



**UNHCR**

United Nations High Commissioner for Refugees  
Haut Commissariat des Nations Unies pour les réfugiés

**DATE: 31/01/2013**

**REQUEST FOR PROPOSAL: No. RFP/2012/507**

**FOR THE PROVISION OF A**

**BIOMETRIC IDENTITY MANAGEMENT SYSTEM**

**CLOSING DATE AND TIME: 11/03/2013 – 23:59 hrs CET**

---

**PLEASE NOTE THAT THE DEADLINE FOR THIS RFP HAS BEEN EXTENDED TO 11 MARCH 2013 at 23:59 hrs CET.**

---

**In addition, UNHCR plans to reply to all requests to clarification by COB on 15 February 2013. All other terms and conditions remain unchanged.**

Signature

Name: Isaac Mcekeni, Title: Senior Supply Officer  
Supply Management Service  
UNHCR





**UNHCR**

United Nations High Commissioner for Refugees  
Haut Commissariat des Nations Unies pour les réfugiés

**DATE: 12/12/2012**

**REQUEST FOR PROPOSAL: No. RFP/2012/507**

**FOR THE PROVISION OF A**

**BIOMETRIC IDENTITY MANAGEMENT SYSTEM**

**CLOSING DATE AND TIME: 18/02/2013 – 23:59 hrs CET**

---

## **INTRODUCTION TO UNHCR**

The Office of the United Nations High Commissioner for Refugees was established on December 14, 1950 by the United Nations General Assembly. The agency is mandated to lead and co-ordinate international action to protect refugees and resolve refugee problems worldwide. Its primary purpose is to safeguard the rights and well-being of refugees. It also has a mandate to help stateless people.

In more than five decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 6,600 people in more than 110 countries continues to help about 34 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environment, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations, please see <http://www.unhcr.org>.

## **1. REQUIREMENTS**

The Office of the United Nations High Commissioner for Refugees (UNHCR) invites qualified service providers to make a firm offer for the establishment of a Frame Agreement for the provision of a biometric identity management system (referred to hereinafter as "the System"). UNHCR intends to establish a contract for the duration of three (3) subsequent one (1) year periods, with an option to extend for two (2) additional one (1) year periods at the sole discretion of UNHCR.

### **IMPORTANT:**

Terms of Reference (TORS) are detailed in Annex A of this document.

It is strongly recommended that this Request for Proposal and its annexes be read thoroughly. Failure to observe the procedures laid out therein may result in disqualification from the evaluation process.

Sub-Contracting: Please take careful note of article 5 of the attached General Terms and Conditions (Annex D).

Note: this document is not construed in any way as an offer to contract with your firm.

## **2. BIDDING INFORMATION**

### **2.1. RFP DOCUMENTS**

The following annexes form integral part of this Request for Proposal:

- Annex A: Terms of Reference (TOR), including Part 1: Overview, Part 2: Requirements, Appendix 1: Quality Requirements, Appendix 2: Compliance Matrix, Part 3: Use Cases & Process Maps, Part 4: Scoring Matrix
- Annex B: Financial Offer Form
- Annex C: Vendor Registration Form
- Annex D: UNHCR General Conditions of Contracts for the Provision of Goods and Services – 2010

### **2.2 ACKNOWLEDGMENT**

We appreciate you informing us of the receipt of this RFP by return e-mail to [haegner@unhcr.org](mailto:haegner@unhcr.org) as to:

- Your confirmation of receipt of this invitation to bid
- Whether or not you will be submitting a bid

**IMPORTANT:**

Failure to send the above requested information may result in disqualification of your offer from further evaluation.

### **2.3 REQUESTS FOR CLARIFICATION**

Bidders are required to submit any request for clarification or any question in respect of this RFP by e-mail to Antonia Haegner, Associate Supply Officer at [haegner@unhcr.org](mailto:haegner@unhcr.org). **The deadline for receipt of questions is 23:59 hrs CET on 15/01/2013.** Bidders are requested to keep all questions concise.

**IMPORTANT:**

Please note that Bid Submissions are **not** to be sent to the e-mail address above.

UNHCR will compile the questions received and plans to respond to questions shortly after the query closing date. UNHCR may, at its discretion, copy any reply to a particular question to all other invited bidders at once.

### **2.4 YOUR OFFER**

Your offer shall be prepared in English.

Please submit your offer using the Annexes provided. Offers not conforming to the requested formats may be not taken into consideration.



**IMPORTANT:**

Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any other UNHCR staff other than the submission e-mail address will result in disqualification of the offer. Please send your bid directly to the address provided in the "Submission of Bid" section 2.6) of this RFP.

Your offer shall comprise the following two sets of documents:

- Technical offer
- Financial offer

**2.4.1 Content of the TECHNICAL OFFER****IMPORTANT:**

No pricing information should be included in the Technical offer. Failure to comply may risk disqualification. The technical offer should contain all information required.

The Terms of Reference (TORs) of the services requested by UNHCR can be found in **Annex A**. Your technical offer should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

- **Description of the company, its experience and organization**  
A description of your company with the following documents: company profile, registration certificate and last audit reports:
  - Year founded;
  - If multi location company, specify headquarters location;
  - Number of similar and successfully completed projects;
  - Number of similar projects currently underway;
  - Total number of clients;
  - Requested policies & procedures;
  - Any other information that will facilitate our evaluation of your company's substantive reliability, financial and managerial capacity to provide the services.
- **Understanding of the requirements of the System, proposed approach, solutions, methodology and outputs**  
Any comments or suggestions on the TOR, as well as your detailed description of the manner in which your company would respond to the TOR:
  - A description of your organization's capacity to provide the System;
  - A description of your organization's experience in providing similar systems;
  - Compliance matrix showing where requirements are addressed;
  - Process maps (where requested);
  - Supporting evidence (where requested).
- **Proposed personnel to carry out the assignment**  
The composition of the team you propose to provide.
  - Curriculum Vitae of core staff (maximum 2 pages per CV);
  - Roles the proposed individuals would play in providing the Services.

Reference is made to the information on criteria given in Section 2.5.2. of this RFP and Part 4 of Annex A.



- **Vendor Registration Form:** If your company is not already registered with UNHCR, you should complete, sign and submit with your technical proposal the Vendor Registration Form (**Annex C**).
  
- **UNHCR General Conditions for Provision of Services:** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Goods & Services by signing **Annex D**.

## **2.4.2 Content of the FINANCIAL OFFER**

Your separate **Financial Offer** must contain an overall offer in a single currency, either in US Dollars, Euros or in the currency of your company's country.

The financial offer must cover all the provision of the System as detailed in Annex B and as more particularly explained in these documents.

The Financial Offer is to be submitted as per the Financial Offer Form (Annex B). Bids that have a different price structure may not be accepted.

UNHCR is exempt from all direct taxes and customs duties. With this regards, price has to be given without VAT.

You are requested to hold your offer valid for 120 days from the deadline for submission. UNHCR will make its best effort to select a company within this period. UNHCR's standard payment terms are within 30 days after satisfactory implementation and receipt of documents in order.

The cost of preparing a bid and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.

## **2.5 BID EVALUATION**

### **2.5.1 Supplier Registration:**

The qualified supplier(s) will be added to the Vendor Database after investigation of suitability based on the submitted Vendor Registration Form and supporting documents. The investigation involves consideration of several factors such as:

- Financial standing;
- Core business;
- Track record;
- Contract capacity.

### **2.5.2 Technical and Financial evaluation:**

For the award of this project, UNHCR has established evaluation criteria which govern the selection of offers received. Evaluation is made on a technical and financial basis. The percentage assigned to each component is determined in advance as follows:

The **Technical offer** will be evaluated using inter alia the following criteria and percentage distribution: **70%** from the total score:

Criteria	Points obtainable
1. Experience and Qualification of the Company	
2. Understanding of the requirements	
3. Quality of the response to this RFP	
4. Project Team / Proposed Personnel	
<b>Total:</b>	<b>70</b>

Further reference is made to Annex A Part 4 of this RFP.

**Remark:** The Technical offer score will be calculated according to the percentage distribution for the technical and financial offers.

UNHCR will draw up a short list of offers from the submissions received and expects to conduct interviews / presentations in Geneva, Switzerland on or after **19/03/2013**. Alternatively, interviews can also be conducted via telephone conference.

The **Financial offer** will use the following percentage distribution: **30%** from the total score.

The maximum number of points will be allotted to the lowest price offer that is opened and compared among those invited firms. All other price offers will receive points in inverse proportion to the lowest price; e.g., total Price Component x US\$ lowest \ US\$ other = points for other supplier's Price Component.

For evaluation purposes only, the offers submitted in currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the date the submissions are due.

## **2.6 CONSORTIUM AND PARTNERSHIP BIDS**

UNHCR welcome offers from consortia and partnerships for this bid. If a consortia or partnership arrangement is proposed the offer must make clear who will be the prime contractor, what the structure of the consortia or partnership will be and what governance structures will be put in place to ensure the contract can be delivered.

## **2.7 SUBMISSION OF BID**

The offers must bear your official letter head, clearly identifying your company.

Bids should be submitted by e-mail and all attachments should be in PDF format. (Copies of the PDF format documents may, as an addition, be included in Excel or other formats etc.). The Technical and Financial offers shall be clearly separated.

**Bid must be sent by e-mail ONLY to: [hqsmsbid@unhcr.org](mailto:hqsmsbid@unhcr.org)**

### **IMPORTANT:**

The technical offer and financial offer are to be sent in separate documents. Failure to do so may result in disqualification.

**Deadline: 18/02/2013, 23:59 hrs CET.**

**IMPORTANT:**

Any bid received after this date or sent to another UNHCR address may be rejected. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective bidders simultaneously.

It is your responsibility to verify that all e-mails have been received properly before the deadline. Please be aware of the fact that the e-mail policy employed by UNHCR limits the size of attachments to a maximum of **5 Mb** so it may be necessary to send more than one e-mail for the whole submission.

Please indicate in e-mail subject field:

- Bid RFP/2012/507
- Name of your firm with the title of the attachment
- Number of e-mails that are sent (example: 1/3, 2/3, 3/3).

UNHCR will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that sufficient information is available, the bidder shall furnish, as part of the bid, any descriptive material such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its offer.

## **2.8 BID ACCEPTANCE**

UNHCR reserves the right to accept the whole or part of your bid.

UNHCR may, at its discretion, increase or decrease the proposed content when awarding the contract and would not expect a significant variation of the rate submitted. Any such increase or decrease in the contract duration would be negotiated with the successful bidder as part of the finalization of the Purchase Orders for Services.

UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by UNHCR at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that UNHCR is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to UNHCR's general principles, including economy and efficiency and best value for money.

## **2.9 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS**

Any Purchase Order (PO) issued as a result of this RFP will be made in the currency of the winning offer(s). Payment will be made in accordance to the General Conditions for the Purchase of Services and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR business owner.

## **2.10 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS & SERVICES**

Please note that the General Conditions of Contracts (**Annex D**) will be strictly adhered to for the purpose of any future contract. The Bidder must confirm the acceptance of these terms and conditions in writing. Also, please note that in addition to clause 2.8. the following clauses will be part of the UNHCR service contract and are non-negotiable:

### **Payment terms**

- The Contractor acknowledges and agrees that UNHCR may withhold payment in respect of all or part of an invoice in the event that, in the opinion of UNHCR, the Contractor has not performed its obligations in accordance with the terms of the Contract.
- In addition to any other rights and remedies available to it, UNHCR shall have the right, without prior notice to the Contractor (any such notice being waived by the Contractor), upon any amount becoming due and payable hereunder to the Contractor, to set-off any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNHCR to the Contractor or any claim for loss or damage to UNHCR property) owing by the Contractor to UNHCR hereunder or under any other agreement between the Parties. UNHCR shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.
- If UNHCR disputes any invoice or a portion thereof, UNHCR shall notify the Contractor accordingly, including a brief explanation of why UNHCR disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UNHCR shall pay the Contractor the amount of the undisputed portion within 30 days of receipt of the Contractor's invoice. UNHCR and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to a disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UNHCR shall pay to the Contractor the relevant amount (if any) within 30 days from the date of resolution of such dispute.
- The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by UNHCR that are subject to a dispute. Payments made in accordance with this Article shall constitute a complete discharge of UNHCR's obligations with respect to the relevant invoice or portion thereof.
- Payments effected by UNHCR shall not relieve the Contractor of its obligations under this Contract and shall not be deemed an acceptance by UNHCR of the Contractor's performance.

### **Review; Improper Performance**

- UNHCR reserves the right to review all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract. UNHCR shall perform such review in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews by UNHCR, at no cost or expense to UNHCR.
- If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UNHCR's rights and remedies under this Contract or otherwise, UNHCR shall have the options, to be exercised in its sole discretion:

(a) If UNHCR determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UNHCR may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to UNHCR, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within [number] days of receipt of the written request from UNHCR or within such shorter period as UNHCR may have specified in the



written request if emergency conditions so require, as determined by UNHCR in its sole discretion.

(b) If the Contractor does not promptly take corrective measures or if UNHCR reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UNHCR may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of UNHCR's obtaining the assistance of other entities or persons, the Contractor shall cooperate with UNHCR and such entity or person in the orderly transfer of any Services already completed by the Contractor.

(c) If UNHCR determines, in its sole discretion, that improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UNHCR may terminate the Contract in accordance with Article 15.1 of UNHCR's General Conditions of Contract for the Provision of Services without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

UNHCR intends to establish a contract for the duration of three (3) subsequent one (1) year periods, with an option to extend for two (2) additional one (1) year periods at the sole discretion of UNHCR. Where reference is made in the Requirements to a ten (10) year life span, this is the expected operational life span of the System within UNHCR and does not represent an offer to enter into a ten (10) year agreement.



Signature

Name: Isaac Mcekeni, Title: Senior Supply Officer  
Supply Management Service  
UNHCR

# Biometrics Implementation Project

---

ANNEX A: Terms of Reference Document

**1** refugee without hope  
**is too many.**



## Contents

ANNEX A – TERMS OF REFERENCE (TOR).....	1
Annex A, Part 1 – Overview of Terms of Reference.....	1
1. Introduction .....	1
1.1 Overview and objectives of the Terms of Reference.....	1
2. The Project .....	1
2.1 Background information and Scope .....	1
2.2 Project Methodology and Phases .....	2
2.2.1 Project Methodology .....	2
2.2.2 Phases of the project .....	3
2.3 Governance .....	3
2.3.1 Project Sponsor .....	3
2.3.2 Project Steering Committee.....	3
2.3.3 Project Management .....	4
2.3.4 Project Management Activities.....	4
2.3.5 Team Structure .....	4
2.3.6 Contract.....	5
2.3.7 Format of Response .....	5
Annex A, Part 2 – Requirements .....	6
1. Introduction .....	6
2. Design Principles .....	7
3. Requirements.....	9
3.1 Functional Requirements and Processes .....	9
3.1.1 Enrolment .....	9
3.1.2 Verification.....	13
3.1.3 Emergency Enrolment.....	15
3.1.4 Emergency Verification .....	17
3.1.5 De-duplication.....	18
3.2 Technical Requirements.....	18
3.2.1 ICT Architecture .....	19
3.2.2 Interoperability .....	21

3.2.3.	Wide Area Network Environment.....	22
3.2.4.	Data sharing .....	26
3.2.5.	Data migration .....	27
3.2.6.	IT Security.....	27
3.3.	Non Functional Requirements .....	28
3.3.1.	Operational .....	29
3.3.2.	Logistics .....	30
3.3.3.	Training .....	31
3.3.4.	Finance and VFM.....	32
3.3.5.	Management Information and Audit.....	32
3.3.6.	Environmental and CSR.....	33
3.3.7.	Standards .....	33
3.3.8.	Business Continuity and Disaster Recovery .....	34
3.3.9.	Future Requirements .....	34
4.	Definitions.....	36
5.	Appendix 1 – Quality Requirements.....	38
	Operating principles.....	38
	Indicative quality requirements* for enrolment .....	38
	Indicative quality requirements** for verification .....	38
	Performance: 1-N matching time .....	39
	Performance: 1:1 matching time .....	39
	Quality and Performance options to reduce cost.....	40
6.	Appendix 2 – Compliance Matrix.....	41
	Annex A, Part 3 – Use Cases & Process Maps.....	42
	Annex A, Part 4 – Scoring Matrix .....	42

## **Annex A, Part 1 – Overview of Terms of Reference**

### **1. Introduction**

#### **1.1 Overview and objectives of the Terms of Reference**

UNHCR wishes to appoint a supplier to implement a biometric identity management system (hereinafter referred to as “the System”) that will enable quick and accurate enrolment and verification of Persons of Concern (hereinafter referred to as PoCs) in UNHCR operations globally.

UNHCR is looking to appoint a supplier who is experienced in implementing biometric identity management systems in diverse locations and who will be sensitive to the varied work of the organisation.

The requirements catalogue contained in this RFP details the functional, IT and non-functional requirements for the System as well as describing the key business processes, quality requirements, the core functionality requirements, as well as the technological environment and requirements for the new System.

UNHCR has a well-defined procurement process. The evaluation of bids will be done by a joint team of business, IT and procurement professionals. Information on the structure of the replies and the methodology for scoring and short-listing of bids can be found in this RFP. These documents also contain a general overview of the process and steps that UNHCR will take before awarding a contract to the successful bidder.

Overall success of the project will be defined by meeting the functional, non-functional and technical requirements as laid out in the document alongside offering value of money. However, the ultimate success of the System will be determined by the willingness of UNHCR field operations to utilise the System and therefore the System must at all times be designed with the needs of these users and the environments in which they work.

