# INTERNATIONAL DEVELOPMENT LAW ORGANIZATION INVITATION TO BID

| Reference: ITB No. N-UA-2024-000037 | Date: May 3, 2024 |
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Dear Sir/Madam,

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The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for the **Procurement of ICT Equipment**. The full requirement is described in Annex C.

We also request that your Bid is submitted using the format specifically detailed in Annex D, E and F.

Bids submitted by email must be limited to a maximum of **10MB**, be virus-free and consist of no more than two email transmissions. They must be free from any corrupted contents, or the quotations shall be rejected.

Bids shall be evaluated based on the criteria set in Annex B.

IDLO is not bound to accept any Bid, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Bid, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Invitation to Bid (ITB).

By submitting a Proposal in response to this information, Bidders are confirming acceptance of IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB consists of the following Annexes. Please be guided by these in preparing your Bid:

| a. | Instructions to Bidders   | Annex A |
|----|---|---------|
| b. | Preliminary Screening Criteria                                    | Annex B |
| C. | Terms of Reference (TOR)  | Annex C |
| d. | Bid Submission Form   | Annex D |
| e. | Bidder Information Form   | Annex E |
| f. | Price Schedule  | Annex F |
| g. | IDLO Special Conditions of Contract                               | Annex G |
| h. | IDLO General Terms and Conditions for the Procurement of Goods or | Annex H |
|    | Services and IDLO Supplier Code of Conduct                        |         |



For any questions/ clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on <a href="tenders@idlo.int">tenders@idlo.int</a> and mention Clarification ITB NO. N-UA-2024-000037 in the subject section of your email.

Deadline for Submission of Proposals: On or before **Date:** May 20, 2024

Time: 15:00 hours Rome, Italy local time.

Thank you and we look forward to receiving your Bid.

Sincerely yours, International Development Law Organization | IDLO Ukraine Country Office



# ANNEX A INSTRUCTIONS TO BIDDERS

| 1. | General<br>Considerations                                | In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.  The Bidder will not be permitted to take advantage of any errors or |
|----|--|---|
|    |  | omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.   |
| 2. | Cost of the Bid  | The Bidder shall bear all costs associated with the preparation and submission of the Bid.  |
|    |  | IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.  |
| 3. | Currency of Bid  | Bids shall be nominated exclusively in <b>EUR</b> .   |
|    |  | <b>Note:</b> the payment might be performed in the local currency (UAH) as per the exchange rate of the National Bank of Ukraine on the date of the invoice issuance.   |
|    |  | Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies   |
| 4. | Language of the Bid                                      | This bid is executed in both English and Ukrainian. In case of a discrepancy, the English version shall be treated as authoritative.  |
|    |  | While the Bidder may choose to respond to the Bid in Ukrainian, IDLO's correspondences, documents and Contract relating to the Bid shall be written in the English language   |
| 5. | Deadline for<br>Submissions of Bids                      | The Bid shall be addressed to IDLO on or before  Date: May 20, 2024   |
|    |  | Time: 15:00 hours Rome, Italy local time.   |
|    |  | Note: Proposals submitted by email must be limited to a maximum of <b>10MB</b> , virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.                  |
|    | Delivery Term and<br>Place                               | Goods should be delivered within 20 working days for Need 1 and within 10 working days for Need 2 / Need 3 / Need 4 after receipt of PO or contract from IDLO with instructions on location and timeline.   |
| 7. | Customs clearance , if needed, shall be done by:         | ⊠ Supplier  |
| 8. | Special Packing<br>Requirement or<br>Temperature Control | ⊠ N/A   |



| 9. Documents         | The Did shall assessing the fallenting assessment to  |  |
|----------------------|---|--|
| comprising the Bid   | The Bid shall comprise the following components:  1. Bid Submission Form (see Annex D);                                       |  |
|                      | 2. Bidder Information Form (see Annex E)  |  |
|                      | 3. Price Schedule (Annex F)   |  |
|                      | ,   |  |
| 10. Contents of      | The Bidder is expected to examine all corresponding instructions,   |  |
| solicitation         | forms, terms and specifications contained in the Solicitation   |  |
| documents            | Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.     |  |
| 11. Clarification of | A prospective Bidder requiring any clarification on this ITB may  |  |
| solicitation         | contact IDLO by email on tenders@idlo.int no later than 72 hours  |  |
| documents            | prior to the deadline for submission of Bids.   |  |
| documents            | prior to the deddine for submission of blus.  |  |
|                      | Please mention Clarification ITB NO. N-UA-2024-000037 in  |  |
|                      | the subject section of your email.  |  |
|                      |   |  |
|                      | Written copies of the organization's response (including an   |  |
|                      | explanation of the query but without identifying the source of  |  |
|                      | inquiry) will be sent to all prospective Bidders that have received the   |  |
|                      | Solicitation Documents or posted on IDLO website.   |  |
|                      | Any delay in IDLO's response shall not be used as a reason for  |  |
|                      | extending the deadline for submission, unless IDLO determines   |  |
|                      | that such an extension is necessary and communicates a new  |  |
|                      | deadline to all the Bidders.  |  |
| 12. Amendments of    | At any time prior to the deadline for submission of Bids IDLO may,  |  |
| solicitation         | for any reason, whether at its own initiative or in response to a   |  |
| documents            | clarification requested by a prospective Bidder, modify the   |  |
|                      | Solicitation Documents by amendment.  |  |
|                      | ·   |  |
|                      | All prospective Bidders that have received the Solicitation   |  |
|                      | Documents will be notified in writing of all amendments to the  |  |
|                      | Solicitation Documents.   |  |
|                      | In adapta official accordates Dill.   |  |
|                      | In order to afford prospective Bidders reasonable time for taking   |  |
|                      | the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline |  |
|                      | for the submission of Bids.   |  |
|                      | To the subtribution of blast  |  |
| L                    |   |  |



# 13. Format, signing sealing, marking and submission of Bids

The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.

The Bid must be submitted using the format specifically detailed in Annex D, E and F.

A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

Before the stipulated deadline, the Bidder shall send one email to the following e-mail address: <u>tenders@idlo.int</u> with the Subject: "Submission for ITB No. ITB No. N-UA-2024-000037"

#### 14. Joint Venture, Consortium, or Association

If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.

The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one bid.

The description of the organization of the IV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.

