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INVITATION TO BID

Procurement of Biometric Citizen Registration kits, software and related services for citizens registration process in Honduras

UNDP PSU ref.: GP500295

Section 1. Letter of Invitation

Dear Bidder,

The Procurement Services Unit (PSU) of the United Nations Development Programme (UNDP) invites you to submit a bid for provision of Biometric Citizen Registration kits, software and related services for citizens registration process in Honduras, as described in this Invitation to Bid. To note, only a limited number of Bidders are invited to this Tender, resulting from the prequalification exercise conducted previously and specific for this case.

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: This Letter of Invitation
- Section 2: Instructions to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: General Conditions of Contract
- Section 5: Supply Requirements and Specifications
- Section 6: Price and Delivery Schedule (should be completed in eTendering system)
- Section 7: Bid Submission Form
- Section 8: Joint Venture/Consortium/Association Information Form
- Section 9: Bid Security Form
- Section 10: Performance Security Form

Deadline for submission of bids is as indicated and updated in the eTendering system. Any updates to such date will be posted directly in eTendering system. Complete Bids must be submitted before deadline. System will not accept any late bids. Bids will be opened as per the instructions in Section 3, Bid Data Sheet.

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.

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 2. Instruction to Bidders

A. GENERAL PROVISIONS

Introduction	<p>1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB</p> <p>1.3 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.</p> <p>1.4 UNDP (the “Purchaser”) reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>1.5 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM.</p>
Fraud & Corruption, Gifts and Hospitality	<p>1.6 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>1.7 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>1.8 In pursuance of this policy, UNDP:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>1.9 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.undp.org/content/dam/undp/documents/procurement/documents/UNDP_supplier_code_of_conduct.pdf</p>
Eligibility	<p>1.10 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any</p>

	<p>sanction or temporary suspension imposed by these organizations.</p> <p>1.11 It is the Bidder’s responsibility to ensure that its employees, joint venture members, sub-contractors, Contractors, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
Conflict of Interests	<p>1.12 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders 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:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by 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; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>1.13 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP’s confirmation on whether or not such conflict exists.</p> <p>1.14 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>1.15 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
Only One Bid	<p>1.16 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>1.17 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> 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 some key personnel proposed to be in the team of one Bidder participates in more than one Bid

	received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
Joint Venture, Consortium or Association	<p>1.18 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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.</p> <p>1.19 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>1.20 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 5 herein in respect of submitting only one Bid.</p> <p>1.21 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>1.22 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>1.23 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>1.24 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
B. PREPARATION OF BIDS	
General Considerations	<p>1.25 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>1.26 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 UNDP accordingly.</p>
Cost of Preparation of Bid	1.27 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
Language	1.28 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.

	<p>1.29 In case any of the documents comprising the Bid is not in the requested language(s) as per BDS as in its original form, translation by the Bidder is requested. Further to it, UNDP reserves the right to thereafter request if needed an official translation by certified translator, at no cost to the Organization.</p>
Documents Comprising the Bid	<p>1.30 The Bid shall comprise of the documents as stipulated in Section 3 – Bid Data Sheet. The main aspects/sections to be documented in the Bid and including forms to be returned as part of the bid are generally explained in following clauses 11, 12, 13 and 14.</p>
Documents on Formal aspects, Eligibility and Qualifications of the Bidder	<p>1.31 The Bidder shall furnish documentary evidences on all formal aspects requested, as well as those proving its status as an eligible and qualified vendor, as stipulated in this ITB. Documentation requested as per Section 3 – Bid Data Sheet. In order to award a contract to a Bidder, its eligibility (including formal aspects) and qualifications must be documented to UNDP’s satisfaction.</p>
Technical Bid Format and Content	<p>1.32 The Bidder is required to submit a Technical Bid using the template provided in Section 5 - Supply Requirements and Specifications, and providing all documentary evidence as requested in BDS and Section 5, if any.</p> <p>1.33 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder’s request and expense, unless otherwise specified.</p> <p>1.34 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
Price Schedule	<p>1.35 The Price Schedule shall be prepared using the template/Form and instructions provided in Section 6 – Price and Delivery Schedule Form - and taking into consideration the requirements in the ITB.</p> <p>1.36 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
Bid Security	<p>1.37 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>1.38 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>1.39 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>1.40 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>1.41 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails:

	<ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
Currencies	<p>1.42 All prices shall be quoted in the currency or currencies indicated in the BDS.</p> <p>1.43 In cases where several currencies would be allowed, as stated in the BDS, for the purposes of comparison of all Bids UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids.</p>
Bid Validity Period	<p>1.44 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>1.45 During the Bid validity period, the Bidder shall maintain its original Bid without any change.</p>
Extension of Bid Validity Period	<p>1.46 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>1.47 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>1.48 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
Clarification of Bid (from the Bidders)	<p>1.49 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing to contact persons for written communication as indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>1.50 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>1.51 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
Amendment of Bids	<p>1.52 At any time prior to the deadline of Bid submission but no later than the time stipulated in the BDS, UNDP may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders through the method specified in the BDS.</p> <p>1.53 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
Alternative Bids	<p>1.54 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>1.55 If multiple/alternative bids are being submitted, they must be clearly marked as "Main</p>

	Bid” and “Alternative Bid”
Pre-Bid Conference	1.56 When appropriate, a pre-bid conference or teleconference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the pre-bid conference will be disseminated on the procurement website and/or shared by email and/or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to ITB.
C. SUBMISSION AND OPENING OF BIDS	
Submission	<p>1.57 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>1.58 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>1.59 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>1.60 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> i. Bear the name of the Bidder; ii. Be addressed to UNDP as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
Submission through eTendering	<p>1.61 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. Please note that documents which are explicitly required to be in original form (i.e. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in Section 3 – Bid Data Sheet.</p> <p>1.62 Supporting documentation to be uploaded in the system must take account of the following:</p> <ol style="list-style-type: none"> 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

	<p>additional software.</p> <p>b) All files must be free of viruses and not corrupted.</p> <p>c) Bidders are encouraged to use zip files up to maximum 40 MB size. In such case, they should not include multiple lower sub-folders or directories.</p> <p>d) 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.</p> <p>e) 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 with the ITB.</p> <p>1.63 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p>
Deadline for Submission of Bids and Late Bids	<p>1.64 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>1.65 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
Withdrawal, Substitution, and Modification of Bids	<p>1.66 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>1.67 Manual (hard copy) submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>1.68 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>1.69 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
Bid Opening	<p>1.70 In the case of hard-copy or email submissions:</p> <p>1.70.1 UNDP will open the Bids in the presence of an ad-hoc committee formed by UNDP of at least two (2) members, and in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in the BDS.</p> <p>1.70.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p>

	<p>1.70.3 UNDP will prepare minutes of the Bid Opening only for internal purposes, no Bid Opening Report is generated for Bidders in this case.</p> <p>1.71 In the case of e-Tendering submission, bidders who have successfully posted a bid in the system will receive an email notification with Bid Opening report including Company name, Country, Currency and total bid price after bidding period has closed.</p>
D. EVALUATION OF BIDS	
Confidentiality	<p>1.72 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>1.73 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
Evaluation of Bids	<p>1.74 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>1.75 Evaluation of Bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if a pre-qualification exercise was not done) <p>a) Evaluation of Technical Bids</p> <p>b) Evaluation of prices and delivery terms/times</p> <p>1.76 Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p> <p>1.77 Evaluation Criteria. Evaluation of the Bids for compliance with all requirements, terms and conditions stipulated in the ITB will be conducted against the following criteria:</p> <ol style="list-style-type: none"> a) Compliance with documentary and procedural requirements, and completeness of the Bids. b) Compliance with eligibility requirements. c) Compliance with qualification requirements. d) Compliance with technical requirements and specifications. e) Compliance with terms and conditions stipulated in the ITB, including UNDP General Conditions of Contract. f) Compliance with delivery timelines stipulated in the ITB. g) Compliance with pricing conditions stipulated in the ITB, and Value for Money.
Preliminary Examination	<p>1.78 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, and conform to all formal and format requirements, including signatures, intelligible order, etc.</p>
Evaluation of Eligibility and Qualification	<p>1.79 Eligibility and Qualification of the Bidder will be evaluated against the minimum eligibility/qualification requirements as stipulated above in this Section 2 (i.e. fraud and corruption; conflict of interest; vendor sanctions or suspension; legal status; joint venture/consortium; only one bid; etc.) and relevant provisions/requirements as stipulated in Section 3 – Bid Data Sheet, and/or other parts of this ITB as applicable.</p>

	<p>1.80 In general terms, vendors that meet the following criteria may be considered eligible and qualified (not necessarily conclusive list):</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
Evaluation of Technical Bid and prices	<p>1.81 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Supply Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
Clarification of Bids	<p>1.82 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>1.83 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p>
Responsiveness of Bid	<p>1.84 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>1.85 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p>
Nonconformities, Repairable Errors and Omissions	<p>1.86 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>1.87 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>1.88 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of

