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**Revision no:1 dated 21 March 2019**

## **INVITATION TO BID**

**Forensic Genetic Laboratory services for the Committee on Missing Persons in Cyprus**

ITB No.: UNDP CYP ITB 018 2019

Project: SUPPORT TO THE COMMITTEE ON MISSING PERSONS' PROJECT ON EXHUMATION, IDENTIFICATION AND RETURN OF REMAINS OF MISSING PERSONS IN CYPRUS

Country: CYPRUS

Issued on: 26 February 2019

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## Section 1. Letter of Invitation

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

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

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Bidding Forms
  - Form A: Bid Submission Form
  - Form B: Bidder Information Form
  - Form C: Joint Venture/Consortium/Association Information Form
  - Form D: Qualification Form
  - Form E: Technical Bid (Technical Capacity)
  - Form F: Bill of Quantities (Price Schedule Form)
  - Form G: Form of Bid Security

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

Please acknowledge receipt of this ITB by sending an email to [SOLICITATIONS.CY@UNDP.ORG](mailto:SOLICITATIONS.CY@UNDP.ORG), indicating whether you intend to submit a Bid or otherwise. Should you require further clarifications, kindly communicate with the contact EMAIL identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Issued by

Approved by:

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Name: MERT INAL  
Title: PROCUREMENT MANAGER  
Date: **February 26, 2019**

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Name: TIZIANA ZENNARO  
Title: HEAD OF OFFICE  
Date: **February 26, 2019**

## Section 2. Instruction to Bidders

GENERAL PROVISIONS	
<b>1. Introduction</b>	<p>1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a></p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<a href="http://www.ungm.org">www.ungm.org</a>). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
<b>2. Fraud &amp; Corruption, Gifts and Hospitality</b>	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a></p>
<b>3. Eligibility</b>	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

<p><b>4. Conflict of Interests</b></p>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> <li>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
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**B. PREPARATION OF BIDS**

<p><b>5. General Considerations</b></p>	<p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>
<p><b>6. Cost of Preparation of Bid</b></p>	<p>6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<p><b>7. Language</b></p>	<p>7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>

<p><b>8. Documents Comprising the Bid</b></p>	<p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
<p><b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b></p>	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
<p><b>10. Technical Bid Format and Content</b></p>	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>
<p><b>11. Price Schedule</b></p>	<p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
<p><b>12. Bid Security</b></p>	<p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails:</li> </ul>

	<ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul>
<b>13. Currencies</b>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> <li>a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and</li> <li>b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</li> </ul>
<b>14. Joint Venture, Consortium or Association</b>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<b>15. Only One Bid</b>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to</p>



	<p>have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>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;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ul>
<b>16. Bid Validity Period</b>	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<b>17. Extension of Bid Validity Period</b>	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
<b>18. Clarification of Bid (from the Bidders)</b>	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
<b>19. Amendment of Bids</b>	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
<b>20. Alternative Bids</b>	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the</p>

	<p>conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
<b>21. Pre-Bid Conference</b>	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>
<b>C. SUBMISSION AND OPENING OF BIDS</b>	
<b>22. Submission</b>	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
<b>Hard copy (manual) submission</b>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> <li>i. Bear the name of the Bidder;</li> <li>ii. Be addressed to UNDP as specified in the BDS; and</li> <li>iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
<b>Email and eTendering submissions</b>	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> <li>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> <li>b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</li> </ol> <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional</p>

	<p>videos available on this link:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a></p>
<b>23. Deadline for Submission of Bids and Late Bids</b>	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
<b>25. Bid Opening</b>	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
<b>D. EVALUATION OF BIDS</b>	
<b>26. Confidentiality</b>	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
<b>27. Evaluation of Bids</b>	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:  a) Preliminary Examination including Eligibility</p>

	<ul style="list-style-type: none"> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ul> <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
<b>28. Preliminary Examination</b>	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
<b>29. Evaluation of Eligibility and Qualification</b>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<b>30. Evaluation of Technical Bid and prices</b>	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
<b>31. Due diligence</b>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>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;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection</li> </ul>

	process, prior to awarding the contract.
<b>32. Clarification of Bids</b>	<p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
<b>33. Responsiveness of Bid</b>	<p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<b>34. Nonconformities, Reparable Errors and Omissions</b>	<p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</li> </ul> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
<b>35. Right to Accept, Reject, Any or All Bids</b>	<p>35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>

36. Award Criteria	36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a>
43. Liquidated Damages	43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.

