shall contain no interlineations, erasures, or overwriting. If any error is later on requested from the Purchaser to be corrected by the Bidder, such any corrections shall be initialed by the person or persons signing the bid.
- 22. Submission through eTendering: The Bid, including all supporting documentation, must be submitted using only the online eTendering system, including information entered and documents uploaded. Bids submitted in any other form, e.g. mail or email, may not be considered, unless explicitly authorized by UNDP in advance.**

Supporting documentation to be uploaded in the system must take account of the following:

- (a) Should be in PDF format, and only for those Sections indicated **in the BDS** Bidders should also provide them in editable format (MS Office) as requested. Bidders should check the attachment formats prior to submission as the Purchaser will not be responsible if attachments are in other formats that cannot be opened without additional software.
 - (b) Bidders are encouraged to use zip files. In such case, they should not include multiple lower sub-folders or directories.
 - (c) The name of each file must not be longer than 60 characters. In addition, the file name should not contain any special characters or letters from different alphabets/keyboards than English, as per system restrictions.
 - (d) Bidders should avoid attempting to post bids just prior to the deadline, as the Purchaser cannot guarantee help desk support at last minute. It is the Bidders' responsibility to ensure bids are posted in the system before the deadline, in accordance to Clause 23.
- 23. Deadline for Submission of Bids/Late Bids:**
 - Bids must be posted in the online eTendering system, on or before the date and time specified **in the BDS**.

- The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 13 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 24. Modification and Withdrawal of Bids:** The Bidder may withdraw or modify its Bid after submission, directly in the system prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

E. Opening and Evaluation of Bids

- 25. Opening of Bids:** The Purchaser will provide a Public Bid Opening Report that will be sent automatically by the system to only bidders who have successfully posted a bid in the system.

Alternatively, on specific occasions, if stipulated in the BDS, the Purchaser may choose to manually open bids received in the system in the presence of Bidders' Representatives who choose to attend, at the time, date, and place as specified in the BDS. In the latter case, please note:

1. The Purchaser will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified **in the BDS**. The Bidders' Representatives who are present shall sign a register evidencing their attendance.
 2. The bidders' names, bid Prices, discounts, and any other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening.
 3. Bids that are not opened and read out at Bid Opening shall not be considered.
 4. The Purchaser will prepare minutes of the Bid Opening only for internal purposes, no Bid Opening Report is generated for Bidders in this case.
- 26. Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids the Purchaser may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.
- 27. Preliminary Examination:**
1. Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.
 2. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
 3. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
 4. A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 28. Conversion to Single Currency:** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US Dollars at the official UN exchange rate on the last day for Submission of Bids.

29. **Evaluation of Bids:** Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
1.3	Compliance with delivery timelines set by the procuring entity.
1.4	Compliance with Special and General Conditions specified by these Solicitation Documents
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.7	Proof of after-sales service capacity and appropriateness of service network.

F. Award of Contract

30. **Award Criteria:** The Purchaser will Issue the Purchase Order to the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the Purchaser's action.
31. **Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions by the amount stated in the BDS.
32. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order. The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this purchase order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order.
33. **Signing of the Purchase Order:** Within 2 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the Purchaser.
34. **Performance Security:** The successful Bidder shall provide the Performance Security as per the Performance Security Form provided for in these Solicitation Documents, within 30 days of receipt of the Purchase Order from the Purchaser.

Failure of the successful Bidder to comply with the requirement of clause 33 or clause 34 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.

G. Other Requirements

35. **Payment terms:** The Purchaser will normally effect payment within 30 days after receipt of commercial invoice, proof of dispatch and other supporting documents based on the Incoterms specified.

- (a) The Purchaser does not offer Letter of Credit terms.
 - (b) It is not the policy of the Purchaser to approve advance payments and will only be granted if explicitly stated **in the BDS**.
 - (c) Payment will be made in the currency in which the Purchase Order is issued.
36. **Products from Developing Countries:** Bidders are encouraged to offer products from Developing Countries.
37. **Material, Labour and Facilities:** No material, labour or facilities will be furnished by the Purchaser, its clients or the end user, unless specified in the ITB.
38. **Samples:** Samples of items, when required **as per BDS**, must be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the Purchaser. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
39. **Country of Origin** is required for the Purchaser's statistical purposes.
40. **Start-up & Commissioning:** When necessary, the Bidder shall include in the Bid a complete, detailed plan for the start-up and commissioning of the equipment at the project site(s).
41. **Service Facilities:** When applicable, the Bidder must provide the name, address and a description of the local representative responsible for providing after-sales service on the products.
42. **Training:** When applicable, the Bidder must describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the Purchaser. Unless otherwise agreed, such training and training material should be provided in the language of the Bid as specified in the BDS.
43. **Spare Parts Availability:** When applicable, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB or in any Purchase Order as may be issued by the Purchaser.
44. **Errors and Omissions:** The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the Purchaser accordingly.

H. Cancellation of ITB – Tender exercise

45. **UNDP reserves the right to cancel if needed this tender exercise** at any stage, without any liability of any kind for UNDP. Cancellation would be effected through the system. Participating bidders notified automatically, and cancellation notice posted in UNDP website.

Section 2
BID DATA SHEET

The following specific data for goods and services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

Subject of ITB:	Printing of ID Cards for Civil Registration process in Honduras.
Country:	Honduras
Contact persons for written communication	
Pre-bid Meeting	<p>Teleconference Meeting Date: 08 June 2020 Time: 15 h Copenhagen time</p> <p>Please follow the following instructions:</p> <ul style="list-style-type: none"> • Click on this link to the conference: • When you log in, identify yourself with your name and the name of the company you represent. • If you lose your connection, you can simply repeat the process above. • If you have further problems please send us the email for assistance.
Amendments to Solicitation Documents	Amendments to ITB may be issued latest 5 working days prior to the Deadline for Submission of Bids. Bidders must send questions latest 7 working days prior to deadline for submission of Bids. Amendment and other supplementary information will be posted in online eTendering system.
Language of the Bid	English language for the entire bid, including documentation and descriptions/information provided.
Documents Required Comprising the Bid and Qualification Requirements	<p>THE FOLLOWING SHALL BE INCLUDED IN THE BID SUBMISSION (either through documentation to be uploaded and/or by responding directly in eTendering system as requested to Bid Factors and Line Items):</p> <p>IMPORTANT: For uploading the documents in the eTendering system, the Bidders are requested to archive/group all the documents into ZIP files, each ZIP file should be maximum 49 MB, ensuring appropriate and self-explanatory file names, organized structure and clear content list. Please refer to Section 1 Instructions to Bidders in this regard, especially to Clause 22.</p> <p>A) COMMERCIAL</p> <ol style="list-style-type: none"> 1. Bid submission form: Fully completed and duly signed by authorized representative of the Bidder (see Section 7). 2. Price and Delivery Schedule form: Bidders are requested to provide the unit price for each Item specified in the Section 5 in online eTendering system and attached excel workbook. Price provided in etendering system will prevail if any discrepancy in relation to

price/breakdown provided in the bid documents. Please also consider the following:

3. Each price line in eTendering corresponds to the item specified in Section 5.
4. Bidders are required to check price lines comments in eTendering (by clicking on the comment button) where Bidders will find exact item details and descriptions.
5. For Item #1 (Personalized ID cards) Bidders are required to provide total line price in the system and breakdown of price in the template provided in section 6.
6. For Item #2 (transport) Bidders are required to provide the total line price in the system and provide the breakdown of transport cost per each delivery as per section 6 provided.

7. **Bid Validity** to be confirmed directly in the system.
8. **Bid Security:** Fully completed and duly authorized (see Section 8)
9. **Written Power of Attorney**, authorising the signatory of the bid to commit the Bidder.

10. **Warranty** statement (conforming compliance and acceptance of Warranty conditions as stated in GTCs and Special Conditions, Sections 3 and 4 of this ITB respectively)

B) TECHNICAL

11. **Technical data:** Full details including technical & performance characteristics, exact model and country of origin of all the items should be included in the “**Description of items offered and Bidders’ statement on deviations**” in Section 5.
12. **Bidder’s Statement Regarding Deviations/Non-Compliance** - Any departure from the provisions of the specification shall be disclosed in the Bidder’s Statement Regarding Deviations/Non Compliance in Section 5. In case of no deviations, for clarity please state ‘no deviations’.
13. **Descriptive literature:** Bidders are requested to provide full technical details of materials and equipment offered, including the below proving compliance with requirements:
 - a) technical sheets, brochures
 - b) General Arrangement Drawings of all components included, showing sides, front & rear as well as plan/layout. Detailed graphs should clearly show all the features and other characteristics of the card

- c) technical specifications detailing materials, features, technologies, etc.
- d) quality tests that the offered item complies with and product-based certifications.

14. **Dangerous Goods:** Please identify if any of the items are classified as “dangerous” for transportation and provide UN class no, and conditions/restrictions to be considered for freight and storage.

15. **Samples:** Bidders must send samples of cards as advised further below.

C) SUPPLIER QUALIFICATION: The Bidder shall furnish the following information with its bid proving compliance with the requirements:

16. **A brief profile of the company** including size and staff, location(s), areas of expertise, demonstrating a minimum ten (10) years’ experience manufacturing and/or personalizing secure documents. Provide information regarding Bidder’s overall product range, expertise and production capacities. In case the submitting company responds to this announcement in association with a partner (i.e. Consortium or Joint Venture) the corresponding Agreement between the Partners in Consortium or Joint Venture must be submitted in the bid, and it shall clearly establish who is the Lead Entity and -for each partner- their capacities and responsibilities. Other certifications to include:

- a) Clear certificates of establishment of the legal entity (in case of consortium-of all partners) issued by the government of registration country. Should the online state registry be available, please provide links to online register and registration number/s.
- b) Written Power of Attorney, authorizing the signatory of the bid to commit the bidder (In case of Consortium, then the PoA is to be issued by the Lead Entity of the Consortium).