	<p>subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>d) if discrepancies are found between the unit price in editable (excel) file and the signed (pdf) file (both as submitted by Bidder), the unit price in the signed (pdf) document will prevail.</p> <p>1.89 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
Due diligence	<p>1.90 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <p>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</p> <p>b) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business or have been in other kind of relationship with the Bidder;</p> <p>c) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</p> <p>d) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>e) Other means that UNDP may deem appropriate, at any stage within the procurement process.</p>

E. AWARD OF CONTRACT

Right to Accept, Reject, Any or All Bids	<p>1.91 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award contract to the lowest priced offer.</p>
Award Criteria	<p>1.92 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the ITB, and has offered the lowest price.</p>
Debriefing	<p>1.93 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.</p>
Right to Vary Requirements at the Time of Award	<p>1.94 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. Additional requirements and provisions may be further stipulated in BDS.</p>
Contract Signature	<p>1.95 Within three (3) days, unless otherwise stated by UNDP in the specific project, from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which</p>

	event, UNDP may award the Contract to the Second highest rated or call for new Bids.
Contract Type and General Terms and Conditions	1.96 The eventual Contract would be subject to UNDP General Conditions of Contracts (Section 4), thus acceptance hereof is required.
Performance Security	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form provided by UNDP, within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
Bank Guarantee for Advanced Payment	1.97 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
Liquidated Damages	1.98 As per BDS, UNDP shall apply Liquidated Damages for damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its contractual obligations.
Payment Provisions	1.99 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
Vendor Protest	1.100 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html
Other Provisions	<p>1.101 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>1.102 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>1.103 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. 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.

BDS No.	Topic	Specific Instructions / Requirements
	Subject of ITB	Biometric Citizen Registration kits, software and related services for citizens registration process in Honduras
	Contact persons for written communication	
	Pre-Bid Meeting	<p>Teleconference Meetings</p> <p>I. Date: 03rd December 2019 Time: 12:00 (Copenhagen Time)</p> <p>II. Date: 11th December 2019 Time: 15:00 (Copenhagen Time)</p> <p>Please follow the following instructions: Click on this link to the conference: LINK to be provided 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.</p>
	Amendments to Solicitation Documents	Amendments to ITB may be issued latest 5 working days prior to the Deadline for Submission of Bids. Amendment and other supplementary information will be posted in online eTendering system.
	Deadline for submitting requests for clarifications/ questions	7 working days before the submission deadline
	Manner of disseminating of responses/clarifications to queries	The responses, including an explanation of the query but without identifying the source of inquiry, will be posted online in eTendering system.
	Language of the Bid	English language for the entire bid, including documentation and descriptions/information provided.
	Partial Bids	Partial bids will not be accepted. Bidders are requested to provide Bids addressing ALL items, as invited to bid, in order to be considered.
	Alternative Bids	A Bidder may submit an alternative Bid additionally, only if it has also submitted a bid responding to the requirements as formulated in this ITB (Primary Bid). The

		<p>Purchaser shall only consider the alternative bids offered by the Bidder whose primary bid is selected for award.</p> <p>If any alternative bids are submitted, bidder must upload in Etendering all documentation related to the alternative bid as attachment to the bid, including:</p> <ul style="list-style-type: none"> - Bid Submission Form: Section 7 template and marked as alternative offer in the header of the document; - Price Schedule for alternative offer: Bidder must replicate Section 6 from this ITB document into an excel format and complete accordingly; - Technical offer: Section 5 and marked as alternative offer in the header of the document; - Product datasheets, technical documentation, and other documents as relevant. <p>All attachments must be zipped into one file named clearly as alternative offer.</p>
Bid Currencies		United States Dollars (USD) only
Submission of Bids		<p>Bids are solicited and allowed to be submitted only through UNDP online eTendering system.</p> <p>Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p>
Documents Required Comprising the Bid and Qualification Requirements		<p>THE FOLLOWING SHALL BE INCLUDED IN THE BID SUBMISSION AND WILL COMPRISE THE BID (the below documentation is to be uploaded in eTendering system and if any sent via courier as requested, samples to be as per below instructions, and 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 ensure appropriate and self-explanatory file names, organized structure and clear content which is to correspond to the structure of the ITB requirements and the required content of the bid. Further details provided in Section Instructions to Bidders.</p> <p>A) ELIGIBILITY</p> <p>A.i. Confirmation (to be provided as response to Bid Factor in eTendering system): regarding compliance with requirements outlined in Section 2 of this ITB, including:</p> <ul style="list-style-type: none"> a. Inexistence of any conflict of interests, giving full consideration to aspects outlined in Section 2 – Clause “Conflict of Interests”. b. Disclosure of existence or inexistence of Organizational relationships as per any of the situations included in Section 2 – Clause “Only One Bid”. c. Acceptance of UNDP General Conditions of Contract. <p>B) COMMERCIAL</p> <p>B.i. Written power of attorney, authorizing the signatory of the bid to commit the Bidder.</p>

- B.ii. **Bid submission form:** Fully completed and duly signed by authorized representative of the Bidder (Section 7).
- B.iii. **Price and Delivery schedule form:** completed in eTendering system section (line items).
- B.iv. **Bid validity:** to be confirmed directly in eTendering system (to be provided as response to Bid Factor in eTendering system)
- B.v. **Bid security:** Fully completed and duly authorized (Section 9).
- B.vi. **Warranty statement** (to be provided as response to Bid Factor in eTendering system): Bidders to confirm compliance and acceptance of warranty conditions as stated in Sections 4 – General Conditions, Section 3 – Bid Data Sheet of this ITB respectively, and Section 5 – Specifications (if any deviation to be considered Bidders should state so in Section 5).
- B.vii. **Declaration of confidentiality and non-disclosure** (to be provided as response to Bid Factor in eTendering system): regarding information or artworks provided under this process and/or in case of an eventual Contract/PO signed between UNDP and the successful Bidder.

C) TECHNICAL

- C.i. **Technical description of items:** Full details including technical & performance characteristics, exact model and/or features of all the items offered, including country(s) of origin, responding to requirements should be included in the **“Description of items offered and Bidders’ statement on deviations”** column in Section 5’s table.
- C.ii. **Bidder’s statement regarding deviations/non-compliance** - Any departure from the provisions of the specification shall be clearly disclosed in the **“Description of items offered and Bidders’ statement on deviations”** column in Section 5’s table. In case of no deviations, for clarity please state ‘no deviations’.
- C.iii. **Descriptive literature:** Bidders shall provide full technical details of all items offered, as relevant including graphical design, pictures, technical sheets, brochures showing details of the commodities, equipment and components offered. Specific details/models of items offered should be clearly stated as standard technical sheets or catalogues may offer different options.
- C.iv. **Dangerous Goods:** Bidders shall identify if any of the items are classified as **“dangerous”** for transportation and provide UN number, class, packing group, as relevant, and conditions/restrictions to be considered for freight and storage. (Bidders to respond to corresponding Bid Factor)
- C.v. **Statement on availability of import/export licenses** to the destination country (Bidders to respond to corresponding Bid Factor)
- C.vi. **Statement/certification on availability of spare parts:** Bidder shall certify as response to the Bid Factors, the availability of spare parts for the hardware as offered and supplied under eventual Contract, if awarded, for a period of

at least five (5) years from date of delivery, or as otherwise specified in this ITB.

D) SUPPLIER QUALIFICATION: Bidders shall furnish the following information with its bid, proving compliance with the required Qualifications. Bidders are requested to please provide such information again as part of the Bid despite some of the below may have been already included in previous pre-qualification exercise:

D.i. **Bidder information:** Bidders to provide information requested in corresponding Bid Factor in eTendering system.

D.ii. **Document detailing major Subcontractor/s or Partner/s, including corresponding Agreement document amongst partners** (Supply/Partnership Agreement), stating roles and responsibilities of all major parties working together with the Bidder under an eventual PO/Contract, if awarded. This requirement would apply also to eventual local services partner that the Bidder proposes in the bid.

In case of **Consortium or Joint Venture**, Bidder must provide the corresponding legal signed agreement specifying also the responsibilities of each party and who is the main (prime) Bidder with whom the eventual PO/Contract will be signed. It is the main bidder who should sign the bid document and submit the bid through the eTendering system.

Please refer to Section 8, **Joint Venture/ Consortium/ Association Information Form**. Bidders must ensure that all information requested in such form is included within responses to points D.i and D.ii.

For any major partner/subcontractor as per above, corresponding certificates of legal establishment of the Subcontractors/ Partners is required.

D.iii. **Authorization to represent manufacturer/developer:** If the Bidder is not the manufacturer of any of the offered goods/services, then a manufacturer authorization to represent the manufacturer should be included.