<p><b>45. Vendor Protest</b></p>	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a></p>
<p><b>46. Other Provisions</b></p>	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>

## Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will not be Conducted Time: n/a Date : n/a Venue : n/a
5	16	Bid Validity Period	120 days
6	13	Bid Security	<input checked="" type="checkbox"/> Required in the amount of USD 40,000 Acceptable Forms of Bid Security <ul style="list-style-type: none"> <li>▪ Bank Guarantee (See Form G for template)</li> </ul>
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed
9	40	Performance Security	Required in the amount of %10 of the contract price if Purchase Order total amount issued for a batch of samples to be analyzed exceeds 500,000 USD
10	12	Currency of Bid	<i>United States Dollar or Euro Reference for determining UN Operational Exchange rate: February 2019 USD/EUR; 0.876</i>
11	31	Deadline for submitting requests for clarifications/ questions	<b>5 days</b> before the submission deadline. UNDP will provide clarification up to <b>3 days</b> from the date of submission of bids. UNDP may also carry out revisions to the bid documents up to <b>3 days</b> before the deadline of submission of bids.



12	31	Contact Details for submitting clarifications/questions	E-mail address: solicitation.cy@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posting on the website <a href="http://www.cy.undp.org/">http://www.cy.undp.org/</a> <a href="http://procurement-notice.undp.org/">http://procurement-notice.undp.org/</a>
14	23	Deadline for Submission	<b>8 April 2019, 16:00 CYPRUS LOCAL TIME</b>
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> Courier/Hand Delivery
15	22	Bid Submission Address	Home for Cooperation located opposite the Ledra Palace Hotel in the UN Buffer Zone in Nicosia. In order to deliver, you need to call number: +35722874733 or +903922200027. In case of late delivery of the tender UNDP Cyprus will not be responsible even if the call is made before.
16	22	Electronic submission (email or eTendering) requirements	NOT APPLICABLE
17	25	Date, time and venue for the opening of bid	<b>Date and Time: April 8, 2019 4:15 PM</b> Venue: HOME FOR COOPERATION, BUFFER ZONE, NICOSIA (OPPOSITE LEDRA PALACE HOTEL)
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	<b>May 1, 2019</b>
20		Maximum expected duration of contract	<b>Initially until 31 December 2019 and extendable up to 36 months.</b>
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Goods and/or Services to UNDP FACE SHEET CONTRACT <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>

24		Other Information Related to the ITB	n/a
25		No. of copies of the bid that must be submitted	Original: 1 (one) – hardcopy Electronic Copy: 1 (one)- CD/USB
26	39	Special Conditions to the General Conditions of the Contract	n/a

## Section 4. Evaluation Criteria

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### Preliminary Examination Criteria

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

- Appropriate signatures
- Minimum Bid documents provided
- Bid Validity
- Bid Security submitted as per ITB requirements with compliant validity period

### Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b>	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
<b>Certificates and Licenses</b>	<ul style="list-style-type: none"> <li>▪ Quality Certificate – ISO/IEC 17025</li> </ul> Valid accreditation to ISO/IEC 17025 standards for forensic genetics and accreditation must be through an agency with signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement (ILAC MRA). Bidder should demonstrate an action plan for having necessary surveillance audits during the period of the Contract.	Form B: Bidder Information Form
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

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

<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 5 years.	Form D: Qualification Form
<b>Previous Experience</b>	<ul style="list-style-type: none"> <li>▪ Minimum 10 years of experience in processing bone remains for human identification purposes.</li> <li>▪ Minimum an average of 2000 DNA analysis per year for the last 5 years (DNA Laboratory must possess capabilities for processing a large number of bone samples, and comparing their extracted DNA profiles with an anonymous database of Family Reference Sample profiles that the CMP will provide).</li> <li>▪ The Bidder should demonstrate that they have various validated different techniques for DNA extraction / amplifications to apply for difficult samples.</li> <li>▪ Minimum an average of 2000 DNA analysis per year for the last 5 years (DNA Laboratory must possess capabilities for processing a large number of bones samples and comparing their extracted DNA profiles with an anonymous database of Family Reference Sample profiles that the CMP will provide). (For JV/Consortium/Association, all Parties cumulatively should meet requirement).</li> </ul>	Form D: Qualification Form
<b>Financial Standing</b>	Minimum cumulative turnover of 1.0 million Euro for the 3 years of 2016, 2017 and 2018 certified by the accountant. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. Current ratio for 2017 should not be less than 1.10. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
<b>Technical Evaluation</b>	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
<b>Financial Evaluation</b>	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Comparison with budget/internal estimates.	Form F: Price Schedule Form

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

## Section 5: General Requirements, Technical Specifications, Reporting Template and the Reporting Template

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### 1. BACKGROUND

The United Nations Development Programme (UNDP) in Cyprus is in search of a Forensic Genetic Laboratory contracted for an initial period until 31 December 2019 with the possibility of extension up to 36 months. The selected DNA Laboratory will establish an effective partnership with the Committee on Missing Persons in Cyprus (CMP) as Service Provider for the integration of DNA analyses into the overall identification process. The Forensic Genetic Laboratory to whom this letter is addressed, (henceforth referred to as “Contractor”) is invited to submit their most competitive bid (proposal) for the following services.