In cases of Bidder being a Consortium or a Joint Venture, the Lead Entity must possess -and deploy in any eventual contract resulting from this tender- its own card printing and/or card personalization facilities as per the requirements further below. Lead Entity must also sign the bid document and submit bid through the eTendering system. To note: Where a Consortium or Joint Venture is submitting a bid, the term ‘Bidder’ in this ITB refers then to the Consortium or Joint Venture, or the relevant Partner as per its corresponding role, unless otherwise specified.

17. **Details of any major Subcontractor or Partner (including Joint Venture, or Consortium Agreements)** involved in the bid for this project. Details in this sense refer to points 16 above, as well as points

below, as relevant, depending on the role of the major Subcontractor or Partner in this project.

18. Authorization to represent manufacturer: If the Bidder is not the manufacturer of the offered goods.

19. Card printing/production capacities and expertise proving relevant expertise, experience, and capacity in printing and personalizing cards with personal data. Bidder must provide:

- a) Ability to use preliminary designs and artwork rendered & created using the Jura suite of products for designing and creating security documents.
- b) Card secure design capabilities, including details of design software available
- c) Card printing/personalization capabilities including:
 - i) Details on printing method technology offered for this exercise and corresponding machinery;
 - ii) Different security features print capabilities;
 - iii) Prepress and artwork design technologies available.
- d) Production capacity relevant to this exercise, including:
 - i) Production facilities: location, size, and number of staff;
 - ii) List of equipment/machinery grouped per each production phase: prepress equipment, printers, laser engraving modules, lamination, envelope insertion and other finishing aspects, packing, etc. Please use production schedule provided in section 6 for this purpose.
 - iii) State production rates (daily) for the requested items, proving sufficient capacity as requested.

20. Experience: Bidder shall provide documentary evidence of at least three (3) distinct contracts awarded and satisfactorily performed by the Bidder demonstrating its relevant experience, and fulfilling, in combination, all of the following requirements. In case of Consortium or Joint Venture bidding hereby, the Partners must demonstrate the experience corresponding to their role in the Consortium or Joint Venture, and in combination comply with the below. Bidder's references can fulfil one or several of the characteristics outlined below, if needed, Bidder can provide more than three references to fulfil all the characteristics below:

- a) At least two (2) contracts proving both mass production and mass personalization (i.e. the annual production and personalization output performed should exceed four (4) million cards) of high security identification documents:
 - i) At least one contract must refer to photo National ID
 - ii) The other may refer to photo National ID, or Passport or National Driver's license.

Contracts must have been awarded to the Bidder within the past ten (10) years. Completed issuance at the point of Bid submission should already exceed two (2) years volume or eight (8) million cards

- b) At least one (1) contract should refer to production, personalization and issuance of highly secure laser engraved polycarbonate cards: either photo National ID Card, Passport, or National Driver's license, awarded within the last five (5) years, with a minimum annual volume of one (1) million documents. At the point of submission of the Bids, the contract should be either completed or at least Bidder should have issued 1 million cards under such contract.

Copies of contracts are requested proving items contracted, volume, timelines and client (redacted copies of the actual contracts are acceptable where sensitive information has been obscured) that the Bidder has been awarded and completed within the past ten (10) years proving relevant international experience to the scope of this ITB (Printing and delivery of ID Cards of comparable scope and quantity). Updated client information in order to request references must be included.

Letter(s) of reference from prior clients in regard to the example projects submitted may be submitted and will be considered additional documentation.

These projects shall describe Bidder's ability to develop, manufacture and personalize highly secure government credentials such as national ID cards, passports, and/or driver licenses that demonstrate their relevant experience in regard to the requirements of this tender. In particular, it is expected that, through the contracts submitted, bidders demonstrate their ability to produce high volumes in compressed timeframes. For each project reference submitted, include details of the card construction properties, the methods of personalization and the annual volume or mass issuance volume over a set period of time.

21. Quality procedures and certifications: The Bidder and any major subcontractor must demonstrate to have an active and adequate internal control systems, environmental management systems, quality assurance system, Security printing and Information Security Management systems implemented (internal policies to be provided), corresponding to the scope of supply of this tender

Bidders are requested to provide the following set of certification documents:

22. Bidder shall provide copy of obtained ISO 9001 certificate (or equivalent quality management certification).

23. Bidder shall provide copy of obtained ISO 14001:2004 and/or ISO 14001:2015 certification, and/or internal policy proving similar environmental practices for the whole organization or minimally for the facilities proposed to perform services resulting from this ITB.

24. Bidder shall demonstrate that both the card manufacturing and card personalization facility (if different) have attained ISO/IEC 14298:2013 compliance, bidder to provide copies of certificates and any related documentation to provide such proof.

25. The Bidder's facility that receives manages and processes unique cardholder data to personalize cards, must present an ISO/IEC 27001:2013 certification, provided by an approved ISO accreditation body. The scope of the ISO/IEC 27001:2013 certificate must include personalization. If the ISO/IEC 27001:2013 certificate does not imply this compliance, Bidders may support their compliance by provision of the accreditation scope to support such claim. Bidder to provide copies of certificates and any related documentation to evidence such qualification.

For the definition of personalization please reference ICAO Doc 9303, Machine Readable Travel Documents, Seventh Edition 2015, Part 1: Introduction. Available here:

https://www.icao.int/publications/Documents/9303_p1_cons_en.pdf

26. Furthermore, bidder is requested to provide the following documents covering Bidder's own internal policies and procedures

- a) Internal company environmental policy
- b) Internal quality control standards and procedures document.
- c) Security procedures implemented for printing premises, printing outputs/products, and handing of data/information.

27. **Litigation and arbitration history** detailing any cases for the last 5 years. UNDP reserves the right not to consider any supplier with a consistent history of litigation.

28. **Audited financial statements for the last three years** (Consolidated Balance Sheet, Profit & Loss, and Cash Flow statements). In case of consortium presenting the bid, the financial statements should be presented for the Lead Entity as well as the member responsible for the financial support of the project, in case that it is different from Lead Entity.

	<p>29. Proof of financial capacity/credit availability, in the form of either:</p> <ul style="list-style-type: none"> a) A Letter from a Recognized Commercial Bank specifically stating credit availability of the company for a minimum amount of USD 3 Million <u>or</u> b) External Credit Rating (such as D&B etc...), proving sufficient credit availability for high profile projects. <p>30. Details of production capacity and plan: The bidder must be able to demonstrate sufficient capability to produce the quantity of items offered in the timelines requested. The Bidder is requested to present a detailed Project Plan for successful and timely project implementation in accordance with the provided outline schedule and the project planning and management requirements, including:</p> <ul style="list-style-type: none"> a) <u>Sourcing of raw materials and components.</u> b) <u>Design of Print-ready Artwork</u> c) <u>Production of Hologram</u> d) <u>Production and personalization of cards, outlining each phase.</u> e) <u>Delivery to final destination.</u> <p>31. Bidders must provide details on the Transportation/Freight Plan, in terms of timelines, quality, transportation means, confirmation on Insurance Class A (if included) being applied and providing evidence of meeting delivery deadline.</p> <p>With information on above points, the Bidder must demonstrate proper resources and expertise to tackle all areas involved in this project. All submittals shall bear seal/marketing/signature of bidder and UNDP/PSU may request additional supporting documentation. Failure to provide all the above-mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation may be considered non-responsive and hence not be evaluated. UNDP will evaluate suppliers based on an assessment of the relevance and adequacy of the submitted information. UNDP is not obliged to provide details or reasons for not awarding any applicant.</p>
Bid Currencies	United States Dollars (USD) only
Period of Validity of Bids	90 days from the deadline for submission of the bids
Bid Security	<p>A Bid Security in the amount of USD \$20,000 shall be submitted with the bid (see Section 8).</p> <p>UNDP/PSU does not normally return bid securities on expiry.</p>

	<p>A scanned copy must be uploaded in eTendering system and original must arrive via courier or hand delivery prior to July 21st 15:00 Copenhagen time to:</p> <p>The envelope containing the bid security original must include the following marking:</p> <p>“BID SECURITY REF. ITB GP500457-1 BIDDER: [name of company] CONTACT DETAILS: [name], [phone nr] and [email] NOT TO BE OPENED BY REGISTRY”</p>
<p>Deadline for Submission of Bids</p>	<p>As indicated and updated in online eTendering system. Please note the system shows EST/EDT (New York) timezone.</p> <p>Please note: Bids are deemed as valid and submitted only if they are in “Posted” status. Bids in “Saved for later” are not accepted by the system as submitted bids. Please refer to user guidelines for more details on how to post the bids.</p> <p>Please ensure that you provide adequate time to submit your bid. Last minute submissions are discouraged, since if they fail to register or incur technical difficulties there may be insufficient time to provide technical support before the submission deadline occurs.</p>
<p>Alternate Bids</p>	<p>A bidder may submit an alternative Bid, but only as an additional bid to the Main Bid submitted responding to <u>the requirements</u> as required by UNDP in this ITB. The alternate bid must demonstrate better value for money than the main bid, as per the expert knowledge of the Bidder. UNDP shall only consider the alternative bid offered by the Bidder whose main Bid was determined to be top rated upon full evaluation.</p> <p>If an alternative bid is offered, bidder must upload relevant additional information for this offer. The information to be provided for the alternative offer must include minimum:</p> <p>Alternative Bid Submission Form properly signed and stating total bid price as per full ITB scope.</p> <p>Prices for all line items as per ITB Scope.</p> <p>Alternative Technical proposal – clearly stating the proposed offer and all relevant technical information for the full scope of the ITB.</p>