D.iv. **Details (CVs and structure) of personnel and technical staff dedicated to this Project/Contract**, including Project Managers, software developers and technical assistance team to perform requested services in the country, proving sufficient qualifications to implement requested deliverables under eventual Contract.

1. The Supplier's project manager relevant certifications (e.g. PMP or Prince2). Alternatively, the Supplier must demonstrate that their selected project manager has a long track record of successful delivery in the industry (IT or as applicable) in public or private sectors.
2. The Supplier's software lead developer must possess relevant seniority, at minimum Master/Bachelor's Degree in the field of Computer Science; min. 5 years of experience in software development; 3+ years of professional experience leading a team to develop similar systems; etc.
3. The Supplier's Tester
4. The Supplier's Technical Documentation and Quality Assurance Developer

D.v. **Details of supply capacity and plan:** The bidder must demonstrate sufficient capability to produce and deliver with guarantees the quantity of

		<p>items/deliverables requested (incl. all software development), within the timelines specified, and without incurring into any major risks.</p> <p>In this sense, the Bidder is requested to present a detailed and comprehensive Project Plan for successful and timely implementation of eventual Contract, if awarded, including the following:</p> <ul style="list-style-type: none"> i. Production plan with daily production rate planned for hardware and commodities offered. ii. Workplan on software development activity, resources and capacities. iii. Chronogram detailing time allocated for main stages of the project/eventual Contract, including purchase of components to sub-suppliers, production, consolidation, assembly, software development, quality verification/testing, packing, transport, local technical service, training, etc. <p>D.vi. Short description of premises where Bidder will conduct the consolidation and integration of items as relevant</p> <p>D.vii. Details on transportation/freight arrangements and plan, in terms of timelines, quality, freight forwarders, carriers, exact routes used, transportation means, type of air freight transport (passenger, cargo or charter), confirmation on Insurance Class, to deliver to the site, and risk mitigation measures to avoid delays and ensure overall freight set-up to be solid and reliable. (Bidders to respond to corresponding Bid Factor).</p> <p>With information and documentation on the above points, the Bidder must demonstrate proper resources and expertise to tackle all areas involved in this project.</p> <p>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.</p> <p>All submittals shall bear seal/marketing/signature of Bidder and UNDP/PSU may request additional supporting documentation.</p>
Deviations		<p>Minor deviations from the requested specifications and requirements as indicated in Section 5 Supply Requirements may be considered. Any deviation must be disclosed in writing.</p>
Period of Validity of Bids		<p>90 days from the deadline for submission of the bids.</p>

<p>Bid Security</p>	<p>A Bid Security in the amount of USD 15,000 shall be submitted with the bid (see Section 10).</p> <p>UNDP/PSU does not normally return the bid security originals on expiry.</p> <p>A scanned copy must be uploaded in eTendering system and original must arrive via courier or hand delivery within bidding deadline to:</p> <p style="text-align: center;">United Nations Development Programme Procurement Services Unit 4th floor, Marmorvej 51 2100 Copenhagen, Denmark</p> <p>The envelope containing the bid security original must include the following marking:</p> <p>“ATTENTION: UNDP PSU BID Security – ITB Ref. GP500295 FROM: [Name of Company] 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><u>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.</u></p> <p>Please be advised to avoid posting your bid too close to the deadline. If you face challenges with the system at the last moment, there will be no possibility for technical support.</p>
<p>Opening of Bids</p>	<p>The Bid Opening will be conducted through the eTendering system, after the deadline for receiving bids (Bid Close). The corresponding Bid Opening Report will be sent directly to Bidders who have successfully posted a bid.</p>
<p>Delivery terms and time</p>	<p>Bidders must quote delivery of goods (packed and palletized) according to:</p> <p>DAT (offloaded) Tegucigalpa Intl. Airport, Honduras, Incoterms 2010</p> <p>Unless otherwise stated in this ITB, only one consolidated FCA point may be offered. Country of origin must be stated.</p> <p>The maximum acceptable delivery times are:</p> <p>Phase 1, training kits (100 kits): DAT: 60 calendar days from the date of PO placement</p> <p>Phase 2, operational kits (1300 kits): DAT: 90 calendar days from the date of PO placement</p> <p>Note: Phase 2 delivery above is acceptable to be split into two deliveries if possible to ship a relevant quantity significantly earlier than deadline. In general, Bidders are</p>

	<p>requested to submit to the best of their capacities a delivery plan advancing deliveries of kits, both for Phase 1 and also Phase 2, as possible.</p> <p>Note II: since there will not be time in this case to conduct an Site Validation Test as part of the Evaluation of Bids, UNDP will conduct quality test on prototypes only from the Bidder selected for award. Therefore, Bidders are requested to inform when would be the earliest possible date where the bidder could provide 2 working prototypes of the BCR Kits to DAT offloaded Tegucigalpa intl. airport (Incoterms 2010), after notice of intention to award contract.</p>
Mode of delivery	Airfreight to Tegucigalpa, Honduras (Bidders to state details as requested).
Bid Evaluation	<p>Further to the provisions outlined in Section 2, D (Evaluation of Bids): In this ITB, all offers and prices will be evaluated on basis of landed price DAT Tegucigalpa, Honduras, Incoterms 2010.</p> <p>UNDP seeks the lowest priced, technically compliant and fully responsive offer.</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 setup, awarded supplier may be required to cover additional freight costs should actual Weight/Volume exceed the initial bid statement.</p>
Site Validation Test (SVT)	<p>Please note due to time constraints, Site Validation Test will not be conducted for this case. Instead, selected bidder is requested to provide two working prototypes, as follows:</p> <p>The selected bidder for contract award will be called to provide two fully working prototypes of the BCR Kits, including all integrated components, SDKs and Proof of Concept software prior to delivery of the first batch of training BCR Kits. Bidders are requested to provide, as stated in the eTendering bid factors, the earliest possible delivery time of these two working prototypes to DAT Offloaded Tegucigalpa Intl. Airport (Incoterms 2010).</p> <p>These prototypes should respond to technical details required in Section 5 Supply Requirements. Software should respond to the request in functional terms, making it possible to integrate and/or further develop software, ensuring that all kit components function adequately together.</p>
Contract Award	UNDP shall award Purchase Orders to the lowest priced, technically compliant, eligible, qualified and fully responsive bidder.
Purchaser's Right to Vary Requirement	The quantities in the Price Schedule are estimates and the final total quantity may vary up to ±25% from those indicated in Section 6 – Price and Delivery Schedule Form.

		In particular, it is envisaged that more consumables may be ordered, subject to availability of additional funding. Bidders must accept to provide additional quantities at same or lower unit prices for consumables.
	Expected date for commencement of Contract	15 January 2019
	Acceptance of Purchase Order	Acceptance of any resulting Purchase Orders by Supplier through signing and returning an acknowledgement copy to UNDP shall effect a contract between the Supplier and UNDP (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 UNDP 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, technical services and warranty obligations. To that purpose, a certificate of satisfactory installation, commissioning, training, etc. 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> <p>Please refer to Section 10 of the ITB for the Performance Security template.</p>
	Liquidated Damages for not meeting delivery	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 Purchase Order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the price of the complete consignment or service (Consignments and Services as specified in Price Schedule) 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 Obligations	Warranty conditions are as per the minimum requirements as stipulated in UNDP General Conditions. The Supplier (Contractor) is responsible to correct and/or replace any non-conforming or defective goods/products supplied to the country of use at its own cost, including freight to country of use.

	UNDP PSU reserves the right to specify additional warranty requirements and provisions, as per Section 5 – Supply Requirements and Specifications.
Goods and Services Defined	<p>Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, intermediate products and products which the Supplier is required to supply under the Purchase Order.</p> <p>Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the Purchase Order.</p>
Inspections and Testing	<p>UNDP reserves the right under an eventual Purchase Order to conduct physical inspection of the Contractor’s plant, factory, branches or sub-suppliers’ / partner’ sites.</p> <p>UNDP PSU reserves the right under an eventual Purchase Order, and for each delivery, to conduct pre-shipment inspection and testing of goods, production samples, and/or inspection of goods upon arrival to final destination.</p> <p>The Contractor may also be requested to provide a test certificate or/and also a guarantee/warranty certificate that the goods conform to written specifications.</p> <p>The Contractor shall facilitate and collaborate with such inspections and testing if it would eventually be conducted.</p>
Fire and Extended Coverage Insurance	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.
Trade Terms	Whenever an INCOTERM is used in this ITB and subsequent Purchase Order it shall be interpreted in accordance with the INCOTERMS 2010.
Company Marks and Name	The Supplier and sub-suppliers will not place any kind of own trademarks, logos, company name or emblems, on any parts of the materials/goods/packages to be provided under the Contract, unless specifically allowed in written by UNDP’s contract main focal point or approver.
Payment	<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 the Purchase Order.</p> <p>Payment will be effected by bank transfer in the currency of the contract.</p>
	Company Information:	<p>Bidders not registered in the United Nations Global Marketplace (database of suppliers) are encouraged to do so. For information on registration procedures, please www.ungm.org.</p>

Section 4. General Conditions of Contract 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 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.