A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:

a) Those that were undertaken together by the JV, Consortium or Association; and



|                  | b) Those that were undertaken by the individual entities of the JV, Consortium or Association.  |
|------------------|---|
|                  | Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.   |
|                  | JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.   |
|                  | The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.  |
| 15. Only One Bid | The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint  |
| 16. Late Bids    | Venture.  Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:  a) they have at least one controlling partner, director or shareholder in common; or  b) any one of them receive or have received any direct or indirect subsidy from the other/s; or  c) they have the same legal representative for purposes of this ITB; or  d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;  e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder;  f) or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. |
| 16. Late Bids    | Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause Deadline for the submission of Bid, will be  |
|                  | rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Bid was sent by email but was  |
|                  | not properly received due to issues in IDLO mailing system.   |
|                  | ITB No. N-UA-2024-000037 6  |



| 17. Validity Period of Bids   | All Bids will be valid for <b>90 days</b> from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO. |
|---|---|
| 18. Modification and withdrawal of Bids   | The Bidder may modify/ withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Bids.   |
|   | The Bidder's modification/ withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Bids.   |
|   | No Bid may be modified nor withdrawn after to the deadline for submission of Bids.  |
|   | No Bid may be modified/ withdrawn in the Interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Submission Form.  |
| 19. Amendment of the Bid  | At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.  If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.           |
| 20. Bidders' conference   | ⊠ N/A   |
| 21. Right to accept, reject,<br>or render non-<br>responsive any or all<br>Bids | IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.                          |
| 22. Clarification of Bids   | To assist in the examination, evaluation and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.   |
| 23. Evaluation of Eligibility and Qualification                                 | In general terms, Bidders that meet the following criteria may be considered qualified:  a) They are not included in IDLO Sanctions lists (EU, US, UN); b) They have a good financial standing and have access to   |
|   | ITB No. N-UA-2024-000037 7  |



| adequate financial resources to perform the contract and all existing commercial commitments.  c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.  24. Price variation  Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.  25. Preliminary Screening  IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.  26. Correction of errors  In the event of a discrepancy between the unit price and the total price, the unit price shall be rocrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.  27. Due Diligence  IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:  a) Verification of accuracy, correctness and authenticity of information provided by the Bidder: b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder; d) Inquiry and reference checking with previous clients, or any other entity that may have done business with the Bidder; e) Physical inspection of the Bidder's offices, branches or |                           |  |  |
|---|---------------------------|--|--|
| of the tender and while the Bid is still valid.  25. Preliminary Screening  IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.  26. Correction of errors  In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.  27. Due Diligence  IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:  a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;  b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;  c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;  d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;  e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;  f) Other means that IDLO may deem appropriate, at any   |                           | existing commercial commitments,  c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;  d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct;  e) They do not have a consistent history of court/ arbitral award decisions against the Bidder; and  f) They have a record of timely and satisfactory performance  |  |
| they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.  In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.  IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:  a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;  b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;  c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;  d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;  e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;  f) Other means that IDLO may deem appropriate, at any  | 24. Price variation       |  |  |
| price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.  27. Due Diligence  IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:  a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;  b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;  c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;  d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;  e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;  f) Other means that IDLO may deem appropriate, at any  | 25. Preliminary Screening | they are complete, whether the documents have been properly  |  |
| at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:  a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;  b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;  c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;  d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;  e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;  f) Other means that IDLO may deem appropriate, at any  | 26. Correction of errors  | price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price  |  |
| contract.   | 27. Due Diligence         | at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:  a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;  b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;  c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;  d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;  e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;  f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the |  |



| 28. Responsiveness of Bid                                     | IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.   |  |
|---|---|--|
|   | IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.   |  |
| 29. Evaluation of Bid   | All eligible Bids are assessed whether they are compliant, i.e., meet or exceed the specifications of the ITB.  |  |
| 30. Right to Vary<br>Requirements at the<br>time of the Award | ☑ Yes - At the time of award of Contract, IDLO reserves the right<br>to vary (increase or decrease) the quantity of goods, by up to a<br>maximum twenty-five per cent (25%) of the total offer, without<br>any change in the unit price or other terms and conditions.  |  |
| 31. Contract Award  | Contract Award shall be granted according to the:  a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B); b) Full submission of Bid Submission Form (Annex D) signed and stamped; c) Full submission of Bidder Information Form (Annex E); d) Full submission of Price Schedule (Annex F) signed and stamped; e) Lowest priced, most technically acceptable/compliant offer; |  |
| 32. Contract Signature  | Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.                              |  |
| 33. Debriefing  | In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.                     |  |
| 34. Payment Terms   | IDLO will make payment within <b>30 days</b> after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.  |  |
| 35. General Terms and Conditions and Supplier Code of Conduct | Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.  |  |
|   | The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.   |  |



| 36. Liquidated Dama | liquidated damages from the Contractor in accordance with  |
|---------------------|--|
|                     | Article 23 of the General Terms and Conditions. Liquidated damages for inferior quality or non-conformance of specifications of Goods will be assessed on a case-by-case basis in accordance with the severity of the problem as determined solely by IDLO. The application of this liquidated damages |
|                     | provision shall not relieve the Contractor of its obligations or liabilities pursuant to this Contract.  |
| 37. Partial Bid     | □ Permitted  |



# ANNEX B PRELIMINARY SCREENING CRITERIA

#### A. MINIMUM ELIGIBILITY CRITERIA

| Subject  | Criteria  | Document Submission<br>Requirement   |
|--|---|--|
| ELIGIBILITY  |   |  |
| Legal Status  Tax Revenue                                      | Vendor is a legally registered entity.  Vendor is registered with pertinent country's revenue authority.  | Valid Certificate of<br>Incorporation/ Registration<br>Valid Internal Revenue<br>Certificate / Tax Clearance   |
| Eligibility  | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 21.                      | Internal Sanctions Chek will be conducted  |
|  |   | Self-Attestation Letter  |
| Litigation History   | No consistent history of court/ arbitral award decisions against the Bidder for the last 3 years.   | Self-Attestation Letter  |
| Bankruptcy   | Has not declared bankruptcy, is not involved in<br>bankruptcy or receivership proceedings, and there is<br>no judgment or pending legal action against the<br>vendor that could impair its operations in the<br>foreseeable future. | Self-Attestation Letter  |
| Certificates and Licenses Duly authori Manufacture a manufactu | <ul> <li>Duly authorized to act as Agent on behalf of the<br/>Manufacturer, or Power of Attorney, if bidder is not<br/>a manufacturer (if applicable)</li> <li>Patent Registration Certificates, if any of</li> </ul>               | <ul> <li>Manufacturer's         Authorization of the         Company as a Sales         Agent     </li> </ul>  |
|  | technologies submitted in the Bid is patented by the Bidder (if applicable)  Export/ Import Licenses, if applicable  Product Catalogues / Brochures / Website attesting compliance to Technical Requirements                        | ■ Statement Letter whether any import or export licenses are required in respect of goods to be purchased including any restrictions on the country of origin, use/ dual use nature of goods   |
|  |   | ■ Product Catalogues or<br>Brochures (Product Data<br>Sheets) attesting<br>compliance with<br>Technical Specifications<br>as mentioned under<br>Annex C; OR, provision<br>of link to Manufacturer's<br>website showing the<br>Product Data Sheet |



#### **B.** QUALIFICATION CRITERIA

| QUALIFICATION          |   |  |
|------------------------|---|--|
| Previous<br>Experience | Minimum 2 years of relevant experience.   | Copies of two (2) contracts/ Word<br>Orders/ Reference Letters from Inter-<br>Governmental/ National/ International<br>Organizations or Foreign Diplomatic<br>Missions in Ukraine with contactable<br>domain email addresses for<br>verification |
| Financial Standing     | A minimum average annual turnover of EUR 5,000.00 for the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).  Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting an audited financial statement (balance sheets, including all related notes, and income statements) for the last 3 years  (For JV/Consortium/Association, all Parties cumulatively should meet requirement). | Audited Financial Statements or Bank<br>Statements<br>for the last 3 years   |



# ANNEX C TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

#### A. About IDLO

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United

Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

#### B. Background

The Office of the Prosecutor General implements a set of measures and tools aimed at improving international cooperation during full-scale invasion. Such cooperation is tightly associated with various types of communications, which requires usage of best technical and security solutions, in particular through procurement and installation of additional equipment, as well as expanding operational capabilities. Currently, the following needs have been identified which must be addressed in the given context.

