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INVITATION TO BID

Provision of eLMIS services

ITB No.: GPH 272-2020-HIST-ITB-eLMIS

Project: GF HIST Denmark

Country: Denmark

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Contents

Section 1. Letter of Invitation.....	3
Section 2. Instruction to Bidders	4
Section 3. Bid Data Sheet	16
Section 4: Schedule of Requirements and Technical Specifications	21
Section 5. Evaluation Criteria and Required Documents.....	31
Section 5a: Other Related Requirements.....	33
Section 6: Returnable Bidding Forms / Checklist.....	34
Form A: Bid Submission Form	35
Form B: Bidder Information Form	36
Form C: Joint Venture/Consortium/Association Information Form	38
Form D: Eligibility and Qualification Form	39
Form E: Format of Technical Bid	41
Form F: Price Schedule Form.....	461

Section I. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
 - o Form A: Bid Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Bid
 - o Form F: Price Schedule
- Annex I Special Conditions for Software Licenses
- Annex II Contract for Goods and/or Services

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to hist.procurement@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Issued by

Chinara Israilova

Name: Chinara Israilova
Title: Procurement Analyst
Date: **December 10, 2020**

Approved by:

Zafar Yuldashev

Name: Zafar Yuldashev
Title: Procurement Specialist
Date: **December 10, 2020**

Section 2. Instruction to Bidders

GENERAL PROVISIONS	
1. 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 UNDP 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>1.4 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. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 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>2.2 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>2.3 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>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 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 sanction or temporary suspension imposed by</p>

	<p>these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
4. Conflict of Interests	<p>4.1 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>4.2 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>4.3 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>4.4 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>
B. PREPARATION OF BIDS	
5. General Considerations	<p>5.1 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>5.2 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>

<p>6. Cost of Preparation of Bid</p>	<p>6.1 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.</p>
<p>7. Language</p>	<p>7.1 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>
<p>8. Documents Comprising the Bid</p>	<p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
<p>9. Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
<p>10. Technical Bid Format and Content</p>	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 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>10.3 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> <p>10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>
<p>11. Price Schedule</p>	<p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 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>
<p>12. Bid Security</p>	<p>12.1 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>12.2 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>12.3 If the Bid Security amount or its validity period is found to be less than what is</p>

	<p>required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 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>12.5 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.
<p>13. Currencies</p>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> a) 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; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
<p>14. Joint Venture, Consortium or Association</p>	<p>14.1 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>14.2 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>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 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>14.5 A JV, Consortium or Association in presenting its track record and experience</p>

	<p>should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 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>14.7 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>
15. Only One Bid	<p>15.1 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>15.2 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.
16. Bid Validity Period	<p>16.1 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>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Bid Validity Period	<p>17.1 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>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 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>

<p>18. Clarification of Bid (from the Bidders)</p>	<p>18.1 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 in the manner 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>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 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>
<p>19. Amendment of Bids</p>	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as 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.</p> <p>19.2 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>
<p>20. Alternative Bids</p>	<p>20.1 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>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
<p>21. Pre-Bid Conference</p>	<p>21.1 When appropriate, a pre-bid conference 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 Bidder's conference will be disseminated on the procurement website and shared by email 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.</p>

C. SUBMISSION AND OPENING OF BIDS

22. Submission	<p>22.1 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>22.2 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>22.3 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>22.4 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>
Email and eTendering submissions	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS. <p>22.6 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-notices/resources/</p>
23. Deadline for Submission of Bids and Late Bids	<p>23.1 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>23.2 UNDP shall not consider any Bid that is received after the deadline for the</p>

	submission of Bids.
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 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>24.2 Manual and Email 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>24.3 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>24.4 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>
25. Bid Opening	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 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>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
D. EVALUATION OF BIDS	
26. Confidentiality	<p>26.1 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>26.2 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>
27. Evaluation of Bids	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 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 pre-qualification was not done)

	<ul style="list-style-type: none"> a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</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.
30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of 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.
31. Due diligence	<p>31.1 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> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) 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 with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous

	<p>works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
32. Clarification of Bids	<p>32.1 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>32.2 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> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
33. Responsiveness of Bid	<p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 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>34.2 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>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <p>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;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of 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>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall</p>

be rejected.

E. AWARD OF CONTRACT

<p>35. Right to Accept, Reject, Any or All Bids</p>	<p>35.1 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 the contract to the lowest priced offer.</p>
<p>36. Award Criteria</p>	<p>36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder(s) that is/are found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has/have offered a competitive price.</p>
<p>37. Debriefing</p>	<p>37.1 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>
<p>38. Right to Vary Requirements at the Time of Award</p>	<p>38.1 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.</p>
<p>39. Contract Signature</p>	<p>39.1 Within fifteen (15) days 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 event, UNDP may award the Contract to the Second highest rated or call for new Bids.</p>
<p>40. Contract Type and General Terms and Conditions</p>	<p>40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
<p>41. Performance Security</p>	<p>41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default 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.</p>
<p>42. Bank Guarantee for Advanced Payment</p>	<p>42.1 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</p>

	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
43. Liquidated Damages	43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1 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.
45. Vendor Protest	45.1 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
46. Other Provisions	46.1 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. 46.2 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. 46.3 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

Section 3. Bid Data Sheet

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Allowed per LOT
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	<p>Time: 14:00 by CET (CPH) time Date: December 18, 2020 Venue: Zoom conference</p> <p>Companies shall/can participate at the pre-bid conference through Zoom conference, the link to be provided. Interested companies should send confirmations by below email.</p> <p>The UNDP focal point for the arrangement is: HIST Procurement Unit/ Chinara Israilova, Procurement Analyst E-mail: chinara.israilova@undp.org / hist.procurement@undp.org</p>
5	16	Bid Validity Period	90 days
6	13	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows:

			If the Supplier fails to supply the specified services within the time period(s) stipulated in the country specific (Face Sheet) Contract for Provision of Goods and Services supported pertaining to the specific call-off, the UNDP may without prejudice to its other remedies under the contract, deduct 0.5% of the complete contract for each day of delay, up to maximum deduction of 10% of the value of the Contract. Once the maximum is reached, the Purchaser may consider termination of the Contract. Depending on the urgency, value, context and nature of the services, the Liquidated Damages may vary.
9	40	Performance Security	Not Required
10	12	Currency of Bid	United States Dollar <i>Reference date for determining UN Operational</i> https://treasury.un.org/operationalrates/OperationalRates.php <i>Exchange Rate: applicable as of closing date of tender</i>
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Chinara Israilova, Procurement Analyst E-mail address: chinara.israilova@undp.org / hist.procurement@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Uploaded in the e-tendering system. It is the responsibility of the Bidders to view the respective changes and clarifications in the system
14	23	Deadline for Submission	15 January, 2021, at 8:00 AM EDT (NY Time) For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. PLEASE NOTE: 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.