Within 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.

3.7 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 a ttempt 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 purpose 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 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 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 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.

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.

8.3 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.

8.4 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:

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

8.4.2 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*,

8.4.3 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 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 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 if 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.

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 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 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 5: Supply Requirements and Specifications

Scope of requirements and specifications are provided in a separate document.

Section 6: Price and Delivery Schedule

NOTE! Price and Delivery schedule form provided in separate Excel file for indication and reference purposes only. **Bid prices are to be provided through eTendering system.**

Important Notes on the Price Schedule Form:

- (1) Bidders are requested to provide fully completed Price and Delivery Schedule form both duly signed/authorised, and in editable/excel format. Supplementary information shall be attached according to the requirements herein.
- (2) Bidders are requested to provide figures for ALL PRICES with a maximum of 2 DECIMALS.
- (3) 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.

Section 7: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	
ITB reference:	[Insert ITB ref. number]		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

1. is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
2. have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
3. have no conflict of interest in accordance with Instruction to Bidders Clause 4;
4. do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
5. have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
6. undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including fully abiding to the UNDP General Conditions of Contract, and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Section 8: 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 <i>(address, telephone numbers, fax numbers, e-mail address)</i>	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 (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: _____

Section 9: Bid Security Form

**Bid Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated *Click here to enter a date.* to execute goods and/or services [Insert Title of Goods and/or Services] (hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security if the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bids;
- c) Fails to comply with UNDP's variation of requirement, as per ITB instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

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 GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

Section 10: Performance Security Form

To: UNDP Procurement Services Unit
UN City, Marmorvej 51
DK-2100 Copenhagen
Denmark

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 Biometric Voter Registration Kits including software and consumables for card printing in accordance with UNDP/PSU Purchase Order No. **XXXXXX** 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.

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.

Where we have received no such claim by *date of expiry above* at the latest, we stand released from our liability under this guarantee. After such date, this guarantee is considered null and void. **UNDP PSU is not obliged to return performance securities on expiry.**

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

Yours faithfully,

SIGNATURE AND SEAL OF THE GUARANTOR

.....

Date:

Name of Bank:

Address:

.....



Section 5

SUPPLY REQUIREMENTS and SPECIFICATIONS

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5.1 GENERAL DESCRIPTION

The intended solution should enable RNP to implement an integrated citizen registration solution that will capture a passport-size photo, fingerprints and production of credible citizens' rolls. The solution will consist of the kit hardware needed for the biometric citizen registration (BCR) , with a software proof of concept.

The citizen registration methodology is based on a multi-tiered data collect and consolidation strategy that enables the collection of citizen data and biometrics at the polling/registration center level and consolidates this data at the RNP HQ datacenter for protection, integration, and verification purposes.

The biometric citizen registration (BCR) kits will be utilized by registration officers to undertake new registrations during the citizen registration period to be initiated in 2019. The kits will specifically facilitate:

- i. Capturing and storage of new citizen registration text data within the legal and regulatory framework and among other those data required for applicants to comply with in order to be registered:
 - a. Be a Country citizen,
 - b. Be of eligible age and above (or to have been born on or before a specified cut-off date) and
- ii. Capture and storage of unique registration number for each registered citizen using, when possible, an automated process (ID scanner).
- iii. Capture and storage of biometric images (facial portrait and finger prints) at high resolution and high quality and industry-standard formats.
- iv. Extraction of biometric features (templates, minutiae) from captured images.



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The kit will be powered either from main supply, batteries and/or solar panel, and all components in the kit to be powered from the internal laptop computer high-capacity battery, and if required the BCRK power-bank (peripheral components of the kit are connected to the laptop via USB ports).

The registration process will be linked from an operational perspective to different technical components to add security checks at different steps of the registration.

Through the fulfilment of the above objectives, the RNP will maintain an accurate and up-to-date register of citizens to be utilized in the 2021 elections and that will form the basis for a sustainable citizen register for all subsequent elections. The register will be also used for a continuous citizen registration process at the District Level.

5.2 SCOPE OF SUPPLY

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

1. **Biometric Registration kits** made of the hardware components as defined in Section 5.
2. **Biometric citizen registration software proof of concept** – including required SDKs and drivers, and providing basic features as defined further below in this Section 5. The selected bidder's responsibility is only to demonstrate through a basic software prototype at the time of delivery that the hardware components are functional and can be integrated. To clarify, the development of the software itself for actual use in operations/production, and support to such software during operations, will be undertaken by the RNP and is outside the scope of this bid.
3. **Datacenter components**, including rack, servers, switches, and other parts for a self-contained, turnkey solution.
4. **Technical assistance and warranty** for the hardware for a period of twelve (12) months through a local technical center in Tegucigalpa, under the responsibility of the Supplier. The commencement date of the twelve-month period is expected from the initiation of the citizen registration operation. Supplier's Warranty (or extended manufacturer's warranty) is requested to continue for the equipment for a period of 1 year, after conclusion of the twelve (12) months of technical assistance.
5. **Training** including training material and sessions in Spanish to the RNP IT department, the RNP Operations Department/Unit, the RNP training unit and RNP master trainers. The training will be of a minimum 5 days duration, and to be provided in Tegucigalpa to approximately 50 RNP technicians and refer to kit hardware, maintenance and repairs.



5.3 TECHNICAL SPECIFICATIONS

All items offered must be described in the column reserved for such purpose in the below table, responding to each of the line specifications described for each item. For each specification line of each item, bidders must -in addition to their description of the product/service offered- highlight clearly if it's offer involves any deviation from the requested specifications, otherwise the wording « No deviations » must be stated.

5.3.1 General requirements and notes on scope	Description and minimum/mandatory specifications	Description of items offered, and Bidders' statement on deviations.
	<ul style="list-style-type: none">i. The Biometric Citizen Registration (BCR) kit consists of the items that should be housed in lockable, compact, water- and shock-proof casing/s and photobooth, solar panel and consumables in the separate ergonomic backpack.ii. The kit should include sufficient laptop battery capacity to deliver minimum 10 hours operation without charge (including all components running as per intended operations).iii. The Biometric Citizen Registration kits must be able to be powered using main power, which will be the power supply where possible, batteries and the solar panel kit.iv. The BCR kit (suitcase and backpack) with all its components should be portable and easy to move around.v. Electrical and Environmental standards and minimum requirements:<ul style="list-style-type: none">a. All equipment delivered shall adhere and operate on standard Country electrical power, configured to utilize 100-250 VAC, 50-60 Hz power, power sockets A- 2 pin plug.b. All equipment (including but not limited to computer, fingerprint scanner, webcam, signature pad, light source, thermal printer, batteries	



	<p>and solar power system) must be able to operate in field conditions in Country, especially considering dusty, humid environments at temperatures ranging from 2°C to 45°C, humidity between 10% and 85% non-condensing, 0 – 40g of dust per cubic meter.</p> <ul style="list-style-type: none"> c. Basic provision for power surge and lightning protection when on main supply must be provided. A standard surge-protected extension lead or surge-protected plug (with indicator light to indicate surge protection is active) will suffice. d. All connections from kit components to power supply, and between components, shall be ready to operate only by plugging the registration kit to the power supply. e. All necessary cables, adaptors and connections must be included and clearly marked in a manner that facilitates rapid and accurate assembly. Such markings will not come off during normal use. vi. All equipment and components must be of good quality, easy to use and set up. vii. Supplier must provide accurate serial numbers for major components. Serial numbers must be provided in electronic format (MS Excel or MS Access). viii. Language - All information technologies must provide support for the Spanish language. All equipment markings and user manual must be in Spanish with electronic copy. ix. Note that Thermal printer and consumables are included in the kit, and offers are requested to include them. x. Documentation and user manual of each component must be in Spanish (both hard copy & electronic copy). 	
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5.3.2 Suitcase Items	Description and minimum/mandatory specifications	Description of items offered, <u>and</u> Bidders' statement on deviations.
<p>Item 1. Laptop Computer</p>	<p>Power-efficient computer with the following minimum specifications:</p> <ol style="list-style-type: none"> 1. Ultra Low Power Central Processor (minimum Intel Core i5 or equivalent) – 2.2 GHz; 2. 3 MB cache; 3. RAM – 8 GB; 4. Minimum storage space 1Tb SSD hard drive; 5. Sufficient USB 3.1 ports for all USB based kit components to be connected simultaneously; 6. Screen size and resolution – 14" display, minimum 1024 x 768 resolution – SVGA; 7. Keyboard – QWERTY distribution, Spanish language (Honduras); 8. Integrated Touchpad; 9. Network Interface Card - Ethernet LAN Port 10/100/1000 – must be capable of being powered down at BIOS or OS level to optimize kit battery life; 10. Wireless Network Interface – IEEE 802.1g – must be capable of being powered down at BIOS or OS level to optimize kit battery life; 11. TPM 2.0 support; 12. Integrated microphone 13. OS – operating system Genuine Windows® 10 Professional Edition or superior, latest version preferred, fully patched – pre-Installed; 14. System Restore Media (1 USB unit per each computer/kit) – System image with OS, Device drivers and citizen registration / biometric applications. Image able to be used from USB; 	