### **2. The Project**

#### **2.1 Background information and Scope**

On 16 December 2010 the UNHCR announced its policy on biometrics in refugee registration and verification processes. The policy states that the UNHCR should introduce the collection of biometric data as a regular and routine feature of its registration processes in support of identity verification exercises among refugee populations. UNHCR has attempted with some success to deploy biometric tools globally since around 2003 including fingerprints or iris, but has now taken the strategic decision to develop an integrated solution that can be applied consistently across its network. The UNHCR biometric project has three stated aims:

- To facilitate access to UNHCR services
- To prevent identity theft and identity substitution amongst the PoC population; and
- To reduce the risk of multiple registrations of the same PoC under different identities

In order to fulfil these aims, the UNHCR wishes to procure a biometric System based on proven technology to enable PoC's to be enrolled, to have their identity subsequently verified and to gain access to UNHCR services. The detailed requirements are set out in Section B of this document ("the Requirements"). In broad terms, UNHCR requires a System which best enables the capture, transmission, storage and verification of biometrics and which must:

- Deliver a fast, intuitive, secure, durable and easy to use enrolment solution that enables teams in the field across the globe to capture biometric information for PoCs in many varied, often harsh and challenging environments
- Provide a secure, resilient, scalable data storage capability
- Allow secure, accurate, real time verification of PoCs including the secure transmission of data
- Allow data to be shared securely across all field operations, providing the flexibility to verify at the national, regional and global level as required, taking account of offline or limited connectivity in the more remote areas of operation
- Conform with industry standards and best practice
- Allow for interoperability and alignment with existing UNHCR Systems, including the population data management registration system called proGres and existing system of biometric storage based on templates; a solution which also embeds biometrics into UNHCR existing business process
- Be operational and future-proof for a minimum of ten years
- Conform with UNHCR policies and international standards on security and data protection, with auditable safeguards and controls covering the integrity of the System and data privacy
- Be scalable so that it can be used in both high-volume locations as well as smaller sites and allow for the phased deployment by country operation and future development/larger scale use in future
- Take into account the challenges of camp setting, the proposed solution needs to be designed for high mobility on rough terrain and be able to perform in fast-changing environmental conditions
- Have functionality around management information, be cost effective and provide overall value for money

## **2.2 Project Methodology and Phases**

### **2.2.1 Project Methodology**

The provider will be required to comply with UNHCR Project management methodology, broadly based on PRINCE2 methodology.

PRINCE2® (*Projects IN Controlled Environments*) is a process-based method for effective Project management and is a de facto standard used extensively within the UN System and internationally by many national Governments and private sector companies.

The key features of PRINCE2 are:

- Its focus on business justification
- A defined organization structure for the Project management team
- Its product-based planning approach
- Its emphasis on dividing the Project into manageable and controllable stages
- Its flexibility to be applied at a level appropriate to the Project.

### **2.2.2 Phases of the project**

The Biometric implementation project has been split into three distinct phases:

1. Detailed requirements gathering and release of RFP - Complete
2. Design, build and test of solution
3. Operational rollout

UNHCR is looking for a supplier to deliver phase 2 of this project. At present, it is planned that Phase 2 will be further broken down into 7 areas:

- Design Phase
- Selection of Commercially off-the-shelf (COTS) software
- Selection of Biometric hardware
- Integration of the COTS software with existing UNHCR Systems, notably integration with UNHCR's front end registration and verification System 'proGres'.
- Testing (including User Acceptance Testing)
- Pilot phase
- Training and Deployment Assistance

Phase 3, the operational roll-out of the System, will be conducted by UNCHR.

## **2.3 Governance**

### **2.3.1 Project Sponsor**

The project is sponsored by the Division of Programme Support Management ("DPSM") Division of UNHCR.

### **2.3.2 Project Steering Committee**

The project will report to the Project Steering Committee consisting of representatives from across the Division of International Protection ("DIP"), Division of Information Security Technology ("DIST"), and the aforementioned DPSM department within UNHCR. Weekly or bi-weekly Steering Committee meetings will be held to assess progress versus deliverables, ratify key decisions and discuss key risks and issues.

### **2.3.3 Project Management**

The Project Manager will be appointed by UNHCR but the supplier selected will be required to undertake a range of project management activities associated with a contract of this type. These activities include (but are not limited to):

- Review, confirm and understand the technical, functional and non-functional requirements.
- Understand proGres (the UNHCR registration system) and other existing UNHCR systems and architecture
- Provide unit testing and integration testing results
- Provide technical documentation and user guides
- Coordinate UAT and pre-production testing, together with UNHCR team
- Support the pilot deployment and provide bug fixes and enhancements as requested by the users
- Provide a warranty period, following pilot deployment and ensure all identified defects and bugs are fixed
- Provide training to a group of UNHCR IT and business specialists who will take on the task of global deployment, maintenance and Help Desk support going forward
- Deliver the hardware

### **2.3.4 Project Management Activities**

The supplier is expected to understand and be able to perform the complete range of Project Management activities normally associated with projects of this nature and complexity without any being listed here.

Key Project management tasks expected to be performed by the Supplier are given in the following non-exhaustive list:

- Identify any changes or deviations to the Project plan, and outline the impact they would have on the Project in terms of cost and delivery deadlines
- Provide a financial status on a monthly basis, including cost versus budget, estimate to complete and estimate at completion
- Report progress against plan to the Project Manager and Project Team
- Identify and escalate issues in a timely manner, for management attention that cannot be resolved at a Project management level
- Provide a quality assurance plan describing how quality will be achieved for all deliverables
- Define and implement strategies for mitigating the risk of resource loss, including any succession planning and cross training activities planned
- Document the achievement of Project milestones and ensure sign-off of deliverables by UNHCR Project Manager.

### **2.3.5 Team Structure**

The supplier will need to define a team structure that will be suitable for delivering the specified application on budget and within the given time line. The Supplier may also choose to adopt a multiple focus team approach, where a number of teams are deployed simultaneously for ensuring



that the tight deadlines are met. The proposed team structures will need to be presented to UNHCR, which should include the mandate of each key team members, including a description of skill set and experience.

### **2.3.6 Contract**

The chosen supplier will be invited to enter into a three (3) year agreement with UNHCR (“the Agreement”), broken into three periods of one (1) year each. This Agreement will be based on the UNHCR General Conditions of Contract (Contract for the Provision of Goods and Services) as amended by the Requirements and contained in this document.

This Agreement shall contain the option for additional extensions (in whole or in part) to be exercised at the sole discretion of UNHCR for up to two (2) one (1) year periods. Where reference is made in the Requirements to a ten (10) year life span, this is the expected operational life span of the System within UNHCR and does not represent an offer to enter into a ten (10) year agreement.

### **2.3.7 Format of Response**

The Supplier should ensure that their response contains a compliance matrix that details for each Requirement (see Appendix 2), where in their response they have addressed that Requirement and any Requirements that have not been complied with. UNHCR bears no responsibility for failing to award marks for compliance to a Requirement where such compliance is not detailed in the compliance matrix. The format for the compliance matrix should state the requirement number, whether or not it has been complied with in full, in part or the supplier is non-compliant and then reference the paragraph number in the response that addresses this requirement.

## **Annex A, Part 2 – Requirements**

### **1. Introduction**

The requirements and processes will provide context around the current role of biometrics in UNHCR. The Requirements have been catalogued under the following headings:

- **Functional and processes** – the Requirements in this area cover the processes of Enrolment and Verification, both in “business as usual” and Emergency situations. The functional Requirements describe what will be expected from the new System in terms of the quality and accuracy of Enrolment and Verification
- **Technical** – The Technical Requirements cover the IT Requirements for the new System and how the system must be compatible with existing UNHCR architecture
- **Non Functional** – The non-functional Requirements cover the quality and user experience of the System as well as covering areas such as Logistics, Training and support, Audit, Management Information and Future Requirements

#### **Notes about the Requirements:**

Each Requirement has been categorised as “Must”, meaning they must be complied with or “Could” / “Should meaning they are options that UNHCR would like to explore further. As requested in Annex B (Financial Offer Form for each Requirement that is labelled “Could” / “Should” the Supplier should provide a separate cost for this requirement in their response clearly labelled with the Requirement number, the cost for fulfilling that Requirement and any dependencies which support or are created by that Requirement.

The System must be compliant with both the Design Principles and the “Must” Requirements. Where the Supplier believes that any of the Requirements or any elements of the proposed System have conflicts with the Design Principles the Supplier shall highlight this, by providing reasoned arguments why and options for resolving the conflict. Furthermore, where the Supplier has made any assumptions when responding to a specific Requirement, these should be documented by the Supplier and clearly labelled as an assumption.

Where the Supplier believes that any of the Requirements provided by UNHCR materially compromise best practice or are contrary to the Supplier’s recommendations for addressing the scenarios described in this RFP, the Supplier shall detail such areas of conflict or compromise and detail their proposal for addressing the same.

Further information regarding the processes can be found in Annex A, Part 3 (Use Cases and Process Maps).

## 2. Design Principles

Any proposed System must be compliant with the Design Principles outlined below. Proposed solutions that do not conform to any of these principles must be detailed in the Suppliers response by stating the reasons why the solution does not comply with the Design Principles and by proposing alternative solutions. The Design Principles are as follows:

- The System must be capable of Enrolling and Verifying the identity of a Person of Concern (“PoC”) using their fingerprints as a biometric identifier
- The Supplier must ensure that the System is compatible with software and hardware to capture iris and/or facial recognition data in addition to fingerprints when required
- The Supplier should ensure that the System is based on proven technology that can be supported by evidence of real-world usage in projects that are comparable in scope to the work of UNHCR
- The System must be capable of capturing the Biometric Data of a broad range of persons with a wide variety of ages, abilities, disabilities and backgrounds
- The System must be able to be used in UNHCR operations globally including the Enrolment and Verification of identity in inhospitable climates and remote locations
- The Supplier should ensure that any System proposed is designed to allow the activities of Enrolment and Registration to be conducted in a manner that is fast, accurate, effective, non-invasive and builds on working practices already in operation within UNHCR and as described in these Requirements
- The System must be capable of interfacing with the UNHCR individual registration and case management application Profile Global Registration System (“proGres” details of which can be found in paragraph 3.2 in this document, existing biometric legacy data (including pre-existing fingerprint and iris data) and existing UNHCR systems and infrastructure (as more particularly described in Section 3 of these Requirements)
- The System should conform with industry best practice principles and standards for capture, storage, verification and transmission of biometric and electronic data and best practice principles for user access, security and fraud prevention

- The System should be designed to be global but scalable such that it can be implemented in phases and subsequently grow and adapt with the needs of UNHCR and the changes in the biometric marketplace
- The System should be non-proprietary and vendor agnostic wherever possible such that UNHCR is not unreasonably tied to particular vendors or technologies for longer than is necessary
- The Supplier must ensure that any System proposed has a minimal impact on other users of the existing UNHCR global infrastructure including logistical infrastructure and IT infrastructure
- The System is intended to be in operation for a period in excess of ten years. Therefore, the System proposed by the Supplier should have this in mind and should be supported (without material adaptations) for the duration of this ten year period and beyond
- Any System should be flexible to allow UNHCR the option in the future to personalise and issue “smart cards” containing individual Biometric Data captured
- The System should not contravene any UNHCR rules or procedures included within this RFP or as updated from time to time

## 3. Requirements

### 3.1. Functional Requirements and Processes

The Functional Requirements and Processes have been broken down into the following areas:

- Enrolment
- Verification
- Emergency Enrolment
- Emergency Verification

#### 3.1.1. Enrolment

When UNHCR registers a newly arrived PoC, the office must systematically establish identity through various processes. Individual registration sets out to achieve this by gathering data from the PoC and all family members who are present and approaching UNHCR. Once PoCs are registered, they can receive access to services and assistance from UNHCR and its partners. In the current environment, all PoCs are registered in the Profile Global Registration System (“proGres”) and in certain UNHCR operations, a biometric identifier is also captured and linked to the PoCs individual proGres record through a unique numeric identifier.

Under the new System it is proposed that, prior to PoC registration, Biometric Data be captured and authenticated using a 1:N verification against the existing Biometric Data records of previously enrolled individuals. This will determine whether or not the PoC has already enrolled. If the PoC has enrolled, the System should automatically re-direct the Operator to the existing proGres record associated with that PoC. If the PoC has not enrolled, the Operator should be able to store the Biometric Data and either create a new proGres record or associate that enrolment with an existing proGres record (as long as the existing proGres data already confirms identity through non-biometric means). Data captured for the proGres system includes assorted bio data and a photograph.

Enrolment is a critical process in identity management since nearly all subsequent identity confirmations will require a reliable, fast and efficient 1:1 biometric verification thereafter. Therefore, the System should be capable of ensuring that a high quality biometric is taken quickly and efficiently at enrolment that later allows real-time Verification against existing records on a 1:1 basis when the PoC requires access to additional services.

The Supplier should assume that the total initial target population for Enrolment will be circa three million with an estimated ten million total PoCs over time. However, as this System is expected to be in use by UNHCR for in excess of 10 years, it is critical that the System is scalable, by country operation and as increases in Enrolments are required.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.1.1.1	The Supplier must provide a System that comprises a Biometric Capture Device that captures the Biometric Data belonging to a PoC, creates a Biometric Record on the Database and associates this Biometric Record with a proGres Record held in the proGres system	Must
3.1.1.2	The Supplier must ensure that the Biometric Capture Device is capable of capturing high-quality fingerprint Biometric Data (e.g. NFIQ=1 for fingerprints) from a broad age-range of PoCs at Enrolment. The Supplier shall detail the full quality parameters for their proposed method of capturing fingerprint Biometric Data including effective age ranges (including any variable quality data according to age) and supporting evidence for all quality parameters including details of any laboratory, field or user studies	Must
3.1.1.3	The Supplier must ensure that the System is capable of supporting the capture of iris and facial recognition data as and when UNHCR determines that it wishes to implement such additional functionality. The Supplier shall define how any bi-modal systems will integrate with the fingerprint solution - sequentially, simultaneously, a combination thereof, or in series, (parallel, hierarchical and serial integration modes)	Must
3.1.1.4	The Supplier must complete the information contained at Appendix 1 (Quality Requirements) relating to the performance of their proposed System in Enrolment scenarios	Must
3.1.1.5	The Biometric Capture Device must be capable of capturing Biometric Data and creating a Biometric Record at Enrolment quickly and efficiently. The Supplier shall detail the time taken to : <ul style="list-style-type: none"> <li>• capture Biometric Data</li> <li>• perform Verification for Enrolment purposes (1:N); and</li> <li>• provide a response to the Operator</li> </ul>	Must
3.1.1.6	The System must not be able to create a Biometric Record without first having a proGres Record to which the Biometric Record is associated (except in the circumstances described in Section 3.1.3 (Emergency Enrolment))	Must
3.1.1.7	The Biometric Record created by the System at Enrolment must contain the following information: <ul style="list-style-type: none"> <li>• Biometric Data</li> <li>• proGres numeric identifier</li> <li>• Time and date of creation of Biometric Record</li> <li>• Operator who created the Biometric Record</li> </ul>	Must

Requirement No.	Requirement / Description	Criticality (MSCW)
3.1.1.8	<p>The Supplier shall provide suitable illustrations or documentation describing the proposed Enrolment process including the process for collecting Biometric Data from the following age (compatible with proGres) and range of PoCs:</p> <ul style="list-style-type: none"> <li>• Ages 0-4 years</li> <li>• Ages 5-14 years</li> <li>• Ages 14-59 years</li> <li>• Ages 60+ years</li> <li>• Persons with degraded or poor quality fingerprints</li> <li>• Persons with missing fingers</li> <li>• Persons with conditions affecting the iris e.g. cataracts</li> <li>• Persons with a missing eye</li> <li>• Persons with disfigured faces</li> </ul>	Must
3.1.1.9	<p>The Biometric Capture Device must be able to capture Biometric Data from PoCs from a variety of locations and occupations. As such, it is expected that a PoCs encountered may have particularly abraded fingerprints, a higher than typical instance of missing fingers or other such factors that may make collecting fingerprint Biometric Data problematic. Therefore, any Biometric Capture Device proposed by the Supplier should maximise the likelihood of capturing usable Biometric Data from such PoCs. The Supplier shall provide details of what features of the Biometric Capture Device address these issues and the impact of these features (if any) on the relevant Quality Requirements</p>	Must
3.1.1.10	<p>The Supplier shall provide details of whether different models of their proposed Biometric Capture Device are available that could potentially cope with varying scenarios of high volumes, low volumes, portable scenarios and desk-based scenarios or other potential Enrolment and Verification variations, provided it is understood at all times that any different models of Biometric Capture Device must capture sufficient quality of Biometric Data and provide compatible matching capabilities between models</p>	Could
3.1.1.11	<p>The Supplier shall ensure that the Biometric Capture Device has quality checking functionality such that the Operator is notified quickly of whether or not the Biometric Data captured at Enrolment is of sufficient quality to comply with the Quality Requirements</p>	Must
3.1.1.12	<p>The Supplier shall ensure that any communications to the Operator including on the quality of data captured or whether or not a match has been made (to a Biometric Record or to Biometric Data already held in the System) are presented in a clear and unambiguous way and can be readily understood by the Operator</p>	Must

Requirement No.	Requirement / Description	Criticality (MSCW)
3.1.1.13	The Supplier shall ensure that where the first attempt to capture Biometric Data that meets the Quality Requirements is unsuccessful, the System is capable of allowing multiple attempts by an Operator to capture Biometric Data that is of sufficient quality and notifying the Operator when such data has been successfully captured. In the event that the System has not captured Biometric Data of sufficient quality to meet the Quality Requirements after a defined number of attempts, the System should be capable of utilising the Biometric Data from the previous attempts that was closest to the required threshold to create the Biometric Record	Must
3.1.1.14	The Supplier could provide separate Biometric Capture Devices capable of capturing a single form of biometric (for example separate finger and iris scanning devices)	Could
3.1.1.15	The Supplier could provide a multi-modal Biometric Capture Device capable of capturing multiple biometrics simultaneously	Could
3.1.1.16	The Biometric Data captured by the Biometric Capture Device must be stored as a Biometric Record. The System must not allow the same Biometric Data to be stored against two different Biometric Records. If biometric templates are generated, the System must be capable of capturing and storing images in addition to templates	Must
3.1.1.17	Where the System utilises multiple different Biometric Capture Devices (for example a fingerprint scanner and iris capture), the System must store both sets of Biometric Data against the same Biometric Record	Must
3.1.1.18	The System must ensure that all Biometric Records contain fingerprint Biometric Data	Must
3.1.1.19	The Supplier shall ensure that the fingerprint Biometric Capture Device shall be capable of capturing not less than four fingerprints simultaneously. If the Supplier believes that the Quality Requirements can be met by capturing less fingers, this should explained with supporting evidence	Must
3.1.1.20	The Supplier shall ensure that where the Biometric Capture Device proposed captures irises, it shall be capable of capturing two irises simultaneously	Must
3.1.1.21	The Supplier shall ensure that where the Biometric Capture Device proposed performs facial recognition, it shall be capable of exporting the photograph captured for the Biometric Record to the proGres Record (and to other applications such as smart cards if required)	Must
3.1.1.22	The Supplier shall ensure that where the Biometric Capture Devices captures multiple biometric reference points such as multiple fingers or two irises, it is also capable of capturing less biometric reference points in the event that the PoC is for example missing a finger(s) or eye	Must
3.1.1.23	The System must be able to store Biometric Records in a Database that enables 1:1 and 1:N Verification. The Database will typically include Biometric Records for 200,000 PoCs nationally and Biometric Records for up to 10,000,000 PoCs globally	Must
3.1.1.24	The Supplier shall provide details of the time taken to complete a 1:1 and 1:N search and Verification against the Biometric Records held in the Database in Appendix 1 (Quality Requirements)	Must



Requirement No.	Requirement / Description	Criticality (MSCW)
3.1.1.25	The System must be capable of performing Enrolment in scenarios where there is limited or no connectivity in remote areas and the Supplier shall detail how it proposes to address this issue, such proposal must include options such as intermittent data reconciliation, use of satellite communications or the remote and disconnected use of local instances of the relevant Database. The Supplier shall detail the advantages and constraints such solution imposes on the System and any impact on the time taken to complete the relevant functions (e.g. 1:1 or 1:N Verification)	Must
3.1.1.26	The Supplier shall ensure that the Enrolment process performed by the System is efficient, non-threatening and non-invasive for the PoC concerned	Must
3.1.1.27	The Supplier shall ensure that the Enrolment process is capable of being performed by an Operator with limited technical knowledge and a minimum of training and experience. Accordingly, all actions relayed to or required of the Operator in the capture of Biometric Data or the creation of a Biometric Record should be simple, unambiguous and involve as few steps as possible to complete	Must
3.1.1.28	The Supplier shall ensure that fraudulent use of the System by the Operator, either in collusion with the PoC or independently, is minimised through appropriate System design including the inability to create duplicate Biometric Records, store the same Biometric Data against different Biometric Records or associate the same Biometric Record against multiple proGres Records	Must
3.1.1.29	The Supplier must ensure that when the Biometric Data belonging to a PoC is located in the System and the Operator views the Biometric Record, this must automatically direct the Operator to the proGres Record	Must

### 3.1.2. Verification

The Verification of a PoC typically takes place after initial registration when a PoC requires access to services or UNHCR has to verify individual identity for other purposes. This may include provision of food, non-food items (e.g. blankets, cooking utensils, etc.), access to education, shelter, provision of legal documents and many other forms of assistance. As such, UNHCR's assistance and solutions delivery requires a constant and vigilant identity management system as a PoC whose identity cannot be accurately verified may be able to claim identical benefits on multiple occasions. Additionally, these services are often provided in very high volumes and as such, the System must be able to verify the identity of the PoC and their entitlement to services quickly and accurately.