14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering If you have not registered in the system before, you can register now by logging in using: username: event.guest password: why2change The bidder can follow the registration steps as specified in the system user guide attached to this document. If there are any issues with using the e-tendering system, please contact HIST.procurement@undp.org / chinara.israilova@undp.org
15	22	Bid Submission Address	https://etendering.partneragencies.org Business Unit: UNDP1 Event ID: GPH2720000 Event name: GPH 272-2020-HIST-ITB-eLMIS
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 10 MB ▪ Mandatory subject of email: GPH 272-2020-HIST-ITB-eLMIS
17	25	Date, time and venue for the opening of bid	Date and Time: January 15, 2021 8:00 AM In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	<ul style="list-style-type: none"> - Non-Discretionary "Pass/Fail" Criteria on the eligibility and qualification requirements outlined in this ITB. - Offers that are technically compliant with the lowest weighted price. The bidders are encouraged to bid for as many lots as possible. <p>The financial evaluation will be done Lot wise.</p>
19		Expected date for commencement of Contract	February 20, 2021
20		Maximum expected duration of contract	3 years with possible extension 1+1 years subject to available demand and satisfactory performance
21	36	UNDP will award the contract to:	UNDP intends to establish Long Term Agreements (LTAs) with up to 5-7 Suppliers per each Lot for the off-the-shelf eLMIS software solutions with supply chain function services, where feasible. The

			<p>duration of the LTAs is intended to be for an initial period of 3 years with a possibility of prolongation for additional 1+1 years, subject to supplier's performance and demand under UNDP projects.</p> <p>Recommendation for establishment of an LTA will be based on the following factors;</p> <ul style="list-style-type: none"> ▪ Fulfilment of minimum bidder qualification requirements as stated in the ITB (see Sections 4 & 5 of the ITB). ▪ Technically compliant offers with lowest price. ▪ Acceptance of UNDP General Terms and Conditions for Contracts for Lot 1 ▪ Acceptance of Annex I Special Conditions for Software Licenses and UNDP General Terms and Conditions for Contracts for Lot 2. <p><i>As stated in Section 4 of this ITB, when procuring LMIS services a secondary bidding process will be conducted through the country specific Call offs. The LTA holders will be expected to respond to call off requests /corresponding RFQ quoting the price lower or equal to the price set as a ceiling price for services. The call offs will be issued for:</i></p> <ol style="list-style-type: none"> 1. Combined services: Lot 1 for pilot stage and further country roll out implemented through Lot 2, or 2. Each Lot individually <p><i>The secondary bidding process is detailed in Section 4, point 2 of this ITB.</i></p>
22	39	Type of Contract	<p>Face Sheet for provision of goods and services https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_General%20Considerations%20of%20Contracting_Contract%20Face%20Sheet%20(Goods%20and-or%20Services)%20UNDP%20-%20Sept%202017.doc&action=default</p>
23	39	UNDP Contract Terms and Conditions that will apply for LOT 1	<p>UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
23.1	39	UNDP Contract Terms and Conditions that will apply for LOT 2	<p>Annex I Special Conditions for Software Licenses</p> <p>UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>

24		Other Information Related to the ITB	<p>Post Qualification Actions:</p> <ul style="list-style-type: none">- Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;- Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;- Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;- Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.
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Section 4: Schedule of Requirements and Technical Specifications

1. Background

Health Implementation Support Team (HIST) in UNDP Procurement Support Unit (PSU) provides procurement support to Country Offices (COs) implementing the Global Fund (GF) funded programmes and other health programmes where UNDP has Financing Agreement with the national government with strategic sourcing of health products.

UNDP is supporting governments in low- and middle-income countries to improve the performance of their public health supply chains by enabling end-to-end visibility of supply chain data and establishing a culture of data use for continuous improvement. Central to these efforts is the deployment of digital supply chain information systems, commonly referred to in the Global Health sector as electronic logistics management information systems (eLMIS).

This specific tender focuses on the provision of off-the-shelf eLMIS services, deployment of eLMIS software either as a subscription-based software as a service (SaaS) that includes cloud hosting, or as a licensed system deployed and hosted on servers in a client country. The long-term agreement(s) that result from this tender will enable UNDP country offices and their government counterparts to shorten the lead time for selecting and procuring eLMIS solutions and services to implement.

Current countries with existing LMIS demand are Zimbabwe, Sudan, Malawi, Equatorial Guinea, Indonesia, India, Angola, Afghanistan, Namibia, Sao Tome, Timor Leste and Burundi. The overall estimated threshold value combined for all Long-Term Agreements is expected to be not more than US\$25 mln.

1.1 Condition for participation

Invitation to Bid is limited to those bidders who demonstrated that their solution met most of the required functionality listed in the Request for Information (RFI) conducted by The Global Fund and Gavi in November 2018. However, the ITB emphasizes UNDP's preference for eLMIS solutions that provide a robust and integrated Android mobile application.

Rationale for eLMIS Mobile Applications

Smartphones have become ubiquitous even in many low-income countries, and the health sector is increasingly leveraging this technology to improve health services. Mobile-ready solutions are essential for eLMIS deployments at the health facility level, where health workers will use an eLMIS app on an Android smartphone or tablet to record data each day about all health products—regardless of source—that they've received, issued, dispensed or used, and the status of cold chain equipment. At higher levels, managers and supervisors will have a mobile dashboard app from which they can approve or adjust requisitions and monitor supply chain KPIs including system use by the HCWs they supervise. They do not enter data on the dashboard app (except for adjusting order quantities), but they are able to use in-app social features to provide feedback to recognize ('Like') good performance and to address performance risks or gaps like a potential stock out or expiry.

2. Configuration of the LTA

The objective of this Invitation to Bid is to establish non-exclusive time-bound Long-Term Agreements (LTAs) with up to 5-7 suppliers. The LTAs will be awarded to technically compliant bids with lowest pricing offered. The

initial agreement/s shall be concluded for a period of 3 (Three) years with a provision for further extension of 1+1 years, subject for satisfactory performance of the suppliers and existing demand. The global LTAs will be established based on the list of services listed in Clause 3 of Section 4 of this ITB. UNDP will not be committed to purchase any minimum range of services listed and shall not be liable for any cost if no purchases are made under any resulting LTAs.

UNDP GF HIST at central level will conduct the procurement process, and after establishment of Global LTAs with Suppliers. The LTA engagement mechanism is based on secondary bidding competition. The call-offs will be issued based on separate ToRs for specific UNDP Country Offices in consultation with UNDP GF HIST team in Copenhagen.

Secondary bidding process will be conducted as per below:

The detailed ToR will be reviewed and cleared by third party technical partner and UNDP GF HIST focal point for compliance. Upon approval of ToR the detailed RFQ will be sent to the eligible LTA holders that will be selected within this ITB. The RFQ will outline the ToR and delivery terms for the particular call off. The evaluation criteria will be defined in each RFQ process. The secondary bidding process will have following options:

- i. Call offs per each Lot individually.**
- ii. Call offs for combined services** (Lot 1 SaaS for pilot phase & Lot 2 for national deployment).