The principal mandate of the CMP is to establish the fate of those that went missing as a consequence of the tragic events of 1963-1964 and 1974 in Cyprus and to provide answers to anguished families. In order to provide such answers, the CMP must, amongst other tasks, interview witnesses, conduct investigations and exhumations, identify and return remains of missing persons to family members. This process enables relatives of the missing persons to arrange for a proper burial and close a long period of anguish and uncertainty; thereby promoting a process of reconciliation, healing and dialogue between both communities. For more information about the CMP mission, please visit the CMP website at [www.cmp-cyprus.org](http://www.cmp-cyprus.org).

### 2. SERVICES REQUIRED

#### A. Services Required During the Period of the Contract

Item No	Description of service	Delivery Date
1	DNA Extraction	Weekly reporting on the status of each sample sent. Provision of initial results within 5 weeks of sample submission.
2	Nuclear DNA testing on bone or tooth samples from missing persons	
3	Y-STR testing on bone or tooth samples from missing persons	
4	Mitochondrial DNA testing on bone or tooth samples from Missing Persons (HVR1, HVR2 or other validated methods with similar discrimination)	

#### B. Description of Tests Required

- (1) The Contractor shall conduct the following DNA tests.
  - (i) Nuclear (SNPs, STRs, Y-STRs) and mitochondrial DNA testing of bone and/or tooth samples;
  - (ii) Re-testing of bone or tooth samples for nuclear DNA (SNPs, STRs, Y-STRs);
  - (iii) Nuclear (SNPs, STRs, Y-STRs) and, if necessary, mitochondrial DNA testing of Family Reference samples (FRS) from relatives (blood or buccal) of the missing, the vast majority of whom are located in Cyprus, but also include a few cases of individuals from other countries.

(iv) Nuclear (SNPs, STRs, Y-STRs) and, if necessary, mitochondrial DNA testing of Staff Reference samples from CMP staff (blood or buccal).

(2) Re-testing will be conducted on missing person's bones and/or tooth samples only when reportable (see "STR analysis" below) or full profiles are not obtained and the Contractor reasonably believes, based on its vast experience with skeletal remains, that a partial or full profile is likely to be obtained if a different methodology is applied on the remaining portion of the same sample or on a new sample. This provision is subject to the specifications to be established in that respect in the contract to be entered into between the UNDP and the Contractor as a result of this bid.

C. Delivery of Samples

The Contractor jointly with the CMP will schedule the delivery of samples from missing persons during the life of the contract resulting here from.

D. Sample Codes

The Contractor shall respect and maintain the sample code placed by the CMP on each of the samples delivered to the Contractor, unless both parties agree to use different codes for some special cases. In such a case, the new code shall clearly specify the code correspondence used.

D. Data Analysis

(1) All reported profiles shall be interpreted in duplicate independently by qualified analysts. All profiles shall be reported accurately in forms of raw data, PDF files of EPGs, Excel files and uploaded in the CMP information management system (M-Files). Information on each of the attempts to obtain a reportable DNA profile should also be reported. The Contractor must inform on the RFU threshold used to the allele call for each kit employed. The use of expert automated systems rather than qualified analysts must be approved in writing by the CMP prior to implementation, and the expert automated systems must be validated by the laboratory and approved by NDIS (National DNA Index System). Upon approval, some of the data presentation parameters may be modified to ensure proper allele calls.

(2) The parameters, which will be detailed in the contract between the Contractor and the CMP, shall apply to buccal, blood, dental, and skeletal samples; however, the CMP will show leniency in applying some of these parameters to dental and skeletal samples on a case-by-case basis after discussion with the Contractor.

E. The STR-analysis of a specimen shall not be considered reportable until genotypes for at least 12 STR loci have been generated and accepted by the CMP, while a complete 16 STR loci profile is preferred. In cases where samples do not yield the minimum 12 loci, the Contractor shall re-test (re-amplify or re-extract) the sample a minimum of two times, altering conditions within the boundaries of the Contractor's written Standard Operating Procedures as necessary to achieve a reportable ( $\geq 12$  loci) or complete profile. NOTE: The CMP will only pay for reportable or complete profiles or profiles that have been re-tested at least twice, as outlined above. Failures cannot be attributed to errors or omissions on the part of the Contractor (e.g. failed ladder or control).

F. Prior probabilities will be established by the CMP and sent to the Contractor

G. Population databases are to be determined jointly with the CMP

The CMP may provide the Contractor with a local frequency database in order to conduct massive comparisons for STR markers and mtDNA sequence purposes. The CMP and the Contractor may recommend the use of other international databases, in addition to a local one.

#### H. Confidentiality of Missing Person and Relative Information

(1) The relative and missing person samples to be delivered to the Contractor will be identified only by codes. The Contractor will not have access to the names of the missing and cannot disclose information about relatives or missing persons to any party other than the CMP. Only the CMP and relatives will know the relationship between codes and names. Genetic profiles of missing persons and relatives will be considered confidential information.

(2) In the event that the Contractor may become aware of names or any other means of identification of missing persons or relatives, it shall report that situation to the CMP in writing and take all necessary steps to prevent its disclosure to any other party.