#### C. Condition of Contract and Expected Output

IDLO aims to provide technical support efficiently, effectively, with accountability and transparency, and as such, the IDLO office in Ukraine issues this ITB for the purpose of solicitating quotations from Service Providers and to establish a Contract for Goods for Procurement of the ICT Equipment as listed in the Annex C.

This ITB is for supply of ICT equipment meeting the below **Minimum Specifications**. Bidders must meet or exceed these specifications. The procurement of the equipment includes delivery and provision of all accessories of the equipment as requested.



#### D. Qualifications of the Successful Contractor

- 1. Be officially registered with the relevant authorities in Ukraine as a legal entity.
- 2. The Contractor is expected to have a minimum of 2 years of professional and relevant experience in selling ICT Equipment to inter-governmental, national, international organizations or foreign diplomatic missions.
- 3. The Contractor shall be able to provide the required IT equipment (as defined in the Table below).
- 4. The Contractor shall only deliver the new equipment, not exhibition samples, not refurbished.

#### E. Scope of Technical Specifications

#### **NEED 1: INFORMATION TECHNOLOGY EQUIPMENT**

In order to ensure operational activity of the office, it shall be equipped with the appropriate information technology equipment to be installed and connected in the premises.

#### **TECHNICAL SPECIFICATION: DATA STORAGE SYSTEM (1 Set)**

| Item                                       | Key parameters (DSS)  |  |
|--|---|--|
| Type of equipment                          | data storage system (NAS)                                   |  |
| Manufacturer                               | Synology, Dell, HPE or equivalent                           |  |
| Installed processor                        | 64-bit architecture, at least 2 cores with a frequency of   |  |
|  | 2.5 Hz each   |  |
| Installed RAM                              | DDR4-2666 or faster, at least 20 GB                         |  |
|  | 3.5" SATA HDD   |  |
| Supported hard disks                       | 2.5" SATA SSD   |  |
|  | M.2 NVMe SSD  |  |
| Number of supported hard drives at least 4 |   |  |
| Ability to expand the number of drives yes |   |  |
| Hot swappable drives                       | yes   |  |
| RAID support                               | yes, 0/1/5/6/10 types                                       |  |
| Number of installed hard drives            | at least 2 based on the list of hard drives recommended     |  |
| Number of installed hard drives            | by the manufacturer (a link to the list shall be provided)  |  |
|  | size: at least 8 TB each,                                   |  |
| Parameters of installed hard drives        | cache memory of at least 256 GB,                            |  |
|  | SATA III 6Gbps interface or faster                          |  |
| Network interfaces                         | at least 2x Gigabit Ethernet (RJ-45), with link aggregation |  |
| Network interfaces                         | function  |  |
| Additional interfaces                      | at least 2x USB 3.2 Gen 1                                   |  |
| Additional interfaces                      | at least 1x eSATA   |  |
| file systems                               | at least ext4 and Btrfs, and additionally NTFS, FAT, exFAT  |  |
| file systems                               | for external drives   |  |



| file protocols                                 | SMB, NFS, FTP, Rsync, WebDAV                                |
|--|---|
| Protocols                                      | HTTP(S), SNMP, LDAP, CalDAV, DLNA                           |
| Automatic synchronization and storage of files |   |
| from cloud services                            | yes, at least with Microsoft 365                            |
| Automatic power on after a power failure       | yes   |
| Web-management interface                       | yes   |
| User access control                            | yes   |
| Power  | 220V 50Hz   |
|  | Supply package shall also include:                          |
|  | power supply unit or adapter with a cable,                  |
|  | 2x GB Ethernet cables with RJ-45 connectors,                |
|  | other cables, adapters, mounts, and mounting elements       |
|  | required for the operation of the equipment with the        |
| Supply package                                 | specified configuration settings, etc.;                     |
| Supply package                                 | all documentation and software (drivers, installation       |
|  | packages, etc.) provided by the manufacturer for this       |
|  | equipment;  |
|  | all licenses required to ensure the full functioning of the |
|  | equipment of the above-mentioned configuration as a         |
|  | stand-alone independent system                              |
| Warranty support                               | Onsite warranty through Ukrainian service center, at least  |
|  | a 12-month equipment manufacturer's warranty but not        |
|  | less than standard warranty offer                           |

### TECHNICAL SPECIFICATION 1: NETWORK SWITCH (1 Psc)

| Item                     | Key parameters (switch)                                   |
|--------------------------|---|
| Manufacturer             | Cisco, DELL, Microtik or equivalent                       |
| Туре                     | managed Ethernet-switch                                   |
| Number of ports          | at least 8x Gigabit Ethernet (RJ-45)                      |
|                          | at least 2x combo (RJ-45 + SFP)                           |
| Installed RAM            | at least 512 MB   |
| Cache memory size        | at least 256 MB   |
| Total switching capacity | at least 15 Gbps  |
| L2 switching functions   | STP, IGMP, LACP, VLAN (port-based ta 802.Q), Loop         |
|                          | detection   |
| Protocols                | LLDP (802.1ab), jumbo frames, prioritization (port-based, |
|                          | 802.1p VLAN, ToS/DSCP) DiffServ, QoS                      |
| Security functions       | Port Security, SSD (Secure Sensitive Data (SSD),          |
|                          | protection against DoS attacks                            |
| Control functions        | CLI via SSH/Telnet, SNTP, ping (SNMP), syslog             |
| Web management interface | yes, HTTPS, with configuration and monitoring             |
| Web-management interface | maintaining functions                                     |
| Wall-mounted option      | yes   |
| User access control      | yes   |
| Power                    | 220V 50Hz   |
| Supply package           | Supply package shall also include:                        |
|                          | power supply unit or adapter with a cable,                |



|                  | other cables, adapters, mounts, and mounting elements required for the operation of the equipment with the |
|------------------|--|
|                  | specified configuration settings, etc.;  |
|                  | all documentation and software (drivers, installation  |
|                  | packages, etc.) provided by the manufacturer for this equipment;   |
|                  |  |
|                  | all licenses required to ensure the full functioning of the  |
|                  | equipment of the above-mentioned configuration as a  |
|                  | stand-alone independent system   |
|                  | Onsite warranty through Ukrainian service center, at   |
| Warranty support | least a 12–month equipment manufacturer's warranty   |
|                  | but not less than standard warranty offer  |