Applicable for the countries where beneficiary decides implementation of services at two stages: 1) pilot with SaaS solution 2) roll out at country scale based on National Perpetual License.

iii. Call offs for specific solution.

In certain circumstances the UNDP may request for the specific solution depending on the country context or any other country specific requirements. In such exception, UNDP reserves the rights to award the order to the LTA holder/s meeting these requirements. During the technical assessment, the third-party technical support will assess the compliance of each service offered. Only upon validation by the third party of offered services in the RFQ, the evaluation team will proceed further in finalizing the evaluation process. Prices submitted by the LTA holder(s) in response to the RFQ(s) will be equal or lower to the ceiling prices established in the governing LTA between UNDP and the Service provider.

The call-off contracts from the LTAs will be awarded via placement of Contract for Provision of Goods and Services issued by UNDP COs to suppliers based on the best value for money principle - technically compliant lowest offer will be selected.

Thus, the concept of the secondary competition among LTA holders foresees that depending on the type of service required LTA holders will be regularly contacted to compete. This will provide maximum opportunities to all LTA holders and will ensure competitiveness of the prices and best value for money through efficient and cost-effective procurement

- i. UNDP expects the LTA holders to adhere to the ceiling prices specified in Form F of this ITB. The technically compliant offer with the lowest price will be awarded during the secondary bidding process.
- ii. UNDP will also provide opportunity to the selected LTA holders to review the stated ceiling prices one month in advance before the end of 3rd year of the LTA. The LTA holders shall communicate revised price (if any) to UNDP within 5 working days. Price increases may only be acceptable if fully justified and documented.

- iii. UNDP will conduct proper assessment to validate the justification provided by the suppliers for increasing the prices. UNDP reserves the right to accept the increased prices or to otherwise terminate the LTA with no liability whatsoever to UNDP, and shall notify the Contractor in writing about the decision.

3. Requirements to the services

Hosting Requirements

UNDP requires from Suppliers one or two implementation options in new countries:

1. **SaaS option:** Countries will implement the eLMIS on the Supplier’s SaaS cloud-based platform under a subscription basis, governed by a Contract the Provision of Goods and Services as per UNDP template, configured by the Supplier for the local context, including interoperability with other local systems (e.g. DHIS2, ERPs, etc.). This may be temporary during an initial pilot phase before transitioning to a local-hosting environment, or permanent under the Contract for the Provision of Goods and Services, based on country requirements.
 - a. The supplier will support UNDP in any efforts required to address concerns about data privacy, data ownership, and sovereignty within a cloud-hosting environment.
 - b. The supplier is responsible for historical data migration to the cloud-based servers.
2. **National perpetual license option:** Countries will require that the eLMIS application be hosted locally on third-party servers under a national perpetual license model, governed by a Contract the Provision of Goods and Services as per UNDP template, supported with UNDP Annex I Special Conditions for Software License and General Terms and Conditions for Contracts. In this licensing model.:
 - a. The national perpetual license fee must be a flat rate with *unlimited in-country users*.
 - b. Countries may still require the Supplier’s assistance under a software services and/or technical assistance agreement.
 - c. The Supplier will cooperate with a trusted third party selected by UNDP to define minimum requirements for the local hosting environment, assess the existing options and environment, and make recommendations for upgrades needed to assure optimal performance of the system.
 - d. The Supplier will support installation and configuration of Test, Training, and Production instances of the software on the local server environment (support may be in-country or remote as required).
 - e. When the local hosting infrastructure is ready and software is installed and configured—but prior to Go Live—the Supplier will cooperate with UNDP’s trusted third party, who will audit and confirm the local hosting environment is performing as required.
 - f. During the six months following Go Live on a locally hosted environment, a SaaS environment will also be maintained as a mirror site as a contingency against failure of the local servers.
 - g. The supplier is responsible for historical data migration to the servers.

Minimum technical requirements for the hardware compatible with the proposed solution for the local hosting. The listed HW requested for reference purposes only.

Type of equipment	Technical specifications	Limitations if any

License requirements

National perpetual license is a single all-inclusive license for an implementing country that hosts the software locally, regardless of number of users or facilities, and it is a one-time cost (hence, it is for perpetual use without additional fees). It would include a warrantee for a set period (5 years) that covers bug fixing and similar troubleshooting, but does not include ongoing system administration or any additional customized programming of new functionality—that would be covered as a separate technical service agreement with the supplier to be governed by Annex I Special Conditions for Software Licenses. Periodic software upgrades (new versions) should be free at least during the warrantee period, but any technical assistance required of the supplier for installing an upgrade would be an additional cost.

The term "**perpetual license**" describe the global license granted to UNDP once the revenue bar is met from the purchase of X number of national licenses (e.g. after five countries totalling \$X million in UNDP-generated revenue is met). At this point, UNDP would own a global license to install the software (and the code) in additional countries without additional license fees for the software, although the license would be non-transferable (e.g. to other organizations) except to a country government agency like the MOH. Under this scenario, UNDP holds the perpetual license has right to assign a new country a national license, while also notifying the supplier so that they can maintain warrantee information and track installations.

For either national perpetual or global UNDP licenses, the fee would not include hosting; the whole purpose of this model is to enable the software system to be hosted within the country on local servers or indigenous cloud servers, at additional cost.

The one-time cost of the national license includes unlimited users and facilities within the implementing country. This would also pertain to a global perpetual license once the bar is met.

Android Smartphone/Tablet App Requirements

UNDP is seeking eLMIS solutions that include fully integrated mobile applications, including the required mobile features listed in the table below. eLMIS solution suppliers should indicate whether each required feature is already fully met by the existing off-the-shelf version of their proposed mobile application, and if not, indicate the cost of designing and developing (including testing) the required feature.

Mandatory technical features

The mandatory technical features shall be met by all proposed mobile applications and will serve as minimum technical compliance criteria.