(3) The Contractor shall agree by a written contract that it cannot make public statements regarding any of the cases related to this bid and its resulting contract, unless pre-arranged and approved with CMP.

(4) Standard Operating Procedures (SOP) shall be agreed upon between the Contractor and the CMP based on their respective priorities and necessities, provided that at all times the parties agree to comply with all applicable evidentiary and chain of custody laws, rules and regulations of the country where the selected Contractor is based. The chain of custody requirements applicable to the samples comprised in this bid shall be provided to the Contractor by the CMP.

(5) The Contractor shall demonstrate that the national authorities of the country in which it is based are prohibited under all circumstances from having access to the database of information held.

#### I. Restrictions on Use

(1) It is understood that the Contractor shall only use the samples from relatives and the results of the respective DNA analyses exclusively for the purpose of identifying the remains of missing persons that fall within the scope of the CMP project.

(2) The samples, extractions, electropherograms as well as the genetic profiles obtained shall not be used for scientific, commercial or purposes other than the one established in point (I1) without the prior written consent of the CMP and each donor of the sample, extraction, or profile in question.

#### J. Return of Samples

(1) FRS and missing person's samples received by the Contractor during the tenure of this contract will remain with the Contractor for a period no less than five years. Within sixty days of the end of the contract resulting from this bid the Contractor shall communicate, in writing, the status of each sample indicating the following:

(i) if a sample was consumed during the analysis, the chain of custody form signed by a laboratory official shall indicate such, and the chain of custody will be returned to the CMP;

(ii) if the sample was partially consumed during the analytical process, the Contractor shall return what remains of the sample after a five-year period, and keep the corresponding extracts, including the controls associated with each extraction, which shall be indicated on the written response to the CMP at the conclusion of the resulting contract;

(iii) if the sample was not processed at all, the sample shall be returned to the CMP with a chain of custody form signed by a laboratory official;

(iv) before returning the samples to the CMP, the Contractor must send an e-mail notification to the CMP informing when samples are being returned and specifying which samples sets are included on the shipping manifest. Furthermore, before sending the samples back, the CMP will send an e-mail notification to the Contractor's person of contact (POC) informing that the data package has been reviewed and that sample(s) can be prepared for return to the CMP.

(2) Once all genetic profiles have been entered into a database and the electropherograms obtained have been sent to the CMP, and upon termination of the contract resulting from this bid, the Contractor shall restrict the use of genetic profiles of missing persons and relatives to obligations of legal nature or specific circumstances strictly related to the project covered by this bid, which shall be established in writing in the contract arising from this bid and in consultation with the CMP.

#### K. Other Requirements

(1) The Contractor jointly with the CMP shall set forth in the contract the requirements for the acceptance of genetic profiles from the missing linked to the anonymous database of FRS that have been processed in Cyprus prior to the date of performance of this bid and that are relevant for the identification of the remains within the scope of this bid.

(2) Due to the nature of the bone and tooth samples that will be submitted to the Contractor, the UNDP acknowledges that some samples will not produce reportable or complete DNA profiles. In such events, the Contractor will record the result within the applicable DNA analysis report, and its compensation will not be affected as long as the laboratory has followed the procedures laid down in the contract entered into with the UNDP.

### **3. PROCEDURAL REQUIREMENTS**

The Contractor shall provide information demonstrating expertise in the following:

A. Sample reception, tracking and classification based on their laboratory's information management system (LIMS).

B. Demonstrate how the anonymous FRS database of mtDNA, Autosomal-STR, and Y-STR data provided by the CMP will be imported to the Contractor's information management system for comparison purposes, how these data will be updated with newly acquired FRS data, and how the database will be secured.

C. Methodology and number of markers (i.e.; profiling kits) used for the analysis of autosomal (STR, SNPs, mini-STR), sex markers (Y-STR, X-STR, SNPs), and mtDNA (CR/HVR1/HVR2, SNPs, etc) from degraded skeletal/dental remains.

D. Development and validation of in-house techniques for the analysis of autosomal (STR, SNPs, mini-STR), sex markers (Y-STR, X-STR, SNPs), and mtDNA (CR/HVR1/HVR2, SNPs, etc) from degraded skeletal/dental remains.

E. Management of a forensic sciences laboratory engaged in identification of missing persons to include proficiency testing of staff and validation of innovative approaches to obtain robust DNA results.

F. Management of a forensic sciences laboratory engaged in identification of missing persons in terms of operating procedures within the human identification process.

G. Massive cross-matching of bone sample data with reference DNA data, to include a description of



the matching software and system and how the matching results are reported. Specific information on re-challenging the database when new Family Reference Samples are added is required.

H. Statistical and probabilistic assessment for determining individual identification.

I. Demonstrate how the missing persons DNA reference database will be securely stored and accessed, and the mechanism for transfer of the entire database to the CMP at the conclusion of the contract.

J. Each DNA laboratory shall explain in detail their in-house proficiency testing mechanisms currently in place, as well as those to be implemented in the event the contract is awarded, when the latter differs from the former.