### **TECHNICAL SPECIFICATION 1: NETWORK ROUTER (1 Psc)**

| Item                                      | Key parameters (router)                                    |
|---|--|
| Manufacturer                              | Keenetic, ZyXEL, Microtik or equivalent                    |
| Type                                      | 4G/LTE Wi-Fi router  |
| Installed RAM                             | at least 256 MB  |
| Number of ports                           | at least 4x Gigabit Ethernet (RJ-45)                       |
|   | at least 1x USB 3.0, with an option to connect an LTE      |
|   | modem  |
|   | at least 1x Nano-SIM                                       |
| Max routing speed                         | at least 1,800 Mbps for PoE/PPPoE routing                  |
|   | at least 800 Mbps for L2TP/PPTP routing                    |
| Embedded 4G/LTE modem                     | yes, nano-SIM  |
| Ranges supported by the 4G/LTE modem      | FDD-LTE B1/B3/B5/B7/B8/B20                                 |
|   | (2100/1800/850/2600/900/800 MHz)                           |
|   | TDD-LTE B38/B40/B41 (2600/2300/2500 MHz);                  |
|   | HSPA+/HSDPA/HSUPA/WCDMA B1/B5/B8 (2100/850/900             |
|   | MHz)   |
| Max 4G/LTE speed                          | at least 300 Mbps (Cat.6)                                  |
| Connectors for connecting 4G/LTE antennas | at least 2x, SMA type                                      |
| Removable 4G/LTE antennas included        | yes, at least 2x, with at least 4 dBi gain                 |
| Additional 4G/LTE antennas included       | yes, dual MIMO   |
|   | design: for outdoor (street) year-round usage              |
|   | gain: at least 2x24 dBi in the range of 1,700 – 2,170 MHz, |
|   | polarization: vertical/horizontal,                         |
|   | the antenna shall be supplied with a 20-meter long         |
|   | coaxial cable (50 Ohm) to connect to the router,           |
|   | mounting hardware (clamp), antenna adapters and other      |
|   | elements required for installation and connection          |
| Wi-Fi                                     | yes  |
| Wi-Fi class                               | not lower than AX1800                                      |
|   | (IEEE 802.11ax, operation in two frequency bands 2,4 i     |
|   | 5 GHz, backward compatibility with IEEE                    |
|   | 802.11a/b/g/n/ac)  |
| Max Wi-Fi speed                           | not less than 574 Mbps in the 2.4 GHz band                 |
|   | not less than 1,200 Mbps in the 5 GHz band                 |



| Wi-Fi technologies            | OFDMA, signal focusing in the direction of the user, access control by MAC addresses, WPA2-PSK and WPA-3 PSK authorization, seamless 802.11k/r/v roaming, a guest network option |
|-------------------------------|--|
| Wi-Fi antennas                | 2x or more, MIMO   |
| 5 15                          | with at least 5 dBi gain   |
| Functions and Protocols       | Multi-WAN, Internet connection redundancy  |
|                               | UPnP   |
|                               | IPoE, PPPoE, PPTP, L2TP, 802.1x<br>Ethernet-over-IP, IP-IP, GRE  |
|                               | DHCP, NAT, IGMP  |
|                               | VLAN IEEE 802.1Q   |
| Socurity functions            |  |
| Security functions            | client/server: OpenVPN, PPTP, L2TP over IPSec, SSTP port forwarding  |
|                               | firewall with protection against DoS attacks   |
|                               | setting up an access schedule by clients or interfaces   |
|                               | guest hotspot with authorization   |
|                               | ad blocker   |
| Control functions             | SNTP (NTP), ping (SNMP)  |
| Control functions             | configuration backup and restore   |
|                               | automatic system update  |
|                               | system event log   |
|                               | Yes, with the option to configure, remotely control, and   |
|                               | monitor:   |
| Remote monitoring and control | CLI via SSH/Telnet   |
| nemete memeering and control  | via mobile app (for Android or iOS)  |
|                               | via the web-interface (HTTPS)  |
| User access control           | yes  |
| Power                         | 220V 50Hz  |
|                               | Supply package shall also include:   |
|                               | power supply unit or adapter with a cable,   |
| Supply package                | other cables, adapters, mounts, and mounting elements  |
|                               | required for the operation of the equipment with the   |
|                               | specified configuration settings, etc.;  |
|                               | all documentation and software (drivers, installation  |
|                               | packages, etc.) provided by the manufacturer for this  |
|                               | equipment;   |
|                               | all licenses required to ensure the full functioning of the  |
|                               | equipment of the above-mentioned configuration as a  |
|                               | stand-alone independent system   |
|                               | Onsite warranty through Ukrainian service center, at   |
| Warranty support              | least a 12-month equipment manufacturer's warranty   |
|                               | but not less than standard warranty offer  |

### TECHNICAL SPECIFICATION: UNINTERRUPTIBLE POWER SUPPLY (1 Psc)

| Item          | Key parameters (UPS)               |
|---------------|------------------------------------|
| Manufacturer  | APC, Eaton, Vetrtiv or equivalent  |
| Mounting type | standard 19" rack, mounts included |
| Height        | not higher than 2U                 |



| UPS type                      | line-interactive  |
|-------------------------------|---|
| Wave type                     | Sinusoidal  |
| Battery type                  | lead acid or lithium polymer  |
| Minimum battery life          | 4 years   |
| Max output                    | at least 750 VA   |
| Run time under load           | at least  |
| Battery charging time         | up to 3 hours   |
| Replaceable battery block     | yes   |
| Input voltage range           | not less than 160 – 286 V   |
| Input voltage frequency       | 50/60 Hz +/- 3 Hz with auto-sensing   |
| Overvoltage protection        | yes, not less than 459 J  |
| Noise suppression             | yes, no more than 0.3% of the residual voltage amplitude,                   |
|                               | voltage surge limitation without time delay, meets UL 1449                  |
| Output voltage range          | 220–230 V   |
|                               | 240 V   |
| Harmonic distortion           | up to 5 %   |
| Switching to the battery time | no more than 2 ms as standard   |
| Number of output sockets      | at least 4x IEC C13   |
| LCD screen                    | yes, to control and check the UPS status                                    |
| Indication of                 | witching to battery operation mode  |
|                               | low battery   |
|                               | the option to set delays  |
| USB port                      | yes   |
| Separate management port      | yes   |
|                               | Supply package shall also include:  |
|                               | a power cable for connection to a standard power outlet (IEC C,F / CEE-7/7) |
|                               | other cables, adapters, mounts, and mounting elements                       |
|                               | required for the operation of the equipment with the                        |
| Complex manks and             | specified configuration settings, etc.;                                     |
| Supply package                | all documentation and software (drivers, installation                       |
|                               | packages, etc.) provided by the manufacturer for this                       |
|                               | equipment;  |
|                               | all licenses required to ensure the full functioning of the                 |
|                               | equipment of the above-mentioned configuration as a                         |
|                               | stand-alone independent system  |
|                               | Onsite warranty through Ukrainian service center, at least                  |
| Warranty support              | a 12-month equipment manufacturer's warranty for                            |
|                               | repair or replacement of equipment including battery but                    |
|                               | not less than standard warranty offer                                       |