3. General mobile app requirements

- Must be fully functional offline to support routine local transactions
- Able to synch (transmit and receive) data over low bandwidth cellular networks (2G or better)
- Supports in-app notifications and alerts, with escalation paths for exceptions

4. Inventory management module requirements

- Captures transactions (receiving, issuing, transfers, discards)

- Supports stock takes
- Enables batch and expiry date management (including recalls)
- Tracks unit and inventory value
- Supports dynamic minimum and maximum stock levels based on demand signals
- Recommends batches to issue based on FEFO
- Supports GS1 barcode standards
- 5. Dispensing module requirements
 - Captures VVM status for vaccines
- 6. Order management module requirements
 - Supports order generation with suggested order quantities based on configurable rules, including authorized approvals and revisions
 - Supports fulfilment (push or pull) including batch tracking, partial shipments, backorders
 - Supports electronic proof of delivery and returns including reason code
- 7. Asset management and temperature monitoring module requirements
 - Supports asset inventory including complete asset profile (make, model, supplier, capacity, age, inventory number, installed location, warrantee, etc.)
- 8. Performance monitoring module requirements
 - Supports a variety of data visualization options (charts, graphs, maps)

Additional (desired) technical features

The additional technical features are desired but not a requirement. The company must be able to demonstrate each feature that indicated as available off-the-shelf

1. General mobile app requirements
 - Enables in-app communication between user-defined groups (e.g. health facilities within a district)
2. Inventory management module requirements
 - Includes bin/shelf locations
 - Tracks product by source/supplier (including donors)
 - Enables in-app barcode scanning
3. Dispensing module requirements
 - Supports dispense to user transactions of single units (e.g. tablet) or trade unit
 - Captures patient ID via barcode or manual entry
 - Captures prescriber ID
4. Order management module requirements
 - Provides budget/credit management features including approvals and revisions based on availability of

funds

- Tracks order payment status
- 5. Asset management and temperature monitoring module requirements
 - Supports service management (functional status, repair status, service provider, escalation notifications)
 - Monitors remote temperature and electricity service status for cold chain equipment
- 6. Performance monitoring module requirements
 - Provides interactive dashboards (mobile app and web app) with drill down capability through aggregate data to specific locations, products, users, etc.

Exiting Country Deployments of Mobile Solution

Country	Scale deployed districts total districts	First year of deployment	Funder(s)
.....

Software Warrantee

Type	Warrantee term (# Years)	Limitations
SaaS		
National perpetual License for local hosting		

4. CONTRACT SERVICE LEVEL AGREEMENT (SLA)

S. No.	Description	KPI Measurement	Benchmarks
1	Overall Quality of work delivered	External auditor to evaluate the functionality and performance of the software	No showstopper or critical defects
2	Response time to the initial communication of assistance request	Amount of time taken by the vendor to acknowledge and respond to the request	90% of request within 2 business days
3	Percentage of work packages delivered meeting acceptance criteria	Based on number of UAT defects found	90% of work package request
4	No of work packages delivered on time	Based on the estimation provided against each work package	90% of work package request
5	No of non-conformities for work packages when utilized in production	Based on defects raised in production	0 Show stopper defects
6	Availability of IT systems (SaaS model only)	The time for which all the client IT infrastructure is available, using the ticket data	Baseline- 95% Lower Performance- <95%
7	Response time for ticket resolution	The time taken to resolve the critical IT tickets	Baseline- 4 hrs Lower performance-

			8 hrs
8	Recovery time objective	Based on actual events or results of quarterly data center tests	Baseline- 8 hrs Breach- <8 hrs
9	Mobile Native App synchronization on GPRS/Edge	The time taken to synchronize 3 changes/transactions	Base Line- 90sec Lower performance- 90-180 sec Breach- >180sec

4.1. Services related help desk SLA: time in which a complaint /query is resolved after it has been accepted by the helpdesk.

Severity of Incident	Resolution time
Critical	T = 1 hr
	T1 = T+2 hours, if the resolution time is between T and T1
	T2 = T1+2, if the resolution time is between T1 and T2
	> T2
High	T3 = T + 0.5 hrs
	T4 = T3 + 2.5 hrs, if the resolution time is between T3 and T4
	T5 = T4+ 2.5 hrs If the resolution time is between T5 and T4
	> T5
Medium	<=2 hours from time of incident logged.
	> 2 Hours and <=4 Hours
	> 4 Hours
Low	1 day from the time of incident logged at the help desk
	> 1 day and <=10 days
	> 10 days

4.1 Planned Downtime

Under the SaaS model, planned downtime shall mean any time when the website services are unavailable due to urgent maintenance activities and any other scheduled maintenance or upgrade activities that may or may not be periodic. The planned downtime must be notified to UNDP at least 48 hours in advance. Urgent maintenance activities are maintenance activities required by application or systems that cannot be postponed until the next available or convenient maintenance window, and may include but is not limited to restarting applications, rebooting servers, applying patches or fixes, reconfiguring, reloading data, etc.

4.2 Disaster recovery (DR)

Under the SaaS model, the supplier will ensure business continuity at the time when disaster occurs and propose a disaster recovery plan. This plan should be tested and well documented and easily understood to help recovery as quickly and effectively as possible from an unforeseen disaster or emergency which might interrupt information systems and business operations. The detailed DR plan will be discussed and agreed with UNDP at the time of contracting. The supplier should propose for the Disaster Recovery (DR) Team (detailed roles and responsibilities to be defined jointly by UNDP at the time of contracting).

4.3 Warranty and System Maintenance

The Supplier will give reliability guarantee for the complete system and all updates/modifications. The system (software) shall be under warranty for a period of five years after the implementation, integration, testing and completion of the application (from the date of user acceptance certificate from UNDP). The Supplier shall

provide bug fixes of the software along with upgrade releases.

Support during the warranty period shall include (but not limited to):

- Analysis and bug fixing for application software when notified.
- Further scope of Warranty and Maintenance will be discussed and agreed at the time of entering into the Contract for the Provision of Goods and Services.

4.4 System Lifetime

Any upgrades/changes or additions on the Supplier's system in terms of software licences shall have a lifetime of at least ten years. The Supplier shall demonstrate its commitment to ensure that its solution will have this lifetime.

5. PERFORMANCE EVALUATION

Supplier's performance will be monitored on the following KPIs:

KPI 1 – Adherence to timelines and on-time completion of deliverables

- UNDP will be monitoring the timeliness of the deliverables. This measurement will be based on the date of the signature of Acceptance Reports for each deliverable.
- If the timelines will be significantly delayed UNDP reserves the right to call the selected Proposer for a review meeting and investigate the root causes of such performance.

KPI 2 – Adherence to the costs for each deliverable as per the signed contract

- This KPI will be assessed by UNDP for compliance on delivery of full scope and on delivery to commitment. Compliance on costs will be checked by UNDP against the costs specified in the contract.

KPI 3 – Quality of deliverables

- UNDP will be assessing a number of issues (software, hardware, etc.) to be resolved during the course of the contract. The important parameter will be the trend showing whether the number of problems is growing or being reduced. Average time to resolve an issue will be also taken into consideration.

Failure to meet UNDP expectations may result in the cancelling of the contract.

Typical reasons that would lead to cancellation of the contract are the following:

- Invoiced costs of deliverables unjustifiable exceed those quoted in the financial proposal and in the signed contract;
- Failure to meet agreed delivery times;
- Quality problems with the product and services supplied;
- Non-compliance with KPIs.

6. SUPPLIER REPORTING

In the context of establishment of LTAs for future procurement, the LTA holders will be requested to provide UNDP with General Procurement Statistics Report on a quarterly basis. The template for quarterly reporting is included in Annex 2 of this ITB.