	All documentation provided for the alternative bid must indicate clearly that it relates to the alternate offer, including the file name and in the content of the documents itself.									
Public Opening of Bids	The Public Bid Opening Report will be sent by email directly from the eTendering system to bidders who have successfully posted a bid. This report only displays total Bid price for each bid submitted.									
Deviations:	Minor deviations from the requested description and specifications as indicated in Section 5 Supply Requirements may be considered. Any deviation must be disclosed in writing.									
Partial bids:	Partial bids will not be accepted. Bidders are requested to provide Bids addressing ALL items in order to be considered.									
Delivery times and terms:	<p>Suppliers must quote delivery of goods according to:</p> <p>DAT offloaded, Tegucigalpa Warehouse, Honduras (Incoterms 2010) for all deliveries.</p> <p>If Bidder does not intend to use Air Transport, DAP Offloaded Tegucigalpa (address to be provided at contract stage), Incoterms 2010, can be accepted</p> <p>In case the suppliers' freight solution is not deemed reliable, secure or effective, UNDP/PSU reserves the right to use its appointed freight forwarder and insurance, whose cost quotation (freight + insurance) will be added to the FCA price quoted by the Bidder for evaluation purposes. Freight cost will be based on bidders' statements regarding Weight & Volume.</p> <p>In the event that UNDP/PSU utilizes its own freight forwarder, awarded supplier will be required to cover additional freight costs should actual Weight/Volume exceed the initial bid statement.</p> <p><u>The maximum acceptable delivery times are as per below schedule, assuming contract award latest by August 14th 2020:</u></p> <table border="1" data-bbox="486 1592 1509 1892"> <thead> <tr> <th>Batch #</th> <th>Delivery terms</th> <th>Max Delivery Time</th> </tr> </thead> <tbody> <tr> <td>Printing Set-up ready</td> <td>N/A</td> <td>105 calendar days, after PO placement.</td> </tr> <tr> <td>Batch 1</td> <td>Air freight: DAT Off-loaded Tegucigalpa International Airport, Honduras (Incoterms 2010).</td> <td>(+38 days) = 143 calendar days, after PO placement.</td> </tr> </tbody> </table>	Batch #	Delivery terms	Max Delivery Time	Printing Set-up ready	N/A	105 calendar days, after PO placement.	Batch 1	Air freight: DAT Off-loaded Tegucigalpa International Airport, Honduras (Incoterms 2010).	(+38 days) = 143 calendar days, after PO placement.
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	<table border="1"> <tr> <td data-bbox="488 203 671 349">Batch 2</td> <td data-bbox="671 203 1158 349">Air freight: DAT Off-loaded Tegucigalpa International Airport, Honduras (Incoterms 2010).</td> <td data-bbox="1158 203 1554 349">(+28 days) = 171 calendar days, after PO placement.</td> </tr> <tr> <td data-bbox="488 349 671 495">Batch 3</td> <td data-bbox="671 349 1158 495">Air freight: DAT Off-loaded Tegucigalpa International Airport, Honduras (Incoterms 2010).</td> <td data-bbox="1158 349 1554 495">(+28 days) = 199 calendar days, after PO placement.</td> </tr> </table>	Batch 2	Air freight: DAT Off-loaded Tegucigalpa International Airport, Honduras (Incoterms 2010).	(+28 days) = 171 calendar days, after PO placement.	Batch 3	Air freight: DAT Off-loaded Tegucigalpa International Airport, Honduras (Incoterms 2010).	(+28 days) = 199 calendar days, after PO placement.
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Batch 3	Air freight: DAT Off-loaded Tegucigalpa International Airport, Honduras (Incoterms 2010).	(+28 days) = 199 calendar days, after PO placement.					
Bid Evaluation	<p>Further to the provisions outlined in Section 1, E (Opening and Evaluation of Bids):</p> <ul style="list-style-type: none"> ○ Compliance with formal and qualification requirements, terms and conditions of the ITB. A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations. A Bid determined as not substantially responsive or not complying with the qualification requirements will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity. ○ Compliance with technical specifications and requirements of items listed in Section 5, and requested technical documentation, including goods and services. ○ Evaluation of samples ○ Appropriateness of the Implementation Timetable to Project Schedule and adequacy of the consolidation/production capacity of bidders. Schedule: Bidders must demonstrate sufficient capacity and resources to produce or source (to be detailed) the deliverables requested in the timelines specified in Section 5 Price and Delivery Schedule. ○ Price and conditions for items and quantities as listed in Section 5. All offers and prices will be evaluated on basis of DAT offloaded, Tegucigalpa international Airport, Honduras (Incoterms 2010). Or DAP offloaded Tegucigalpa warehouse (address to be provided at contract stage), Incoterms 2010, 						
Samples	<p>Bidders are requested to provide the following samples:</p> <ul style="list-style-type: none"> ● The Bidder shall prepare and submit two (2) identical batches of sample cards. Each batch will be sent to the different locations as specified further below. ● The UNDP will provide a data set of ten cardholder (10) records for use in the production of sample cards that should be submitted with this response. Ten (10) copies of each data record should be produced for two separate batches. (100 x 2 = 200 cards total). ● Sample cards submitted may be produced on cards that contain pre-personalization security artwork or be blank, provided they are identical in construction to cards proposed and for which ISO Test Lab reports have been submitted in regard to other requirements within this tender. Sample cards submitted that contain pre-personalized security features are acceptable, provided these features are included in the base price offered. Optional or non-included pre-personalized or personalized security features should not be included on sample cards. ● The sample cards provided in response to this tender have the following further requirements: 						

	<ul style="list-style-type: none"> ○ The sample cards must be manufactured and personalized on the intended, same or identical equipment that the proponent is offering for card manufacturing and card personalization in response to this tender. Please provide a letter accompanying card samples submitted attesting to this requirement. ○ The laser engraving depths and resolutions used to produce the personalized sample cards submitted must be the exact same for intended live production runs of Honduran National ID cards. Please include a separate document, accompanying the samples, that provides the print resolutions utilized for sample cards submitted for each field applied. <p>Samples must arrive to the following addresses latest by July 21st to each location as follows:</p> <p>AND</p> <p>AND</p> <p>Please note due to the change in destination of samples, quantities have been modified not to request more samples than the originally requested. However, if bidders find it simpler to submit three full batches to the three locations (100 cards each), bidders are encouraged to do so.</p> <p>Packages containing samples must include the following marking:</p> <p>“SAMPLES REF. PROCUREMENT CASE GP500457-1 – Printing of cards for Honduras BIDDER: [name of company] CONTACT DETAILS: [name], [phone nr] and [email]”</p> <p>Samples received will not be returned.</p>
Contract Award	UNDP shall award Purchase Order/Contract to the lowest priced technically compliant and responsive bid.
Latest expected date for commencement of Contractual period.	August 16 th 2020
Purchaser’s Right to Vary Requirement	<p>The quantities in the Price Schedule are estimates and may vary up to ±25% from those indicated in Section 5, Supply Requirements. As per Section 1, UNDP reserves the right to apply such variation of quantities at contract stage, and Bidder by submitting a bid agrees to it without restrictions, penalties, or modification of unit prices offered by Bidder.</p> <p>Additionally, UNDP reserves the right to adjust if needed the quantities of personalized and non-personalized cards contracted, depending on the actual number of citizens after registration. This may result in ordering less personalized cards than the total quantity outlined in the ITB and topping up with non-personalized cards (at disclosed price) up to the total quantity of cards requested in the ITB.</p>

<p>Subsequent Orders/Deliveries:</p>	<p>UNDP may wish to procure the same material again in future. Therefore, suppliers are requested to grant UNDP the right to procure additional identical material at the same price and conditions within the period of 12 months from the deadline of this ITB.</p> <p>After the first six months, should the supplier request a higher price, the increase may not exceed 0.4% per month, and documented evidence of increases in costs is to be provided. Confirmation of acceptance is requested.</p>
<p>Commissions And Incentives:</p>	<p>Bidders or Contractors will not offer anything to any employee or agent of the Purchaser as an inducement or reward that could in any way tend to influence the person's actions in relation to the process and contract. For the purposes of this Clause, "agent" includes the parent, spouse, child or associate of the agent.</p> <p>Without limitation, a breach of this clause will entitle the Purchaser to disqualify the bidder or terminate the Contract.</p>

Section 3

GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Development Programme (hereinafter referred to as “UNDP”) and the Contractor shall also each be referred to as a “Party” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, UNDP, a subsidiary organ of the United Nations, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

3. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to UNDP by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.

3.3 At the option of and in the sole discretion of UNDP:

3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel’s performing any obligations under the Contract;

3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel’s performing any obligations under the Contract; and,

3.3.3 in cases in which, pursuant to Article 3.2.1 or 3.2.2, above, UNDP has reviewed the qualifications of such Contractor’s personnel, UNDP may reasonably refuse to accept any such personnel.

3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

3.4.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

3.4.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

3.4.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

3.4.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.

3.4.5 Any request by UNDP for the withdrawal or replacement of the Contractor’s personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

3.4.6 If a request for the withdrawal or replacement of the Contractor’s personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor’s personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel’s being withdrawn or replaced.

3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor’s personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

3.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

3.6.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

3.6.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

3.7 Not less than one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

4. ASSIGNMENT:

4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*

4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*

4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*

4.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and,*

4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

5. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

6. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNDP. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

7. **PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

7.1 **DELIVERY OF GOODS:** The Contractor shall hand over or make available the goods, and UNDP shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNDP in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNDP.