### **TECHNICAL SPECIFICATION: SERVER CABINET (1 Psc)**

| Item         | Key parameters (server cabinet) |
|--------------|---------------------------------|
| Cabinet type | standard 19", floor-standing    |
| Height       | 15U                             |
| Depth        | 600 mm                          |
| Width        | 600 mm                          |
| Max load     | at least 400 kg                 |



| Mounting rails 19"       | with mounting holes  |
|--------------------------|--|
| Supports                 | adjustable over the entire depth   |
| Legs                     | 4 psc, adjustable  |
| Side panels              | removable  |
| Cable entry              | top + bottom   |
| Fan openings             | yes  |
| Doors                    | toughened glass 180° opening swing swapping option   |
| Assessible described for | crossbar lock, locking the closed door handle with a key   |
| Assembled pull-out shelf | yes, 600–mm deep with telescopic guides, maximum load up to 20 kg  |
| Installed socketboard    | yes, 1U high, metal housing with switch and grounding at least 6 standard sockets (IEC C,F / CEE-7/7) to connect equipment a cable for connecting the socketboard to the UPS output socket (IEC C13 type) included |
| Supply package           | Supply package shall also include: required adapters, mounts, and mounting elements, etc.; door keys (at least 2 for each lock) all documentation and diagrams provided by the manufacturer for this equipment;    |
| Warranty support         | Onsite warranty through Ukrainian service center, at least a 12-month manufacturer's warranty but not less than standard warranty offer  |

### **TECHNICAL SPECIFICATION: LAPTOP (2 Psc)**

| Item                      | Basic parameters (Laptop + software)                            |
|---------------------------|---|
| Manufacturer              | Dell, HP, Lenovo or equivalent                                  |
| Display diagonal:         | 15.6"   |
| Display type              | IPS or WVA, matte or anti-glare coating                         |
| Display resolution        | at least 1,080 p (FHD)  |
| Processor                 | at least Intel Core i5 gen13                                    |
| RAM                       | DDR4-3200 or DDR5, at least 16 GB                               |
| Discrete video adapter    | yes, at least 2 GB  |
| Hard drive                | SSD, at least 512 GB  |
| Network port              | Gigabit Ethernet (RJ-45)  |
| USB ports                 | at least 3x ports (including at least 2x USB 3.2 type, at least |
|                           | 1x USB 3.2 Type-C)  |
| Additional Display port   | HDMI or USB Type-C (DisplayPort)                                |
| Built-in Wi-Fi            | yes, 802.11ax (Wi-Fi 6) or 802.11ac (Wi-Fi 5)                   |
| Built-in Bluetooth        | yes   |
| Fingerprint scanner       | yes   |
| Built-in webcam           | yes, at least 1,080 p   |
| Built-in microphone       | yes   |
| Built-in stereo speakers  | yes   |
| Headphone/microphone jack | yes   |
| TPM 2.0 security module   | yes   |



| Internal keyboard | English and Ukrainian layouts, backlight  |
|-------------------|---|
| Built-in touchpad | yes   |
| Weight            | not more than 1.7 kg  |
| Software          | Windows 11 Pro operating system (for each laptop)   |
| Supply package    | Supply package shall also include power adaptor and all documentation and software provided by the manufacturer for this equipment      |
| Warranty support  | Onsite warranty through Ukrainian service center, at least a 12–month manufacturer's warranty but not less than standard warranty offer |

#### **TECHNICAL SPECIFICATION: MONITOR (2 Psc)**

| Item          | Key parameters (Monitor)  |
|---------------|---|
| Manufacturer  | Samsung, Dell, Asus or equivalent   |
| Diagonal Size | at least 23.8"  |
| Aspect Ratio  | 16:9  |
| Matrix type   | IPS or VA, matte or anti-glare coating  |
| Resolution    | at least 1,080 p (FHD)  |
| Response time | not more than 1 ms  |
| Connectivity  | connection type: HDMI   |
|               | cable included  |
| Tilt          | yes   |
| Warranty      | Manufacturer's warranty of at least 12 months but not less than standard warranty offer |

#### TECHNICAL SPECIFICATION: SET OF KEYBOARD AND MOUSE (2 psc)

| Item            | Key parameters (Keyboard + Mouse)   |
|-----------------|---|
| Manufacturer    | Dell, Logitech  |
| Specifications: | keyboard with a numeric keypad set wireless Ukrainian and English keyboard layouts      |
| Warranty        | manufacturer's warranty of at least 12 months but not less than standard warranty offer |

### **NEED 2: ACCESS CONTROL EQUIPMENT**



In order to ensure operational activity of the office, it shall be equipped with the appropriate access control equipment to be installed and connected in the premises.

### TECHNICAL SPECIFICATION: SECURITY SYSTEM SET WITH PHOTO VERIFICATION ( 1 Psc)

| Item                                 | Key parameters (DSS)  |
|--------------------------------------|---|
| Manufacturer                         | Ajax or another manufacturer headquartered in the USA or      |
|                                      | EU (country of brand registration)                            |
| Included                             | Hub — 1 pc  |
|                                      | Opening detector — 6 psc                                      |
|                                      | Motion detector + camera — 1 pc                               |
|                                      | Key fob − 1 pc  |
| Hub                                  |   |
| Number of connected wireless devices | at least 200  |
| Number of users                      | at least 200  |
|                                      | up to 64 based on the parameters of:                          |
|                                      | alarm response  |
| Automation scenarios                 | planned actions   |
|                                      | response to changing the security mode                        |
|                                      | response to button presses                                    |
|                                      | RJ45 8P8C Ethernet  |
|                                      | Wi-Fi, at least 802.11 b/g/n                                  |
| Communication channels               | 2 micro-SIM slots with 2G/3G/4G (LTE) support                 |
|                                      | automatic switching between communication channels            |
|                                      | two-way communication   |
|                                      | RF communication with devices at a distance of up to 1.5 km   |
|                                      | sabotage-resistant (regular polling of devices within a       |
|                                      | configurable interval, detection of loss of connection)       |
| Construction of contract             | protection against radio interference and signal interception |
| Communication functions              | encryption of communication with a floating key               |
|                                      | re-downloading data in case of a transmission error           |
|                                      | checking the delivery of photos                               |
|                                      | instant notifications   |
|                                      | remote configuration via the app                              |
|                                      | push notifications  |
| Types of notifications               | SMS   |
|                                      | calls   |
|                                      | alarms  |
|                                      | malfunctions  |
| Turner of avanta for notification    | change of the security mode                                   |
| Types of events for notification     | system events   |
|                                      | automation events   |
|                                      | customization of notification types for each user             |
|                                      | y alarm/scenario/request/schedule                             |
| Photographic evidence                | resolution: at least 640x480 pix                              |
|                                      | a series of photos option                                     |
| Supported monitoring protocols       | SIA (DC-09), SurGard (Contact ID), ADEMCO 685                 |
| Power                                | 220V, 50Hz  |