7. QUALIFICATION OF THE SUCCESSEFUL SERVICE PROVIDER AND KEY PERSONNEL

The Supplier should confirm its capacity to manage and deliver the work in the time period specified and to the standards detailed in this Technical Requirements.

- Minimum 3 years of relevant experience in development of eLMIS systems/ software programmes.
- Previous experience as a software developer for supply chain management (SCM) operations and business intelligence (BI) and related systems.
- Previous experience in design and implementation of software development projects for public sector development, preferably utilizing Systems Development Life Cycle or analogous methodology.
- Experience in software development for pharmaceutical distribution businesses and other related services.
- Experience in facilitating the development of project / infrastructure documents through dynamic multi stakeholder approach.
- Experience in providing training services to public servants in areas of: Supply chain and eLMIS utilization.
- Certifications from previous clients as a proof satisfactory delivery providing services in above areas of expertise.

Team requirements

The Supplier will have the following personnel with required experience and submit their detailed CVs.

S. No.	Type of Resource and experience	Requirement
1.	Project Manager	Degree in information technology, computer science, or any related field. Project Management Professional (PMP) certification is highly desirable. Previous experience in managing projects to develop and/or implement health or supply chain information systems in resource-constrained settings, including the formulation and management of monitoring & evaluation, and risk management plans. Experience in multiple projects. Professional work experience in managing projects with the public sector, UN or donor, or non-for-profit organisations. Experience working in low- or middle-income countries in Africa, Asia, or Oceania, Experience in multiple regions.
2.	Supply Chain Domain Expert	Degree in health, supply chain management, or any related field. Certified Supply Chain Professional (CSCP) or equivalent certification. Professional work experience in managing projects with the public sector, UN or donor, or non-for-profit organisations Previous experience in health/pharmaceutical supply chain technical assistance or operations in resource-constrained settings, including supply chain design or optimization, capacity building/training, performance management, and risk management Experience in multiple projects International experience working in low- or middle-income countries in Africa, Asia, or Oceania Experience in multiple countries

3.	Technical Architect	Degree or postgraduate qualification in business information systems, computer science or computer engineering, information, or any related field TOGAF 9 or equivalent certification Professional work experience in systems development, analysis, computer programming or testing.
4.	Infrastructure Manager	Degree in computer science, computer engineering or a related field. At least 5 years of experience as an IT Engineer in addition to at least three years of management experience. Professional work experience managing IT infrastructure and customer support personnel
5.	Senior Developer	Degree in computer science or computer engineering or related field. Experience in developing software solutions. Proven knowledge and experience applying the software development life cycle, ability to develop unit testing of code components or complete applications, and extensive knowledge of programming languages. Working experience with government officials in working in multicultural environment
6.	Business Analyst	Degree in business administration, public administration, economics, or any related field. At least 3 years' experience performing detailed requirements analysis, documenting processes, and performing user acceptance testing. Demonstrated ability to explain difficult concepts to non-technical users. Working experience with government officials in working in multicultural environment.
7.	Trainer (users)	Bachelor's Degree in combination with 3 years of professional work experience in designing and delivering training programs for IT users Experience in capacity building or training programs for health/pharmaceutical supply chain professionals International experience working in low- or middle-income countries in Africa, Asia, or Oceania
8.	Trainer (system administration)	Bachelor's Degree in combination with 5 years of professional work experience in delivering and developing training programs for IT system administrators International experience working in low- or middle-income countries in Africa, Asia, or Oceania
9.	DevOps Engineer	Degree or postgraduate qualification in business information systems, computer science or computer engineering, information, or any related field Professional work experience in server infrastructure design and operations, automation tools development, configuration, software development, testing and operation

Section 5. Evaluation Criteria and Required Documents

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Minimum Bid documents provided
- Bid Validity
- Appropriate signatures

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<ul style="list-style-type: none"> ▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer ▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder 	Form B: Bidder Information Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the

Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 3 years of relevant experience in development of eLMIS systems/ software programmes.	Form D: Qualification Form
	Minimum 2 contracts of similar value, nature and complexity implemented over the last 5 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Financial ration minimum 1.0	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on price per tiered pricing structure, professional fee rates, other costs and the comparison with historical prices and market prices.	Form F: Price Schedule Form

dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Section 5a: Other Related Requirements

Installation Requirements	Installation requirements will be defined by country-specific terms of reference and deliverables
Testing Requirements	Testing requirements will be defined by country-specific terms of reference and deliverables
Scope of Training on Operation and Maintenance	Training scope requirements will be defined by country-specific terms of reference and deliverables
Commissioning	Commissioning requirements will be defined by country-specific terms of reference and deliverables
Warranty Period	5 years
After-sale services Requirements	<input checked="" type="checkbox"/> Warranty on software for minimum period of 5 years <input checked="" type="checkbox"/> Technical Support
Payment Terms	<input checked="" type="checkbox"/> Other (pls. specify) The payment structure will be set as per specific Contract for Provision of Goods and Services
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of services based on full compliance with specific TOR
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

This list is not conclusive, nor final, it is provided only for guidance purposes. The Bidder is requested to add any other documents that required under TOR or will support the submission.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	Tick box	If not submitted, please explain the reason
▪ Form A: Bid Submission Form	<input type="checkbox"/>	
▪ Form B: Bidder Information Form	<input type="checkbox"/>	
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>	
▪ Form D: Qualification Form	<input type="checkbox"/>	
▪ Form E: Technical Bid	<input type="checkbox"/>	
▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured	<input type="checkbox"/>	
▪ Power of Attorney (if applicable)	<input type="checkbox"/>	
▪ Certificate of Incorporation/ Business Registration	<input type="checkbox"/>	
▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder	<input type="checkbox"/>	
▪ ISO certification (if any)	<input type="checkbox"/>	
▪ References of satisfactory performances of similar services	<input type="checkbox"/>	
▪ Audited financial reports including Balance, Income and Statement, Profit reports for past 3 years	<input type="checkbox"/>	
▪ CVs of the team members	<input type="checkbox"/>	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>	

Price Schedule:

▪ Form F: Price Schedule Form	<input type="checkbox"/>
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Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	GPH 272-2020-HIST-ITB-eLMIS		

We, the undersigned, offer to supply the goods and related services required for provision of eLMIS services in accordance with your Invitation to Bid No. GPH 272-2020-HIST-ITB-eLMIS 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:

- a) 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;
- b) 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;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) 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);
- e) 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;
- f) 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 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]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may contact for requests for	Name and Title: [Complete]

clarifications during Bid evaluation	Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none">▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured▪ Certificate of Incorporation/ Business Registration▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder▪ The Statements of Satisfactory Performance from the Top 3 (three) Clients or more or the contact details of the clients for UNDP.▪ Copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	GPH 272-2020-HIST-ITB-eLMIS		

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]
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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: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	GPH 272-2020-HIST-ITB-eLMIS		

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	GPH 272-2020-HIST-ITB-eLMIS		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.