7.2 **INSPECTION OF THE GOODS:** If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNDP when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

7.3 PACKAGING OF THE GOODS: The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

7.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the goods in accordance with the requirements of the Contract.

7.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

7.5.1 The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship;

7.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

7.5.3 The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

7.5.4 The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

7.5.5 The goods are new and unused;

7.5.6 All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNDP in accordance with the Contract;

7.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNDP for the purchase price paid for the defective goods; and,

7.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

7.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any goods unless and until UNDP has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the goods.

7.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNDP:

7.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNDP; or,

7.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; or,

7.7.3 replace the goods with goods of equal or better quality; and,

7.7.4 pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNDP.

7.8 In the event that UNDP elects to return any of the goods for the reasons specified in Article 7.7, above, UNDP may procure the goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

7.9 TITLE: The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to UNDP upon delivery of the goods and their acceptance by UNDP in accordance with the requirements of the Contract.

7.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the

Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of the United Nations, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

8. INDEMNIFICATION:

8.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

8.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

8.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

8.2 The indemnity set forth in Article 8.1.1, above, shall not apply to:

8.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

8.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

8.3 In addition to the indemnity obligations set forth in this Article 8, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 8, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

8.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the United Nations or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

8.5 In the event the use by UNDP of any goods, property or services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

8.5.1 procure for UNDP the unrestricted right to continue using such goods or services provided to UNDP;

8.5.2 replace or modify the goods or services provided to UNDP, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

8.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such goods, property or services, or part thereof.

9. INSURANCE AND LIABILITY:

9.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

9.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

9.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

9.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

9.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

9.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

9.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

9.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

9.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

9.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

9.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

9.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

9.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

9.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

9.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 9.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

9.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

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

11. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

12.1 Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

12.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

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

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

13. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP or the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

14. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

14.1 The recipient (“Recipient”) of such Information shall:

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

14.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

14.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 14, the Recipient may disclose Information to:

14.2.1 any other party with the Discloser’s prior written consent; *and*,

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

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

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

14.2.2.3 for UNDP, the United Nations or a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

14.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

14.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

14.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

14.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

15.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

15.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 16, “Termination,” except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

15.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to

any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

16. TERMINATION:

16.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day’s notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 19 “Settlement of Disputes,” below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract.

16.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

16.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

16.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

16.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

16.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

16.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

16.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

16.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

16.3.7 complete performance of the work not terminated; *and*,

16.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

16.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those goods delivered and services provided to UNDP in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

16.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

16.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

16.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

16.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

16.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

16.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

16.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

16.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 16.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 16.5, above, and shall provide UNDP with any information pertinent thereto.

16.7 The provisions of this Article 16 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

17. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

18. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

19. **SETTLEMENT OF DISPUTES:**

19.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

19.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 19.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on

general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

21. TAX EXEMPTION:

21.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

21.2 The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

22. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

23. MODIFICATIONS:

23.1 Pursuant to the Financial Regulations and Rules of UNDP, only the Chief Procurement Officer of UNDP, or such other Contracting authority as UNDP has made known to the Contractor in writing, possesses the authority to agree on behalf of UNDP to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UNDP unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief Procurement Officer of UNDP or such other contracting authority.

23.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 23.1, above.

23.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 23.1, above.

24. AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

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

25. LIMITATION ON ACTIONS:

25.1 Except with respect to any indemnification obligations in Article 8, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 19.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

25.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

27. **MINES:** The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

28. **SEXUAL EXPLOITATION:**

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

28.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

Section 4 SPECIAL CONDITIONS

The following Special Conditions of Contract shall supplement the General Conditions of Contracts for the Provision of Goods and Services (Section 3):

ACCEPTANCE OF THE PURCHASE ORDER	The resulting Purchase Order (PO) may only be accepted by the Supplier's signing and returning an acknowledgement copy within the time specified. Acceptance of the Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of the Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.
PERFORMANCE SECURITY	<p>A Performance Security will be required.</p> <p>The successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value (in the same currency). The Performance Security shall be valid for 30 days longer than the entire contract period, including (but not limited to) manufacture, delivery, installation, training and warranty obligations. To that purpose, a certificate of satisfactory installation, commissioning and training, signed by the customer, will be provided to UNDP/PSU. The Security shall be received by the Purchaser within 30 days of receipt of the Purchase Order.</p> <p>The Performance Security shall be in one of the following forms:</p> <p>(1) A bank guarantee, issued by a reputable licensed bank in the form provided in this ITB; or</p> <p>(2) An irrevocable standby letter of credit.</p> <p>The Performance Security shall permit the beneficiary to draw on it in any international location and specifically in Denmark or the United States.</p> <p>PSU does not normally return bid/performance securities on expiry.</p>
LIQUIDATED DAMAGES FOR NOT MEETING DELIVERY (refer to Art. 7.1 of the UNDP General Conditions)	If the Supplier fails to supply the specified goods or provide service deliverables, including service response times, within the time period(s) stipulated by the PO, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the PO price, as liquidated damages, a sum equivalent to [0.5] percent of the price of the complete consignment or service in the PO for each day of delay until actual delivery or completion, up to a maximum deduction of 10 percent of the Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the PO.
WARRANTY (ref. to Art. 7.5 of the UNDP General Conditions)	<p>Warranty period on the Goods shall be fully valid for the entire use life of the cards guaranteed as part of Bidder's submission and comply with following conditions complementing the terms and conditions specified in GTCs (section 3) in practical terms:</p> <ul style="list-style-type: none"> ➤ Cards that are discovered to have failed under normal conditions prior to the expiration of their warranty period shall be replaced by the Bidder at no cost to UNDP and/or RNP as long as they represent at least a 5% of the cards. ➤ In such case: <ul style="list-style-type: none"> ○ The Supplier will provide corresponding quantity of personalized cards to Tegucigalpa at no cost to UNDP and/or the RNP, to replace all those found faulty.

<p>FIRE AND EXTENDED COVERAGE INSURANCE (ref. to Art 9.2 of the the UNDP General Conditions)</p>	<p>At all times prior to delivery, the Supplier shall effect and maintain continuous fire, hazard and extended coverage insurance upon any goods subject to this Order in an amount equal to the sound insurable value of such goods and labour incorporated therein with loss payable to the Supplier and UNDP as their interests may appear.</p>
<p>TRADE TERMS (ref. to Art 7 of the the UNDP General Conditions)</p>	<p>Whenever an INCOTERM is used in this Order it shall be interpreted in accordance with the INCOTERMS 2010.</p>
<p>COMPANY MARKS AND NAMES</p>	<p>The Supplier will not place any kind of own trademarks, logos, company name or emblems, on any parts of the materials/goods to be provided under the Contract, unless specifically allowed in written by UNDP's contract main focal point or approver.</p>
<p>PAYMENT</p>	<p>UNDP shall, on fulfilment of the Delivery Terms, unless otherwise provided in the Purchase Order, make payment within 30 days of Supplier's completion with all obligations as per payment milestone, receipt of the Supplier's original invoice for the goods and copies of the shipping documents specified in the Purchase Order, and acceptance document signed by UNDP and/or the End User. Similarly, payment for Services will be due within 30 days from receipt of original Supplier's invoice accompanied by certificate of completion and acceptance of Services issued by the End User.</p> <p>Payment against the invoice referred to above will reflect any discount shown under the payment terms of the Purchase Order, provided payment is made within the period required by such payment terms.</p> <p>Unless authorized by UNDP, the Supplier shall submit one invoice in respect of the Purchase Order, and such invoice must indicate the Purchase Order's identification number.</p> <p>The prices shown in the Purchase Order may not be increased except by express written agreement of UNDP.</p> <p>Payment by UNDP does not imply acceptance of goods nor of any related work or services under this Order.</p>

Section 5 SUPPLY REQUIREMENTS and SPECIFICATIONS

Requested Items Specifications and Supplier's statement on compliance and deviations

5.1. Introduction

UNDP Honduras has received a request from the Government of Honduras to support the National Registration Office (Registro Nacional de las Personas, RNP), to procure the goods and services require for conducting a national wide registration of eligible citizens over 16 years, as required by legislation. The purpose of the Citizen Registration exercise is to establish a new National Record System with biometric identification data. The expected volume of registrations in this exercise (mass registration) is estimated at 5.5 million individuals.

UNDP PSU has been requested by UNDP Honduras to undertake the above-mentioned procurement in collaboration with them, the RNP and relevant Partners. In this context, the present ITB refers to the manufacturing, personalization, packaging and delivery to Tegucigalpa of the referred ID Cards.

To provide further background, the citizen registration methodology intended is based on a multi-tiered data collect and consolidation strategy that enables the collection of citizen data and biometrics at the registration center level and consolidates this data at the RNP HQ datacenter for protection, integration, and verification purposes. From the treatment of such data will result the database that will be eventually shared by the RNP for the corresponding printing and personalization of ID cards.

The biometric citizen registration will capture and store each individual's biographic/text data, assign a unique registration number, biometric images (facial portrait and finger prints), signature image.

5.2. Objectives

The ID Cards will be utilised by citizens and other relevant stakeholders to proof their citizenship, identity, date of birth, etc. and also intended to identify them as voters in upcoming electoral processes. The National Identity Card will also be used to support the citizens of Honduras for access to government services and to facilitate future improvements in citizen planning and democratic options.

These improved ID Cards will be used to enhance the identity security of citizens from theft but also establish a trust foundation for interaction with various government services for Hondurans, and provide opportunities for introducing validation services for reliant third-party entities such as banks, airlines and other private sector functions that rely on identity validation.