|  | Built-in backup battery to provide at least 12 hours of   |  |  |  |  |
|--|---|--|--|--|--|
|  | autonomous operation  |  |  |  |  |
| Control                                  | Remote control via the app (Windows, MacOS, Android, iOS)   |  |  |  |  |
| SIM-card supported                       | yes, 4G/LTE   |  |  |  |  |
|  | Supply package shall also include:  |  |  |  |  |
|  | power cable, Ethernet cable, all functional and mounting  |  |  |  |  |
|  | elements necessary for the operation of the equipment,  |  |  |  |  |
|  | mounts, etc.;   |  |  |  |  |
| Supply package                           | all documentation and software (drivers, installation   |  |  |  |  |
|  | packages, etc.) provided by the manufacturer for this   |  |  |  |  |
|  | equipment;  |  |  |  |  |
|  | all licenses required to ensure the full functioning of the   |  |  |  |  |
| O control del color                      | equipment as part of the system   |  |  |  |  |
| Opening detector                         | Colores and the desires and the first terms of the state |  |  |  |  |
| Type Protection class                    | wireless opening detector compatible with the hub   |  |  |  |  |
|  | not lower than IP50   |  |  |  |  |
| Tamper alarm                             | yes   |  |  |  |  |
| Authentication to prevent spoofing       | yes   |  |  |  |  |
| Jamming notification                     | yes   |  |  |  |  |
| Communication encryption                 | yes   |  |  |  |  |
| Terminals for connecting other detectors | yes   |  |  |  |  |
| Opening capacity                         | up to 2 mln times   |  |  |  |  |
|  | two-way communication at a distance of up to 1.2 km   |  |  |  |  |
|  | sabotage-resistant (regular polling, detection of loss of   |  |  |  |  |
| Communication functions                  | connection)   |  |  |  |  |
| Communication functions                  | protection against radio interference and signal jamming  |  |  |  |  |
|  | encryption of communication with a floating key instant notifications   |  |  |  |  |
|  | remote configuration via the app  |  |  |  |  |
| Detection elements                       | at least reed switch and accelerometer  |  |  |  |  |
| Tilt sensor trigger threshold            | adjustable in the range of at least 5° to 25°   |  |  |  |  |
| Shock sensitivity                        | yes, three-level  |  |  |  |  |
| SHOCK Sensitivity                        | autonomous providing at least 4 years of operation.   |  |  |  |  |
| Power                                    | Battery(s) included   |  |  |  |  |
|  | Supply package shall also include:  |  |  |  |  |
|  | all functional and mounting elements necessary for the  |  |  |  |  |
|  | operation of the equipment, mounts, etc.;   |  |  |  |  |
|  | all documentation and software (drivers, installation   |  |  |  |  |
| Supply package                           | packages, etc.) provided by the manufacturer for this   |  |  |  |  |
|  | equipment;  |  |  |  |  |
|  | all licenses required to ensure the full functioning of the   |  |  |  |  |
|  | equipment as part of the system   |  |  |  |  |
| Motion detector + camera                 | ,   |  |  |  |  |
|  | wireless motion detector with camera compatible with the  |  |  |  |  |
| Туре                                     | hub   |  |  |  |  |
| Protection class                         | not lower than IP50   |  |  |  |  |
| Tamper alarm                             | Yes   |  |  |  |  |
| Authentication to prevent spoofing       | Yes   |  |  |  |  |
| Jamming notification                     | Yes   |  |  |  |  |
|  | +   |  |  |  |  |



| Communication functions                | two-way communication at a distance of up to 1.7 km sabotage-resistant (regular polling, detection of loss of connection) protection against radio interference and signal jamming encryption of communication with a floating key instant notifications   |  |  |  |  |
|--|--|--|--|--|--|
| Datastian alamanta                     | remote configuration via the app  Infrared sensor  |  |  |  |  |
| Detection elements                     |  |  |  |  |  |
| Motion detection range                 | up to 12 m   |  |  |  |  |
| Motion detection speed Field of View   | not less than 0.3 to 2.0 m/s range horizontal field of view: at least 88° vertical field of view: at least 80°   |  |  |  |  |
| Protection against false responses     | Yes  |  |  |  |  |
| Photos by alarm                        | yes  |  |  |  |  |
| Maximum resolution                     | at least 640x480 pix   |  |  |  |  |
| Infrared illumination                  | yes  |  |  |  |  |
| Series of photos                       | yes  |  |  |  |  |
| Photo delivery time                    | up to 20 seconds for maximum resolution  |  |  |  |  |
| Power                                  | autonomous providing at least 4 years of operation.  Battery(s) included   |  |  |  |  |
| Supply package                         | Supply package shall also include: all functional and mounting elements necessary for the operation of the equipment, mounts, etc.; all documentation and software (drivers, installation packages, etc.) provided by the manufacturer for this equipment; all licenses required to ensure the full functioning of the equipment as part of the system |  |  |  |  |
| Key fob                                |  |  |  |  |  |
| Туре                                   | key fob for remote control of security modes compatible with the hub   |  |  |  |  |
| Number of buttons                      | at least 4   |  |  |  |  |
| Protection against accidental pressing | yes  |  |  |  |  |
| Panic button deactivation              | yes  |  |  |  |  |
| Confirmation of command delivery       | yes  |  |  |  |  |
| Communication functions                | two-way communication with encryption RF communication at a distance of up to 1.2 km customizable detector ping polling period self-regulating radio signal power remote configuration via the app   |  |  |  |  |
| Power                                  | autonomous providing at least 4 years of operation.  Battery(s) included   |  |  |  |  |
| Warranty support                       | at least a 12-month equipment manufacturer's warranty for all listed equipment but not less than standard warranty offer   |  |  |  |  |