K. The laboratory should provide its data and sample protection and retention policies and demonstrate the adequacy of these for sensitive international missing persons work.

#### **4. DELIVERABLES**

The following shall be deliverables required under the contract:

A. The Contractor shall add all DNA profiles (mitochondrial and nuclear) obtained from missing persons and relatives to the database(s) deemed necessary for comparison purposes using the sample code of the CMP.

B. The Contractor shall calculate a statistical probability that the postmortem sample is biologically related to certain relative(s) on the basis of the DNA results in terms of the alleged biological relationship, and in accordance with the details specified in the contract.

C. The Contractor will indicate the population database that they use for statistical calculation purposes in their identity matching reports, whether nuclear or mitochondrial DNA is used. The same information shall be made explicit in the contract to be entered into with the successful bidder, as well as in all the subsequent identity matching or exclusion reports. The CMP reserves the right to challenge, approve or make recommendations in relation to such databases, and may supply a local database.

D. The Contractor shall generate a DNA analysis report as follows:

(1) Indicate a match between the DNA profile from a missing person and the relative(s) when statistical analysis provides a posterior probability of at least 99.95%.

(2) indicate an exclusion of biological relationship(s) between a missing person and relative(s) only in cases where the CMP Identification Coordinator informed the Contractor of a presumption of identity and the DNA testing indicates that the missing person cannot possibly be the presumed individual;

(3) indicate inconclusive identity in selected cases where the DNA profile of a missing person and that of relative(s) of a disappeared person yields, in the statistical analysis, a result that is below the pre-determined threshold, but that it does not rule out the possibility of a biological relationship;

(4) from time to time the CMP may request special reports from the Contractor, which shall be produced, depending on the specific case and its complexity, at a price previously agreed upon by both parties. In addition, the CMP and the Contractor will agree on the format of such special reports on a case-by-case basis.

E. The Contractor shall follow the format of each report as agreed upon with the CMP. Report templates

to be provided in the contract resulting from this bid will be drafted jointly by the CMP and the Contractor.

F. The Contractor shall sign the reports and deliver them to the CMP firstly by electronic means and subsequently in hard copy by registered mail or commercial courier.

G. Prior to the submission of the Final DNA Analysis Report for each case, the CMP and the Contractor will agree as follows:

- (1) The Contractor will send to the CMP Identification Coordinator preliminary listing of DNA Matching based on completed DNA testing of missing persons and relative samples using STR, mtDNA and SNP, or combination thereof, testing methods. In addition, the Contractor will simultaneously upload the data (i.e., electropherograms) relevant to each case to the CMP information management system (M-Files). In order to establish a threshold for the reporting of the **preliminary matches**, the Contractor shall inform the CMP Identification Coordinator (before the calculation of posterior probability for a biological relationship between a Victim and Relative/s), when a **likelihood ratio** exceeds **500**. This will allow the CMP Identification Coordinator to check presumptive identifications with low statistical significance (either due to partial profiles or poor Family Group representation).

The genetic results provided by the Contractor will be checked at the CMP Anthropological Laboratory upon reception and will be compared with the biological profile of the missing person, the antemortem data provided by the witnesses, and the preliminary investigation of the case concerned;

If the threshold for identification is reached, the CMP Identification Coordinator will request from the Contractor a genetic report that includes kinship analysis and, if applied, the respective intra-skeletal re-association for each case. When a hypothesis of identity is agreed, but the threshold for identification is not reached (see above), the CMP will seek further Relative samples for analysis, and/ or will work to reduce the prior probability by narrowing the Victim domain using antemortem information. At the same time, the Contractor will discuss and decide with CMP the use of alternative methods, such as extending the analysis to mini-STRs, mitochondrial DNA, STR-Y DNA or SNPs and /or sending a new sample to reach a reportable match or exclude the possibility of biological kinship.

- (2) In cases of doubt, or suspected error, the CMP Identification Coordinator will notify the Contractor and request that the samples in question be re-tested. If the DNA profile obtained from the re-testing matches the DNA profile originally reported, the re-testing will be deemed a DNA analysis for a separate missing person sample and will be added to the total number of missing person samples processed by the Contractor. If the second testing of the DNA profile does not match the initial DNA profile, the re-testing will not be added to the total number of samples, and thus the Contractor will complete the testing on a pro-bono basis.

H. Reception of results: The frequency with which the progress and final reports are to be submitted by the Contractor to the CMP shall be established in the contract that both parties will enter into as a result of this bid.

I. Funding: Availability of the funding is to be obtained by the Contractor from UNDP (via email) prior to the commencement of DNA testing of each batch of bone and/or tooth samples.

## **5. DELIVERABLE ACCEPTANCE CRITERIA**

The CMP Identification Coordinator, and no other entity or person, will be responsible for the acceptance of the selected laboratory's deliverables. Acceptance criteria for such deliverables are the satisfactory completion of DNA testing, the subsequent submission of such deliverables in accordance with the applicable factors specified in the "Deliverables" section and the CMP Identification Coordinator's written acceptance of these deliverables. The UNDP payment obligations to the Contractor will be contingent on the acceptance by the CMP of the Contractor's deliverables.