The provision of new ID Cards that will contain additional machine readable technologies (MRT) will be a stepping stone in a planned transformation by RNP toward the adoption of digital identity. Future needs for RNP will require that physical cards may not be used in many current case use scenarios where mobile and digital identity opportunities can provide more accurate, instant and secure validation methods offline and online.

Other uses may be considered within the intended technology, as to enhance the provision of services that the Government of Honduras provides to the citizens.

5.3. Scope of Supply of this ITB

The overall requirement of this tender exercise involves the provision of the following elements:

ID Cards

1. 5.5 million Polycarbonate ID Cards including:
 - a) Background security features and customised artworks as per this Section.
 - b) Personalization (Laser engraving) front and back.
2. Carrier for affixing the card prior to insertion in envelope
3. Secure envelope with transparent window.
4. Optimized packing for International freight and National distribution.
5. 400,000 Pre-personalized cards, identical to the 5.5 million above just without personalization, without carriers, without envelopes.
6. Shipping to DAT Honduras (Tegucigalpa airport). Custom clearance to be handled by UNDP. Each phase approx. 1.5 - 2 million cards – depending on the data batches transferred.
7. Warranty.
8. Optional Technical support: An option for technical support to advise the RNP in the area of software development related to extracting the data from the RNP's databases and packaging/transmitting it for print.

Information on cards and mode of transmission

The following information provided by the RNP will be printed on the cards in Spanish (Honduras):

Card Front	Card Back
Photo Image	DCN – Not personalized – applied at manufacturing
Names (First/Fore)	Donor Symbol (where applicable) 0=No 1=Yes
Surname (First/Second)	QRCode1
Date of Birth (Tactile / Surface relief)	Address (District, Municipality, Country)
Identification Number	
Nationality	
Date of Expiry	

Place of Birth	Executive signatures (static image(s) applied at personalization)
Cardholder Signature	QRCode 2
Redundant Photo Image in Lenticular feature	MRZ
Redundant Date of Birth in Lenticular Feature	
Gender (Not printed but contained in the MRZ) 1=Male 2=Female	

It is planned that the QR images provided will contain an encrypted fingerprint template for one, and access and other convenience information on the other. Geographic information of each individual will also be data shared by RNP, it may be printed on the cards and/or used for distribution information (distribution reporting, labelling...).

The information sent back to the RNP will include card print status, issued Document Control Number (DCN), and statistics.

Mode of transmission between the card vendor and the RNP will be SFTP, or secured REST, gRPC.

Item No	Quantity	Description and minimum/mandatory specifications	Supplier's statement on compliance and deviations
General	NA	<p>1. Confidentially and security of information</p>	
		<p>1. The relevant National Database (ND) will contain biographical personal information, fingerprints, signatures, photos, other data or sensitive information of the Citizens of a specified country. Citizens' Database is confidential and sensitive information and hence any information shared in this exercise must be treated with the utmost security and confidentiality by the Bidders and by any eventual Contractor and/or subcontractor.</p>	
		<p>2. If awarded, the Bidder will be required to sign a Confidentiality Agreement not to use, store, sell, or transfer to any other party any citizen data, sensitive information, provided by UNDP or RNP or accessed to through the project, without the consent of the Government of the country. Equally, the Bidder fully commits to securely destroy/dispose of data or any sensitive information to ensure that no other party could have access to them, ensuring first that the relevant information and data is in possession and accessible by RNP and UNDP. A certificate of destruction of such data must be provided by the Bidder. The above applies in full to both the Bidder and any of its sub-Contractors.</p>	
		<p>3. The corresponding print data will be transferred to the awarded Vendor on periodical basis. The Vendor must provide SFTP (secure FTP) site for exchange of print data. Alternatively, this exchange may occur through secured REST, gRPC. This will be determined before contract finalization, Bidders though to confirm in their offers whether they can work with any of such protocols or if any issues.</p>	
		<p>4. Bidder must have and implement proper security mechanisms in place to protect the ND data from copy, hacking, theft or loss of data as per ISO 14298, ISO 27001 and described elsewhere in this ITB. Bidder will maintain high level of security and inventory processes on the actual production process, including, keeping clear track of cards produced, maintaining log and records of faulty cards, and documentation and evidence of proper disposal of such cards.</p>	
		<p>2. Artworks editing, and proofing</p>	

	<ol style="list-style-type: none"> 1. The Bidder will be responsible to develop the final ID card artwork, based on designs and instructions from RNP and UNDP, and share it with the RNP in PDF format, CMYK high resolution, including cutting marks and all necessary details, through SFTP (secure FTP) site. Alternative formats can be suggested by the Bidder and may be considered by UNDP. 2. Bidders will receive developed artwork for the printing process, designed using the Jura suite of tools, that contains components of the necessary background artwork for the pre-personalized card. Artwork has been prepared using six (6) colors. Bidders must be capable of six (6) color printing, (five (5) visible and one (1) invisible). If additional colours are feasible include information in your response. Security printing artwork for the cards has been prepared in the Jura suite of products. Bidders should state their preferred file format(s) for this artwork. 3. The bidder will be responsible for assembling the final print ready card background artwork using artwork provided and their own expertise in developing pre-personalized card backgrounds for highly secure documents. 4. The layouts for the personalization data to be applied by the bidder have been defined in accordance with ICAO 9303:2015 requirements and will be provided to the bidder with the security artwork. 5. Bidders must confirm and provide details on capacity to design the ID card artwork as per ICAO Doc 9303:2015. The final artwork and printing plates utilized will be delivered in full, with intellectual property rights, and without any restriction, to the UNDP and RNP as part of Contract deliverables. 	
	<ol style="list-style-type: none"> 6. UNDP and the RNP or designated representatives may require access to the eventually awarded Bidder’s premises to verify and sign-off before the printing goes into mass production. Bidder must provide access to printing facilities and office space for the duration of the visit. Please include any pre-requisite requirements necessary to permit an escorted visit within the facilities including security information necessary for pre-screening of these visitors. 7. Prototypes will be signed, and one set will be kept by each party as the original to refer to for any future production on all aspects. This “Reference Prototype Cards” will be used to compare the final production for each batch. Additionally, UNDP may send a representative to inspect cards at the personalization stage of specific batches to inspect quality and proper printing of cards. 	

		<p>3. Intellectual Property Rights</p>	
		<p>Without limitation to relevant clauses in the UNDP General Terms and Conditions, Bidder must confirm, and provide relevant details and warrant, that under the eventual contract the Bidder will conform with the following:</p> <ol style="list-style-type: none"> 1. The eventual Vendor, upon completion of all designs/artworks must deliver all artworks and design documents in full, including editable format, and hand over all Intellectual Property rights to UNDP and RNP corresponding to any artwork developed. The resultant card designs shall be copyrighted by RNP. 	
		<ol style="list-style-type: none"> 2. The eventually contracted Bidder (Vendor) when contracted must provide as part of deliverables the corresponding comprehensive and detailed design document for all components of the solution such as production particulars and composition of the cards, personalization steps, protocols, diagrams, encryption tools if any used. This document must effectively guide and allow operators/technicians of RNP or other vendor with the necessary equipment to replicate these steps during future update of the registry. Document must be in Spanish. 	
		<p>4. Cards Quality Standards and Test Certificates</p>	

	<p>Cards provided must be in compliance to the following standard for ID-1 cards: ISO/IEC 7810:2019</p> <p>Cards provided must be in compliance to the following standard in all relevant tests for a Card Service Life (CSL) period not less than 10 years: ISO/IEC 24789:2012 . Cards should comply to the Application Profile for National ID.</p> <p>A Test Report prepared by an ISO approved laboratory shall be submitted that demonstrates the card construction proposed and represented by the samples submitted have met & surpassed ISO/IEC 10373-1:2006 requirements. This ISO 10373-1:2006 Test Report may be from a prior project, provided it is representative of the cards proposed in regard to materials and construction and manufactured on the same or identical equipment to that proposed within your submission.</p>	
	<p>5. Green procurement</p>	
	<p>Adherence to environmentally sustainable practices and standards: In line with UNDP’s sustainability initiatives, the Bidders are requested to adhere to sustainable business practices and to reduce the environmental impact of their business activities.</p>	
	<p>6. General considerations on Card Production</p>	
	<p>Cardstock shall be printed using recognized secure document industry practices and security printing methods of applying and not merely designing layouts, for inks to documents of various substrates and in a manner of printing that is not generally commercially available or may be considered extremely cost prohibitive. This includes applying information, graphics or designs that may contain anti-scan or other interference or interpretable patterns. Acceptable methods of security printing include lithographic and intaglio among others. Dye diffusion thermal transfer, digital offset, half tone or inkjet printing are not considered security printing by RNP for the purposes of manufacturing cardstock.</p>	
	<p>UNDP and the RNP reserves the right to perform adversarial analysis card testing on any samples submitted at any time during evaluation of proposals or during any subsequent contract issued as a result of this tender. Card testing may or may not be conducted on Bidder submitted samples or subsequent Bidder produced cards, and determined at the sole discretion of UNDP and the RNP.</p>	

	<p>The cards must contain three levels of security as such:</p> <p>Level 1: Overt Level 2: Covert Level 3: Forensic</p> <p>The cards must provide for the inclusion of at least one third level security feature, which shall be kept secret and used for ultimate forensic validation of cardstock as genuine through the use of specialized forensic examination equipment. Bidders SHALL NOT provide details of any third-level feature(s) in the main body of the proposal. This information may only be communicated to specific RNP personnel, should any contract be awarded as a result of this tender.</p>	
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	7. General considerations on Card Personalization	
	<p>The Proponent must have an audit control process for card stock manufacturing & shipping, and before, during and after personalization activities and provide the RNP with a regular reconciliation report. The audit control process must utilize the Document Control Number (DCN). DCN numbers for destroyed cards must be provided to RNP.</p>	
	<p>The card production process must include a quality control/assurance process. This may include data matching photo and text data in addition to print quality. Bidders must detail the means used for QA/QC and describe the process for establishing a QA/QC standard during personalization and fulfillment</p>	
	<p>Failed cards not printing must automatically be inserted back in the print queue for retry production of any card rejected during the production or quality assurance process due to a defect in the card stock or production process.</p>	