At present, a PoC has identity verified either through a biometric (where available) or through proGres itself. At registration, ProGres requires that an Operator collect personal details from the PoC and a unique identification number is accordingly assigned automatically. When subsequently providing

assistance (usually repeatedly over a period of many years), the same details are used to search proGres to determine whether the PoC is already registered and therefore entitled to access the relevant services and support from UNHCR.

It is envisioned that the System will give the Operator the option of performing Verification through proGres or through the System (and in the event of the future option being incorporated, through an identity document). Therefore, the System must allow an Operator to:

- locate a PoC through their proGres Record and then subsequently perform a 1:1 Verification against the associated Biometric Record, or
- through a 1:N Verification of the Biometric Record, locate a PoC and then subsequently view the associated proGres Record.

Finally it is also envisioned that the Verification process may also be used as an opportunity to re-capture or refresh the Biometric Data belonging to a PoC as required by the System.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.1.2.1	The Supplier must complete the information contained at Appendix 1 (Quality Requirements) relating to the performance of their proposed System in Verification scenarios	Must
3.1.2.2	The Supplier shall ensure that the System is capable of performing Verification whilst addressing the same challenges (such as variety of PoC backgrounds, difficult operating conditions etc.) as detailed in the Requirements for Enrolment	Must
3.1.2.3	The Supplier must ensure that an Operator can identify a PoC through capturing their Biometric Data and performing a 1:N Verification against the Biometric Database (or specified sub-set thereof as detailed in 3.1.2.13). Once the System has located the Biometric Record, the System should automatically direct the Operator to the associated proGres Record	Must
3.1.2.4	In the event that an Operator has searched and located the proGres Record belonging to a PoC, the Supplier must ensure that proGres notifies the Operator of whether a Biometric Record is associated to that proGres Record	Must
3.1.2.5	If a Biometric Record is not associated with a proGres Record, the System must enable the Operator to create a Biometric Record (at the Operator's discretion) in accordance with the Registration Requirements	
3.1.2.6	If an Operator has been notified that a proGres Record has a Biometric Record associated with it, the System must enable the Operator to perform a 1:1 Verification (using the Biometric Capture Device)	Must
3.1.2.7	The System must be able to Verify the Biometric Record of a PoC on a 1:1 basis as close to instantaneously as possible. The Supplier shall provide details of the actual Verification data for the System proposed, including factors that can increase or decrease the time taken to perform Verification including but not limited to size of population held on the Database and speed of data connection to Database	Must

Requirement No.	Requirement / Description	Criticality (MSCW)
3.1.2.8	The System must be capable of performing Verification in scenarios where there is limited or no connectivity. The Supplier shall detail how it proposes to address this issue, such proposal to include options such as intermittent data reconciliation, use of satellite communications or local instances of the Database	Must
3.1.2.9	The Supplier shall ensure that where the Biometric Data captured matches the Biometric Data held in a Biometric Record, the Operator receives a clear and unambiguous message that the PoC has been identified in accordance with the Quality Requirements and the Operator is then automatically directed to the associated proGres record for the PoC	Must
3.1.2.10	The Supplier shall ensure that if the identity of the PoC is not verified using Biometric Data and the PoC Biometric Record cannot be located, the Operator receives a clear and unambiguous message that the PoC has not been identified in accordance with the Quality Requirements and the Operator is then able to attempt to locate the PoC's proGres Record using the proGres system	Must
3.1.2.11	The Supplier shall ensure that where the Supplier or the System recommends that Biometric Data held in the Biometric Record be re-captured after a defined period of time, the Operator is notified when such time period has elapsed and is offered the option of capturing the Biometric Data of the relevant PoC the next time the proGres Record or Biometric Record belonging to that PoC is accessed. The Supplier shall detail the impact on the Quality Requirements if such re-capture of Biometric Data is not performed	Must
3.1.2.12	The Supplier should ensure that the System does not require any manual intervention from Operators or UNHCR personnel to perform the Verification process once initiated	Must
3.1.2.13	The Supplier must ensure that the System enables Operators to perform a 1:N Verification having previously selected certain sub-sets of data in the Biometric Database, for example selecting sex, age cohort, location etc.	Must
3.1.2.14	The System in performing 1:1 or 1:N search against the Database must specify match accuracy rates through False Positive Identification Rate (FPIR) and False Negative Identification Rate (FNIR) ROC (Receiver Operating Characteristic) curves. System match performance should be tuneable based on specified TAR and FAR rates. These rates should only be set by UNHCR system administrators and not Operators.	Must

### 3.1.3. Emergency Enrolment

The primary purpose of the proposed Emergency Biometric Enrolment Process is to capture, store and make available for comparison purposes the Biometric Data of a PoC. In an Emergency operation a PoC will have their biometrics captured and stored in a discrete Emergency database with no immediate interface with existing Enrolment, Verification or ProGres records. The data captured in an Emergency Operation will be used to ensure that the

identity of a PoC is secured and can be verified at a later date. This will also ensure that the actual number of persons and the population of the emergency are established correctly and that multiple registrations for duplicate services do not occur.

At present, the data captured at an Emergency registration is less than that captured during a full individual registration. Furthermore, it is also currently captured in varying manners with some UNHCR operations capturing the data of adults only and including disaggregated, anonymous family data (family size, ages, country of origin, etc. ) on the head of family's data record.

It is envisaged that the System will allow Operators to quickly and effectively Enrol a PoC in emergency scenarios (having ensured that they are not already Enrolled) and allow them to begin receiving services. To this extent, UNHCR would like Suppliers to provide quotations for a discrete Emergency System that interfaces with the System and with proGres.

**NOTE: The Requirements in this Section 3.1.3 should be included in Annex B (Financial Offer Form) under the heading "Emergency System". The Requirements in this Section 3.1.3 should NOT be included within the price for the System as requested in Annex B (Financial Offer Form)**

Requirement No.	Requirement / Description	Criticality (MSCW)
3.1.3.1	The Supplier shall ensure that the Emergency System is capable of performing Emergency Enrolment and is deployable within 24 hours of a declared emergency whilst addressing the same challenges (e.g. variety of PoC backgrounds, difficult operating conditions, intermittent or no connectivity) as detailed in the Requirements for Enrolment	Must
3.1.3.2	The Supplier should ensure that the Emergency System is capable of capturing Biometric Data as well as a photograph, name, date of birth, sex and two other fields of locally customised data ("an Emergency Record")	Must
3.1.3.3	The Supplier shall ensure that the Emergency System is capable of capturing the same Biometric Data using the same Biometric Capture Devices in accordance with the Quality Requirements to create an Emergency Record	Must
3.1.3.4	The Supplier shall ensure that the Emergency System comprises a discrete Emergency Database where Emergency Records can be stored. Distinct databases should be able to be created for separate UNHCR operations and locations. An Emergency Database will typically be required to contain Emergency Records for 80,000 PoCs	Must
3.1.3.5	The Emergency System must be able to allocating Emergency Records into groups to, for example, create a family group that contains multiple Emergency Records	Must

Requirement No.	Requirement / Description	Criticality (MSCW)
3.1.3.6	The Supplier should ensure that upon being no longer required, the Emergency Enrolment Database can be purged upon request by a System Administrator and all Emergency Records contained therein be deleted. This action should require substantial checks against accidental or unauthorised deletion	Must
3.1.3.7	The Emergency System must be capable of operating on a LAN for use in small dispersed locations	Must
3.1.3.8	The Supplier must ensure that it is possible to merge Emergency Records held in an Emergency Database with another Emergency Database and ensure that when merging Emergency Databases, the requirements detailed in Section 3.1.5 must be complied with	Must
3.1.3.9	The Supplier must ensure that it is possible to export an Emergency Record from the Emergency Database into the Database. When exporting an Emergency Record, the Requirements in Section 3.1.5 must be complied with	Must
3.1.3.10	The Supplier must ensure that when creating an Emergency Record, the Operator has the option of verifying the Biometric Data against the Database (or specified subset thereof) to determine whether or not the PoC is already Registered in the Database	Must

### 3.1.4. Emergency Verification

The Emergency Verification process allows UNHCR to identify and provide PoC with services in Emergency Situations. At the point of Verification a PoC will have their Biometric Data verified against the Emergency Database to ensure they can be identified and be provided access to services quickly and accurately.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.1.4.1	The Supplier shall ensure that the System is capable of performing Emergency Verification whilst addressing the same challenges (e.g. variety of PoC backgrounds, difficult operating conditions, intermittent or no connectivity) as detailed in the Requirements for Enrolment and Emergency Enrolment	Must
3.1.4.2	The Supplier shall ensure that the Emergency System complies with the Requirements for Verifying the identity of a PoC on the System	Must

### 3.1.5. De-duplication

Depending on achievable biometric image quality and design features of the system, it may be possible for duplicate biometric PoC records to be enrolled into the System which may need to be resolved periodically.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.1.5.1	The System must be capable of merging instances of the Database without allowing duplicate Biometric Records to be created. The Supplier should detail in their response the System performance characteristics for merging instances of the Database and the associated N:N verification	
3.1.5.2	The System must include functionality to identify and facilitate resolution of likely duplicate Biometric Records at all Database scales up to and including global level. Where the System does detect duplicate Biometric Records, the System must be capable of notifying the relevant Operator of the same and detailing which Biometric Records are duplicates	Must
3.1.5.3	De-duplication operations should be optimised to minimise impact on operational activities (for example a routine background process rather than a major annual exercise)	Could
3.1.5.4	The Supplier shall ensure that the System offers the functionality such that when instances of the Database are merged and duplicate Biometric Records are detected, the relevant Operator has the option of retaining the Biometric Record that best meets or exceeds the Quality Requirements	Must
3.1.5.5	The Supplier shall detail in their response what if any features are available (including but not limited to the use of selecting sub-sets of data) that will improve the performance of the Database merging operation and the associated N:N verification process	Must

### 3.2. Technical Requirements

The following section outlines the technical requirements for both the Hardware and Software of the proposed system, plus context around existing UNHCR systems and the Requirements to ensure the data is stored and transmitted in a secure manner. The IT Requirements have been broken down into the following areas:

- ICT Architecture
- Interoperability
- Data sharing
- Data migration

- IT Security

A short description of the proGres system is detailed below:

proGres is the system for managing individual and family registration for PoCs and supporting certain applications and operational processes such as Refugee Status Determination (“RSD”), Resettlement, Assistance and Protection. ProGres was first developed in-house in 2002 to meet UNHCR’s population data management requirements. Since then, proGres has been used extensively in over 75 countries and has become the main repository for storing personal data of PoCs to UNHCR. The proGres database contains more than 4.8 individuals of which around 2.8million records are active. ProGres also stores and manages information about the family relations, refugee claims, cases related to refugee status determination, protection, resettlement and other operational processes that the individual undergoes or is related to. The individual details are marked as closed in proGres only when the individual ceases to be of concern to UNHCR.

A new version of this system is currently being developed using the technical platform listed below:

1. Microsoft Dynamics CRM 2011 Enterprise Server
2. As for the client systems, Dynamics CRM provides 2 different types of clients: CRM Web Client, which is a browser-based web client to access CRM features and data; and CRM Outlook Client to access CRM features and data directly from Outlook.
3. MS SharePoint Server 2010 for document management
4. Electronic Data Exchange (EDE) will be handled by Microsoft BizTalk Server 2010
5. Microsoft SQL Server 2008 Enterprise Edition will be used as database to CRM, SharePoint, and BizTalk components.

### **3.2.1. ICT Architecture**

The ICT Architecture section outlines the Software and Hardware Requirements, the relationships between the different elements and how the System will operate in exceptional circumstances. UNHCR will provide ICT infrastructure and application support for all the products and technologies described in Section 3.2 Technical Requirements. This includes desktop computers, x64 virtual servers, storage and networking which will be configured as defined by the Supplier.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.2.1.1	The Supplier must specify System architecture, topology, sizing and overall quantities of all ICT components for the System	Must
3.2.1.2	In the event that the Supplier requires a different technological stack, the Supplier should provide capex and opex costs as options in their response	Should
3.2.1.3	<p>The Supplier shall provide the System comprising the System Hardware, the Software and any other parts of the System (but not including those specified to be provided by UNHCR (“Provided Items”). The Provided Items are as follows:</p> <ul style="list-style-type: none"> <li>• Microsoft Windows Desktop Computers</li> <li>• Microsoft Windows Laptop and Tablet Computers</li> <li>• Local Area Networking based on Ethernet standard protocols.</li> <li>• Wide Area Networking</li> <li>• Microsoft Windows x64 Servers (Physical and Virtual with Microsoft Hyper-V)</li> <li>• Power, Cooling and other environmental facilities to operate ICT equipment</li> </ul>	Must
3.2.1.4	The Supplier shall ensure that the items proposed, when combined with the Provided Items shall together form the System. Any item required to make the System operational that is not included in the Provided Items shall be the responsibility of the Supplier, whether or not such item is included in the Supplier’s response	Must
3.2.1.5	Where the item that the Supplier proposes is on the Provided Items list the Supplier should detail the number of those items required so that UNHCR can fully price the cost of the System	Must
3.2.1.6	The Supplier shall provide the Specifications and detailed descriptions of both the Software and Hardware that they propose to use in their response. Where any element of the System requires the Provided Items to be of a particular specification, the Supplier shall detail this	Must
3.2.1.7	The Supplier shall provide a detailed response outlining the relationships between the elements of Hardware, Software and network components	Must
3.2.1.8	The Supplier shall provide details regarding the relationship between functional components of the System	Must
3.2.1.9	The Supplier should detail how the configurations will differ in High-Availability (HA) and Disaster Recovery (DR) situations	Must



### 3.2.2. Interoperability

The following section outlines how the supplier shall provide Hardware and Software compatible or interoperable with existing (and planned) UNHCR technologies.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.2.2.1	<p>The Supplier must ensure that the Desktop Infrastructure is compatible with one of the following:</p> <ul style="list-style-type: none"> <li>• Microsoft Windows Desktop Computers</li> <li>• Microsoft Active Directory Authentication</li> <li>• Microsoft Office</li> </ul>	Must
3.2.2.2	<p>The Supplier must ensure that the Application/Platform Environment is compatible with one of the following:</p> <ul style="list-style-type: none"> <li>• Microsoft Dynamics</li> <li>• Microsoft SQL Server</li> <li>• Oracle Fusion</li> <li>• Oracle RDMS</li> </ul>	Must
3.2.2.3	<p>The Supplier must ensure that the Server and Network Infrastructure is compatible with one of the following:</p> <ul style="list-style-type: none"> <li>• X86 and X64 Processors</li> <li>• Microsoft Windows Servers</li> <li>• Linux Servers <ul style="list-style-type: none"> <li>▪ RedHat</li> <li>▪ Oracle Enterprise Linux</li> <li>▪ SUSE</li> </ul> </li> <li>• Microsoft Hyper-V Server Virtualization</li> <li>• Microsoft System Centre</li> <li>• Cisco Networking</li> </ul>	Must
3.2.2.4	<p>The Supplier shall ensure that the cost of making the System compatible with the capture of iris and/or facial biometric data is not included in the Base Price but is priced separately, such that UNHCR can determine the cost of the System and also the cost of making the System compatible with the capture of iris and/or facial biometric data. As such, the Base Price should not include the cost of any software pursuant to the capture of iris and/or facial biometric data</p>	Must