SECTION 2: Scope of Supply, Technical Specifications, and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail. For any *desired requirement* that is not in compliance with the specification, complete *other costs* table in Form F.

Technical Specifications (mandatory and desired)	Your response			
	Compliance with technical specifications		Quality Certificate/ Licenses, etc. (if any, indicate all that apply and attach)	Comments
	Yes, we comply	No, we cannot comply (indicate discrepancies)		
Hosting requirements				
Cloud hosting SaaS option with subscription agreement				
Local hosting option under a national perpetual license				
General mobile app requirements				
Must be fully functional offline to support routine local transactions				

Able to synch (transmit and receive) data over low bandwidth cellular networks (2G or better)				
Supports in-app notifications and alerts, with escalation paths for exceptions				
<i>Enables in-app communication between user-defined groups (e.g. health facilities within a district)</i>				
Inventory management module requirements				
Captures transactions (receiving, issuing, transfers, discards)				
Supports stock takes				
Enables batch and expiry date management (including recalls)				
<i>Includes bin/shelf locations</i>				
<i>Tracks product by source/supplier (including donors)</i>				
Tracks unit and inventory value				
Supports dynamic minimum and maximum stock levels based on demand signals				
Recommends batches to issue based on FEFO				
Supports GS1 barcode standards				
<i>Enables in-app barcode scanning</i>				
Dispensing module requirements				
<i>Supports dispense to user transactions of single units (e.g. tablet) or trade unit</i>				
<i>Captures patient ID via barcode or manual entry</i>				
<i>Captures prescriber ID</i>				
Captures VVM status for vaccines				
Order management module requirements				

Supports order generation with suggested order quantities based on configurable rules, including authorized approvals and revisions				
Supports fulfilment (push or pull) including batch tracking, partial shipments, backorders				
Supports electronic proof of delivery and returns including reason code.				
<i>Provides budget/credit management features including approvals and revisions based on availability of funds</i>				
<i>Tracks order payment status</i>				
Asset management and temperature monitoring module requirements				
Supports asset inventory including complete asset profile (make, model, supplier, capacity, age, inventory number, installed location, warrantee, etc.),				
<i>Supports service management (functional status, repair status, service provider, escalation notifications)</i>				
<i>Monitors remote temperature and electricity service status for cold chain equipment</i>				
Performance monitoring module requirements				
<i>Provides interactive dashboards (mobile app and web app) with drill down capability through aggregate data to specific locations, products, users, etc.</i>				
Supports a variety of data visualization options (charts, graphs, maps),				
Supports predictive analytics				

Existing Country Deployments of Mobile Solution

Country	Scale deployed districts total districts	First year of deployment	Funder(s)

Software Warrantee

Type	Warrantee term (# Years)	Limitations
SaaS		
National Perpetual License for local hosting		

Other Related services and requirements <i>(based on the information provided in Section 5a)</i>	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	
e.g. Delivery Term			
Warranty			
Local Service Support			

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>

Education/ Qualifications	[Insert]
Professional certifications	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i></p> <p>[Insert]</p>
References	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	GPH 272-2020-HIST-ITB-eLMIS		

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

Currency of the Bid: USD

Price Schedule

LOT 1: SaaS Tiered Pricing Structure

# of facilities	Price per facility per month, in USD	Allocated weight
1 – 100 facilities (unlimited number of users)	US\$	15
101 – 1000 facilities (unlimited number of users)	US\$	37
1001 – 5000 facilities (unlimited number of users)	US\$	32
5001 – 10,000 facilities (unlimited number of users)	US\$	10
>10,000 facilities (unlimited number of users)	US\$	6
TOTAL		100

LOT 2: National perpetual license for local hosting Pricing Structure

Category	Unit price, in USD	Allocated weight
Single national perpetual license (unlimited number of health facilities and users)	US\$	100
Number or total value of the national licenses required to grant UNDP Global Perpetual License	US\$ and/or number of national licenses	0
TOTAL		100

The proposed ceiling prices for the "Professional Fee Rate Card" and "Other Costs Rate card" requested for reference only and will not be used for the evaluation purposes

Professional Fee Rate Card

Type of Resource	Daily rate (US\$)
Project Manager	US\$
Supply Chain Domain Expert	US\$
Technical Architect	US\$
Infrastructure Manager	US\$
Senior Developer	US\$
Junior Developer	US\$
Business Analyst	US\$
Trainer (users)	US\$
Trainer (system administration)	US\$
DevOps Engineer	US\$
TOTAL	

Where applicable bidder is selected and has quoted Rate Cards which higher than average Rate Cards of the other bidders UNDP has right to negotiate the price.

Other costs Rate Card

The estimates to be completed for features not already available in the current version of the software. Other costs Rate Card used for information purposes only and during secondary competition this will be included as part of RFQ to ensure that award is made based on total cost of ownership.

Additional (desired) features	Estimated time required for development	Cost to design & develop (US\$) <i>provide detailed breakdown of the costs in separate sheet</i>
General mobile app requirements		
Enables in-app communication between user-defined groups (e.g. health facilities within a district)		
Inventory management module requirements		
Includes bin/shelf locations		
Tracks product by source/supplier (including donors)		
Enables in-app barcode scanning		
Dispensing module requirements		
Supports dispense to user transactions of single units (e.g. tablet) or trade unit		
Captures patient ID via barcode or manual entry		
Captures prescriber ID		
Order management module requirements		
Provides budget/credit management features including approvals and revisions based on availability of funds		
Tracks order payment status		
Asset management and temperature monitoring module requirements		
Supports service management (functional status, repair status, service provider, escalation notifications)		

Additional (desired) features	Estimated time required for development	Cost to design & develop (US\$) <i>provide detailed breakdown of the costs in separate sheet</i>
Monitors remote temperature and electricity service status for cold chain equipment		
Performance monitoring module requirements		
Provides interactive dashboards (mobile app and web app) with drill down capability through aggregate data to specific locations, products, users, etc.		

*The costs indicated in the Table 3 and 4 will not be part of the evaluation, however, will serve as an Annex to LTA.

Name of Bidder: _____
 Authorised signature: _____
 Name of authorised signatory: _____
 Functional Title: _____

[insert: address and email address]

United Nations Development Programme



*Empowered lives.
Resilient nations.*

ANNEX I

SPECIAL CONDITIONS FOR SOFTWARE LICENSES

1. DEFINITIONS

- 1.1. **“Data”** means all information, whether in oral or written (including electronic) form, created by, collected, compiled or in any way originating with UNDP and/or the End-User (if the End-User is not UNDP), in the course of using and/or configuring the Software and the Services.
- 1.2. **“Documentation”** means all technical publications relating to the Software, such as reference, user, installation, systems administrator and technical guidelines, training materials, and all other information and documentation to be delivered by the Contractor to UNDP hereunder, as further specified in the Terms of Reference.
- 1.3. **“Effective Date”** means the date set forth in the Face Sheet.
- 1.4. **“End-User”** means, originally, the end user specified in the Terms of Reference. However, once the requirements specified in the Long term Agreement for the national perpetual license to be converted into a global perpetual license are met, the end-user will be the relevant beneficiary represented either by the governmental authority (e.g. MoH) and/or nonprofit organization of the country/ies in which the license is used.
- 1.5. **“Long Term Agreement”** means the Long-Term Agreement entered between UNDP and the Contractor on [_____].