	<p>The UNDP shall ONLY pay for cards that were produced as requested, without any error, and subsequently passed QA/QC inspection. Cards that failed to produce correctly or are rejected due to card production errors shall be considered spoilage and their cost absorbed by the Vendor.</p>	
	<p>During the eventual contract, card production rejections or spoilage that exceeds 2% of production rates may be cause for a review of personalization production systems and may be addressed via a written Corrective Action Report that would include the issues and measures taken to improve production quality.</p> <p>The Proponent agrees to send directly to the RNP a monthly spoilage report that contains the statistical production rates, spoilage and error data for all Honduran National ID cards.</p>	
	<p>Under the intended contract, the Vendor will be responsible for the complete destruction of used, wasted or defective cards & materials.</p> <p>Please describe your destruction process and procedures and the type of confirmation report, and information included which is sent to RNP on a monthly basis.</p>	

<p>Item 1:</p>	<p>5.5 million cards</p>	<p>Polycarbonate ID cards with laser engraving personalization</p>	
		<p>General aspects: card with laser engraving personalization as per “General considerations on card production” and “General considerations on card personalization” above</p>	
		<p><u>Dimensions and characteristics:</u> Cards shall adhere to ISO/IEC 7810:2019</p> <ol style="list-style-type: none"> 1. Size: Cards shall be ID-1 size <p>Cards shall contain the following characteristics and features:</p> <ol style="list-style-type: none"> 1. UV-A dull substrate material 2. Tamper evident card body 3. Optical effect pigments (other than UV or IR pigments) 4. Tagged ink 	

	<p>Material: Cards shall be constructed 100% polycarbonate and intended for personalization using laser engraving techniques by use of laser receptive layer(s). All variable (dynamic) information applied to both the front and reverse of the card shall be applied using laser engraving methods.</p>	
	<p>Document Control Number (DCN): The manufacturing process of the cards must apply a Document Control Number (DCN) that is unique to each card and sequential in resultant packs of pre-personalized cards. This number is a 16-digit number and may be applied in the form of a small EAN/UPC barcode or OCR provided the proponent personalization systems can automatically read and record the DCN . The DCN will be communicated to RNP for each card produced and be stored by RNP in the cardholder record. The DCN serves to provide a means of accurate inventory controls and for administration of card life-cycle management.</p>	
	<p>Lenticular Engraving Area: The card must possess a lenticular surface area approximately 15mm (round) or approximately 15mm x 10mm (WxH) if rectangular and placed in the lower right quadrant (refer to ISO/IEC 7810) of the card such that it will not interfere with any other cardholder applied data. Other shapes and sizes are permissible provided the legibility & visibility of the data applied to the different lenticular planes is not reduced or obscured. The area should be capable of accepting the redundant application of Photo Image and DOB on different planes when viewed from different angles using methods of laser engraving application such as CLI/MLI/TLI.</p>	
	<p>Customized Hologram: The card should be constructed with an embedded transparent hologram that will overlap a segment of the primary photo image and possibly some of the variable cardholder text data. This transparent hologram should be embedded during lamination, such that melted polycarbonate flows through the hologram and a single homogeneous unit is created.</p> <p>The hologram target size is 20 mm round. It is intended that RNP shall provide a national icon or symbol to be used as the artwork to be rendered in the design of the final holographic element.</p>	
	<p>Background security features: The following basic security features should be included in pre-personalized card artwork and designs.</p> <ul style="list-style-type: none"> a) Rainbow b) Micro lettering Deliberate error into design &/or micro lettering c) Anti-copy/scan patterns or inks d) Guilloche and/or Filigree 	

		<ul style="list-style-type: none"> e) IR transparent inks f) UV hidden inks g) Duplex Security Pattern <p>This list contains minimum security features based on design/artwork, to be included in the offered cards. Other additional non-proprietary features or methods offered by the bidder may be considered and may be included in Bidders proposed designs at no additional cost. Bidders to explain how any additional feature utilized in their proposed design contributes to the overall security of the card.</p> <p>Card designs and security features proposed should include the feature set that is offered at the base price. Optional features that are not included in the Bidder base price should NOT be included in proposed designs and samples.</p>	
		<p>Durability: The proposed ID cards must provide a durable card construction that survives intact under normal use and continues testably functional, and must be warranted by the Proponent for a period of ten (10) years from the date of issuance.</p>	
		<p>Full laser personalization including Picture, in greyscale: Card bodies shall permit the application of laser engraved information to achieve sufficient depths to resist erasure. Methods to test for this ability may include forms of taber abrasion testing described in ISO/IEC 10373-1:2006 or chemical removal attempt. Other non-standard adversarial analysis methods may also be employed. The laser engraving information must be applied using a laser receptive layer(s) embedded within the core of the card. Laser engraving must penetrate the card body security printing outward from the core of the card. Bidders to state details in their offer to assess compliance.</p> <p>The proposed personalization format should adhere to the field positioning requirements of the ICAO 9303 (2015) specification. Variable data field layout positions for the ID card must provide for simplified examination and readability, while ensuring that the card remains aesthetically appealing.</p>	
		<p>Personalization: Biographical fields are such that they may be considered unique to the individual cardholder and therefore require the utmost in protection from compromise via substitution or alteration attempts. The photo image and the signature shall be regarded as biographical fields. The cards will utilize a redundant photo image on the front of the card in the lower right quadrant that</p>	

	<p>will be applied on a lenticular surface area using a varied method of laser engraving such as MLI/CLI/TLI.</p> <p>7.1. Laser engraved personalization, front:</p> <ul style="list-style-type: none"> 7.1.1. Identity Number 7.1.2. Name 7.1.3. Issue date 7.1.4. Expiry date 7.1.5. DOB (Tactile/surface relief laser engraving) 7.1.6. Redundant DOB in lenticular area 7.1.7. Primary photo image 7.1.8. Redundant photo image in lenticular area(TLI/MLI/CLI) 7.1.9. Signature 	
	<p>7.2. Laser engraved personalization, back:</p> <ul style="list-style-type: none"> 7.2.1. Laser engraved heart symbol (3mm x 3mm) to designate ORGAN DONOR where appropriate 7.2.2. ICAO standard MRZ 7.2.3. Two (2) QR barcodes applied via laser engraving. The first QR barcode is to contain the exact same content as the ICAO MRZ field. The data content of the second QR barcode are yet to be fully defined, but may include a single ISO/IEC 19794-2 fingerprint minutia template and encrypted to prevent unauthorized scanning. 	
	<p>The Bidder personalization production system shall include carrier affixing. The production system shall be capable of personalizing the carrier specific to the cardholder.</p> <p>The personalization production system shall fold the carrier and insert into a white envelope that contains a transparent window.</p> <p>The card personalization production system shall be capable of insertion into the envelopes.</p> <p>Production runs should be sorted based on geographical information. Production personalization runs can be optimized to automatically sort and stack batches of fulfilled finished cards.</p> <p>Fulfilled cards on envelopes are expected to follow the distribution logic stated in the section below: “Case-Specific requirements for PACKING and PALLETIZATION of Cards”</p>	

<p>Item 2:</p>	<p>5.5 Million Paper Envelopes</p>	<p>The Bidder personalization production system shall include carrier affixing. The production system shall be capable of personalizing the carrier specific to the cardholder. The personalization production system shall fold the carrier and insert into a white envelope that contains a transparent window. The card personalization production system shall be capable of insertion into the envelopes.</p>	
<p>Item 3</p>	<p>400,000 Pre-personalized Cards</p>	<p>The Bidder shall provide unit price for four hundred thousand (400,000) pre-personalized cards as per requirements set forth in item 1 of this ITB Document - Polycarbonate ID cards with laser engraving personalization – excluding all provisions referring to personalization; and in accordance with Section 7 of this ITB Document – General considerations on Card Production –.</p>	
<p>Item 4</p>	<p>60 working days Technical Support</p>	<p>While the eventual Vendor will only be responsible for its side of the communication of print data, the Vendor should provide at the request of UNDP consultancy support in the area of database and web/ftp service development to guide the RNP through the extraction of data from its databases and packaging it for the purpose of card printing. The consultant(s) provided by the Vendor would not be responsible for actual implementation of said extraction and services, as this is already covered by other RNP vendors and staff, but should be ready to provide the necessary advisory support should it prove a challenge for the RNP.</p> <p>In principle this support is envisaged as to be provided remotely. However, the relevant consultant(s) who would provide this support should be ready to travel to Tegucigalpa to meet with the RNP staff if requested by UNDP for a specific period of time. Cost of travel would be covered by UNDP if requested and should not be included in this bid.</p> <p>Bidders are requested to provide details on staff they would assign to this task (detailed CVs) and areas of expertise. In the price schedule, Bidders to provide nr of resources, cost per resource per day.</p>	