## **6. PERIOD OF PERFORMANCE**

A. The contract resulting from this bid shall be effective from the signature of contract will be for initially up to 31 December 2019 and with possibility of extension up to 36 months.

B. Should additional time for testing be required by the Contractor, it must seek approval from the CMP Identification Coordinator through a written letter dated prior to expiry of the contract, specifying the reasons for the request, the number of samples still unprocessed or to be re-tested and the new date for completion of the pending tasks. Requests for additional time may be approved or denied at the CMP Identification Coordinator's sole and absolute discretion.

## **7. PAYMENT TERMS**

The cost of all materials used for laboratory analyses are to be borne by the Contractor. The Contractor shall invoice the UNDP for its fees at the time of the delivery of the DNA analysis reports to the CMP Identification Coordinator. Payments shall be made every month or upon completion of a batch of DNA tests requested, so that the disbursements made by the CMP's donors coincide with the financial and narrative reports sent by the Contractor. Each invoice shall be paid net 30 days after deliverables have been reviewed and accepted.

## **8. STANDARD OPERATION PROCEDURES**

The following procedures shall complement, supplement, or amend the previous section. Whenever there is a conflict, the provisions herein shall prevail over those in the previous section.

### **I. Principle and scope**

The present document provides comprehensive information on the procedures followed by the Anthropological Laboratory of the Committee on Missing Persons in Cyprus (CAL) and the Genetic Lab (Contractor) for the genetic analyses of the skeletal and dental samples.

In cases where unusual circumstances preclude the adherence to these SOPs, both the CAL and the Contractor must explain to the CMP Identification Coordinator why the procedures could not be followed, must describe the alternative procedures performed, and must submit an opinion on how the accuracy and reliability of the resulting tests were affected.

The document is related to the interaction between the CAL and the Contractor for the identification of missing persons in Cyprus (sampling, reception of results, communication, feedback of information, reporting, etc.). None of the internal SOPs related to each laboratory is included.

## II. General aspects

- The CAL, jointly with the Contractor, will schedule the delivery of bone / tooth samples that will accommodate their respective work schedules.
- Both the CAL and the Contractor designate a point of contact (PoC) between them. The CAL PoC will be the CMP Identification Coordinator (IC).

## III. Submission of bones samples

- Bone/tooth samples will be securely dispatched to the Contractor by the CAL.
- All bone/tooth samples will be submitted in a sealed, transparent bag with a unique numerical code and a signature on the sealed part.
- The samples will be submitted together with a **Chain of Custody** (CoC) in duplicate; one copy (marked Original) must be signed and sent back to the CAL while the second copy (marked Duplicate) will be kept by the Contractor.
- The CoC will include information on the following:
  1. Sample code (numerical);
  2. Type of element (e.g. tooth);
  3. Information on whether a sample is unique, best sample, chemically treated and so forth may be included if deemed necessary.

The CoC also includes:

1. CMP logo, address and contact information;
2. Name of person submitting the samples and his/her signature;
3. Name and signature of the recipient;
4. Contractor address and contact information;
5. Number of pages and signatures/initials on each page;
6. Date of submission of the samples.

An electronic copy of the CoC will be sent in advance. The inclusion of the electronic manifest document, provided by the CAL, will allow for rapid and accurate inventory and accession of evidence while simultaneously reducing the possibility for transcription error in data entry.

- The Contractor PoC will notify the CAL PoC via email each time a shipping container under this contract is received. Any damage to the shipping container that would compromise the integrity of the samples will be communicated to the CAL immediately.
- The Contractor will **maintain the sample code** attributed by the CAL on each of the samples delivered and all reported data will subsequently be associated with the CAL code, unless both parties agree to use different codes for some special cases. When the code is modified, the new coding as used by the Contractor shall clearly and unequivocally specify the corresponding CAL code; upon completion of the genetic analysis, the new coding shall be reverted to its original form.
- As described in the contract, the Contractor will use a Laboratory Information Management System (**LIMS**) to develop and maintain the CoC as well as provide detailed **sample tracking**. The LIMS will track

and retain information for the following processes: proper evidence management, laboratory processing, reagent preparation and usage, and DNA analysis.