- 1.6. **“Services”** means the support services, set up and deployment service and training to be provided by Contractor to or for the benefit of UNDP (and/or, as the case may be, the End-User if the End-User is not UNDP) hereunder as further specified in the Terms of Reference.
- 1.7. **“Software”** means all or any portion of the computer software programs and related Source Code to such software procured under this Contract and any subsequent amendments that may be added in the future. The term Software also includes any Updates, modifications and enhancements to the foregoing.
- 1.8. **“Source Code”** shall mean the source code to the Software and its Updates and to any modifications and enhancements to the foregoing.
- 1.9. **“Territory”** means the country specified in the Terms of Reference, provided that, as specified in Article 3.1 below, once the conditions agreed with the Contractor in the Long-Term Agreement the territorial limitation of this license will be lifted and the perpetual license will become a worldwide, global license without limitations as to the territory or the end-users.
- 1.10. **“UN Convention”** shall mean the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations in 1946.
- 1.11. **“Updates”** shall mean those subsequent releases and upgrades of current releases of the Software and Documentation which are generally made available to licensees of the Software which are similarly situated to UNDP.

2. SOFTWARE SYSTEM

- 2.1. The Software shall consist of a fully integrated set of computer software programs, which shall be the latest version of the Software that Contractor has made available to its customers as of the time of installation of the Software in accordance with this Contract.
- 2.2. The Software shall allow UNDP (and/or, as the case may be, the End-User, if the End-User is not UNDP) to achieve the purposes for which the Software is procured, as further specified in the Terms of Reference.

3. LICENSE

- 3.1. The Contractor grants UNDP a perpetual, non-revocable, transferable, license to use the Software and the Documentation for the purposes specified in the Terms of Reference, and subject to the limitations contained in this Contract. The license will be originally limited to

use in the Territory. However, once the conditions agreed with the Contractor in the Long-Term Agreement are met, the territorial limitation of this license will be lifted, and the license will become a worldwide, global license without limitations as to the territory or the end-users that can benefit from the license.

- 3.2. The right to use the Software granted under this Contract shall include, among others, the right to (i) provide authorized users access to the Software from various remote locations; (ii) modify or merge the Software with other software, and use such modified or merged software; (iii) make, modify and use an unlimited number of copies of the Documentation; and (iv) make a reasonable number of copies of the Software for testing, training and backup purposes.
- 3.3. Within the timeline set forth in the delivery schedule specified in the country specific Terms of Reference , the Contractor shall provide UNDP with the number of copies of the Software in a readable format as specified in the Terms of Reference, and shall provide UNDP with an equal number of copies of the Documentation
- 3.4 The Contractor acknowledges and agrees that the Software and the Services are procured by UNDP for the ultimate benefit of the End-User(s). The Contractor hereby expressly grants UNDP a non-revocable authorization to transfer the use of and sublicense the Software (including the Documentation) to the End-User(s), if the End User(s) is/are not UNDP, in accordance with the terms of this Contract. The terms of such sublicense shall be in accordance with the terms of the license granted to UNDP under this Contract. The Contractor acknowledges and agrees that in the event that the license is transferred to an End-User that is not UNDP under this Article 3.4, UNDP shall not be responsible for the use of such license by the End-User(s), its employees, agents, contractors and/or representatives.

4. LICENSE LIMITATIONS

4.1. UNDP shall not:

- (a) Access or use any portion of the Software not expressly licensed and paid hereunder;
- (b) Cause or permit decompilation or reverse assembly of all or any portion of the Software, except as permitted by applicable law or this Contract;
- (c) Delete, fail to reproduce or modify any copyright, trademark or other proprietary rights notices which appear on or in the Software or Documentation; nor
- (d) Sublicense, relicense, or lease the Software or any portion thereof, for third party use, except as expressly authorized in this Contract.

5. ACCEPTANCE OF THE SOFTWARE

THIS SECTION WILL BE ADJSUTED ON A CASE-BY-CASE BASIS DEPENDING ON THE END-USER

NEEDS

- 5.1. For a period of ninety (90) days after the installation of the Software (“**Acceptance Period**”), UNDP shall have the opportunity to load and run the Software in order to test that all Software licensed pursuant to this Contract operates substantially in accordance with the Contract Documents. UNDP shall provide to the Contractor a description of any deviation from the Contract Documents (“**Deviation List**”) prior to the expiration of the Acceptance Period in accordance with the notice requirements set forth in this Contract. Upon receipt of such notice, the Contractor shall have thirty (30) days to cure any such deviation listed on the Deviation List such that the Software operates in accordance with the Documentation (“**Cure Period**”).
- 5.2. Notwithstanding the foregoing, any deviation that occurs as a result of UNDP (and/or, as the case may be, the End-User, if the End-User is not UNDP) (i) not adhering to the guidelines and recommendations contained in the Licensor’s written guidelines provided hereunder; (ii) not having CPU capacity which is sufficient to run all of the Software loaded thereon, except where the Contractor has represented that CPU capacity would be sufficient to run the Software; (iii) modifying the Software or the database on which it was designed to run in a manner inconsistent with this Contract; or (iv) not using workstations that meet minimal standards set for the workstation configuration provided hereunder, will not be considered deviations for purposes of the non- acceptance of the Software.
- 5.3. In the event that: (i) UNDP provides notice to the Contractor that it has accepted the Software; or (ii) the Acceptance Period expires without UNDP providing the Contractor a Deviation List; or (iii) the Contractor is not able to reproduce any of the alleged deviations cited on the Deviation List; or (iv) the Contractor cures the deviations cited on the Deviation List within the applicable cure period, UNDP shall be deemed to have accepted the Software (“**Acceptance**”). If Acceptance has not occurred by the final day of the Cure Period (“**Final Date**”), UNDP, at its sole discretion, may postpone the final date for Acceptance. Otherwise, UNDP shall have the option of terminating the license for the Software pursuant to this Contract.
- 5.4. Software licensed pursuant to this Contract that fails to reach Acceptance may be terminated by UNDP by doing the following, on or before the Final Date: (i) providing notice of such decision to the Contractor; and (ii) uninstalling and returning all copies of the concerned Software and Documentation, at the cost of the Contractor. Immediately upon receipt of such Software by the Contractor, the Contractor shall return to UNDP any license fees paid for such Software.