### 3.2.3. Wide Area Network Environment

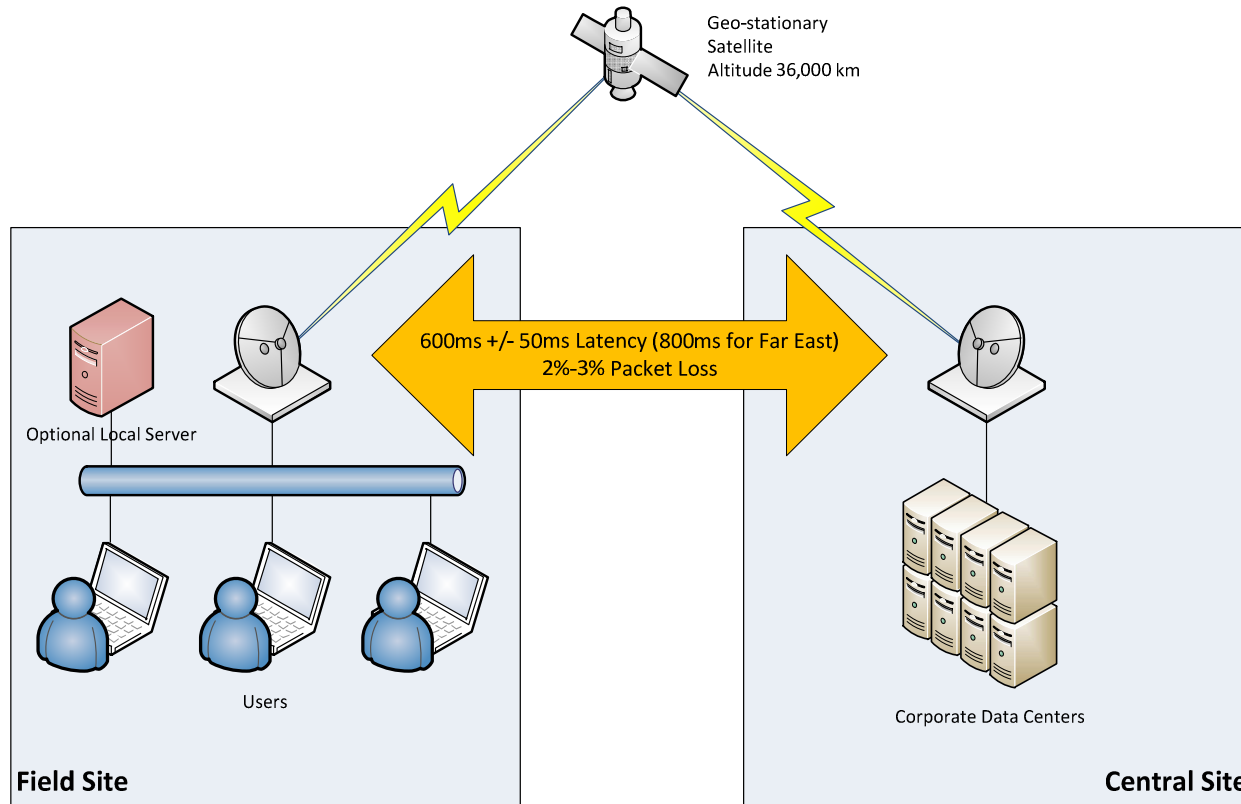
The following section outlines how the Supplier shall provide Hardware and Software compatible or interoperable with the specific conditions experienced on UNHCR's Wide Area Network infrastructure. Note that UNHCR's preference is not to have local servers. Should these be required, the Supplier must provide full and detailed system configuration of any local server or appliance required.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.2.3.1	The Supplier must ensure that the System is capable of operating with the following Network Protocols: <ul style="list-style-type: none"><li>○ Internet Protocols (TCP/IP, UDP, etc.) with support for both IPv4 and IPv6</li><li>○ HTTPS (TLS/SSL) encryption</li><li>○ Network Address Translation</li></ul>	Must

3.2.3.2

The Supplier must ensure that the System is capable of operating in approximately 150 UNHCR locations connected with VSAT connectivity:

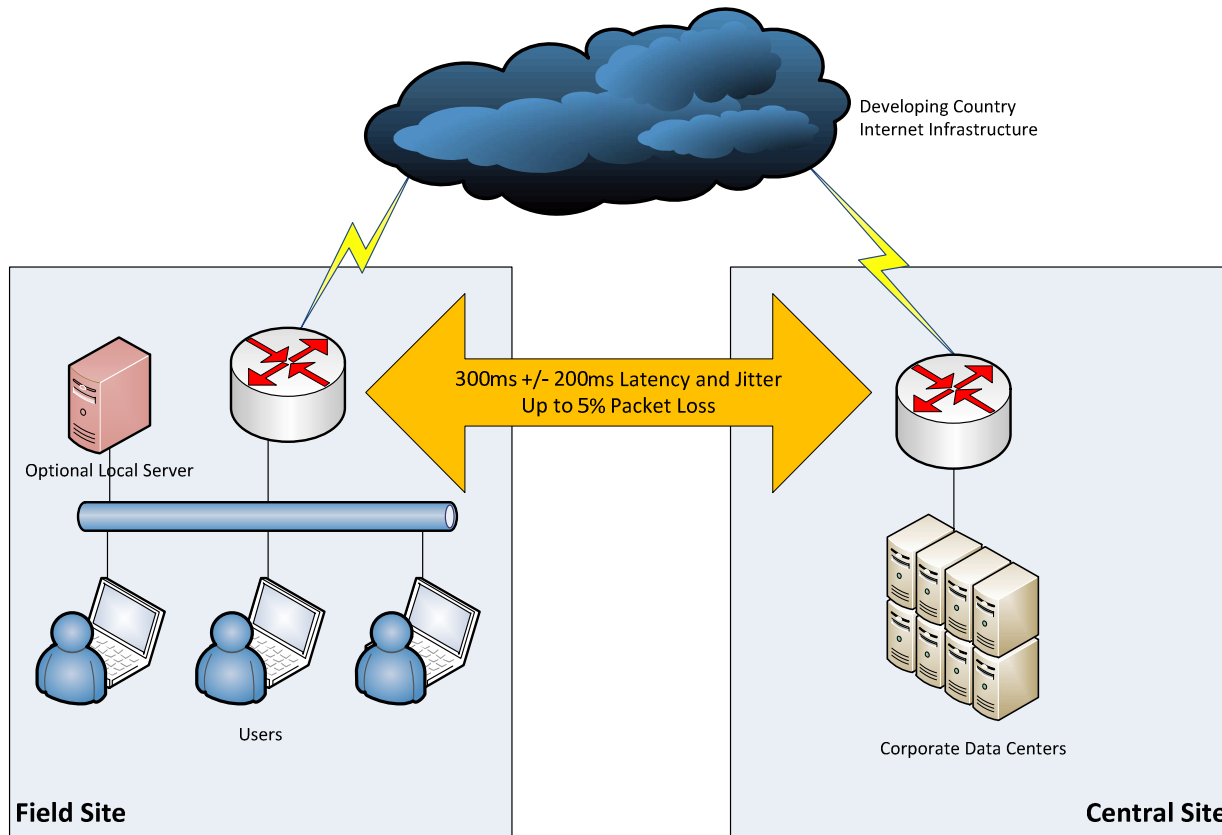
Must



3.2.3.3

The Supplier must ensure that the System is capable of operating in approximately 130 selected UNHCR locations connected with an local Internet provider:

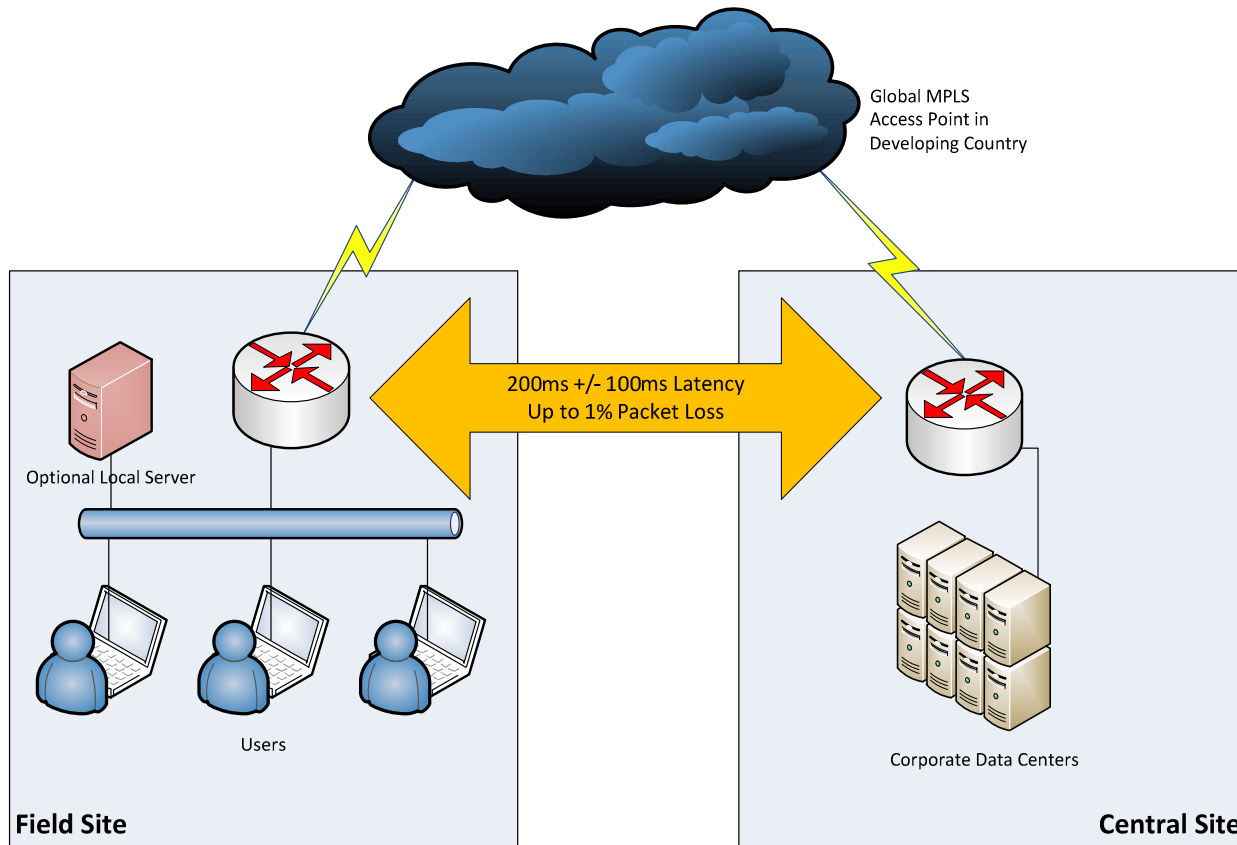
Must



3.2.3.4

The Supplier must ensure that the System is capable of operating in approximately 43 selected UNHCR locations connected with a MPLS provider:

Must



### 3.2.4. Data sharing

The data (including Biometric Data) that the new System will be recording will be highly sensitive and as a result the data when being shared should be secured in accordance with Commercial Best Practices.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.2.4.1	The Supplier shall ensure that the System processes and design should accord with ISO 27001:2005 for Information Security Management Systems	Must
3.2.4.2	The Supplier shall ensure that any information collected concerning a PoC should be stored only where and when it is needed to fulfil the approved purposes of the System	Must
3.2.4.3	The Supplier shall ensure that all data that is transmitted by the System must be encrypted to an appropriate industry/commercial standard to avoid accidental or malicious loss of data	Must
3.2.4.4	The Supplier shall ensure that when any personal data (including Biometric Data) is transmitted it should be digitally signed as soon as it is recorded, for subsequent checking of integrity on receipt	Must
3.2.4.5	The Supplier shall ensure that Biometric Data is stored separately in any Database from personal data such that the impact of any loss of data is minimised	Should
3.2.4.6	The Supplier shall ensure that any and all attempts to access, modify, duplicate or otherwise interact with data is traceable by a System Administrator with appropriate permissions	Must
3.2.4.7	The Supplier shall ensure that the Biometric Data when transmitted can be proven to originate from an approved point and accepted by the target System	Must
3.2.4.8	The Supplier shall ensure that the Biometric Data when transmitted can only be accessed by the intended recipient and cannot be substituted with alternative data	Must
3.2.4.9	The Supplier shall ensure that the Biometric Data when transmitted does not suffer degradation or become irrevocably lost if there is network or power outages	Must
3.2.4.10	System APIs/SDKs should use the BioAPI 2.0 standard or equivalent to facilitate the use of biometric devices from a range of vendors	Should
3.2.4.11	The Supplier shall ensure that all Biometric Data is transmitted in accordance with industry standard for image quality, such as that specified in Appendix 1	Must

### 3.2.5. Data migration

UNHCR have over 1 million fingerprints captured in templates through its current System BioRegistrator and over 500,000 of Iris records captured in the UNHCR iris system. UNHCR would like to make use of existing records in any new System but the quality of the existing records is currently unknown. Therefore adding the existing records directly into a new System will not be a requirement – however, UNHCR would like to understand whether such existing records can be utilised by the System.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.2.5.1	The Supplier must ensure than any new Biometric Records are stored separately from existing biometric records to avoid pollution of either Database	Must
3.2.5.2	The Supplier could ensure that any new System is capable of using the existing fingerprint biometric records. This should be performed by converting the image collected using the Biometric Capture Device into a template suitable for comparison with the existing biometric data held by UNHCR. The Supplier should outline how this would be achieved in their response and cost this option	Should
3.2.5.3	The Supplier could ensure that any new System is capable of using the existing Iris biometric records by way of conversion. The Supplier should outline how this would be achieved in their response and cost this option	Should
3.2.5.4	The Supplier must ensure that the System stores the Biometric Data in the Biometric Record in the form of an image	Must
3.2.5.5	The Supplier should provide a price for capturing proprietary templates of the Biometric Data and storing this in the Biometric Record with the Biometric Data image	Should

### 3.2.6. IT Security

As previously stated, the System will be capturing, transmitting and storing highly sensitive personal data. UNHCR will require any new System to conform to industry and commercial best practice in regard to IT Security.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.2.6.1	The Supplier shall ensure that System resources (for example System ports) on all Hardware devices should be disabled if not required	Must
3.2.6.2	The Supplier shall provide firewall technology for all System Hardware devices to prevent external attacks	Must
3.2.6.3	The Supplier shall ensure that Anti-malware software should be used on all applicable Hardware devices to mitigate against the introduction of malicious software and code	Must

Requirement No.	Requirement / Description	Criticality (MSCW)
3.2.6.4	The Supplier shall ensure that the OS and other patches should be applied in line with UNHCR IT security policies as provided from time to time	Must
3.2.6.5	The Supplier shall ensure that the System allows tiered access so privileges levels can be set to reflect seniority, responsibility and allow segregation of duties	Must
3.2.6.6	The Supplier shall ensure that the following roles are created in the System: System Administrator, Local Administrator and Operator. The System Administrator must be able to add, delete and modify roles and access levels	Must
3.2.6.7	The Supplier shall ensure that the System allows each Operator to have a unique and individual account access protected by a strong password that conforms to ISO 27001:2005 and allows Operators to change their password when required. The System should forces Operators to re-enter a password after a period of idle time	Must
3.2.6.8	The Supplier shall ensure that the System allows each Operator to log out at any time	Must
3.2.6.9	The Supplier shall ensure that the System has the ability to permanently delete stored Biometric Data as required and following appropriate controls to prevent accidental deletion. The System should ensure that permanent deletion can only be performed by a level of seniority to be specified by UNHCR	Must
3.2.6.10	The Supplier must allow an external Penetration Test or vulnerability scan to be performed against the System. It will be performed by a different organisation to the one that developed the application	Must

### 3.3. Non Functional Requirements

The Non Functional Requirements represent the Requirements that capture the quality aspects of the System plus additional Requirements not covered by the previous two sections.

The Non Functional Requirements have been broken down into the following areas:

- Operational
- Logistical
- Training
- Reporting and Audit
- Corporate and Social Responsibility (CSR)
- Standards
- Business Continuity and Disaster Recovery (BC/DR)



- Future requirements of the System

### 3.3.1. Operational

UNHCR operate in many different environments around the world and has a presence in over 100 countries. As such, the System must be able to be used in a variety of conditions, require limited maintenance and be operational from the date of deployment.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.3.1.1	The System and in particular the Biometric Capture Device to be provided by the Supplier must be suitable for use in a range of temperatures, environments and operating conditions associated with use in the developing world and locations where access to resources is limited. Therefore all elements of the System should be designed for use in these conditions and should not be susceptible to frequent failures or malfunctions as a result of use in hostile environments	Must
3.3.1.2	The Supplier shall ensure that the System Hardware is capable of performing to the required specifications and in accordance with the Quality Requirements in temperatures ranging from 0 to 40 C and humidity ranging from 10 to 90 %. The Supplier shall detail the operational limits of the System in their response	Must
3.3.1.3	The Supplier shall ensure that the Biometric Capture Devices are capable of operating without deterioration in locations where foreign objects including but not restricted to dust and sand are prevalent	Must
3.3.1.4	The System Hardware shall be capable of indicating to the relevant Operator whether its performance or functionality has deteriorated and indicating to the Operator the nature of the deterioration	Must
3.3.1.5	Where the Supplier has the ability to diagnose or fix any element of the System remotely, these capabilities should be documented in the Supplier's response	Must
3.3.1.6	The Supplier shall provide details of the operating parameters of the Biometric Capture Device including factors such as display interfaces, power charging method (and if by battery, the operating time between charges) and portability requirements	Must
3.3.1.7	UNHCR generally operates with no support or maintenance personnel in field locations and varying levels of technical experience among System operators. Therefore, the System should be designed to be intuitive to use and so that no specialist maintenance need to be performed by UNHCR personnel	Must
3.3.1.8	The Supplier shall upon request provide setup assistance the first deployment of the System on location	Must

### 3.3.2. Logistics

The System must be capable of being readily transported to these different locations using existing infrastructure. As well as being mobile enough to be transported to multiple different locations, the System must be capable of being stored for extended periods of time in a warehouse, being transported at short notice and then functioning once it has arrived and not being damaged either during transit or operation in hostile environments.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.3.2.1	The Supplier shall be responsible for delivering the System Hardware DDP to the UNHCR Warehouse in Geneva, Switzerland. All pricing provided by the Supplier should be based on DDP delivery of relevant items to this location	Must
3.3.2.2	The Supplier shall ensure that the System Hardware is delivered in a robust Storage Case which is capable of protecting the System Hardware from temperatures ranging from -20 to 50 C and humidity of 0 to 90%	Should
3.3.2.3	The relevant System Hardware must be delivered in a robust Storage Case which is suitable for storing the System Hardware for extended periods of time (up to 24 months), is water resistant and is capable of protecting the System Hardware from foreign objects including but not restricted to dust and sand	Must
3.3.2.4	The Supplier shall ensure that the Storage Case is capable of being unpacked and re-packed for use in multiple deployments	Must
3.3.2.5	The System Hardware must be delivered in a Storage Case that protects the System Hardware during transportation over rough terrain, through the use of foam cut-outs or other such similar methods	Must
3.3.2.6	The Supplier shall ensure that the System Hardware is delivered in a Storage Case which is capable of being transported by air and using air freight pallets	Must
3.3.2.7	The System Hardware must be packaged in Storage Cases containing one complete unit per Storage Case. Where the System Hardware comprises multiple components for a single functioning unit (for example Biometric Capture Device(s) and power cable), the Supplier shall ensure that each Storage Case contains all components to make one fully functioning unit	Must
3.3.2.8	The Supplier shall ensure that the weight of the System Hardware (including Storage Case) is kept to a minimum to avoid additional Air Freight costs. The weight of the Storage Case when fully loaded shall be detailed in the Supplier's response	Should
3.3.2.9	The Supplier shall provide a standard delivery time from the point of receiving a purchase order to DDP receipt at the UNHCR Warehouse. The Supplier shall be obliged to maintain this standard delivery time for the duration of the Agreement	Must
3.3.2.10	The Supplier shall provide an exceptional delivery time from the point of receiving a purchase order to receipt at the UNHCR Warehouse for periods of high demand. The Supplier shall be obliged to maintain this exceptional delivery time for the duration of the Agreement	Must
3.3.2.11	The Supplier shall inform UNHCR if any parts of the System are subject to specific export restrictions for any country	Must