### TECHNICAL SPECIFICATION: BIOMETRIC LOCK (2 psc)

| Item | Key parameters (switch) |
|------|-------------------------|



| Manufacturer                                     | UltraLoq (U-tec) or another manufacturer headquartered  |
|--|---|
|  | in the USA or EU (country of brand registration)  |
| Type   | biometric mortise lock  |
| Mounting   | vertical  |
| Locking type                                     | main  |
| Number of handles                                | 2   |
| Protection class                                 | not lower than IP65   |
| Main manufacturing material                      | zinc alloy, other equivalent or more durable metal  |
| Door thickness for installation                  | 40–65 mm  |
| Opening method                                   | fingerprint (reading time up to 0.3 seconds) digital code (with backlight)  |
|  | smartphone app  |
| Devenible bendle                                 | physical key  |
| Reversible handle                                | yes   |
| Automatic locking                                | yes   |
| Supported connections                            | Wi-Fi   |
| Mahilaana  | Bluetooth   |
| Mobile app                                       | yes   |
| Functions available in the mobile app            | user management   |
|  | provision of temporary access   |
|  | granting access on a schedule   |
|  | event log with user, time, and access method notifications about events   |
| Data anarystian                                  | AES or better   |
| Data encryption                                  |   |
| The maximum number of registered codes           | at least 50   |
| The maximum number of registered users           | at least 50   |
| The maximum number of fingerprints for each user | at least 2  |
| Power  | autonomous providing at least 1 year of operation (or up to 8 thousand openings). Battery(s) included USB connector (microUSB or Type-C) for connecting a standard 5 V external battery (PowerBank)                         |
| Battery discharge notification                   | yes   |
| 22 7 4.33.14.152 1.32.11.04.1011                 | Supply package shall also include: keys sets (at least 2) required mounts, connecting and mounting elements, etc.;  |
| Supply package                                   | all documentation and software (drivers, installation packages, etc.) provided by the manufacturer for this equipment; all licenses required to ensure the functioning of the equipment as a stand-alone independent system |
| Warranty support                                 | At least a 12–month equipment manufacturer's warranty but not less than standard warranty offer   |

#### **NEED 3: UNLIMITED 4G/LTE DATA TRANSFER SERVICE**

In order to ensure operational activity of the office, it shall be equipped with the appropriate access control equipment to be installed and connected in the premises.



### TECHNICAL SPECIFICATION: 4G/LTE SERVICE CONTRACT (1 Psc)

| Item                | 4G/LTE service contract                                 |
|---------------------|---|
| Service Provider    | Kyivstar, Lifecell, Vodafone                            |
| Service type        | Unlimited Internet 4G/LTE connection                    |
| Service duration    | 12 month, 24/7  |
| SIM-card type       | MicroSIM/NanoSIM  |
| Quantity            | 2 SIM cards with the same number and tariff (SIM-clone) |
| SMS per month limit | 200 or more   |
| Warranty support    | 12 month, according to Service Provider Terms           |

#### **TECHNICAL SPECIFICATION: MICROSOFT 365 LICENSES (1 Set)**

| Item             | Microsoft 365 Business premium licenses |  |  |  |
|------------------|---|--|--|--|
| Service Provider | Microsoft                               |  |  |  |
| Users            | 5 user licenses                         |  |  |  |
| Service duration | 12 month, 24/7                          |  |  |  |
| Warranty support | 12 month, according to Microsoft Terms  |  |  |  |



## ANNEX D BID SUBMISSION FORM

# This Form must be submitted using the Supplier's Official Letterhead/ Stationery in the format specified below)

Dear Sir / Madam.

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Goods** for [INSERT AMOUNT OF MONEY AND CURRENCY] as may be ascertained in accordance with the Price Schedule (Annex F) attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

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

We hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

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

| Company/ Organization:         |                                  |  |
|--------------------------------|----------------------------------|--|
| Name:                          |                                  |  |
| Title:                         |                                  |  |
| Date: <mark>Select date</mark> |                                  |  |
| Signature:                     |                                  |  |
|                                | Duly authorized to sign this Bid |  |



# ANNEX E BIDDER INFORMATION FORM

| Name of Bidder:   | [Complete]   | Date: Select date  |  | Select date  |  |
|---|--|--|--|--|--|
| ITB reference:  | ITB No. N-UA-2   | 2024-000037  | 7  |  |  |
| Legal name of Bidder Legal address Year of registration Bidder's Authorized Representative Information              |  | [Complete] [Complete] [Complete] Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]  |  |  |  |
| Are you an IDLO ve  | ndor?  | ☐ Yes ☐ No   | If yes, [insert II   | DLO ver  | ndor number]   |
| Countries of operati  |  | [Complete]   | / 65, [65.1.   |  |  |
| No. of full-time emp<br>Quality Assurance C<br>ISO 9000 or Equiva<br>provide a Copy of the                          | oloyees<br>ertification (e.g.<br>alent) ( <i>If yes,</i> | [Complete]<br>[Complete]   |  |  |  |
| Does your Company<br>accreditation such as<br>ISO 14064 or equiva<br>the environment? (If<br>Copy of the valid Cert | s ISO 14001 or<br>alent related to<br>yes, provide a     | [Complete]   |  |  |  |
| Contact person that contact for requests clarifications during  | for  | Name: [Comp<br>Title: [Comple<br>Telephone nu<br>Email: [Comp  | <mark>ete]</mark><br>ımbers: <mark>[Comple</mark> t  | te]  |  |
| Please attach the fo<br>documents:<br>[As per Annex B – Pr<br>Screening Criteria]                                   | Ū  | <ul> <li>Tax Reginternal Fupdated variates and Bidder</li> <li>Trade nar</li> <li>Certificating the Manu</li> <li>Patent Resubmitted applicable</li> <li>Self-Attende debarred, Organizat</li> </ul> | Revenue Authorite with its tax paymention, if any sume registration pation or authorization facturer, or Power egistration Certical in the Bid is estation Letter that nor otherwise iction or the Woonal Organization | nt Cert ty evide nent obli apers, if ion to ac er of Atto ficates, s paten at Vendo dentified orld Ban | ificate issued by the ncing that the Bidder is gations, or Certificate of lege is enjoyed by the |



- Self-Attestation Letter that Vendor has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.
- Self-Attestation Letter that there are no consistent history of court/ arbitral award decisions against the Bidder for the last 3 years.
- Copies of two (2) contracts/ LPOs / Reference Letters from Inter-Governmental/National/International Organizations or Foreign Diplomatic Missions in Ukraine with contactable domain email addresses for verification
- Copy of Product Catalogues/ Brochures/ Website attesting compliance to Technical Specifications
- Financial Statements or Bank Statements for the past three (3) years



## ANNEX F PRICE SCHEDULE

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

IDLO is registered in Ukraine as an implementer of international technical assistance project and is free of VAT obligations. This means that the price in the quotation must be indicated without VAT and any invoice submitted in the future must include the phrase **«No VAT»**.