6. WARRANTIES

- 6.1. In addition to the warranties set forth in Article 11.5 (Warranties) of the General Conditions, the Contractor warrants the following:

- 6.1.1. The Software as delivered shall be free from defects, and, under normal use, the Software will perform in accordance with the Documentation; provided that UNDP uses the Software in accordance with the guidance issued by the Contractor;
 - 6.1.2. The Documentation is accurate and conforms to the requirements of this Contract and corresponds to the functions of the Software;
 - 6.1.3. (i) The Contractor has full power and authority to grant the rights granted to UNDP under this Contract with respect to the Software, (ii) neither the performance of any Services or obligations by the Contractor in accordance with this Contract nor the license granted hereunder to use the Software and Documentation will in any way constitute an infringement or other violation of any rights of any third party, and that (iii) there is currently no actual or threatened violation of such right by Licensor.
 - 6.1.4. All Services to be provided by the Contractor hereunder shall (i) be performed in a timely and professional manner, (ii) by qualified professional personnel, (iii) shall conform to the standards generally observed in the industry for similar services, and (iv) be sufficient to enable the Software to perform in accordance with the specifications.
 - 6.1.5. The Software shall not contain any computer code (i) intentionally or unintentionally designed to disrupt, disable, harm, or otherwise impede in any manner the operation of the Software, or any associated software, firmware, hardware, computer system or network (sometimes referred to as viruses or worms), (ii) that would disable the Software or impair in any way its operation based on the elapsing of a period of time, exceeding the authorized number of copies, or advancement to a particular date, or (iii) that would permit the Contractor to access the Software to cause such disablement or impairment, or any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such Software to cease functioning or to damage or corrupt data, storage media, software, equipment or communications, or otherwise interfere with operations.
 - 6.1.6. The storage media on which the Software is furnished will be free from defects under normal use for a period of thirty (30) days, commencing on the delivery date of the Software.
- 6.2. In case of a breach of the warranties hereunder, the Contractor shall:

- (i) For Services, at the option of UNDP: (i) re-perform the Services which were not as warranted at no additional charge to UNDP, or (ii) promptly refund the fees paid to the Contractor for the Services which were not as warranted; and
- (ii) For Software, at the sole discretion of UNDP: (i) repair or replace the nonconforming Software within a commercially reasonable time period of receiving notice from UNDP of such nonconformance, or (ii) refund the amounts paid by UNDP for the nonconforming Software or Software module immediately upon return of the Software, and promptly execute with UNDP an amendment to the Contract for the nonconforming Software pursuant to which the license is terminated for the Software or Software module for which UNDP is receiving a refund.

6.3. The Contractor will pass through to UNDP, to the fullest extent possible, the warranties from the Contractor's licensors as they relate to third party software, if any.

6.4. UNDP shall be entitled to transfer all warranties provided under this Contract to the End-User under the same terms and conditions set forth hereunder.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. The Contractor retains exclusive ownership of all intellectual property rights on the Software, including the Source Code and the Documentation. If UNDP creates an enhancement, modification or alteration to the Software or the Source Code that remains after the Software, Documentation and the physical media on which they are contained have been separated out from the enhancements, modifications or alterations ("**UNDP Application**"), UNDP shall have the intellectual property rights over the UNDP Application. UNDP does not acquire any rights, express or implied, in the Software and Documentation, except as specified herein.

7.2. The Contractor acknowledges and agrees that UNDP, an/or, as the case may be, the End-User if the End-User is not UNDP, retains full ownership and all intellectual property rights on the Data. The Contractor shall have no rights on the Data.

8. EXPORT CONTROL

8.1. Without prejudice to Article 11.10 (Export License) of the General Conditions, the Parties acknowledge that the Software may be subject to export control laws and regulations. As used in this Article, the term "Controlled Material" means (a) the Software, any Updates, Documentation and (b) any related proprietary information of the Contractor. The term "Controlled Material" does not include UNDP Applications to the extent that UNDP Applications do not contain the Software.

8.2. Pursuant to Article II, Section 7(b) of the UN Convention, the United Nations, including its

subsidiary organs such as UNDP, is exempt from customs duties and prohibitions and restrictions on exports in respect of articles imported or exported by the United Nations, including its subsidiary organs, for its official use. Accordingly, in light of the exemptions from export restrictions to which UNDP is entitled pursuant to the UN Convention, and without otherwise limiting or derogating from the privileges and immunities and exemptions of the United Nations, including its subsidiary organs, pursuant to the UN Convention, UNDP agrees and warrants that:

- (i) UNDP shall comply with all export control laws and regulations to the extent that such export control laws and regulations are applicable to UNDP;
- (ii) UNDP shall not directly or indirectly export or transmit any Controlled Material to any country, at any time and in any manner, which would violate export control laws and regulations, to the extent that such export control laws and regulations are applicable to UNDP;
- (iii) UNDP shall not export or re-export any Controlled Material other than for its official use; and
- (iv) UNDP shall cooperate with the Contractor to determine a mutually acceptable solution should any Governmental authority fail to recognize the UNDP's exemption from export restrictions set forth in the UN Convention.

9. INFORMATION SECURITY STANDARDS

9.3. While performing its obligations under the contract, the Contractor shall comply with UNDP policy on Information Security, System Acquisition, Development and maintenance Standards available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/ICT_Security_Information%20Security%20in%20System%20Acquisition.docx&action=default.

Annex I Special Conditions for Software Licenses

United Nations Development Programme



Empowered lives.
Resilient nations.

**Contract for Goods and/or Services
Between the United Nations Development Programme and [name of the Contractor]**

1. Country Where Goods Will be Delivered and/or Services Will be Provided:	
2. UNDP <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:	
3. Contract Reference (e.g. Contract Award Number):	
4. Long Term Agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> indicate as appropriate	
5. Subject Matter of the Contract: <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods <i>and</i> services	
6. Type of Services:	
7. Contract Starting Date:	8. Contract Ending Date:
9. Total Contract Amount: <input type="checkbox"/> currency and amount in figures and words 9a. Advance Payment: <input type="checkbox"/> "not applicable"	
10. Total Value of Goods and/or Services: <input type="checkbox"/> below US\$50,000 (Goods <i>or</i> Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods <i>and/or</i> Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. Contractor's Name: Address: Country of incorporation: Website:	
13. Contractor's Contact Person's Name: Title: Address: Telephone number: Fax: Email:	
14. UNDP Contact Person's Name:	

Title: Address: Telephone number: Fax: Email:
15. Contractor's Bank Account to which payments will be transferred: Beneficiary: Account name: Account number: Bank name: Bank address: Bank SWIFT Code: Bank Code: Routing instructions for payments:

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. UNDP Special Conditions [**Annex I (only for Lot 2)**].
3. UNDP General Terms and Conditions for Contracts.
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount.
5. Technical Specifications for Goods.
6. The Contractor's Technical Proposal and Financial Proposal, dated [**insert date**], as clarified by the agreed minutes of the negotiations meeting, dated [**insert date**]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
7. Discount Prices [**if applicable**].

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor	For UNDP
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Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	