Requirement No.	Requirement / Description	Criticality (MSCW)
3.3.2.12	In the event that any parts of the System are subject to specific export restrictions, the Supplier shall notify UNHCR which parts of the System these restrictions apply to and which locations	Must
3.3.2.13	The System Hardware must be supplied with a warranty period of not less than 24 months	Must
3.3.2.14	As no in-bound quality check is performed on System Hardware, the warranty period for the System Hardware shall be deemed to commence on date of deployment by the UNHCR from Geneva and not from time of delivery by the Supplier	Must
3.3.2.15	The Supplier shall ensure that parts for the System Hardware and any other relevant aspects of the System shall be available for the duration of the Agreement, including any warranty period that may extend beyond the term of the Agreement	Must

### 3.3.3. Training

The Supplier may be required to perform training for specified UNHCR staff and shall be required to provide manuals to ensure the System can be used successfully once in operation.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.3.3.1	The Supplier shall ensure that members of UNHCR staff are trained to use the System to a level that enables them to train other UNHCR staff members. Such training shall be performed at UNHCR Headquarters and must be conducted by fully qualified members of Supplier personnel (or their relevant subcontractor personnel where applicable) and should be available in the English language or French language, as requested by UNHCR	Must
3.3.3.2	The Supplier shall provide training that covers the correct use of the Biometric Hardware and System Software, Security, integrity of the data and exceptions	Must
3.3.3.3	The Supplier shall provide a user manual and support documentation for each unit of System Hardware, to be made available in electronic or hard copy as requested	Must
3.3.3.4	The Supplier shall ensure that each user manual and support documentation is available in English, French, Arabic, Russian and Spanish	Must
3.3.3.5	The Supplier shall provide refresher training to UNHCR personnel upon request for the duration of the Agreement. The Supplier shall provide details of the cost of providing such training with such costs to be fixed for the duration of the Agreement	Must

**3.3.4. Finance and VFM**

Requirement No.	Requirement / Description	Criticality (MSCW)
3.3.4.1	The Supplier must provide all costs on an open book basis showing itemised costs for Hardware (including any IT Hardware and Biometric Capture Devices), Software (including any one-off or recurring licence fees), IT Manpower, Management Overheads and Supplier Profit. The Supplier must be prepared to provide further breakdowns of any cost areas upon request	Must
3.3.4.2	The Supplier must ensure that all costs provided to UNHCR for the System are provided on a "most favoured customer" basis and that all aspects of the proposal comply with best practice value for money requirements	Must
3.3.4.3	Where the Supplier is aware of any innovations, options, purchase opportunities or any other method that could reduce the cost of the System the Supplier should notify UNHCR of these innovations, options, purchase opportunities or other methods such that UNHCR can decide in its sole discretion whether to take advantage of the same	Must
3.3.4.4	The Supplier must provide the following pricing information requested in Annex B (Financial Offer Form)	Must

**3.3.5. Management Information and Audit**

UNHCR will require the functionality to create and run Management Information and Audit reports that allow review and consolidation of the data and prevention of fraudulent practices. Due to the differing nature of operations around the globe UNHCR will require a solution that will allow users to create, manipulate and change their own reports.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.3.5.1	The Supplier should ensure that the System can produce management information reports that utilise the same data (i.e. categories, category definitions, frameworks and formulae for calculation of indicators) as inputted by the Operators. The Supplier should ensure that the full range of audit function available with the System is specified in their response	Should
3.3.5.2	The Supplier must allow data extracted from the System to be manipulated using a business intelligence or data warehouse interface	Must
3.3.5.3	The Supplier must ensure that Operators will be able to define how they want to view and distribute their reports. For example Excel or PDF or equivalent	Must
3.3.5.4	The System must allow specified UNHCR personnel to access audit logs allowing them to see who has created, transmitted,	Must

	viewed or deleted any data (including Biometric Data) held	
3.3.5.5	The Supplier must ensure that access to Management Information or Audit Logs is determined and tiered by Operator access levels	Must
3.3.5.6	The Supplier should ensure that the System can provide details of the System performance (including performance against the Quality Requirements and other industry standard metrics such as Failure to Acquire) or that the System requires the Operator to input where for example a false non-match on a 1:N search has been returned	Should
3.3.5.7	The Supplier should ensure the System can produce management information reports on biometric factors such as image capture quality or biometric search times for 1:1 and 1:N biometric searches.	

### 3.3.6. Environmental and CSR

Requirement No.	Requirement / Description	Criticality (MSCW)
3.3.6.1	The Supplier must provide a copy of their Corporate and Social Responsibility statement and share any subsequent updates or changes with UNHCR as they occur for the duration of the Agreement	Must
3.3.6.2	The Supplier must ensure that all aspects of the System are delivered in accordance with good environmental practice and that appropriate steps are taken to minimise any damaging environmental impact associated with the System	Must

### 3.3.7. Standards

Requirement No.	Requirement / Description	Criticality (MSCW)
3.3.7.1	Proposed Systems must comply with the following International Standards: Biometric data: - ISO/IEC 19785-1 Common Biometric Exchange Formats Framework - ISO/IEC 19794 Biometric data interchange formats Security: - FIPS 201: Personal Identity Verification (PIV) of Federal Employees and Contractors (including for any smartcard components, CMS Authentication Standards 2011 and Acceptable Risk Safeguards) - FIPS-201-2 Next iteration of FIPS-201, currently under final review and pending release in Q1, 2013. - ITU X.509 Public-key and attribute certificate frameworks - NIST SP 800-76 Biometric Data Specification for PIV	Must

	- NIST SP 800-78 Cryptographic Algorithms and Key Sizes for PIV	
3.3.7.2	References to or application of Cloud computing should be consistent with the following guidelines: - The NIST Definition of Cloud Computing SP800-145 - Guidelines on Security and Privacy in Public Cloud Computing SP800-144	Must

### 3.3.8. Business Continuity and Disaster Recovery

Requirement No.	Requirement / Description	Criticality (MSCW)
3.3.8.1	The Supplier must provide details of it how proposes to mitigate the impact to UNHCR of any business continuity event during the Agreement	Must
3.3.8.2	The Supplier must provide details of its disaster recovery capability that it will utilise during the course of the Agreement	Must
3.3.8.3	The Supplier should provide details of any business continuity or disaster recovery accreditations that it holds such as ISO 22301 or similar	Must

### 3.3.9. Future Requirements

UNHCR will require the proposed System to be in operation for a minimum of a ten year period. In this period UNHCR may wish to issue smart cards in the future that store the PoC Biometric Data and possibly additional information.

Requirement No.	Requirement / Description	Criticality (MSCW)
3.3.9.1	The Supplier shall ensure that the PoC Biometric Data is capable of being stored on a smartcard and that the System offers UNHCR the ability to issue smartcards with no material alterations to the System. One of the envisioned benefits of smartcards is that UNHCR (and potentially its partners) will be able to perform 1:1 Verifications in scenarios where there is limited or no connectivity	Must
3.3.9.2	Where any of the Requirements detailed in this document would materially inhibit UNHCR's ability to issue smartcards using the System at some point in the future, the Supplier shall notify UNHCR of the same. The Supplier shall ensure that any costs associated with ensuring the System is capable of issuing smartcards are included in their response	Must
3.3.9.3	Smartcard capabilities of the System proposed must be able to comply with the following standards:	Must

	<ul style="list-style-type: none"> <li>- ISO/IEC 7816 Identification cards — Integrated circuit cards</li> <li>- ISO/IEC 14443 Identification cards — Contactless integrated circuit cards</li> <li>- ISO/IEC 19795-7 Testing of on-card biometric comparison algorithms</li> <li>- ISO/IEC 24787-1 Identification cards — On-card biometric comparison</li> <li>- ICAO TAG-MRTD/17-WP/11 standard Extended Access Control</li> </ul>	
3.3.9.4	<p>Smartcard capabilities of systems proposed must be able to operate with the following platform products:</p> <ul style="list-style-type: none"> <li>- MS Windows® Smart Card Framework</li> <li>- Microsoft Forefront Identity Manager</li> <li>- Forefront Threat Management Gateway (TMG)</li> </ul>	Must
3.3.9.5	<p>Systems proposed should comply with the following personal identity security and financial guidelines where applicable:</p> <ul style="list-style-type: none"> <li>- NIST SP-800 Series guidelines</li> <li>- Europay MasterCard Visa (EMV) Issuer and Application Security Guidelines - May 2012 2.3</li> <li>- Europay MasterCard Visa (EMV) Acquirer and Terminal Security Guidelines - May 2012 1.0</li> </ul>	Must

## 4. Definitions

Definition	Description
<b>Agreement</b>	Shall mean the agreement entered into between UNHCR and the Supplier for the provision of the equipment and the services
<b>Headquarters</b>	Shall mean UNHCR headquarters. 94, rue de Montbrillant, 1202 Geneva, Switzerland
<b>Base Price</b>	Shall mean the price for the System, such price to exclude the additional options requested in this RFP
<b>Biometric Capture Device</b>	Shall mean the device provided used by the Supplier for use by UNHCR to capture the Biometric Data of a PoC
<b>Biometric Data</b>	Shall mean the biometric data belonging to a PoC that is captured by the Biometric Capture Device
<b>Biometric Record</b>	Shall mean the record in the Database containing the Biometric Data belonging to an individual PoC that is associated to a proGres record through the proGres numeric identifier
<b>Database</b>	Shall mean the database that is used by the System to store the Biometric Records
<b>Emergency Enrolment</b>	Shall mean the process of Enrolling a PoC in an Emergency Situation
<b>Emergency Database</b>	Shall mean a Database created to capture the Biometric and personal data of a PoC involved in an Emergency Situation
<b>Emergency Situation</b>	Shall mean a situation designated as such by UNHCR
<b>Enrolment</b>	Shall mean the process of capturing the Biometric Data belonging to a PoC, creating a Biometric Record and storing it in the System
<b>Operator</b>	Shall mean the UNHCR personnel using the System
<b>Person of Concern (PoC)</b>	Shall mean a person designated as such by the UNHCR
<b>proGres</b>	Shall mean the UNHCR bio data system more particularly described in section 3.2 of these Requirements
<b>proGres Record</b>	Shall mean the data collected in the proGres system relating to a PoC and identified by a numeric identifier to which the Biometric Record must be associated
<b>Provided Items</b>	Shall mean the items listed at Requirement 3.2.1.3
<b>Quality Requirements</b>	Shall mean the quality requirements with which the System must comply as more particularly described in Appendix 1 (Quality Requirements) or as otherwise detailed in the Requirements
<b>Registration</b>	Shall mean the recording, verifying, and updating of information on persons of concern ("PoC") to UNHCR with the aim of protecting and documenting them and of implementing durable solutions
<b>Registration Database</b>	Shall mean the database where biometric data and personal data is stored
<b>Requirements</b>	Shall mean the requirements contained in this RFP, including but not limited to those contained in Annex A, Part 2
<b>Storage Case</b>	Shall mean the case in which the Equipment is packaged for transit by the Supplier (and which may subsequently be



Definition	Description
	used by UNHCR when moving the Equipment) that complies with the Requirements
<b>Supplier</b>	Shall mean the party who has been selected to perform and fulfil the contracted requirements
<b>System</b>	Shall mean the end to end solution for the capture of fingerprint Biometric Data to be provided by the Supplier to UNHCR in accordance with the Requirements
<b>System Administrator</b>	Shall mean the UNHCR person(s) with full system access rights
<b>System Hardware</b>	Shall mean the hardware provided by the Supplier for use by UNHCR including but not limited to Biometric Capture Devices and such other related equipment as required by the System to meet the Requirements but excluding the Provided Items
<b>System Software</b>	Shall mean the software provided by the Supplier for use by UNHCR including but not limited to database, matching and integration software and such other related software as required by the System to meet the Requirements
<b>UNHCR Warehouse</b>	Shall mean the UNHCR Warehouse in Geneva, Switzerland
<b>Verification</b>	Shall mean the process of determining whether or not the Biometric Data relating to the relevant PoC is held in the System or not, either through a 1:1 search, a 1:N search or an N:N search

## 5. Appendix 1 – Quality Requirements

In this section, the following terms are taken to be equivalent and FPIR and FNIR are used for both enrolment and verification:

A) False Accept Rate FAR (% of incorrect verifications); False Positive Identification Rate FPIR, and; False Match Rate FMR.

B) False Reject Rate FRR; False Negative Identification Rate FNIR, and; False Non-Match Rate FNMR.

### Operating principles

UNHCR operates on the belief that PoCs should not be denied protection and benefits unless there is high confidence that this is the correct outcome.

Therefore UNHCR requires the balance of the system to be towards high accessibility rather than high security, while maximising the quality of biometric data in the system.

### Indicative quality requirements\* for enrolment

- FPIR – c. 1% or lower
- FNIR – c. 0.1% or better (FNIR and FPIR are inter-dependent)
- Failure To Enroll Rate: Not specified but to be minimized by the solution

\*The Supplier should stipulate the exact FPIR, FNIR and FTER of the System they have proposed

False positives will require additional identification steps being required. Following these it will be necessary to enrol the PoC's biometrics to ensure their access to services.

False negatives will result in duplicate enrolments, possibly with different associated identities, requiring subsequent operations to resolve.

Failures To Enrol are highly undesirable and must be minimised by technical and procedural design aspects of the solution.

### Indicative quality requirements\*\* for verification

A low False Negative Identification Rate is required at Verification to avoid denying services to legitimate PoCs. In order to achieve that, a relatively high False Accept/Match Rate is acceptable. The indicative Quality Requirement 'targets' for the System at Verification are:

- FNIR – c. 0.01% or lower (the priority)

- FPIR – c. 1% or lower

\*\*The Supplier should stipulate the exact FNIR and FPIR of the System they have proposed

False positives may result in services being provided to non-enrolled persons.

**Performance: 1-N matching time**

For the System you are proposing please specify and include in your response how long it will take to provide a 1-N match based on differing numbers of Biometric Records in the Database. Please specify the assumptions that underpin the data, for example speed of connection and specification of matching solution.

No of Biometric Records (N)	1-N Match time against Database (mins:secs) for Fingerprints	1-N Match time against Database (mins:secs) for Iris	1-N Match time against Database (mins:secs) for Facial Recognition	1-N Match time against Database (mins:secs) for Multi-Modal
100,000				
250,000				
500,000				
1,000,000				
2,500,000				
5,000,000				
10,000,000				

**Performance: 1:1 matching time**

For the System you are proposing please specify and include in your response how long it will take to provide a 1:1 match result based on differing numbers of Biometric Records in the Database. Please specify the assumptions that underpin the data, for example speed of connection and specification of matching solution.

No of Biometric Records (N)	1-1 Match time against Database (mins:secs) for Fingerprints	1-1 Match time against Database (mins:secs) for Iris	1-1 Match time against Database (mins:secs) for Facial Recognition	1-1 Match time against Database (mins:secs) for Multi-Modal
100,000				
250,000				
500,000				
1,000,000				
2,500,000				
5,000,000				
10,000,000				

**Quality and Performance options to reduce cost**

The accuracy and performance of biometric systems can have a significant impact on the cost of solutions. UNHCR would like to understand from bidders what reductions in the performance and/or accuracy levels (specified above) would be necessary to reduce the cost of the proposed solution significantly.

Please describe how your proposed solution would be altered to deliver less accurate results or lower performance in order to reduce the cost of the System.

Please state your estimated corresponding reduction in purchase and direct maintenance and support costs.

## 6. Appendix 2 – Compliance Matrix

The compliance matrix template below details the format for the Supplier’s compliance matrix. The Supplier must ensure that each Requirement is addressed and their explanation of how this will be met is documented as well as any other Requirements that are met by that response.

Requirement Number	Supplier Response	Related Requirement Number(s)	Requirement Status
[INSERT REQUIREMENT NUMBER]	[DETAIL RESPONSE OF HOW THIS REQUIREMENT WILL BE MET. REFERENCE MAY BE MADE TO OTHER PARTS OF THE SUPPLIER’S RESPONSE]	[INSERT ANY OTHER REQUIREMENT NUMBER(S) MET BY THIS RESPONSE]	[INSERT EITHER “FULLY COMPLIANT”, “PART COMPLIANT” OR “NON-COMPLIANT”]

### **Annex A, Part 3 – Use Cases & Process Maps**

Please see the following pages.