	<p>15. Rechargeable Internal high-capacity Battery, with minimum capacity of 7.8 Ah – Battery must be originals and of the same brand as the laptop provided</p> <p>16. All laptops provided must have an antivirus system pre-installed and licensed as necessary for at least 12 months since delivery of the kits to Tegucigalpa. Bidders should also make available virus database updates during these 12 months. Kit laptops are expected to have their virus database updated when they are sent to Tegucigalpa for repair or re-deployment, therefore the database updates must be available from bidders in a Tegucigalpa based server (at the RNP premises). Bidders must provide details of their antivirus system offered,</p> <p>17. Antivirus software and updates should be provided in external media (cd, USB, or external HDD)</p>	
<p>Item 2. Power banks and power controller</p>	<p><u>Power banks:</u></p> <ul style="list-style-type: none"> • Two (2) high-capacity (extended life) Li-ion power banks of min 30Ah each, to power the laptop and all peripherals. • Power bank should be a standard device widely available on the market and should not include special customizations for connection to the kit. Offered power bank should contain commonly used interfaces, e.g. USB 3.1, USB Type-C or another widely available standard for power input/output. Kit should not have limitations to use other different brands/capacity power banks for recharge. • The laptop internal battery plus two power banks together, must provide a minimum of 16 hours of kit autonomy with all peripherals connected at a rate of registering 10 persons per hour approximately. All peripherals connectivity to be through USB hub, or to the laptop USB ports, connecting also to the power bank; • Supplier must provide calculations of kit consumption in normal operation (laptop and peripherals) and justification by which the batteries of the selected capacity will meet the requirement. 	



	<p><u>Power controller:</u></p> <ul style="list-style-type: none"> • Off-the-shelf (available on the market) power controller with automatic fuse allowing to recharge the power banks from Solar Panels and Main supply. In case off-the-shelf product is not available, supplier is required to transfer/provide all technical details/drawings about the customized device to UNDP/End-user, so it can be reproduced by another qualified supplier in future. • Controller should be portable, fitting safely into kit case, must be housed in its own enclosure, which involves to be extractable from the BCRK. Housing should provide all connectors/plugs as required in an optimized and durable manner. • Indicators: <ul style="list-style-type: none"> i. Charging state and battery level indicators should provide information about the state of the whole power setup ii. Voltage indicators • Relevant connectors should be included to provide full compatibility/connectivity with the BCRK. Cables and battery charger as necessary to power the kit from mains supply or generator. <100W AC Power 110-250V with Honduras type plug; in addition to charging from solar panels as per below requirements. 	
<p>Item 3. Webcam</p>	<p>Webcam must be adequately attached to the kit for stable and comfortable operation and with the following specifications:</p> <ol style="list-style-type: none"> 1. Webcam able to be adjustable (height/pan/tilt) to take picture of the registrant in any direction in a stable manner, especially for registrant sitting in front and in diagonal from the position of the person operating the registration kit. 2. Webcam should provide at least 2 MegaPixels True Resolution (Hardware resolution) for still picture mode. Webcams offered must provide a high quality 	



	<p>image with minimum inter-eye distance of 50 pixels, and be able to provide a minimum image size of 640 x 480 pixels.</p> <ol style="list-style-type: none"> 3. Webcam should be of sufficient optical quality and sensitivity to operate in a variety of ambient lighting conditions. 4. Capabilities: Still image capture, Low light image enhancement. 5. Webcam and supplied drivers/software must ensure that there is no saturation on the facial image, that the face is in focus from nose to ears and chin to crown, that there are sufficient pixel dimensions (including inter-eye distance) and intensity variation across captured images. 6. Suitable to take ICAO (9303) compliant ID Photos of people with diverse skin tones. Webcam must allow that images captured are compatible with RNP 19794-5:2005, Type Full Frontal (or better) and be stored in ANSI INCITS 398 or CBEFF format. 7. USB 3.1 powered and data interface 8. Others: Necessary accessories, cables, Driver & SDK CD, Connectors (if any). 	
<p>Item 4. Light source for picture capturing</p>	<ol style="list-style-type: none"> 1. The kit should include a uniform lighting of the applicant's face through LED light source for optimal picture capture, powered by USB. 2. Light source must be mounted/attached to the kit in order to ensure adequate provision of light for the intended operation of photo capture, adjustable in height/direction, if needed. 3. Mounting of the light source must provide that it can be easily replaced without use or minimal use of tools, in case needed. 4. Such light source will be activated automatically for photo captures, in order to optimise kit battery life. 5. The light source must provide an effective light supply to take adequate photo of registrant (seating up to 1.5 meters away from the light source) when 	

	<p>environmental light conditions are poor. Minimum light source should provide 600 lux at 1 meter distance. Source light to include diffuser for optimal light result.</p>	
<p>Item 5. Fingerprint Scanner</p>	<ol style="list-style-type: none"> 1. A four-finger scanning device with corresponding software/drivers able to allow consecutive capturing of registrants' fingerprints, four fingers at a time. 2. Models of reference: MTop Slim v2, Integrated Biometrics Five 0 or equivalent slim 4 fingerprint scanner. 3. Optical Fingerprint Sensor Technology. 4. The fingerprint scanning device and its accompanying software shall have the following minimum specifications: <ol style="list-style-type: none"> I. Integrated biometric data in accordance with the ANSI/NIST standard, EBTS Appendix F (FBI) certification compliant. II. Minimum 500 dpi resolution. III. Fingerprint images must be storable in a 500-ppi 8-bit grey scale images lossless PNG. IV. Images should be no smaller than 320 x 320 pixels in size. V. Fingerprints capture area at least 3.2 x 3.0 inches . It is important to produce exactly the fingerprint image with requested format and resolution. VI. The scanner sensor and software/SDK included shall allow to capture optimal fingerprint images in digital format even of damaged or dry fingertips, of appropriate quality to perform biometric duplicate analysis based on them. VII. Water (splash) and dust protected with ruggedized case. VIII. OS supported: Windows 10. IX. The scanner must be provided with its SDK and full documentation for the development of other applications within the kit, independent from 	



	<p>the development technology used (such as .Net, Java or Javascript ecosystems).</p>	
<p>Item 6. Document scanner</p>	<ul style="list-style-type: none"> • Interface: USB or USB-C with windows 10 compliant drivers • Minimum Optical Resolution: 1200 X 1600 pixels • Maximum Scan Area: Letter 8.5" by 11" (215.9mm by 279.4mm) such as Birth Certificate • Minimum Scan Area: ID1 size such as Driver’s License • Scanning Options: Reflective • Must be able to work in severely dusty conditions (no moving parts) • Must be able to work in zero ambient light (so to incorporate its own light source as needed) • Must be able to cater for documents with a diverse thickness such as Letter paper, passports, and driver’s licenses. <p><i>Note: the scanner may be a simple pole-fixed camera-based solution with a platter marked with guides, positioning documents at the right distance from the scanner’s camera for the capture of quality copies of documents.</i></p>	
<p>Item 7. Signature pad</p>	<ul style="list-style-type: none"> • Interfaces: USB • Plug and Play: drivers for Windows 10 Pro • Physical: Diagonal: minimum 4” (10,5 cm) • Display: Monochrome or color • Min resolution: 320 x 160 pixels • Max pixel size: 0,275 mm • Min display area: 95 mm x 47 mm 	



	<ul style="list-style-type: none"> • Touch sensitive screen: Active • Min signing area: 95 x 47 mm • Linearity: +/- 1,5 % in x, y and z directions • Digitization: 1024 pressure levels • External sampling rate: 500 samples per second, 4 axes (x, y, time and pressure) • Internal sampling rate: 6000 samples per second • Resolution: 1040 dpi not interpolated • SDK: Screen configuration and customization (logos, images, buttons) Definition of signature area Signature capture in various formats RSA-signing functionality in the pad. SDK and full documentation for the development of other applications within the kit, independent from the development technology used (such as .Net, Java or Javascript ecosystems). 	
<p>Item 8. Laptop GPS Receiver</p>	<ul style="list-style-type: none"> • GPS receiver connected with laptop. • GPS receiver should be integrated into the kit in hidden manner (not visible for the operator and registrant), however, it should be possible to access the device when required. • ■ GPS should be connected to the kit's power system for recharge. 	
<p>Item 9. Thermal printer</p>	<ul style="list-style-type: none"> • Direct thermal (DT) label printer, B/W • Interface: USB with Windows 10 Pro compliant drivers • Resolution (B&W): 203 dpi x 203 dpi (8 dots per mm) • Barcodes that can be printed, at least: PDF417, Data Matrix, and QR Code • Media Size: printer able to print at least receipts of 80 mm width with programmable length. 	