	<p>Goods must be packaged in accordance with the provisions of the UNDP General Terms and Conditions of Contract. and suitable for transportation to the final destination.</p>
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General requirements for PACKING and PALLETIZATION	Additional Packing and Palletization requirements complement UNDP General Terms and Conditions of Contract as set forth in this RFQ specifications and subsequent Purchase Order, under the framework of this ITB.
	The packing must be of a sturdy export quality and of a commercial standard that will provide adequate protection of the goods for carriage by air, sea and/or road to final destinations worldwide, including remote locations under adverse climatic and storage conditions, and high humidity – i.e. not less than 17kN edge crush resistance with minimum 60% remaining with 90% humidity at a temperature of 40C (tropical conditions).
	It is the responsibility of the Bidder to provide complete packing as required for transportation. Hazardous chemicals and other dangerous goods must be packed and documented according to current legislation applicable. Bidder shall advise dangerous goods information (UN number; class; packing group; proper shipping name) for each item belonging to dangerous goods.
	All materials are sensitive and shall be kept under secure conditions at all times. Supplier to confirm premises and processes for materials and information according to ISO 14298:2013 or equivalent.
	Consignment shall be fully palletized. Palletization and packing should be done in the most cost-effective way to minimize freight costs, while complying with the requirements.
	Each pallet shall be wrapped with a plastic opaque film sufficiently (at least three layers) protecting the cargo from pillage, water and weather conditions. The film shall be at least 25 microns thick and be made of biodegradable or oxo-degradable plastic, as per further below environmental considerations.
	Further, the top, bottom and edges of the pallets must be protected by hard cardboard/ plastic angles. Cardboard flat is to be placed on top of the pallet, including the corner boards. Plywood is also acceptable. Metal or strong plastic strapping band should be applied from side to side at two points and from front to back at two points for a total of four bands. The top and bottom should be covered with thick plastic (from top and bottom 25 cm covering) to protect from rain.
	Both the pallet construction and the packaging units must be strong, able to be stacked to a height of 2 pallets for storage and transport, and avoid unstable palletization or damage of the goods due to excessive height of the pallets.
	Pallets dimensions must be in accordance with airfreight or sea freight loading requirements as applicable in each case during secondary bidding, but should not exceed the height of 150 cm.
	Bidders (Bidders) must use standard-size pallets -such as GMA- suitable for delivery and transport in Honduras. Bidder must propose in its offer the size intended, for validation by UNDP. In case of use of plastic pallets, they must possess the same physical features as the wooden pallets described above. Pallets manufactured from other materials than solid wood or strong plastic are not acceptable.
The pallet has to comply with load-resistance minimum of 2000 kg, if the load is compact and evenly distributed across the whole surface of the pallet.	

	<p>The pallet should be stackable, four-way block pallet (GMA or equivalent), made of high-quality hard wood, sturdy and with tensile strength that can withstand heavy load for a long period. The pallet should also be able to brace several stages of handling i.e. from source to final destination. In addition, the Pallet has to be compatible with common types of handling e.g. Forklift, pallet jack, front loader, etc. The pallets should be designed in such a way that it can easily be loaded and moved on various modes of transport e.g. road, air, sea and in land waters.</p> <p>All wood packaging, including pallets and boxes, utilized in any shipment, must have undergone the treatment, marking and documentation required to meet the specifications described in ISPM Nr 15: Guidelines for Regulating Wood Packaging Material in International Trade, available at www.ippc.int.</p>
<p>Case-Specific requirements for PACKING and PALLETIZATION of Cards:</p>	<p>Distribution of cards: The cards must be delivered packed, labelled and palletised according to the following logic:</p> <p>There are 18 ‘Departamentos’ (similar to provinces), each ‘Departamento’ includes several ‘Municipios’ and each ‘Municipio’ will have a third level of distribution. There will be approximately 1400 points of distribution, overall at this third level -lowest level of packaging and distribution. Therefore, each monthly delivery will be divided in approximately 1400 boxes at the lowest level.</p> <p>Each Pallet will include boxes for only one ‘Departamento’, so all the boxes inside will belong to the ‘Municipios’ of the same ‘Departamento’.</p> <p>Each Box corresponding to one specific ‘Municipio’ will include the next-level boxes: distribution points (one box per distribution point) belonging to the same ‘Municipio’.</p> <p>At the lowest level of boxes (Distribution point boxes) the cards will be organized in the same order as provided in the data base.</p> <p>Detailed breakdown and instructions will be provided to awarded Bidder.</p> <p>Each box of cards is to be taped with duct tape (or other high security tape). Both box and tape must be strong to resist inland distribution and out of the pallets.</p> <p>Environmental requirements:</p> <ol style="list-style-type: none"> The cardboard packaging should consist of min. 80% recycled material. The packaging for the paper/paper consumables should not contain PVC or other chlorinated plastics. The packaging materials should be possible to separate into mono-material parts, and at least 80% of the packaging by weight should consist of materials that are readily recyclable or can be composted (biodegradable). Bidders (Bidders) should provide (if/when requested in the context of actual projects under the ITB) a list of the different packaging materials used for the product, their weight and a declaration by the packaging producer/s where the percentage of recycled content for cardboard in their packaging is specified.

	<p>e. Wherever plastic material is used for wrapping of pallets, biodegradable or oxo-degradable plastic shall be used. Biodegradation testing method shall meet ASTM 6954-04/ASTM D6400, BS 8472, EN 13432, ISO 14855 or equivalent standards. or similar, and the used materials should be degradable at least at 60% within 180 days or less.</p> <p>Any empty space in the boxes must be filled with filling material to avoid instability of boxes/pallets. All packing and boxing shall be done in the most economical and protective way to assure the integrity of the contents until their delivery to the destination, including airfreight and eventual further transport by land.</p> <p>Each shipment will be confirmed in relation to the database shared to print, in electronic manifest showing all cards personalized, and corresponding information on packing/palletization. The list will be sorted in the same order as shared in database. Precise details/content and any additional instructions for the manifest will be provided for each eventual project.</p>
<p>Pallet Labelling:</p>	<p>the pallets must contain 4 visible labels of A4 size affixed on each vertical side of the pallet. The content of the label will include the following (minor changes may happen):</p> <ul style="list-style-type: none"> a. UNDP Purchase Order Number b. Consignee details and destination c. Description of contents: Cards d. Departamento, e. Pallet number/total number of pallets per Departamento f. nr of boxes out of total per Departamento, g. quantity of cards, h. Date/Batch i. Gross weight and cubic measurement <p>Any other details/marks as instructed in Purchase Order</p>
<p>Boxes labelling:</p>	<p>One label must be affixed on each Municipio box and should typically indicate following information (in QR Code and in alphabetical letters):</p> <ul style="list-style-type: none"> a. Order Reference; b. National Authority, Country – Identification Cards c. ‘Departamento’ number and name d. ‘Municipio’ number and name e. Box nr out of total within Municipio f. Date/Batch <p>Precise details and additional instructions for labels will be provided for eventual project.</p>

	<p>Each Distribution-Point box (lowest level of boxing) will also have one label affixed, on the top side, indicating the following information (in QR Code and in alphabetical letters:</p> <ul style="list-style-type: none"> a. Order Reference; b. National Authority, Country – Identification Cards c. 'Departamento' number and name d. 'Municipio' e. Distribution point nr/name f. Nr of cards included g. Date/batch
<p>Delivery schedule</p>	<p>From the moment of placing the PO, Bidder should be ready to personalize cards in maximum 105 calendar days (incl. finalization of card design, Hologram design and production acquiring consumables, pre-personalization of cards (at least first batch), scheduled resources all ready to personalize).</p> <p>Personalization of each batch, after provision of corresponding data (approximately up to 2 million cards each): 35 calendar days DAT Honduras, including manufacturing, personalization, packing, shipping, and delivery to DAT Tegucigalpa, Honduras.</p> <p>Please note, according to clarification Round 4, nr 19 , in case of a Bidder offering to personalize the cards in Honduras, and hence not delivering via international airfreight, only in such case the Incoterm requested to deliver would be DAP Tegucigalpa offloaded (Address to be provided at contract stage), and offer must correspondingly consider this. Bidder shall assume all costs and responsibility associated with this delivery until the destination point. Such use of the alternative incoterm in this case do not require the submission of an alternative offer, simply Bidder must clearly state so in its Bid and provide justification and required details.</p>
<p>Warranty</p>	<p>Cards should be warranted to last 10 years, under normal conditions of use. Bidders to refer to additional relevant clauses in the ITB.</p>

Name of the Bidder: _____

Authorized signature: _____

Name of authorized signatory: _____

Functional Title: _____

Date: _____

Section 6

PRICE BREAKDOWNS AND DELIVERY SCHEDULE FORM

(Provided in editable Excel format separately)