The format shown in the below table should be used while preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Note: the unit prices are fixed in EUR. However, the payment might be performed in the local currency (UAH) as per the exchange rate of the National Bank of Ukraine on the date of the invoice issuance.



| Lots       | Type of ICT Equipment                                  | Description of<br>Technical<br>Specifications               | Unit<br>Measure | Required quantity | Unit Price<br>In EUR, excluding<br>VAT | Total Price<br>In EUR,<br>excluding<br>VAT |  |  |
|------------|--|---|-----------------|-------------------|--|--|--|--|
| NEED 1 / I | NFORMATION TECHNOLOGY EQUIP                            | MENT  |                 |                   |  |  |  |  |
| Lot 1      | Set of Data storage system                             | As per Annex C<br>(Paragraph E) Technical<br>Specifications | Pcs             | 1                 |  |  |  |  |
| Lot 2      | Network switch   | As per Annex C<br>(Paragraph E) Technical<br>Specifications | Pcs             | 1                 |  |  |  |  |
| Lot 3      | Network router   | As per Annex C<br>(Paragraph E) Technical<br>Specifications | Pcs             | 1                 |  |  |  |  |
| Lot 4      | Uninterruptible Power Supply                           | As per Annex C<br>(Paragraph E) Technical<br>Specifications | Pcs             | 1                 |  |  |  |  |
| Lot 5      | Server Cabinet   | As per Annex C<br>(Paragraph E) Technical<br>Specifications | Pcs             | 1                 |  |  |  |  |
| Lot 6      | Laptop   | As per Annex C<br>(Paragraph E) Technical<br>Specifications | Pcs             | 2                 |  |  |  |  |
| Lot 7      | Monitor  | As per Annex C<br>(Paragraph E) Technical<br>Specifications | Pcs             | 2                 |  |  |  |  |
| Lot 8      | Set Of Keyboard And Mouse                              | As per Annex C<br>(Paragraph E) Technical<br>Specifications | Pcs             | 2                 |  |  |  |  |
| NEED 2 / / | ACCESS CONTROL EQUIPMENT                               |   |                 |                   |  |  |  |  |
| Lot 9      | Security system set with photo verification            | As per Annex C<br>(Paragraph E) Technical<br>Specifications | Pcs             | 1                 |  |  |  |  |
| Lot 10     | Biometric lock   | As per Annex C<br>(Paragraph E) Technical<br>Specifications | Pcs             | 2                 |  |  |  |  |
| NEED 3/    | NEED 3 / <u>UNLIMITED 4G/LTE DATA TRANSFER SERVICE</u> |   |                 |                   |  |  |  |  |

| Lots                           | Type of ICT Equipment                       | Description of<br>Technical<br>Specifications               | Unit<br>Measure | Required quantity | Unit Price<br>In EUR, excluding<br>VAT | Total Price<br>In EUR,<br>excluding<br>VAT |
|--------------------------------|---|---|-----------------|-------------------|--|--|
| Lot 11                         | 4G/LTE SERVICE CONTRACT (1 PCS)             | As per Annex C<br>(Paragraph E) Technical<br>Specifications | Pcs             | 1                 |  |  |
| Lot 12                         | Microsoft 365 licenses                      | As per Annex C<br>(Paragraph E) Technical<br>Specifications | Pcs             | 1                 |  |  |
| DELIVERY /                     | INSTALLATION                                |   |                 |                   |  |  |
| Lot 13                         | Delivery of goods (Need 1 / Need 2/ Need 3) | As per Annex C<br>(Paragraph E) Technical<br>Specifications | Service         | 1                 |  |  |
| Total Cost of Goods            |   |   |                 |                   |  |  |
| Other Charges (please specify) |   |   |                 |                   |  |  |
| Grand Total                    |   |   |                 |                   |  |  |

<u>Table 2: Offer for After-Sale Services and Other Conditions</u>

| Other Information   | Responses           |                      |  |
|---|---------------------|----------------------|--|
|   | Yes, we will comply | No, we cannot comply | If you cannot comply, pls. indicate counter proposal |
| Delivery Lead Time of 10 working days within Need 1 (Information technology equipment) / Need 2 (Access control equipment) / Need 3 (Unlimited 4G/LTE Data Transfer Service) from date of contract signature.   |                     |                      |  |
| Warranty as per Lot specifications under Annex C Technical  | Specifications      |                      |  |
| <ul> <li>Lot 1 Data storage system</li> <li>Warranty support: onsite warranty through         <ul> <li>Ukrainian service center, at least a 12–month</li> <li>equipment manufacturer's warranty but not less</li> <li>than standard warranty offer</li> </ul> </li> </ul> |                     |                      |  |
| Lot 2 Network switch  - Warranty support: onsite warranty through Ukrainian service center, at least a 12-month equipment manufacturer's warranty but not less than standard warranty offer   |                     |                      |  |
| Lot 3 Network router  - Warranty support: onsite warranty through Ukrainian service center, at least a 12-month equipment manufacturer's warranty but not less than standard warranty offer   |                     |                      |  |
| Lot 4 Uninterruptible Power Supply  - Warranty support: onsite warranty through Ukrainian service center, at least a 12–month   |                     |                      |  |

| including the battery but not less than standard warranty offer |  |
|---|--|
| Lot 5 Server Cabinet  |  |
| - Warranty support: onsite warranty through                     |  |
| Ukrainian service center, at least a 12–month                   |  |
| manufacturer's warranty but not less than standard              |  |
| warranty offer  |  |
| Lot 6 Laptop  |  |
| <ul> <li>Warranty support: onsite warranty through</li> </ul>   |  |
| Ukrainian service center, at least a 12-month                   |  |
| manufacturer's warranty but not less than standard              |  |
| warranty offer  |  |
| Lot 7 Monitor   |  |
| - Warranty: Manufacturer's warranty of at least                 |  |
| 12 months but not less than standard warranty offer             |  |
| Lot 8 Set of Keyboard and mouse                                 |  |
| - Warranty: Manufacturer's warranty of at least                 |  |
| 12 months but not less than standard warranty offer             |  |
| Lot 9 Security system set with photo verification               |  |
| - Warranty: Manufacturer's warranty of at least                 |  |
| 12 months but not less than standard warranty offer             |  |
| Lot 10 Biometric lock   |  |
| - Warranty support: at least a 12–month equipment               |  |
| manufacturer's warranty but not less than standard              |  |
| warranty offer  |  |
| Lot 11 4G/LTE SERVICE CONTRACT                                  |  |
| - 12 month, according to Service Provider Terms                 |  |
| Lot 12 Microsoft 365 licenses                                   |  |

| - | 12 month service and warranty support according to |  |  |
|---|--|--|--|
|   | Microsoft Terms                                    |  |  |

| Name, position and signature of the Bidder | Bidder's Stamp |
|--|----------------|
|  |                |
| Duly authorised to sign this Bid           |                |
| Date:                                      |                |

# ANNEX G IDLO SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of **Goods**. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of **Goods**.

| Place of delivery | Office of the Prosecutor General, Kyiv.  |
|-------------------|--|
| Delivery date     | Delivery Lead Time of 10 working days for Need 1 (Information technology equipment) / Need 2 (Access control equipment) / Need 3 (Unlimited 4G/LTE Data Transfer Service) from date of contract signature. |
| Payment terms     | IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider.                      |
| Warranty          | ☑ Warranties on Parts for minimum period Indicated on Annex F  |



# IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR SERVICES AND IDLO SUPPLIER CODE OF CONDUCT

Any proposal submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website:

https://www.idlo.int/sites/default/files/documents/general\_terms\_and\_conditions\_for\_goods\_august\_2020.pdf

https://www.idlo.int/sites/default/files/documents/general\_terms\_and\_conditions\_for\_servic\_es\_august\_2020.pdf

https://www.idlo.int/sites/default/files/documents/idlo-supplier-code-of-conduct.pdf