	<ul style="list-style-type: none"> • Auto cutter functionality • Prints pre-sized, easy peel, round corned labels as well • Resource print head: 100 km • Incl. own battery Li-ion, providing minimum autonomy of 6 hours operation, considering 30 receipts printed per hour. • Can print for a minimum life of a receipts of three months. 	
<p>Item 10. USB storage device</p>	<ol style="list-style-type: none"> 1. Secure external USB 3.1 storage device (flash drives) – minimum 32 GB each. 2. Three (3) USB devices per kit must be provided. Each USB device must be labelled with the unique ID number of the kit, and the order number of the device (from 1 to 3). 3. Fully Compatible with kits OS. 	
<p>Item 11. Registration kit manuals</p>	<ol style="list-style-type: none"> 1. Each kit must be provided with manuals complying with the following specifications: <ol style="list-style-type: none"> a) Operating manuals in Spanish (Honduras). b) Manuals must describe and illustrate the normal operation of all hardware components. c) A troubleshooting section must also be included in the manual with a quick visual description of and an explanation of how to resolve routine problems, including power supply problems. d) Each kit should include a “Getting Started” Instruction Sheet on set up, use and integration of the system. e) Each kit must contain one set of manuals as described above in hard copy. f) Additionally, one soft copy in total must be provided for the RNP to produce additional copies if necessary. 	



<p>Item 12. Case for BCRK</p>	<ol style="list-style-type: none"> 1. Pelican type or similar, must be rugged, water resistant, dustproof and shock proof, built entirely with non-corrosive materials. <ol style="list-style-type: none"> a. Performance requested in line with IP Standards 64 (Solid and liquid ingress protection – medium). b. The case should be sturdy to prevent its breakage and protect all its contents from any damage even if dropped from 1.5 meter height onto a solid surface (e.g. tarmac or concrete floor) c. The case must include appropriate handles (and wheels if deemed necessary) to ensure easy transportation and handle. 2. A single suitcase for the whole system (section 5.3.2 items 1 to 13 all included), superior characteristics/performance in terms of easiness of set up and use, portability, durability, resistance and protection of items inside. The total weight of the kit with all components should not exceed 15 kg. 3. Case shape must permit stacking in a stable manner up to minimum 5 levels. 4. Case must be large enough to accommodate all individual kit components and user manuals. All components should be properly fitted inside the case to be protected from damage during transportation and operations by use of pre-cut high-density foam inserts with separate compartments. 5. Components should be integrated in the case in such a manner that operation should not require the assembling of parts outside of the case. Registration operation should be able to be performed either directly within the case (in-situ) or outside of the case by removing and placing the laptop onto a table in a single step, with cables and connectors allowing such movement in a clean and simple manner. 6. Connections and cables must be well configured and placed, in a practical and durable manner, not suffering disconnections or damages by repeated use. 7. The fingerprint scanner must be placed in such a manner as to optimize the position at which the citizen is required to present their finger for scanning. The cable 	
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	<p>between the computer and the fingerprint scanner must be long enough for this purpose. This is necessary in order to minimize the FTE (Failure To Enroll) rate.</p> <p>8. Access to the battery indicators, computer USB and Ethernet ports must be possible without having to disassemble the kit or remove the computer from the kit.</p> <p>9. The case must be lockable and appropriate locks to be included.</p>	
5.3.3 Backpack items	Description and minimum/mandatory specifications	Description of items offered, <u>and</u> Bidders' statement on deviations.
Item 13. Foldable photo booth	<ol style="list-style-type: none"> 1. Foldable photographic booth of 15-20% plain grey color to ensure consistent and controlled background for picture capturing. 2. In unfolded position allows a person and a chair to be placed inside the booth. Provides protection against bright light from the side and back. While folded should be of the optimal size to be placed in Backpack. 3. Material: Lightweight solid material, polyester. 4. Dimensions: 160cm(H) × 80cm(W) × 80cm(D)– , minor deviations acceptable 	
Item 14. Foldable Solar Panel	<p>Solar Panels:</p> <ul style="list-style-type: none"> • Power in total minimum 60W and sufficient to fully power the BCR kit with all its components. • Monocrystalline technology required. Glass-free encapsulation, no risk of breakage; • Solar panels should also suffice to fully charge the 2 power banks in maximum 8 hours, not necessarily in optimal conditions (Supplier must ensure that 	



	<p>quality and capacity of items allow for full operation in cloudy or sub-optimal conditions).</p> <ul style="list-style-type: none"> • Solar panels should be easily mountable, foldable for storage, and connected to the power box through only one cable; Length of cable 5 meters (minimum); • Tripod / Support to be included for solidly positioning the panels, allowing for optimal orientation to the sun, stable position, resistance to moderate winds, light material. • Chain with lock to secure panels (attaching them to a pole or similar). • Rear-mounted junction box (if required); <p>Others: Necessary accessories, cables, connectors.</p>	
<p>Item 15. Thermal paper rolls</p>	<ul style="list-style-type: none"> • Thermal paper rolls with coating on one side, to print receipts to be handed over to registrants as prove of data captured. • Receipts must be resistant and printed text durable, bidders to state durability of text printed on paper through time. • Paper Weight 80 gsm • Size of receipt: 80 mm width with programmable length. • Minimum Length of the roll: should contain at least 200 receipts per roll – bidder to specify exact nr of receipts per roll. • Perforation of paper or other feature to be included to ensure that receipts can be easily removed and cutter is fully effective to cut off paper rolls. • Each kit (backpack) must be pre-loaded and have sufficient space to contain minimum one set of 2,000 receipts. • Remaining quantities must be delivered in bulk, each set (1000 receipts) packed in a plastic ziplock bag matching 6.5 Million receipts in total. 	



	<ul style="list-style-type: none"> • Minimum life of a printed receipts of three months. 	
<p>Item 16. Maintenance kit (1 per registration kit)</p>	<ul style="list-style-type: none"> • Minor kits to be fitted within each BCR kit case. • To include at least a small blower and soft cloth to keep lens of camera and equipment clean. 	
<p>Item 17. Backpack</p>	<ul style="list-style-type: none"> • Backpack to safely contain and transport section 5.3.2.2 Items 14-17, in the quantities outlined. • Backpack to be suitable for field repeated use in rough conditions and environment. Strong material and construction, robust joints and sewing. • Material: hard wearing nylon exterior with lamination for waterproof effect. • Color: available in any color (reference Pantone and exact color will be provided at individual request/PO stage). • With internal dividers to organize the items inside. • With extra sturdy compartment to specially protect at least ten (10) paper rolls • Zippers: Large, YKK branded nylon-grip zippers. • With carrying straps: Hand strap, and adjustable shoulder carrying straps. • With hip support: padded belt, which let much of backpack's weight rest on hip. 	



<p>5.3.4 Biometrics Registration Kits Software Proof of Concept</p>	<p>Description and mandatory specifications</p>	
<p>Essential Background Information</p>	<p>The software proof of concept to be provided will not be used in production. The vendor's responsibility is only to demonstrate at delivery/acceptance time that the hardware components provided work adequately and include all necessary SDKs and tools for the purpose of software development. As such, unit tests related to each hardware components are acceptable. Deviations/simplifications from the proposed proof of concept features are acceptable, as long as they are documented and accepted by UNDP at bidding time.</p> <p>Should any issue arise during operations with the use of the kits, UNDP will be the ultimate arbitrator on whether the issue arises from the hardware or from the software to be sourced/developed by the RNP, separately from the scope of this tender.</p>	
<p>Licenses, Source Codes and SDKs</p>	<p>REQ. 1.The Vendor shall acquire and maintain at their own cost software products and licenses for the test and development environments necessary to develop, release and maintain The Proof of Concept Software in development and/or in maintenance.</p> <p>REQ. 2.Licenses and Intellectual Property:</p> <ul style="list-style-type: none"> a. The Vendor warrants and represents that the RNP, as the End user will be granted the same rights granted to UNDP under the resulting contract in accordance with Article 11 of UNDP General Conditions of Contract attached hereto. b. For the Proof of Concept Software developed for this project, the Vendor shall assign property of all Source Code, SDKs and licenses (free, 	