### **Annex A, Part 4 – Scoring Matrix**

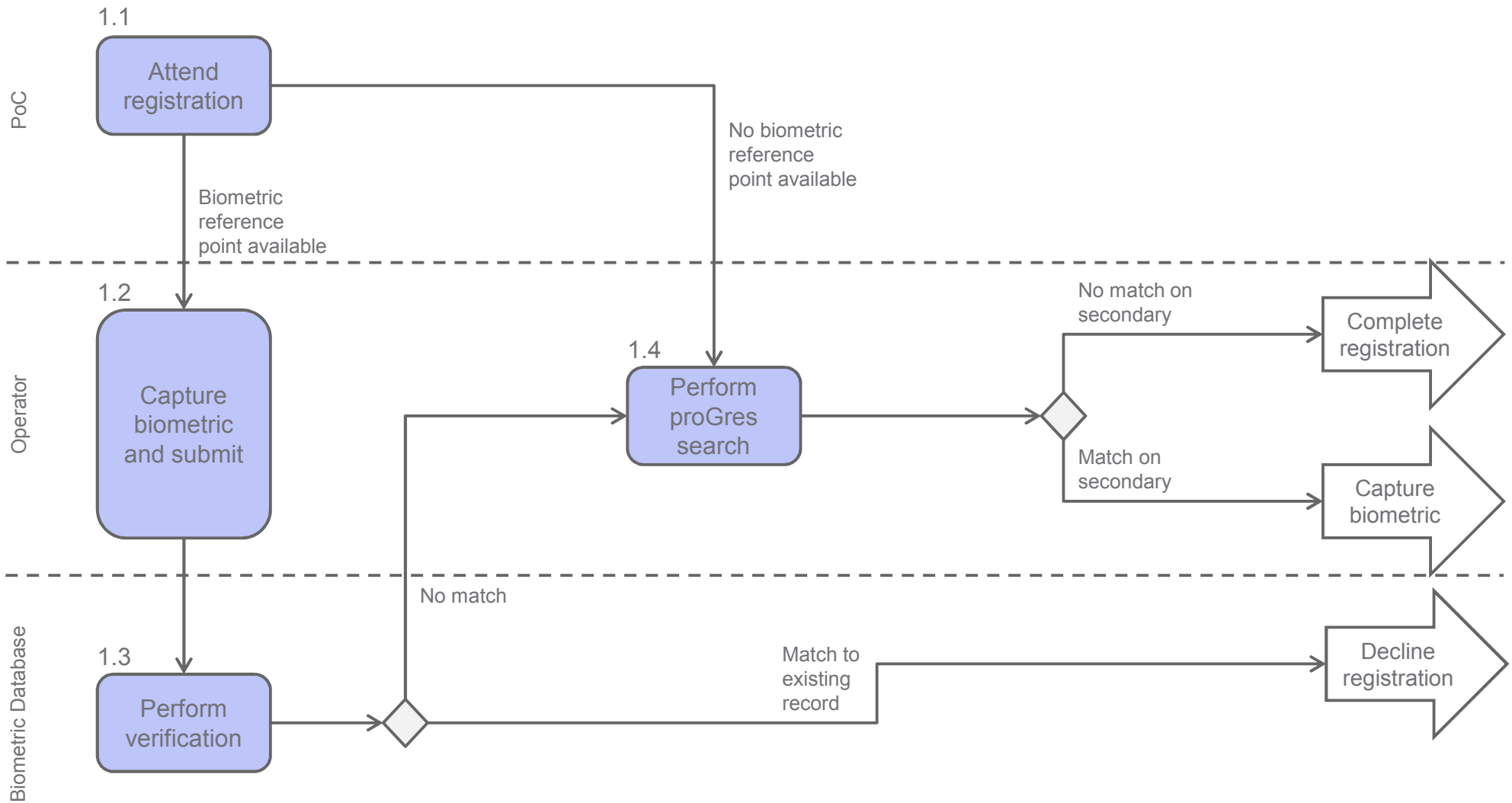
Please see the following pages.



# **Biometrics Use Cases & Process Maps**

Annex A Part 3

# “As Is” Enrolment Process





# “As Is” Enrolment Process

---

## Step 1.1 – Attend Enrolment / Registration

PoC attends registration point and informs Operator he is seeking to register. If no biometric reference point is available (e.g. PoC is missing fingers), proceed straight to step 1.4.

## Step 1.2 – Capture Biometric and Submit

Operator captures PoCs biometric and submits to database.

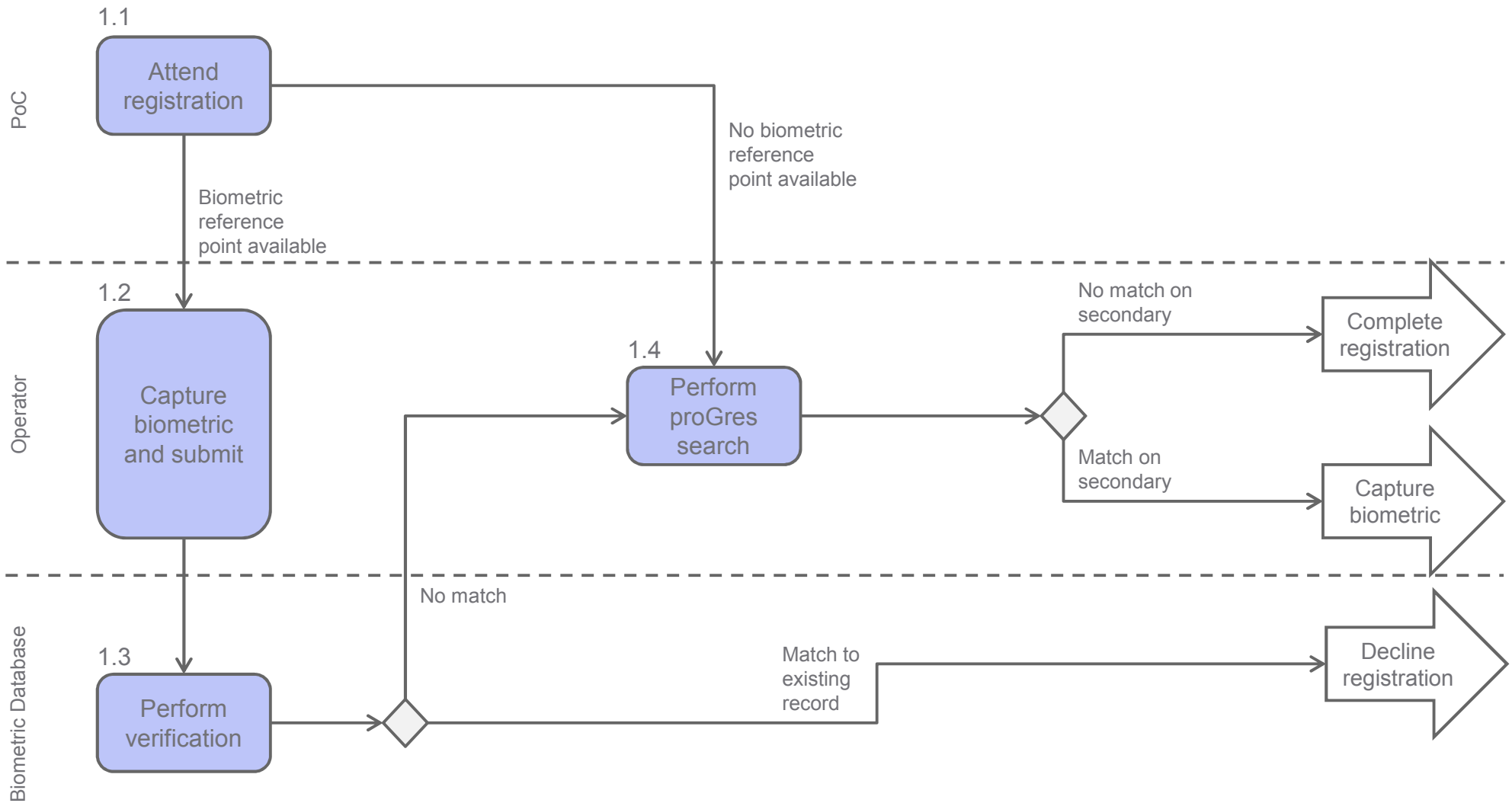
## Step 1.3 – Perform Biometric Verification

Database performs verification against agreed record set and returns response to Operator. Responses received could include no match, match of biometric under different name or match of biometric. If no match is found and proGres record can't be located, Operator performs secondary check.

## Step 1.4 – proGres Verification

Operator performs secondary match to proGres database. If no match is found at secondary check and PoC has two negative matches, Operator proceeds to complete registration. If no match was found at primary check but a match is found at secondary check (indicating PoC is registered but biometric data has not been captured), biometric data captured on Biometric Capture Device could be assigned to existing record.

# Example "To Be" Enrolment Process



# “To Be” Enrolment Process

---

## Step 1.1 – Attend Enrolment / Registration

PoC attends registration point and informs Operator he is seeking to register. If no biometric reference point is available (e.g. PoC is missing fingers), proceed straight to step 1.4.

## Step 1.2 – Capture Biometric and Submit

Operator captures PoCs biometric and submits to database.

## Step 1.3 – Perform Biometric Verification

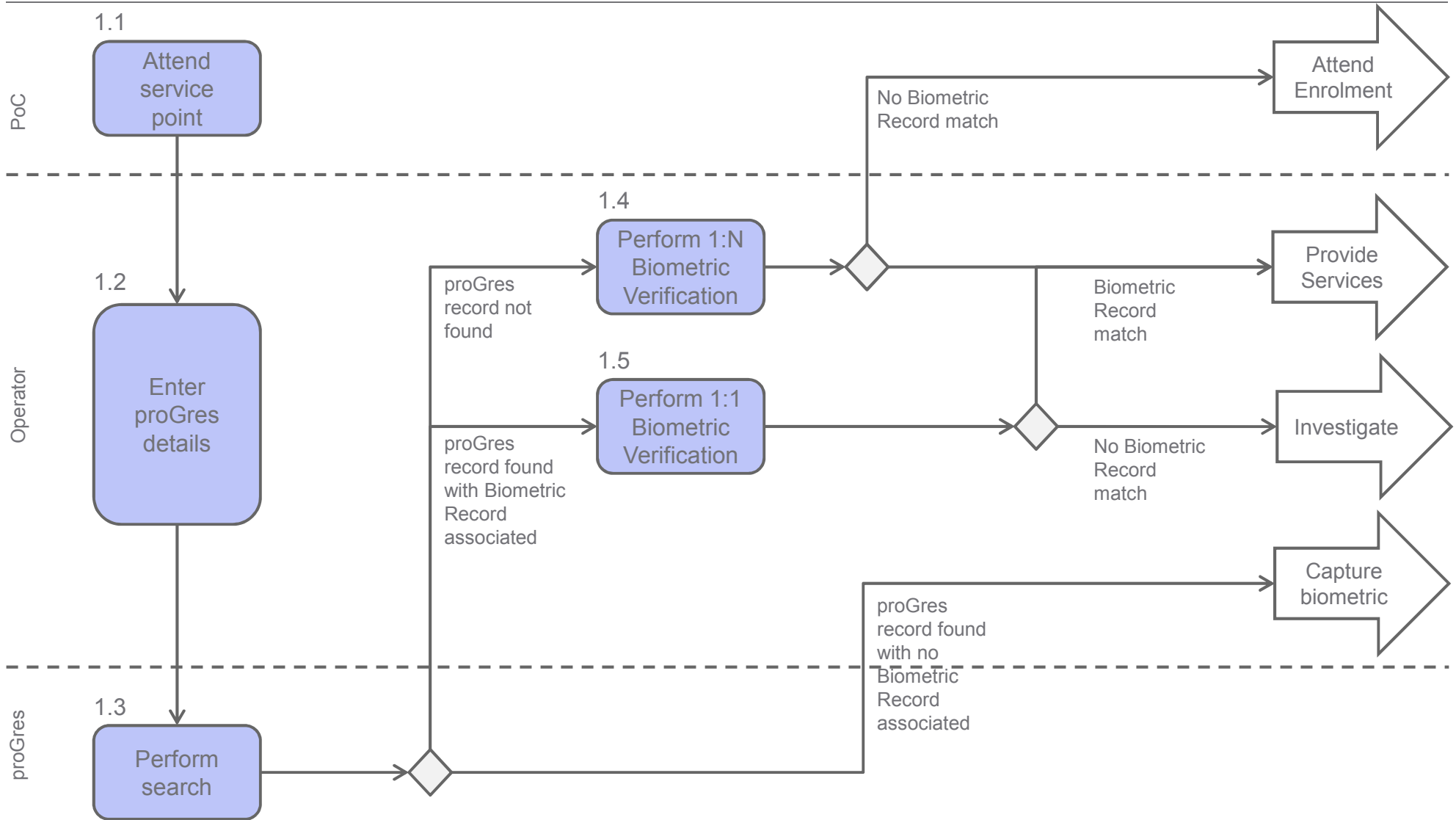
Database performs verification against agreed record set and returns response to Operator. Responses received could include no match, match of biometric under different name or match of biometric. If no match is found and proGres record can't be located, Operator performs secondary check.

## Step 1.4 – proGres Verification

Operator performs secondary match to proGres database. If no match is found at secondary check and PoC has two negative matches, Operator proceeds to complete registration. If no match was found at primary check but a match is found at secondary check (indicating PoC is registered but biometric data has not been captured), biometric data captured on Biometric Capture Device could be assigned to existing record.

NOTE: Operators should also have the discretion to commence with proGres Registration first and the System must allow this

# “As Is” Verification Process



# “As Is” Verification Process

---

## Step 1.1 & 1.2 – Attend Service Provision Point and perform proGres Verification

Person of Concern (“PoC”) attends service provision point and provides proGres details. Operator enters details performs a search on the proGres database.

## Step 1.3 – Locate proGres Record

proGres system performs search and returns either proGres Record found but no Biometric Record associated (in which case the Operator can elect to capture Biometric Data) or proGres record found with a Biometric Record associated (in which case Operator performs a 1:1 Verification) or proGres Record not found.(in which case Operator performs a 1:N Verification)

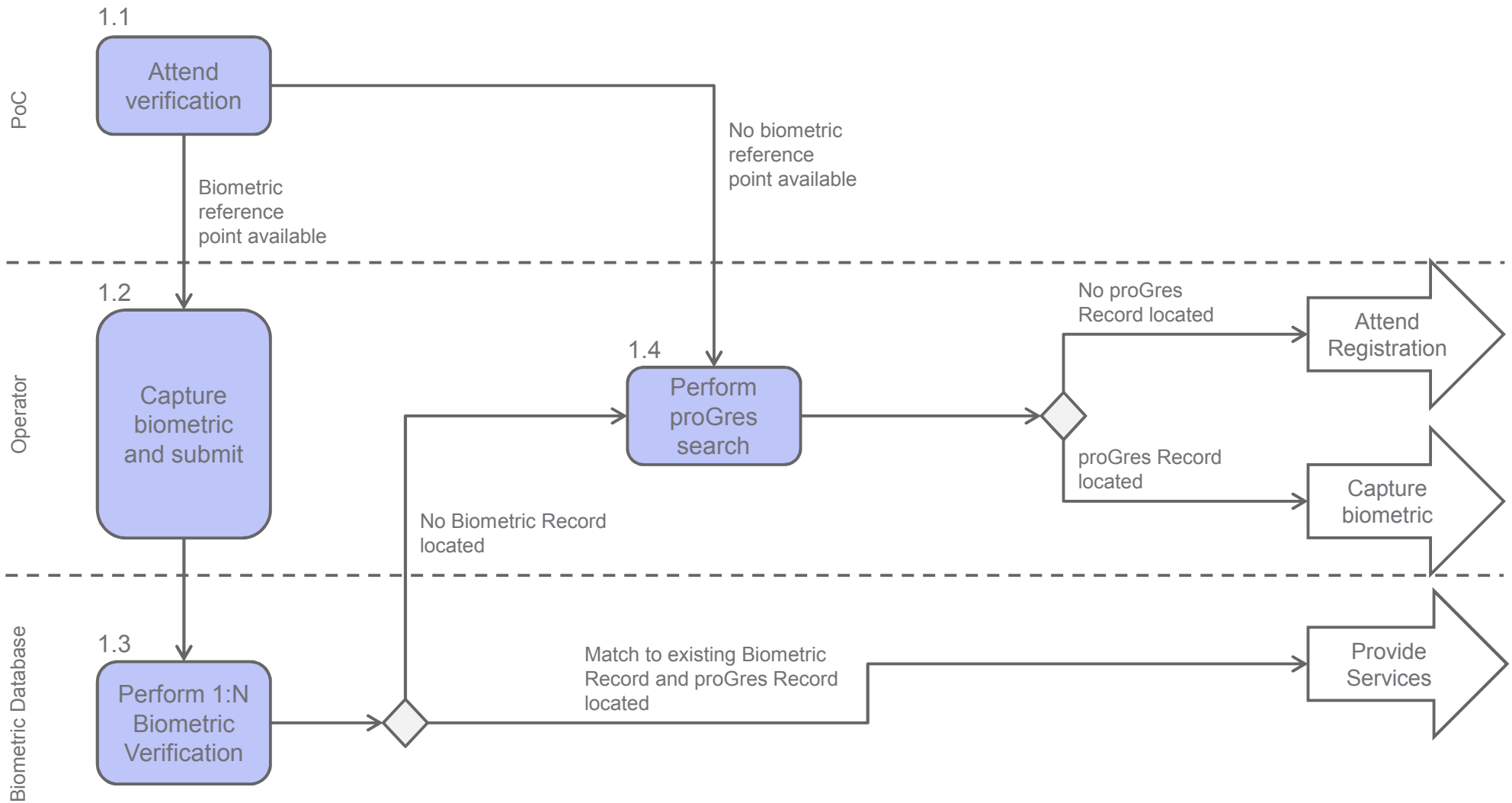
## Step 1.4 – Perform 1:N Verification

If no proGres record was found, Operator performs a 1:N Verification. If the PoC’s Biometric Record is found, this associates to a proGres record and the PoC can proceed. If the PoC’s Biometric Record is not found, the PoC now cannot be located in proGres or biometrically and so should attend Registration

## Step 1.5 – Perform 1:1 Verification

If proGres Record is found and there is a Biometric Record associated, the Operator will perform a 1:1 Verification. If a match is found, the PoC can proceed. If the match is negative, the Operator may elect to investigate

# Example “To Be” Verification Process – Option 1



# “To Be” Verification Process – Option 1

---

**NOTE:** In Option 1, the Operator elects to perform a Biometric Verification first

## Step 1.1 & 1.2 – Attend Service Provision Point and perform Biometric Verification

Person of Concern (“PoC”) attends service provision point and provides Biometric details. Operator enters details performs a search on the Biometric Database.