#### **IV. Submission of Family Reference Samples (FRS) and Family Reference Profiles (FRP)**

- The Family Reference Samples Profiles Database (FRSPD) of Greek Cypriot relatives of missing persons was constructed by the Laboratory of Forensic Genetics (LabFoG) of the Cyprus Institute of Neurology and Genetics (CING) in Cyprus with blood or buccal samples obtained from the Greek Cypriot relatives of missing persons. The Family Reference Samples Bank (FRSB) of Turkish Cypriot relatives of missing persons was compiled at the Turkish Cypriot Member's DNA Laboratory (Turkish Cypriot DNA Laboratory or TCDL) in Cyprus with blood or buccal samples obtained from the Turkish Cypriot relatives of missing persons. The FRSPD of the Turkish Cypriot relatives of missing persons was initially constructed at the CING LabFoG with aliquots provided from the Turkish Cypriot FRSB. Since the summer of 2012, TCDL is responsible for profiling the Turkish Cypriot FRS, while the CING LabFoG is still responsible for profiling the Greek Cypriot FRS.
- The CMP will provide the Contractor with an anonymous copy of the FRSPD for both Greek-Cypriot and Turkish-Cypriot FRP. The Bi-communal Genetic unit at the CMP Anthropological laboratory will be responsible for keeping the FRSPD up to date. Additional FRP or updated FRP will be sent to the Contractor in order to be included in the FRSPD, as necessary, for genetic comparisons.
- Population allele frequencies of the Turkish Cypriot community will be provided to the Contractor by Turkish Cypriot Member's DNA laboratory.
- Population allele frequencies of the Greek Cypriot community will be provided to the Contractor by CAL PoC.
- Initially, 15 autosomal STR loci, excluding the amelogenin locus, (PowerPlex-16), 9 autosomal loci (Minifiler), 11 Y-STR loci (PowerPlex-Y) and mtDNA analysis (HVI and HVII) have been used to construct both the Turkish Cypriot and Greek Cypriot FRSPDs. Since the summer of 2012, the Turkish Cypriot FRSPD is updated with data from 17 autosomal STR loci, excluding the amelogenin locus, (ABI Identifiler plus in house PPD-plex - Penta E, Penta D and D21S11 loci), and 17 Y-chromosome STR loci (ABI Y-filer).
- The FRSPD will include the necessary information about the relationships among the relatives and the missing persons.

#### **V. Analysis and reception of results**

- The Contractor will attempt to generate a complete 16 STR loci profile (e.g. PowerPlex-Promega™ GenePrint® or AmpFISTR® Identifiler®) for each sample submitted. For this project, eleven STR will be considered a reportable profile, plus results from the amelogenin locus. For profiles containing less than 11 loci, the Identification Coordinator should be informed in order to assess the situation and decide on further steps to be taken (i.e.; re-extraction, re-submission, exclusion or matching). Reasonable efforts will be made to obtain results, improve marginal data, troubleshoot unexpected DNA results, evaluate and confirm micro-variants, tri-allelic patterns, off-ladder alleles, spikes, and ambiguous peaks.
- The Contractor will proceed with the autosomal STR analysis as a first approach. If an autosomal STR profile cannot be obtained, or due to constraints in the availability of FRS for kinship analysis, SNPs, Y-STR and/or Mitochondrial DNA could be further typed after been agreed by the CAL.

- The Contractor will provide the genetic results (DNA profiles, matching results, raw data and EPGs) to the CAL in a period of time which does not exceed three (3) months from the date of samples submission. The schedule of results for each shipment will be agreed between both labs according with the number of samples and/or special circumstances (e.g. challenging samples due to degradation).
- The Contractor will provide the correspondent reports to the CAL in a period of time which does not exceed two (2) weeks after all the genetic analysis are completed for each case or group of cases.
- The Contractor and CAL will maintain regular contact to establish the priority with which samples enter the testing process, and the Contractor will be responsive to coordination with CAL as testing progresses to ensure that linked sets of samples are completed together as best as possible.
- Priority Cases: Cases of exceptional urgency can be communicated to the CONTRACTOR which will make every effort to complete the case as soon as possible, prioritizing it above other cases. There is recognition that such uniquely focused effort may delay the processing of other cases.
- The Contractor will establish a secure mechanism by which results of DNA testing can be remotely accessed by CAL. This includes raw electropherogram data, GeneScan/GeneTyper output files, and submitted profiles needed to assess the quality of the results.
- The Contractor will provide regular weekly updates to the CAL using excel files and the CMP information management system (M-Files) for the following processes: processing of samples, methodology used, status of each sample and final results. All data obtained (EPGs, DNA reports etc.) will be uploaded to the M-Files system by the Contractor. Notification of failed samples, reasons for failure, and sample testing progress will also be tracked via this mechanism.
- Throughout the project, lines of communication between CAL and the Contractor will be maintained to resolve issues of data quality. Prior to release of identifications based on match reports submitted by the Contractor, the CAL geneticists will check the data sent by the Contractor and, if necessary, request additional information or testing to be provided by the Contractor.
- **Re-testing:** efforts to obtain a reportable STR profile will include, but are not limited to, re-injection, re-amplification, re-quantification, and re-extraction, if sufficient sample exists.
- If, despite the above-mentioned efforts, a reportable profile is not obtained, the Contractor shall provide all the obtained data to CAL along with recommendations for the CAL to decide on how to proceed including if a new sample and/or alternative analysis (e.g. Mini STR, mtDNA etc.) are necessary.
- The CAL may proceed to *Control Tests* utilizing material with a previously determined DNA sequence at least twice each calendar year.