	<p>perpetual and unrestricted licenses) and all intellectual rights to the UNDP and RNP.</p> <ul style="list-style-type: none">c. For the Proof of Concept Software parts that are not developed specifically under this project, the RNP must be granted perpetual license for use without further compensation.d. There shall be no time or usage limitation on third party products or libraries the Vendor chooses to employ.e. Provision of licenses, SDKs and sources codes must guarantee the End User to be able to ensure independent maintenance and updating/modification of the Proof of Concept Software in the future. This includes the right of the End User to have a commercial third party (i.e. not only RNP staff) modify the software free from license or usage constraints from the Vendor or any product or library the Vendor has chosen to employ. <p>REQ. 3. Any system, hardware or software development needed to guarantee the full operation of the solution requested must be included in the offer, and no extra costs can be accepted thereafter in order to comply with the requirements.</p> <p>REQ. 4. Inclusion and provision of source codes or binaries and SDKs to the UNDP and RNP for the Proof of Concept software developed for this project must be full and ensure future use and sustainability, in order to avoid vendor lockdown.</p> <p>REQ. 5. Source code or binaries, database schema and definitions, configuration files and build artifacts, documentation and any other custom developed artifact of the Proof of Concept Software specifically developed for this project must be made available in order for the End User to be able to ensure independent maintenance and updating/modification of the software in the future.</p>	
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	<p>REQ. 6. Specifically, all source code related to the Proof of Concept Software packaging and integration, business logic, user interfaces and all other components not explicitly listed here as commodity components must be provided unless otherwise agreed with UNDP and RNP. Components considered to be commodity are operating systems and device drivers, relational database management systems, biometric extraction and matching libraries, and .Net or Java toolkits which are part of standard Java or Microsoft SDKs.</p>	
<p>Methodological Requirements</p>	<p><u>Release Management</u></p> <p>REQ. 7. <u>Continuous Integration and Version Control</u>: The building of the applications from source code and other artefacts shall be fully automated, and user friendly. The source code will be made available throughout the project using a code repository based on open source standards (Git).</p> <p>REQ. 8. Where the software is already installed, the option and means to replace it must be provided.</p> <p>REQ. 9. If there are problems with the deployment of a release and the End User/UNDP are not able to get a release installed, the Vendor shall assist in getting the release deployed to the satisfaction of End User/UNDP.</p> <p>REQ. 10. Integral and unit tests must be provided for all hardware components and demonstrate they are integrable for further development purposes.</p> <p><u>Issue Tracking</u></p> <p>REQ. 11. The Vendor must maintain an issue tracking system where the Vendor and UNDP along with RNP together can follow up on issues related to this project.</p>	



	<p>REQ. 12. All tickets, regardless of their status, must be accessible by UNDP and RNP.</p> <p>REQ. 13. The issue tracking system and its content, in Spanish (Honduras), should be transferred to a RNP server before the end of the warranty period.</p> <p><u>Documentation</u></p> <p>REQ. 14. A developer manual should:</p> <ul style="list-style-type: none"> a. List all technologies, toolkits and libraries used in the software; b. Describe the architecture of the system in details. <p>REQ. 15. The developer manual must be provided in the form of a wiki platform. It is setup at the beginning of the project and its content must reflect the delivery progress of the software.</p> <p>REQ. 16. The developer wiki should be editable by UNDP or RNP staff throughout the project for the purpose of asking questions to the vendor or adding their own content to the developer manual.</p> <p>REQ. 17. The developer wiki platform and its content should be transferred to a RNP server before the end of the warranty period.</p>	
<p>Proof of Concept Features to be demonstrated with Source Code</p>	<p><u>Components of the Proof of Concept</u></p> <p>REQ. 18. The software must demonstrate the ability to capture the current location from the GPS receiver.</p> <p>REQ. 19. The software must demonstrate the ability to switch the webcam leds on and off.</p>	



		<p>REQ. 20. The software must demonstrate the ability to capture the face image from the webcam at the required resolution.</p> <p>REQ. 21. The software must demonstrate the ability to scan documents at the required resolution.</p> <p>REQ. 22. The software must demonstrate the ability to capture fingerprints in the 4-4-2 sequence with FBI Appendix-F conditions.</p> <p>REQ. 23. The software must demonstrate the ability to capture a signature from the signature pad.</p> <p>REQ. 24. The software must demonstrate printing through the thermal printer, of both text and pictures.</p>	
5.3.5 Datacenter	Q-ty	Description and mandatory specifications	
Item 1. (High Performance Computing) Rack Mounted Servers	10	<p>Processor: 2 x 2nd Generation Intel Xeon 28 cores or AMD equivalent</p> <p>Memory: Min 1.5Tb RAM RDIMM @ up to 2933MT/s memory speed</p> <p>Hard Drives: 1x4TB SSD SAS mixed use</p> <p>Min two 10Gb Ethernet ports (or FC, any standard high- speed connectivity/port (>=10Gb) delivered mounted with all necessary cables)</p> <p>Chassis: rack mount 1U</p> <p>No RAID controller required</p> <p>No riser required</p> <p>No power redundancy required at server level.</p>	



		<p>Operating System: Preinstalled Debian based OS, such as Ubuntu, or Redhat based, such as CentOS</p> <p>Reference model: <i>Dell PowerEdge R640 or equivalent</i></p>	
Item 2. PKI Server	LS	<p>The datacenter material provided here must include at least one server with Microsoft AD CA services for use as a PKI. Processor, memory, storage and any other hardware component as well as operating systems and software must be sized by the vendor and should allow 24/7 operation of the PKI, continuous exchanges of data with all kits, and the management of at least 20 000 operator accounts.</p>	
Item 3. Rack	1 pc	<p>Minimum 24U with all shelving hardware required to mount the overall proposed solution</p>	
Item 4. AC for Rack	1 pc	<p>Rack-Mount Cooling Unit Air Conditioner, AC solution is requested that fits the offered Rack above. Exhausts must be included so that no intervention to modify the provided rack is required.</p>	
Item 5. UPS	2 pcs	<p>Minimum two smart UPSs of 3000 VA each or equivalent. Proposed items must be sufficient to power the full proposed solution.</p> <p>UPSs must be double conversion. Smart UPSs should be able give feedback on their health and allow for graceful shutdowns when needed.</p>	
Item 6. UPS Network Management Card or module	2 pcs	<p>Users must be able to monitor and control their UPS systems via secure network browsers or external command line interfaces. Provide multiple-user access.</p> <p>Notifies when problems occur. Includes individual password protection.</p>	



		The card is capable of operating on a network using IPv4 and IPv6 protocol, and features device encryption to securely connect via HTTPS/SSL, SSH, and SNMPv3.	
Item 7. Networking Switch	2 pcs	<p>Switch sufficient to handle intracluster communication between the ten rack servers (item 1 of the datacenter material) and consistent with the hardware performance requested. Support for 10Gb Ethernet allowing the connectivity of the overall provided solution</p> <p>24 Ports Switch</p> <p>Type: Managed Layer 3 (Edge Switch)</p> <p>Number of Ports: Enough to cover connectivity for the whole proposed solution + 1 additional port for external connectivity</p> <p>Port Speed: 10/100/1000 Mbps4 SFP+ ports</p> <p>Full and half duplex</p> <p>All Network cable to connect the included items must be included.</p> <p>Minimum two units, more if required for the overall proposed solution.</p>	
Item 8. KVM+ monitor	1 pc	One console for all servers with all required connectivity must be provided 1U KMM/KVM (Touchpad, English Keyboard and widescreen 18.5" LED) and 1U mounting Kit.	
Item 9. GPS Fleet Management System	LS	<ul style="list-style-type: none"> • One on-premise system for fleet management system to track all laptops of the BCR kit through GPS must be provided. • All necessary hardware for a turnkey solution must be included as indicated in the section on datacentre material. 	