## Step 1.3 – Locate Biometric Record

The System should perform a 1:N Biometric Verification. If a Biometric Record is located, the Operator can open the associated proGres Record and the PoC can proceed. If no Biometric Record is located, the Operator performs a proGres search

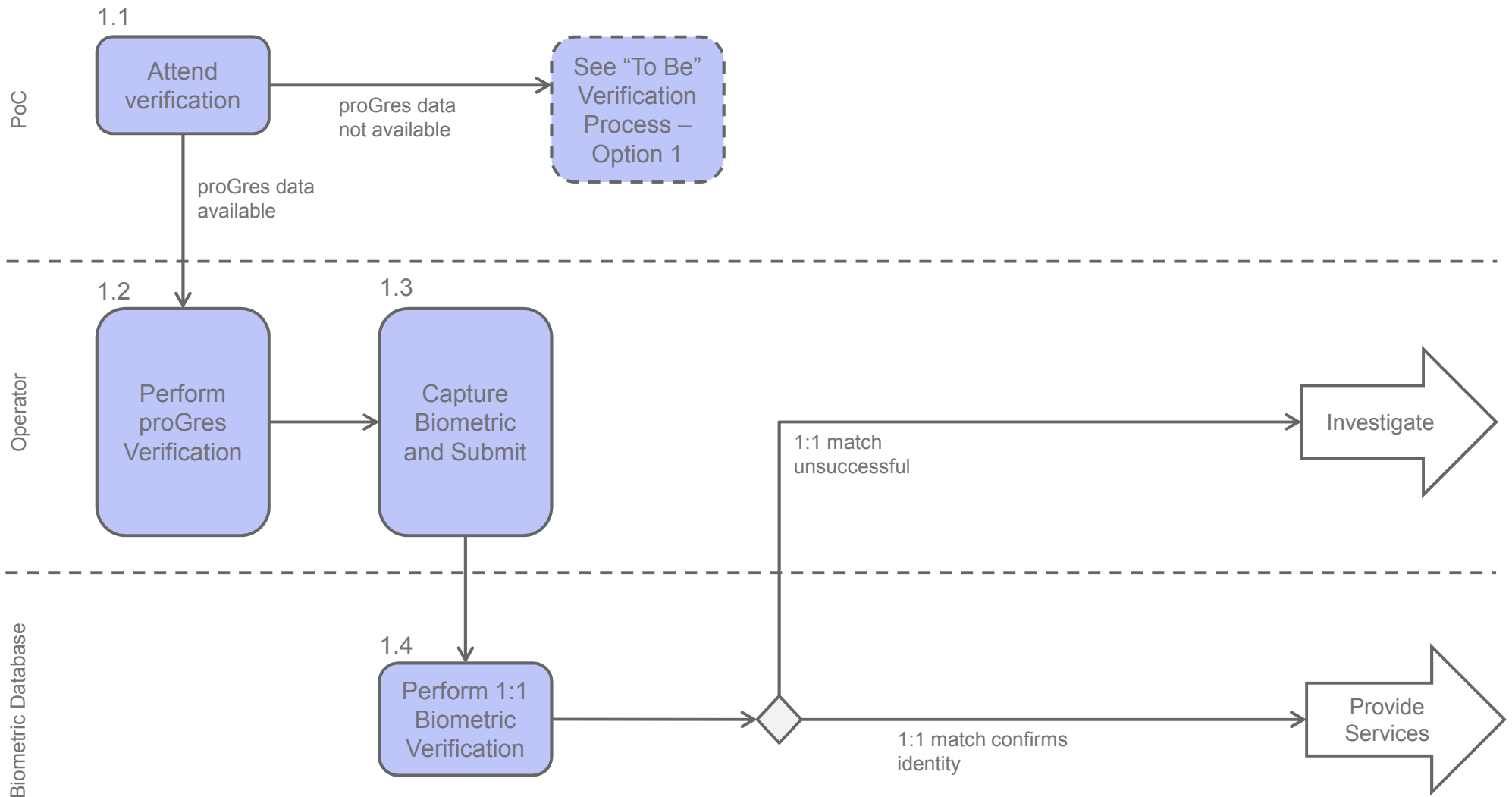
## Step 1.4 – Perform proGres Verification

If the Operator performs a proGres Verification and no proGres Record is found, the PoC therefore has no Biometric Record and no proGres Record and so should attend Registration.

If a proGres Record is located and the proGres Record indicates that no Biometric Record is held, the Operator may capture the PoC’s Biometric Data.

If a proGres Record is located and the proGres Record indicates that a Biometric Record is held but this was not detected during the Biometric Verification, the Operator can elect to update the Biometric Record if satisfied of the identity of the PoC or investigate

# Example “To Be” Verification Process – Option 2





## “To Be” Verification Process – Option 2

---

**NOTE:** In Option 2, the Operator elects to perform a proGres Verification first

### Step 1.1 & 1.2 – Attend Service Provision Point and perform Biometric Verification

Person of Concern (“PoC”) attends service provision point and provides required proGres data. Operator enters details and locates the PoC record in proGres.

(If the PoC record cannot be located in proGres the Operator has the option of performing a 1:N Biometric Verification (See “To Be” Verification Process – Option 1) or sending the PoC to Enrolment. Alternatively, if the PoC has a proGres record but no Biometric Record, the Operator should have the option to capture a Biometric Record).

### Step 1.3 & 1.4 – Locate Biometric Record and Perform 1:1 Verification

If a proGres Record is located, the System should re-direct the Operator to the Biometric Record. Having located the Biometric Record the Operator can perform a 1:1 Verification using the Biometric Capture Device. If the Verification is successful, the Operator can provide Services. Alternatively, if the Biometric Record does not match the PoC, this would prompt an investigation.

---

**Scoring Matrix**

---

**Questions:**

Question	Marks
----------	-------

**Company's Experience & Organisation:**

1 Has the Supplier demonstrated that they are of sound financial standing, good reputation and have the necessary size and corporate support to provide the System?	
2 Has the Supplier provided 3 or more examples of their experience of delivering similar biometric projects to those described in the RFP and that are comparable to the work of UNHCR?	
3 Has the Supplier provided 3 or more examples of their experience of delivering systems integration projects of similar scale and complexity?	
4 Has the Supplier demonstrated previous evidence of working with NGOs or governments on similar scale projects?	
5 Has the supplier provided 3 or more examples of delivering projects in the developing world?	

**Understanding of the requirements, proposed approach, solutions, methodologies and outputs**

6 Has the Supplier responded in full to all "must" requirements in the Functional Requirements section?	
7 Has the Supplier provided detailed and credible evidence to support their responses where necessary?	
8 Has the Supplier responded in full to all "must" requirements in the Non-Functional Requirements section?	
9 Has the Supplier provided detailed and credible evidence to support their responses where necessary?	
10 Has the Supplier responded in full to all "must" requirements in the Technical Requirements section?	
11 Has the Supplier provided detailed and credible evidence to support their responses where necessary?	
12 Has the Supplier met or exceeded the Quality Requirements?	

**Quality of the Response to this RFP:**

13 Has the Supplier provided their response in a clear and legible fashion that is professional and easy to interpret?	
14 Has the Supplier completed the compliance matrix in properly reference the Requirements in their response?	
15 Has the Supplier provided a clear response on overall project responsibility, clear lines of governance and escalation process	
16 Has the Supplier provided details of the relevant policy documents for example, BC/DR, CSR and Information Management.	

**Proposed Personnel:**

17 Of the CVs provided for the proposed team, do the people have the required experience and credibility to deliver the System?	
---	--

<b>Grand Total</b>	
--------------------	--

---

## **WORD VERSION OF ANNEX A PART 2, Appendix 1 – Quality Requirements**

In this section, the following terms are taken to be equivalent and FPIR and FNIR are used for both enrolment and verification:

A) False Accept Rate FAR (% of incorrect verifications); False Positive Identification Rate FPIR, and; False Match Rate FMR.

B) False Reject Rate FRR; False Negative Identification Rate FNIR, and; False Non-Match Rate FNMR.

### **Operating principles**

UNHCR operates on the belief that PoCs should not be denied protection and benefits unless there is high confidence that this is the correct outcome.

Therefore UNHCR requires the balance of the system to be towards high accessibility rather than high security, while maximising the quality of biometric data in the system.

### **Indicative quality requirements\* for enrolment**

- FPIR – c. 1% or lower
- FNIR – c. 0.1% or better (FNIR and FPIR are inter-dependent)
- Failure To Enroll Rate: Not specified but to be minimized by the solution

\*The Supplier should stipulate the exact FPIR, FNIR and FTER of the System they have proposed

False positives will require additional identification steps being required. Following these it will be necessary to enrol the PoC's biometrics to ensure their access to services.

False negatives will result in duplicate enrolments, possibly with different associated identities, requiring subsequent operations to resolve.

Failures To Enrol are highly undesirable and must be minimised by technical and procedural design aspects of the solution.

**Indicative quality requirements\*\* for verification**

A low False Negative Identification Rate is required at Verification to avoid denying services to legitimate PoCs. In order to achieve that, a relatively high False Accept/Match Rate is acceptable. The indicative Quality Requirement ‘targets’ for the System at Verification are:

- FNIR – c. 0.01% or lower (the priority)
- FPIR – c. 1% or lower

\*\*The Supplier should stipulate the exact FNIR and FPIR of the System they have proposed

False positives may result in services being provided to non-enrolled persons.

**Performance: 1-N matching time**

For the System you are proposing please specify and include in your response how long it will take to provide a 1-N match based on differing numbers of Biometric Records in the Database. Please specify the assumptions that underpin the data, for example speed of connection and specification of matching solution.

No of Biometric Records (N)	1-N Match time against Database (mins:secs) for Fingerprints	1-N Match time against Database (mins:secs) for Iris	1-N Match time against Database (mins:secs) for Facial Recognition	1-N Match time against Database (mins:secs) for Multi-Modal
100,000				
250,000				
500,000				
1,000,000				
2,500,000				

5,000,000				
10,000,000				

**Performance: 1:1 matching time**

For the System you are proposing please specify and include in your response how long it will take to provide a 1:1 match result based on differing numbers of Biometric Records in the Database. Please specify the assumptions that underpin the data, for example speed of connection and specification of matching solution.

No of Biometric Records (N)	1-1 Match time against Database (mins:secs) for Fingerprints	1-1 Match time against Database (mins:secs) for Iris	1-1 Match time against Database (mins:secs) for Facial Recognition	1-1 Match time against Database (mins:secs) for Multi-Modal
100,000				
250,000				
500,000				
1,000,000				
2,500,000				
5,000,000				

10,000,000				
------------	--	--	--	--

### Quality and Performance options to reduce cost

The accuracy and performance of biometric systems can have a significant impact on the cost of solutions. UNHCR would like to understand from bidders what reductions in the performance and/or accuracy levels (specified above) would be necessary to reduce the cost of the proposed solution significantly.

Please describe how your proposed solution would be altered to deliver less accurate results or lower performance in order to reduce the cost of the System.

Please state your estimated corresponding reduction in purchase and direct maintenance and support costs.

### WORD VERSION OF ANNEX A PART 2, Appendix 2 – Compliance Matrix

The compliance matrix template below details the format for the Supplier’s compliance matrix. The Supplier must ensure that each Requirement is addressed and their explanation of how this will be met is documented as well as any other Requirements that are met by that response.

Requirement Number	Supplier Response	Related Requirement Number(s)	Requirement Status
[INSERT REQUIREMENT NUMBER]	[DETAIL RESPONSE OF HOW THIS REQUIREMENT WILL BE MET. REFERENCE MAY BE MADE TO OTHER PARTS OF THE SUPPLIER’S RESPONSE]	[INSERT ANY OTHER REQUIREMENT NUMBER(S) MET BY THIS RESPONSE]	[INSERT EITHER “FULLY COMPLIANT”, “PART COMPLIANT” OR “NON-COMPLIANT”]



---

**Annex B Financial Offer Form: Instructions and Guidance sheet**

---

**Instructions and Guidance:****The Supplier is required to provide the all inclusive cost of the implementation of the System**

The Supplier is required to complete the "Summary" and "Breakdown of costs" for the Financial Offer to be valid. Only the areas in these sheets highlighted in grey should be populated

The Supplier must ensure that a price is completed for each question on the "summary sheet" even if the price submitted is zero. If any question is omitted, the price will be assumed to equal zero for that question.

The Supplier must ensure that the for each question and in total the "Summary" and "Breakdown of costs" sheet equal the same price

The structure and format of the "Summary" sheet should not be changed

Additional cost lines can be included in the "Breakdown of costs" sheet. However the Supplier should ensure that the subtotals do not omit any lines that requiring summing up

When completing the "Breakdown of costs sheet" the Supplier must ensure that if the cost item is a person day rate the resource name, grade and day-rate for each role / individual should be stated

Travel and subsistence to for working at UNHCR Headquarters must be included in the person day rate price. Additional expense costs for visits to other UNHCR sites or on related business must be agreed in advance with UNHCR

If the Supplier feels that their financial offer is better represented through additional spreadsheets, they should provide these, with explanatory notes, in addition to this completed financial offer form

If the Supplier is bidding as a consortium or in a partnership arrangement they must make clear in the financial offer form which parties will be performing each element of the contract

The costs and prices provided in this financial offer are valid for the three year period of the contract, starting from contract signature. If the Supplier has provided inflationary increases in the prices, these should be specified in the notes

To assist in calculations, the cost of all of the Biometric capture devices should be based on an order volume of 100 units

**All prices to be given net excl. of VAT or sales taxes.**

**Scoring (your information only):**

The Pricing is worth 30% of the overall marks of the project. Each question will score the Supplier in relation to the lowest price received for that question.

Score for question =  $\frac{\text{Lowest Price}}{\text{Price of supplier}} \times \text{marks available}$

**For each question or groups of questions the marking associated for each element is provided below:**

Question	Weighting of pricing marks	Marks Available		
1 to 3				
4				
5				
6				
7				
8				
9				
10				
<b>Total</b>			<b>100%</b>	<b>30</b>

---



**Annex B: Financial Offer Form - Summary Sheet**

Indicate **HERE** the **NAME** of your company  
 Indicate **HERE** the **CURRENCY** of your offer

**Base Case:**

Description	Total	Unit Price	Units	Notes
1 Biometric Capture Unit - Fingerprint	0			
2 Software and Integration	0			
3 Other Costs to deliver Base Case	0			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	

**Additional items:**

Description	Total	Unit Price	Units	Notes
4 Biometric Software and Integration - Iris	0			
5 Biometric Software and Integration - Facial Recognition	0			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	

	Total	Notes
6 Conversion of existing legacy data	0	
7 Emergency System	0	

%

8 If you are using sub-contractors, what markup if any, are you including on cost in this contract?

9 What mark-up if any, are you applying to materials? (Materials include hardware, software and other related costs)

---

**Annex B Financial Offer Form - Breakdown of costs**

---

Indicate **HERE** the **NAME** of your company

Indicate **HERE** the **CURRENCY** of your offer

**1. Biometric Capture Units - Fingerprint Capture**

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

**2. Software and Integration**

Software and licence costs:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

Person-day rates:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

**Grand Total - Software and Integration**

**0**

---

**Annex B Financial Offer Form - Breakdown of costs**

---

Indicate **HERE** the **NAME** of your company

Indicate **HERE** the **CURRENCY** of your offer

**3. Other costs to Deliver Base Case**

Other Costs:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			
<b>Grand Total - Base Case</b>	<b>0</b>			

**Annex B Financial Offer Form - Breakdown of costs**

Indicate **HERE** the **NAME** of your company

Indicate **HERE** the **CURRENCY** of your offer

**4. Biometric Software and Integration - Iris**

Software and licence costs:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

Person-day rates:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

Other Costs:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

**Grand Total - Biometric Software and Integration - Iris**

**0**

**Annex B Financial Offer Form - Breakdown of costs**

Indicate **HERE** the **NAME** of your company

Indicate **HERE** the **CURRENCY** of your offer

**4. Biometric Software and Integration - Facial Recognition**

Software and licence costs:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

Person-day rates:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

Other Costs:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

**Grand Total - Biometric Software and Integration - Facial**

**0**

**Annex B Financial Offer Form - Breakdown of costs**

Indicate **HERE** the **NAME** of your company

Indicate **HERE** the **CURRENCY** of your offer

**5. Conversion of existing legacy data**

Software and licence costs:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

Person-day rates:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

Other Costs:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

**Grand Total -Conversion of existing legacy data**

**0**

**Annex B Financial Offer Form - Breakdown of costs**

Indicate **HERE** the **NAME** of your company

Indicate **HERE** the **CURRENCY** of your offer

**7. Emergency Data**

Software and licence costs:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

Person-day rates:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

Other Costs:

Description	Total	Unit Price	Units	Notes
	0			
	0			
	0			
<b>Total</b>	<b>0</b>			

**Grand Total - Emergency System**

**0**



## UNHCR VENDOR REGISTRATION FORM – (Rev. Feb 10)

### Section 1: Company Details and General Information

1. Name of Company:	
2. Street Address:  Postal Code:                      City:  Country:	3. P.O. Box and Mailing Address:
4. Tel:	5. Fax:
6. Email:	7. WWW Address:
8. Contact Name and Title:	
9. Email:	
10. Parent Company (Full legal / officially registered company name):	
11. Subsidiaries, Associates - name, city, country (attach a List if necessary):	
12. International Offices/Representation (Countries where the Company has local Offices/Representation):	
13. Type of Business (Mark one only): Corporate/ Limited: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other (specify):	
14. Nature of Business: Manufacturer: <input type="checkbox"/> Authorised Agent: <input type="checkbox"/> Trader: <input type="checkbox"/> Consulting Company: <input type="checkbox"/> Other (specify):	
15. Year Established:	16. Number of Full-time Employees:
17. Licence no./State where registered:	18. VAT No./Tax I.D.:
19. Technical Documents available in: English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) _____	
20. Working Languages: English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) _____	

### Section 2: Banking Information

21. Bank Name:	22. Branch Name:
23. Branch Address:	24. Tel. number:
	25. Fax number:
26. Bank Account Number:	27. Account Name:
28. Account currency:	29. Swift/Bank Identifier Code (BIC):
30. International Bank Account Number (IBAN):	
31. Routing Bank details (if applicable): full details to be provided as per above	
If multiple bank accounts exist that may be relevant to UNHCR, please provide details for each account.	



**Section 3: Technical Capability and Information on Goods / Services Offered**

32.. Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (please provide a Copy of your latest Certificate):

33. For Goods only, do those offered for supply conform to National/International Quality Standards?  
 Yes  No

34. List below up to a maximum of ten (10) of your core Goods/Services offered:

Description (one Line for each Item)	National/International Quality Standard to which Item conforms

**Section 4: Experience**

35. Annual Value of Total Sales for the last 3 Years:  
 Year \_\_\_\_: USD \_\_\_\_\_ Year \_\_\_\_: USD \_\_\_\_\_ Year \_\_\_\_: USD \_\_\_\_\_

36. Annual Value of Export Sales for the last 3 Years:  
 Year \_\_\_\_: USD \_\_\_\_\_ Year \_\_\_\_: USD \_\_\_\_\_ Year \_\_\_\_: USD \_\_\_\_\_

37. If available, please provide a copy of the company's latest annual or audited Financial Report. Please note that the latest audited financial report may be requested in case of a contract with UNHCR.  
 Do you have outstanding bankruptcy, judgment or pending legal action that could impair operating as a *going concern*? Yes  No   
 If available, please provide Credit Rating by Dun and Bradstreet or equivalent:

38. Recent Contracts with the UN and/or other International Aid Organizations:

<u>Organization:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>	<u>Destination:</u>
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____

39. To which Countries has your Company exported and/or managed Projects over the last 3 Years?

### Section 5: UN Global Compact Initiative

40. Is your company aware of the UN Secretary General's Global Compact initiative, which can be viewed at <http://www.unglobalcompact.org>?