Section 5: Price Schedule Form ITB GP500457 -ID cards for Honduras														
Important Notes to Price Schedule Form:														
(1) Bidders are requested to provide Price and Delivery Schedule form both duly signed/authorised, and in editable/excel format.														
(2) Bidders must provide a Unit item price, breakdown of the unit item prices as per each process/feature specified in the table below and a total price including all features listed for each item, as per Reference Quantity indicated.														
(3) Bidders are requested to provide figures for ALL PRICES with a maximum of 4 DECIMALS.														
(4) In the case of discrepancies:														
o If discrepancies are due to miscalculations of the total price, the unit price will be taken as reference basis in the evaluation, correcting total price accordingly (unit price x quantity).														
o If discrepancies are between the unit price in editable (excel) and signed (pdf) formats, the unit price in a signed (pdf) format will prevail.														
(5) Named place for FCA delivery Incoterms 2010 should be the consolidation point (one consolidation point - international airport).														
(6) This list contains minimum security features based on design/artwork, to be included in the offered cards. Other additional non-proprietary features or methods offered by the bidder may be considered and may be included in Bidders proposed designs at no additional cost. Bidders to explain how any additional feature utilized in their proposed design contributes to the overall security of the card.														
(7) Card designs and security features proposed should include the feature set that is offered at the base price. Optional features that are not included in the Bidder base price should NOT be included in proposed designs and samples.														
Bidder name:														
Currency: USD														
Item 1 - Polycarbonate cards with Laser personalization														
No	Material	Graphical personalization	Unit	Quantity	Blank card	Car pre-personalization (two sides) including: Rainbow, Micro lettering with deliberate error into design, Anti-copy/scan patterns or inks, Guilloche and/or Filigree, IR transparent inks, UV hidden inks, Duplex Security Pattern, lenticular area for later application of TLI/MLI/CLI (6)	Hologram	Laser personalization <small>FRONT: Laser photo, identity number, name, issue date, expiry date, DOB (tactile/surface relief laser engraving), Redundant DOB and photo in lenticular area (TLI/MLI/CLI), signature</small>	Finishing/packing <small>Shrink wrapping, packing into carton boxes, and palletizing as per Section 5</small>	FCA price				
1	Polycarbonate	laser	each	5,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL item 1										\$ -	\$ -			
Freight charges for delivery of batch 1 - Two Million (2,000,000) personalised cards to DAT Tegucigalpa Int'l Airport, Incoterms 2010										\$ -	\$ -			
Freight charges for delivery of batch 2 - Two Million (2,000,000) personalised cards to DAT Tegucigalpa Int'l Airport, Incoterms 2010										\$ -	\$ -			
Freight charges for delivery of batch 3 - One Million five hundred thousand (1,500,000) personalised cards to DAT Tegucigalpa Int'l Airport, Incoterms 2010										\$ -	\$ -			
Total item 1 to DDAT/DAPTegucigalpa international Airport, Incoterms 2010										\$ -	\$ -			
Item 2 - Carrier affixing and secure envelopes with transparent window														
no	material	personalization	unit	quantity	Personalised Carrier with unique identifier visible through the transparent window of the envelope (cards to be inserted before packing and palletizing)			Unit Price FCA	Total Price FCA					
2	Paper	laser/inkejt	each	5,500,000	\$ -	\$ -	\$ -	\$ -	\$ -					
SUB-TOTAL item 2										\$ -	\$ -			
Cards (Item 1) to be shipped individually affixed to the carrier and introduced in its corresponding envelope. This needs to be considered when calculating freight costs for the cards above, not inhere.														
Item 3 - Pre-personalized Cards														
no	material	unit	quantity	Blank card	Car pre-personalization as per item 1	Hologram	Shrink wrapping, packing into carton boxes, and palletizing	Unit Price FCA	Total Price FCA					
1	PC	each	400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
SUB-TOTAL item 3										\$ -	\$ -			
Freight charges for delivery of item 3 - Four hundred Thousand (400,000) pre-personalised cards to DAT Tegucigalpa Int'l Airport, Incoterms 2010										\$ -	\$ -			
Total Item 3 to DAT/DAP Tegucigalpa International Airport, Incoterms 2010										\$ -	\$ -			
Item 3 is to be shipped alongside either Batch 2 or Batch 3 of personalised cards - Bidder to quote for combined shipment														
Item 4 - Technical support as per section 5														
no	unit	quantity	Unit Price	Total Price										
4	day	60	\$ -	\$ -										
SUB-TOTAL item 4				\$ -										

The Prices must be entered directly into eTendering system per each item in the list, furthermore, bidders are requested to fill in the attached excel workbook with all requested prices and relevant breakdowns.

Notes:

- i. UNDP reserves the right to delete or reduce quantities ordered at time of issuing the Purchase Order to meet End-user’s request.
- ii. Bidders are requested to provide figures for UNIT and TOTAL PRICES with a maximum of 2 decimals.
- iii. In the case of discrepancies between unit price and total price, the unit price will be taken as reference basis in the evaluation, correcting total price accordingly [unit price x quantity].

DELIVERY SCHEDULE
(Provided in editable Excel format separately)

Deliveries requested are outlined in the following table. Bidders are requested to specify their offered delivery times in response to times required:

Section 5: Delivery Schedule Form ITB GP500457 -ID cards for Honduras																															
Bidder Name:																															
ID cards																															
Task description	Machineries and labor assigned and corresponding daily capacity (state how many hours/day)	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	Week 27	Week 28	Week 29	Week 30
	Sourcing of materials																														
ID Cards Pre-printing																															
Hologram production																															
ID Cards Personalization Batch 1																															
Packing, Boxing and Palletizing Batch 1																															
Delivery to FCA named place Batch 1																															
Delivery to DAT destination in nr of calendar days Batch 1																															
ID Cards Personalization Batch 2																															
Packing, Boxing and Palletizing Batch 2																															
Delivery to FCA named place Batch 2																															
Delivery to DAT destination in nr of calendar days Batch 2																															
ID Cards Personalization Batch 3																															
Packing, Boxing and Palletizing Batch 3																															
Delivery to FCA named place Batch 3																															
Delivery to DAT destination in nr of calendar days Batch 3																															
DELIVERY	Maximum acceptable delivery times after PO placement/confirmation – for Items DAT Tegucigalpa Int'l Airport (Incoterms 2010)	Bidders statement in calendar days																													
Printing set-up ready and first batch printed ready for personalization	105 calendar days																														
DELIVERY 1: Approx 2 million cards: Personalization and delivery to destination (after data received)	105 + 38 days = 143 days from PO Placement																														
DELIVERY 2: Approx 2 million cards: Personalization and delivery to destination (after data received)	105 + 66 days = 171 days from PO Placement																														
DELIVERY 3: Approx 1.5 million cards: Personalization and delivery to destination (after data received)	105 + 94 days = 199 days from PO Placement																														
Country/s of Origin:																															

NOTE 1: In case of earlier deliveries are possible or higher quantities can be provided within the outlined timelines, Bidders are requested to provide an additional alternative delivery schedule with their improved deliveries and breakdown of associated extra costs related to it.
NOTE 2: Delivery of the 400,000 pre-personalised cards is to arrive with either batch 1 or 2 of personalised cards. In case that no Bidder could meet a certain delivery time, UNDP reserves the right to enquire on alternatives and reassess delivery plan and award strategy. Bidders are requested to inform in detail on the intended sourcing, production and delivery times and plan, especially highlighting any bottleneck during production and delivery. Bidders are requested to provide the weight, volume, number and size of pallets for each consignment in the below table:

NOTE 1: Delivery of the 400,000 pre-personalised cards is to arrive with either batch 1 or 2 of personalised cards

In case that no Bidder could meet a certain delivery time, UNDP reserves the right to enquire on alternatives and reassess delivery plan and award strategy.

Bidders are requested to inform in detail on the intended sourcing, production and delivery times and plan, especially highlighting any bottleneck during production and delivery.

Section 7
BID SUBMISSION FORM

Must be duly completed by the Bidder and returned with the Bid

To:

Dear Sir/Madam,

Having examined the above referenced Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods as described in Section 5 (Supply Requirements) of this **ITB ref. GP500457-1** in conformity with the said bidding documents for the sum of **[total bid amount in words and figures]** as may be ascertained in accordance with the Prices entered in the eTendering system and the attached price and delivery schedule and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with INCOTERMS 2010 and the delivery terms and schedule specified in the Bidding Documents.

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

The undersigned confirms hereby acceptance of the UNDP General Conditions complemented by the Special Conditions, including UNDP payment terms as specified in this ITB.

We understand that you are not bound to accept any Bid you may receive.

Name of the Bidder: _____

Authorized signature: _____

Name of authorized signatory: _____

Functional Title: _____

Date: _____

Section 8 BID SECURITY FORM

To:

Whereas **[name of bidder]** (hereinafter called the “Bidder”) has submitted its bid in response to UNDP ITB ref. **GP500457-1**, bids closing date being **[deadline submission of Bids]**, for the printing and delivery of ID cards to UNDP.

KNOW ALL PEOPLE by these presents that WE **[name of bank]**, having our registered office at **[address of bank]** (hereinafter called “the Bank”), are bound unto UNDP (hereinafter called “the Purchaser”) in the sum of **USD 20,000.00 (twenty thousand US Dollars)** for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common seal of the said Bank thisday of..... **[year]**.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified on the Bid Submission Form: or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of validity of the bid:
 - (a) fails or refuses to execute the Contract Form, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of validity of the bid, and any demand in respect thereof should reach the Bank not later than the above date. Hence, this Bid Security is considered expired from **[INSERT DATE]**.

Nothing in this Bid Security shall be deemed a waiver of any privileges and immunities of the United Nations, including any of its subsidiary organs.

.....
Signature and Seal of the Bank



**Section 9
PERFORMANCE SECURITY FORM**

To:

Guarantee No.:

Currency & Amount:

Date of Expiry:

At the request of *[name and address of Supplier]*, we hereby guarantee you irrevocably for the above maximum amount to secure that they fulfil their obligations to supply [...] in accordance with UNDP/PSU Purchase Order No. *[Purchase Order No]* dated *[date]*, including any installation, training, warranty and other requirements contained therein.

Your claim(s), if any, duly made and presented to us under the guarantee will be honoured on your first demand also stating that *[name of Supplier]* has not fulfilled their above obligations towards you.

Where we have received no such claim by *[date]* at the latest, we stand released from our liability under this guarantee.

We will reduce the guarantee amount by any such amount, as we have had to pay in order to meet your claim(s) duly made and presented under the guarantee.

[Note: PSU does not normally return performance securities on expiry.]

Yours faithfully,

SIGNATURE AND SEAL OF THE GUARANTOR

.....

Date:

Name of Bank:

Address:

.....

.....

Section 10: Joint Venture/Consortium/Association Information Form



Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner / Lead Entity (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture **OR** JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____