<p>Item 10. Installation and configuration</p>	<p>The overall datacenter material must be provided as a turnkey solution, fully installed and setup (configured to operate).</p>	
<p>5.3.6. Technical Assistance and Warranty</p>	<p>Description and mandatory specifications</p>	
<p>1. Technical Assistance</p>	<p>The Supplier shall provide twelve (12) months onsite technical support/assistance for all hardware and software (OS, drivers and SDKs) included in this tender as follows:</p> <ol style="list-style-type: none"> 1. Technical Assistance Services are to be provided by appointed technical office located in Tegucigalpa. The supplier is expected to have either a local office in Tegucigalpa or have a local representative that can provide technical assistance on their behalf, and under the Supplier’s responsibility and coordination. 2. The Technical Assistance will commence with the start of the citizen registration process, and after acceptance of fully functional and complete equipment being received by UNDP/RNP at destination. 3. Technical assistance will be provided on request for maintenance and repair/replacement of all equipment and software supplied, including but not limited to technical support, repair of faulty items or replacement were necessary, at the Bidder’s cost. 4. Technical assistance will be provided expeditiously. Particularly: <ol style="list-style-type: none"> a. Contact and availability of technical support will be guaranteed throughout 8 working hours daily (7 days per week). b. The technical service should ensure the replacement/repair of any faulty items within an absolute maximum of 48 natural hours (not just working hours) from receiving them in Tegucigalpa. If repair can be done by RNP technicians onsite with instructions from the supplier’s technical office in Tegucigalpa, that would be alternatively sought on 	



	<p>case by case basis, instead of bringing all faulty equipment to Tegucigalpa.</p> <p>c. The technicians will be required on a limited number of occasions to travel to regional locations and assist/resolve problem as required at the RNP District Office level (RNP will provide travel and accommodation + subsistence in the event that such technical support is required at District locations).</p> <p>5. The Tegucigalpa-based Technical Service Centre must have sufficient capacity, personnel and equipment, to diagnose and rapidly repair/replace any faulty equipment within the stated period of 48 hours. It is the responsibility of the Supplier to ensure at all times enough resources are available to provide effectively such service.</p> <p>6. The supplier is as well required to make adequate provision for sufficient spare components of equipment and/or kits to be on hand at their local office/technical support centre so as to ensure that repair or replacement of faulty kits will be performed within maximum 48 hours from receipt.</p> <p>7. Minimum quantity of such spare components to be at least a 5 per cent of the total quantity. The supplier is required to specify a breakdown listing of the type and the quantity of such goods.</p> <p>8. Spare components remain the Supplier's property. If after completion of technical assistance period the RNP wishes to separately from this contract purchase any of such spare parts, those will be made available by a local supplier in perfect functional condition at a price that will consider if goods have been used and depreciation rate.</p> <p>9. The supplier is required to appoint a Project Manager who will be present in Tegucigalpa for the duration of the services as accountable person (either employed by the supplier or working for their local representative/partner) on the ground with full decisions authority on behalf of the supplier. CV of proposed Project Manager to be provided and if a different person is finally appointed, he/she should comply at least with the same or superior profile, once agreed.</p>	
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	<p>10. Service records must be maintained at the Service Centre for both hardware and software (OS, drivers and SDKs) warranty support. In addition, calls to the Helpdesk must be tracked including the disposition and subsequent resolution of problem.</p>	
<p>2. Warranty</p>	<ol style="list-style-type: none"> 1. Bidder shall provide 2 year warranty for all the hardware included with the kits, after the delivery of the fully complete and ready-to-operate kits to the RNP in Tegucigalpa. 2. After the period of twelve (12) months of Technical assistance, faulty hardware/software (OS, drivers and SDKs) must be replaced/rectified within ten (10) working days after equipment is delivered to the supplier's representative in Tegucigalpa. 3. During all Warranty period, the Supplier will maintain technical support, for End user to report faulty items during Warranty, liaise on replacements/repairs, and for assistance, backing up technical support in Tegucigalpa. 4. Please refer to ITB Section 3 (Article 7.5) and Section 4 (Warranty), for other minimum Warranty requirements. 	
<p>5.3.7. Training</p>	<p>Description and mandatory specifications</p>	
	<ol style="list-style-type: none"> 1. The supplier is requested to provide training in Tegucigalpa as follows: <ol style="list-style-type: none"> a. Training of approximately 50 technicians (during 5 days) to enable them to understand the equipment provided in technical terms, and to be able to troubleshoot and perform configuration and repairs on the equipment, including data center equipment. Bidders to provide suggested curricula. 	



	<ol style="list-style-type: none">2. Teaching methods: Face to face lectures with practical work in the classroom and on the ground and video for online/offline training.3. Training is to be conducted in Spanish.4. RNP approval on conducted training will be necessary as part of the sign off and payment for such service.5. The supplier must provide all necessary documents for training, evaluation and manuals, including at least:<ol style="list-style-type: none">a. Registration Kit Technical Manual (hardware and software);b. Registration Kit Operational Manual;c. Troubleshooting Schedule and FAQs;d. Video to support online/offline training.e. Installation and configuration of the Datacenter6. The supplier shall provide an electronic version of all the training material.	
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4.4 PROJECT MANAGEMENT AND IMPLEMENTATION REQUIREMENTS

Project Management

1. Project Management

- Communication on the project's progress must be made on a weekly basis, or more frequently if requested by RNP. Communication should include relevant and updated excerpts from the project's risk management plan.
- The Vendor must provide a realistic work breakdown structure and GANTT chart proving to meet the agreed timelines. Resources associated with each task must be indicated, with technologies/methodologies to be used and CVs provided. Updates of this schedule must be provided with the weekly status.
- An initial breakdown must be provided at bidding time based on the template provided below. The bidder should add as many details as necessary to demonstrate solid planning and capacity for the delivery. It is understood that this breakdown may change slightly at project initiation.

Template:

Deliverable	Start date	End Date	Resources	Description of gap with available components/prototypes
Preparation of development environment for compliance with methodological requirements				
Hardware and Software Proof of concept components				
Other deliverables (e.g. documentation)				

- The Vendor must have project and technology competent staff available to meet on demand at Tegucigalpa's RNP's premises as necessary such that communication, planning and deployment are adequate. The designated staff must have authority to make decisions on the Vendor's behalf.
- The system will be subject to acceptance testing. The tests are made jointly by UNDP, RNP and the Vendor, where UNDP and RNP provide guidance on the general test case and acceptance criteria, and the Vendor details the case with test data and detailed steps. UNDP and the RNP are free to test with other data and in other ways than planned.
- There are three acceptance test outcomes:
 - *Accepted*. The content is accepted according to the test plan. The project's phase starts transitioning to the post-implementation support phase without reservation. The Vendor will fix any defect



discovered during the support period in accordance with the Service Level requirements defined in the Technical Assistance section above.

- *Tentatively accepted.* The content is not accepted according to the test plan, but the shortcomings are not so severe and a list of issues is produced. Transition to the support phase could start and the Service Level requirements defined in the Technical Assistance section above apply. The Vendor is still liable to address defects raised by UNDP or the RNP.
- *Rejected.* The content is not accepted, and the shortcomings are so severe that an additional iteration has to be put in place to fix the outstanding issues.
- If any deliverable is deemed non-compliant (rejected) with regard to any requirement, the whole system may be deemed non-compliant. In case of disagreement over the nature of an issue, such as whether it's a compliance issue, bug or enhancement, UNDP is the ultimate decision maker on the nature of the issue. Likewise, UNDP is the ultimate decision maker on whether a given deliverable is compliant or not.

2. Vendor Staff and Organization

- Project Manager: The Supplier's project manager relevant certifications (e.g. PMP or Prince2). Alternatively, the Supplier must demonstrate that their selected project manager has a long track record of successful delivery in the industry (IT or as applicable) in public or private sectors.
 - Other project management skills that must be demonstrated by the Vendor are:
 - Quality Assurance, Quality Control Skills
 - Training, technological transfer and capacity building skills
 - Corrective Action, Contingency planning and change control skills

The vendor must also include among the team:

- Software lead developer must possess relevant seniority, at minimum Master/Bachelor's Degree in the field of Computer Science; min. 5 years of experience in software development; 3+ years of professional experience leading a team to develop similar systems; etc
- Technical Documentation and Quality Assurance Developer: The Vendor must dedicate at least one developer to quality assurance and technical documentation. Throughout the implementation of the software, this person will ensure that tickets logged in the issue tracker and questions posted on the wiki are addressed as soon as possible.

CVs must be provided for each resource mentioned here.

3. Packing requirements

Please refer to Section 3 General Terms and Conditions (clause 6) for the minimum packing requirements. Bidders are to include in their offer the cost of export packing in accordance with best commercial practice and suitable for delivery up to the final destination, including fulfilling requirements for any dangerous goods. Please identify the items that are classified as "dangerous" for transportation and provide UN class no.

Kitting and Packing:

1. Items for Voter Registration Kit must be packed in the corresponding storage case, including all parts and components listed for each kit.



2. Kits and any bulk materials shall be palletized and covered with shrink-wrapping plastic, covering completely the pallet and boxes. This shall be done in the most economical and protective way to assure the integrity of the contents until their delivery to the final destination.
3. Palletisation should be robust and ensure that kits arrive to destination in perfect stand, preventing pallets to collapse due to weight of kits piled, ensuring that no side sliding of kits will happen, etc. Pallets should resist stacking in two levels.
4. Pallets shall be properly labelled, indicating quantity and type of kits included in each of them.
5. Individual items should be supplied completely assembled.
6. All items should be packed and prepared to be shipped by air.

4. Compliance

The bidder should describe all deviations from requirements in their bid.

In case of no deviations to the requirements and specification in Section 5 and Annexes, in addition to relevant technical details provided in the response the bidder should state 'no deviations' for each requirement.