Yes  No

If yes, have you signed up to this initiative or are you going to sign up to? Please state:

### Section 6: Environment

41. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a Copy)

Yes  No

42. Write down the name, qualification and contact details of your company's environmental focal point.

Name: \_\_\_\_\_ Qualification: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

43. Does your organisation hold any accreditation such as ISO 14001 related to the environment?

Yes  No  If yes, please attach a copy.

### Section 7: Anti Personnel Mines

44. By signing this VRF, potential vendor warrants and represents that neither it, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) is engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Please confirm by answering Yes or No below.

Yes  No  Any breach of this clause may lead to the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

### Section 8: Child Labour

45. By signing this VRF, potential vendor warrants and represents that it is not engaged in any practice inconsistent with the Rights set forth in the Convention on the Rights of Child which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Do you agree with this?

Yes  No  Any breach of this clause may result in the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

### Section 9: Official not to benefit

46. By signing this VRF, potential vendors confirm that they have read, understood and will comply with the UNHCR policy on the "zero tolerance" that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm.

Yes  No  Any breach of this clause may lead to the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

### Section 10: Others

47. Please list any Disputes your Company has been involved in with UN Organizations over the last 3 Years:

48. List any National or International Trade or Professional Organizations of which your Company is a Member.

49. Is your company already registered with the United Nations Global Marketplace (UNGM)? If so, please provide registration number.

50. Certification:

I, the undersigned, hereby accept the UNHCR General Conditions, a copy of which has been provided to me, and warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

51. **Self Declaration:** I, the undersigned, declare that:

(a) Our company is not involved in any fraudulent or corrupt activities and has not been in the past, and is not currently under any investigation for any such activities which would render our company unsuitable for business dealing with UNHCR.

(b) Our company is not on, or associated with a company or individual, groups, undertakings and entities that are on the consolidated list established and maintained by the committee established by the UN Resolution No. 1267 ([www.un.org/sc/committees/1267/consolist.html](http://www.un.org/sc/committees/1267/consolist.html)).

(c) Our company is not on, or associated with a company or individual that are subject to the list of Independent Inquiry Committee into United Nations Oil-for-food programme ([www.iic-offp.org](http://www.iic-offp.org)).

(d) Our company is not currently removed, invalidated or suspended by any other UN Headquarters, or Field Offices or any other UN Agencies (including the World Bank)

Name:  
Signature:

Functional Title:  
Date:

**Please mail completed form to\*:**

**United Nations High Commissioner for Refugees  
Supply Management Service HQSF00  
Chief, Procurement & Contracts Section  
Ipoly utca 5a/b/c  
1133 Budapest  
Hungary**

**\*Registration form to be returned to the relevant UNHCR Office**

Companies that are registered with UNHCR and that have no purchase history over three years shall be inactivated. UNHCR may require new registration documentation from suppliers in case new business opportunity appears.

## **INSTRUCTIONS FOR COMPLETION**

**The form should be typewritten in uppercase** and completed clearly and accurately ensuring that all questions are answered. The numbers below correspond to item numbers on the registration form:

### Section 1:

1. Full name of company.
2. Full street address.
3. Full mailing address (including P.O. Box, if any).
4. Telephone number, including correct country and area codes.
5. Fax number, including country and area codes.
6. Email address.
7. WWW Address.
8. Provide name of person (including title) or department to whom correspondence should be addressed.
9. Provide email address of contact person.
10. Full legal name of parent company, if any.
11. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries & associates if any.
12. Please provide countries where the company has local offices or representation.
13. Please tick one box. If other; please specify.
14. Please tick one box. If other; please specify. If the company is a manufacturer of some products and a trader/agent of others which they do not manufacture, both boxes should be ticked.
15. Indicate the year in which the organization was established under the name shown in Item 1.
16. Indicate the total number of full-time personnel in the company.
17. Provide the license number under which the company is registered, or the State where it is registered.
18. Provide the VAT number or Tax I.D. of the company.
19. Please tick the boxes for which languages the company is able to provide technical documents. Please specify other languages.
20. Please tick the boxes for which languages the company is able to work in. Please specify other languages.

### Section 2:

21. Full name of bank.
22. Name of branch.
23. Address where branch is located.
24. Telephone number, including correct country and area codes.
25. Fax number, including country and area codes.
26. Number of the company account.
27. Name in which the account is held (**important:** this should be the company name).
28. Currency of the account.

29. Swift code for the account.
30. International Bank Account Number (IBAN).
31. Should a routing be required for international payments, please provide full details of intermediate bank(s).

Section 3:

32. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.
33. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.
34. Please list up to 10 of the core goods/services offered. For each item, list the National/International Quality Standard to which it conforms.

Section 4:

35. Provide the total annual sales for the organization for the last 3 financial years in USD.
36. Provide the total export sales for the organization for the last 3 financial years in USD.
37. Please provide a copy of your most recent annual report or audited financial report. Please tick 'yes' or 'no' to reflect whether your company has any outstanding bankruptcy, judgment or pending legal action that could impair operating as a going concern? If available, provide a rating by Dun and Bradstreet or equivalent (specify which).
38. Enter the name(s) of UN organizations which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract. If you have had more than 5 of such contracts, please attach a separate sheet indicating the others. Documentary evidence of such contracts may be required, e.g. copies of purchase orders.
39. List export markets, in particular, all developing countries to which your company has exported over the last 3 years.

Section 5:

40. Please confirm if your company is aware of the UN Global Compact Initiatives – ten universally accepted principles of Human Rights, Labour, Environment and Anti-Corruption – by marking Yes or No. Also, please state if you have signed up to this initiative or you intend to do so.

Section 5:

41. The Earth Summit, held in Rio de Janeiro in 1992, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.e. towards promoting environmental sensitive procurement policies for goods and services. Please indicate whether your company has a written statement of its Environmental Policy and, if so, please provide a copy.
42. Provide the name, qualification and contact details (e-mail and telephone) of your environmental focal point.
43. Please indicate if your organisation holds any accreditation such as ISO 14001 related to the environment. If so, please enclose copies of such certification.

Section 7:

44. UNHCR expects all suppliers with whom it does business with to obey with the non-engagement in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. Please mark yes if you are in agreement and no if otherwise.

Section 8:

45. UNHCR expects all suppliers with whom it does business with to obey with the non-engagement in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, the International Labour Organization (ILO) Minimum Age Convention or the Prohibition and Immediate Elimination of the Worst Forms of Child Labour Convention. Please mark yes if you are in agreement and no if otherwise.

Section 9:

46. Official benefits: UNHCR adopted "zero tolerance" policy that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm your acceptance by answering Yes or No if otherwise.

Section 10:

47. List all disputes with UN organizations which your organization has been involved in over the last 3 years. If more space is required, please use a separate sheet.
48. Provide details of all national and international trade or professional organizations to which your company belongs.
49. UNHCR accepts UNGM-registered companies into its database, subject to submitting a hardcopy of a complete set of vendor registration form with necessary attachments. The registration number provided by UNGM should be given.
50. Please read carefully the enclosed UNHCR General Term and Conditions, as signing of the form signifies acceptance. The form should be signed by the person completing it and their name and title should be typed, along with the date.

51. Please sign a self declaration stating that:

- (a) Your company is not involved in any fraudulent and corrupt activities and has not been in the past, and is not currently under any investigation for such activities which would render your company unsuitable for business dealing with UNHCR.
- (b) Your company is not on, or associated with a company or individual, groups, undertakings and entities that are on the consolidated list established and maintained by the committee established by the UN Resolution No. 1267 ([www.un.org/sc/committees/1267/consolist.html](http://www.un.org/sc/committees/1267/consolist.html))
- (c) Your company is not on, or associated with a company or individual that are subject to the list of Independent Inquiry Committee into United Nations Oil-for-food programme ([www.iic-offp.org](http://www.iic-offp.org))
- (d) Your company is not currently removed, invalidated or suspended by the UN Headquarters or any of its field offices or any other UN agency Headquarters or any of their field offices.

## GENERAL CONDITIONS OF CONTRACT

### CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Office of the High Commissioner for Refugees (“UNHCR”) and the Contractor shall also each be referred to as a “Party” hereunder, and:
  - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, UNHCR, as a subsidiary organ of the United Nations, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
  - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNHCR, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNHCR in connection with the performance of its obligations under the Contract. Should any authority external to UNHCR seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNHCR in writing and provide all reasonable assistance required by UNHCR. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNHCR, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNHCR.
3. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to UNHCR by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
  - 3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
  - 3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNHCR, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
  - 3.3 At the option of and in the sole discretion of UNHCR:
    - 3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNHCR prior to such personnel’s performing any obligations under the Contract;
    - 3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNHCR prior to such personnel’s performing any obligations under the Contract; and,
    - 3.3.3 in cases in which, pursuant to Article 3.3.1 or 3.3.2, above, UNHCR has reviewed the qualifications of such Contractor’s personnel, UNHCR may reasonably refuse to accept any such personnel.
  - 3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
    - 3.4.1 UNHCR may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

#### 4. ASSIGNMENT:

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

- 4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:
- 4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,
  - 4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,
  - 4.2.3 the Contractor promptly notifies UNHCR about such assignment or transfer at the earliest opportunity; *and*,
  - 4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNHCR following the assignment or transfer.
5. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNHCR. UNHCR shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNHCR reasonably considers is not qualified to perform obligations under the Contract. UNHCR shall have the right to require any subcontractor's removal from UNHCR premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
6. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNHCR. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.
7. **PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:
- 7.1 **DELIVERY OF GOODS:** The Contractor shall hand over or make available the goods, and UNHCR shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNHCR such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNHCR in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNHCR.
  - 7.2 **INSPECTION OF THE GOODS:** If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNHCR when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNHCR or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNHCR or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.
  - 7.3 **PACKAGING OF THE GOODS:** The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the



Contract or Purchase Order number and any other identification information provided by UNHCR as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

- 7.4 TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNHCR receives all necessary transport documents in a timely manner so as to enable UNHCR to take delivery of the goods in accordance with the requirements of the Contract.
- 7.5 WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNHCR stated in or arising under the Contract, the Contractor warrants and represents that:
- 7.5.1 The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;
  - 7.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNHCR with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;
  - 7.5.3 The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
  - 7.5.4 The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
  - 7.5.5 The goods are new and unused;
  - 7.5.6 All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNHCR in accordance with the Contract;
  - 7.5.7 During any period in which the Contractor’s warranties are effective, upon notice by UNHCR that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNHCR for the purchase price paid for the defective goods; and,
  - 7.5.8 The Contractor shall remain responsive to the needs of UNHCR for any services that may be required in connection with any of the Contractor’s warranties under the Contract.
- 7.6 ACCEPTANCE OF GOODS:** Under no circumstances shall UNHCR be required to accept any goods that do not conform to the specifications or requirements of the Contract. UNHCR may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNHCR be obligated to accept any goods unless and until UNHCR has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that UNHCR shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UNHCR in fact provides such written acceptance. In no case shall payment by UNHCR in and of itself constitute acceptance of the goods.
- 7.7 REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to UNHCR under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNHCR, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UNHCR of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNHCR:
- 7.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNHCR; *or,*

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

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

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

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

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

7.10 **EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNHCR under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNHCR, UNHCR shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly inform UNHCR in writing and consult with UNHCR to enable UNHCR to take appropriate measures to resolve the matter.

## 8. INDEMNIFICATION:

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

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

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

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

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

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

- 8.3 In addition to the indemnity obligations set forth in this Article 8, the Contractor shall be obligated, at its sole expense, to defend UNHCR and its officials, agents and employees, pursuant to this Article 8, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
- 8.4 UNHCR shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNHCR or any matter relating thereto, which only UNHCR itself is authorized to assert and maintain. UNHCR shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
- 8.5 In the event the use by UNHCR of any goods, property or services provided or licensed to UNHCR by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
- 8.5.1 procure for UNHCR the unrestricted right to continue using such goods or services provided to UNHCR;
  - 8.5.2 replace or modify the goods or services provided to UNHCR, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
  - 8.5.3 refund to UNHCR the full price paid by UNHCR for the right to have or use such goods, property or services, or part thereof.

## 9. INSURANCE AND LIABILITY:

- 9.1 The Contractor shall pay UNHCR promptly for all loss, destruction, or damage to the property of UNHCR caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- 9.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
- 9.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
  - 9.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
  - 9.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,
  - 9.2.4 such other insurance as may be agreed upon in writing between UNHCR and the Contractor.
- 9.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

- 9.4 The Contractor acknowledges and agrees that UNHCR accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
- 9.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNHCR, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
- 9.5.1 name UNHCR as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
  - 9.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNHCR;
  - 9.5.3 provide that UNHCR shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,
  - 9.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNHCR.
- 9.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 9.7 Except for any self-insurance program maintained by the Contractor and approved by UNHCR for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNHCR. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNHCR with evidence, in the form of certificate of insurance or such other form as UNHCR may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNHCR reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 9.5.3, above, the Contractor shall promptly notify UNHCR concerning any cancellation or material change of insurance coverage required under the Contract.
- 9.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
10. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNHCR.
11. **EQUIPMENT FURNISHED BY UNHCR TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNHCR to the Contractor for the performance of any obligations under the Contract shall rest with UNHCR, and any such equipment shall be returned to UNHCR at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNHCR, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNHCR for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
12. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 12.1 Except as is otherwise expressly provided in writing in the Contract, UNHCR shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNHCR under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNHCR.

- 12.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNHCR does not and shall not claim any ownership interest thereto, and the Contractor grants to UNHCR a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 12.3 At the request of UNHCR, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNHCR in compliance with the requirements of the applicable law and of the Contract.
- 12.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNHCR, shall be made available for use or inspection by UNHCR at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNHCR authorized officials on completion of work under the Contract.
13. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS OR OF UNHCR:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the United Nations or UNHCR, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or of UNHCR, or any abbreviation of the name of the United Nations or of UNHCR in connection with its business or otherwise without the written permission of UNHCR.
14. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”)<sup>1</sup>, shall be held in confidence by that Party and shall be handled as follows:
- 14.1 The recipient (“Recipient”) of such Information shall:
- 14.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 14.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.
- 14.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 14, the Recipient may disclose Information to:
- 14.2.1 any other party with the Discloser’s prior written consent; *and*,
- 14.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:
- 14.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
- 14.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
- 14.2.2.3 for UNHCR, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

---

<sup>1</sup> Information and data that is considered by UNHCR as proprietary and confidential includes, but is not limited to, data pertaining to refugees and persons of concern to UNHCR.

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

**15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

- 15.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 15.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNHCR shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 16, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNHCR shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 15.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNHCR is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

**16. TERMINATION:**

- 16.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 19 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 16.2 UNHCR may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNHCR applicable to the performance of the Contract or the funding of UNHCR

applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNHCR may terminate the Contract without having to provide any justification therefor.

- 16.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNHCR, the Contractor shall, except as may be directed by UNHCR in the notice of termination or otherwise in writing:
- 16.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
  - 16.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
  - 16.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNHCR and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
  - 16.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
  - 16.3.5 transfer title and deliver to UNHCR the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
  - 16.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNHCR thereunder;
  - 16.3.7 complete performance of the work not terminated; *and*,
  - 16.3.8 take any other action that may be necessary, or that UNHCR may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNHCR has or may be reasonably expected to acquire an interest.
- 16.4 In the event of any termination of the Contract, UNHCR shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNHCR shall not be liable to pay the Contractor except for those goods delivered and services provided to UNHCR in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNHCR or prior to the Contractor's tendering of notice of termination to UNHCR.
- 16.5 UNHCR may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 16.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
  - 16.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
  - 16.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
  - 16.5.4 a receiver is appointed on account of the insolvency of the Contractor;
  - 16.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
  - 16.5.6 UNHCR reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 16.6 Except as prohibited by law, the Contractor shall be bound to compensate UNHCR for all damages and costs, including, but not limited to, all costs incurred by UNHCR in any legal or non-legal proceedings, as a result of any of the events specified in Article 16.5, above, and resulting from or relating to a termination of the

Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNHCR of the occurrence of any of the events specified in Article 16.5, above, and shall provide UNHCR with any information pertinent thereto.

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

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

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

19. **SETTLEMENT OF DISPUTES:**

19.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

19.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 19.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

21. **TAX EXEMPTION:**

21.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including UNHCR as one of its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNHCR from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNHCR to determine a mutually acceptable procedure.

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



Contractor for any such taxes, duties, or charges so authorized by UNHCR and paid by the Contractor under written protest.

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

23. **MODIFICATIONS:**

23.1 The Director of the Division for Emergency and Supply Management, or such other contracting authority as UNHCR has made known to the Contractor in writing, possesses the authority to agree on behalf of UNHCR to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UNHCR unless provided by a valid written amendment to the Contract signed by the Contractor and the Director of the Division for Emergency and Supply Management or such other contracting authority.

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

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

24. **AUDITS AND INVESTIGATIONS:**

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

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

25. **LIMITATION ON ACTIONS:**

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

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

to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
27. **MINES:** The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any), is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
28. **SEXUAL EXPLOITATION:**
- 28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 28.2 UNHCR shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.
29. **EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO UNHCR:** The Contractor warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on UNHCR and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNHCR to ensure the protection of refugees and other persons of concern to UNHCR. The Contractor hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to UNHCR. The failure of the Contractor to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, at no cost to UNHCR.
30. **PAYMENT INSTRUCTIONS:** UNHCR shall, on the fulfillment of the delivery terms, unless otherwise provided in the Contract or purchase order, make payment by bank transfer within thirty days of receipt of the Contractor's invoice for the goods and copies of any other documentation specified in the Contract. Payment against the invoice referred to above will reflect any discount shown under the payment terms agreed among the parties, provided payment is made within the period required by such payment terms. The prices shown in the Contract or the purchase order may not be increased except by express written agreement of UNHCR. Documents are to be sent to the address indicated in the Contract or purchase order.

– oOOo –