## VI. Matching and Reporting

- The Contractor shall add all the DNA profiles (mitochondrial and nuclear) obtained from missing persons and their relatives to the database(s) for comparison purposes. The contractor will ensure that FRS additions are included in the database for comparison purposes with all the available bone DNA profiles.
- The Contractor shall maintain an Elimination Database including all the DNA profiles obtained from their staff directly involved in bone processing and analysis together with the DNA profiles received

from the CMP staff. The Elimination Database will be used for comparison purposes with any bone DNA profile obtained in order to exclude any possible external contamination.

- Matching will be performed and reported according to the ISO 17025 accredited standard operating procedures of the Contractor laboratory.
- The results of matching comparisons will be provided by the Contractor weekly.
- Samples will be submitted by CAL to the Contractor with a specification of the Prior Probability which is to be applied in the blind matching procedure for that case.
- Matches to family references associated with missing persons will be reported as standard DNA Match Reports when the Posterior Probability exceeds 99.95%. Match reports will include both Posterior Probability and Likelihood Ratio values.
- Potential genetic associations below the 99.95% threshold will be communicated to CAL when the Posterior Probability exceeds 25%, or another value to be determined in coordination between CAL and Contractor as the project continues. Listings of possible associations will be maintained on the secure information system that CAL is using (M-Files), and evaluation by CAL will direct coordination with the Contractor laboratory regarding appropriate follow-up steps for analysis which may include testing with mini-STRs, SNPs, Y-chromosomal STRs or mtDNA, or extraction of additional samples.
- Upon request by CAL for specified cases, DNA Statistical Comparison Reports can be issued that present the strength of the DNA evidence for the hypothesis of identity, for any level of statistical surety.
- If, after a DNA match has been reported for a particular missing person, additional samples are found to also come from that person, Re-association Match Reports will be issued based on direct matching statistics to the first DNA profile from that individual. If multiple samples are found at the same time to correspond to the same individual, the most complete profile will be used for the kinship DNA Match Report, and Re-association Reports will be issued relative to that.
- If DNA results indicate that multiple samples come from the same individual, but the DNA profiles do not match to family references, Re-association Reports will be issued and this information will be provided through the secure information system that CAL is using (M-Files).
- CAL may submit cases as Presumptive Cases, and the Contractor will produce a DNA Report in each case. This will be either a DNA Match Report above 99.95%, a Negative Report indicating overwhelming evidence refuting the possible identity, or a Statistical Comparison Report specifying the strength of the DNA evidence. Requests for “Group Presumptive” comparisons that involve comparison of a profile to multiple possible identities may be submitted by CAL.
- In case of contradictions or disagreement between the DNA reports and other non-DNA evidence in the case, the CAL and the Contractor will work together to determine the course of action to resolve the discrepancy. This may involve additional testing and/or resubmission of samples to the Contractor. If it is determined that discrepant results are due to error on the part of the Contractor, cost for the additional testing shall be borne by the Contractor.
- For payment purposes, the Contractor shall provide a detailed invoice with specifications on all the analysis performed (i.e.; autosomal STRs, mini-STRs, Y-chromosomal STRs or mtDNA, and extraction of additional samples.)

## **VII. Return of Samples and Chain of Custody:**

- The Contractor, jointly with the CMP, will schedule the delivery/receipt of bone/tooth samples from missing persons during the life of the contract. The samples will be submitted with a unique numerical code together with a Chain of Custody Form. The Contractor will notify the CMP Identification Coordinator via email each time a shipping container under this contract is received. Any damage to the shipping container that would compromise the integrity of the samples will be communicated to the CMP Identification Coordinator by phone and email immediately upon discovery.
- The inclusion of an electronic manifest document, provided by the CMP, will allow for rapid and accurate inventory and accession of the samples while simultaneously reducing the possibility for transcription error in data entry. The Contractor will follow strict Chain of Custody procedures as specified in their ISO 17025 accredited Standard Operating Procedures.
- The computer network locations used for the storage of sample information and data will be access-controlled, permitting only those individuals directly involved in the processing to view or modify the contents. Similarly, the Contractor Forensic Data Management System contains multiple user access levels further limiting certain capabilities to supervisors or managers.
- Minimum sample and data retention policies will follow those specified by the Contractor's ISO 17025 accreditation requirements. Samples and data will not be destroyed or deleted without formal agreement with CMP, and the final disposition of samples and data will be determined by CMP in coordination with the Contractor.

## **9. Confidentiality**

On all the matters concerning the CMP Project on the Exhumation, Identification and Return of Remains of Missing Persons in Cyprus, the Contractor will report directly to the CMP Identification Coordinator and to the CMP. Any other interaction of the Contractor with any other organizations and/or teams and/or individuals participating in the CMP Project will have to be cleared and agreed upon by the CMP Members.

Any interaction with organizations and/or teams and/or individuals outside of the CMP Project, as well as any public statements, must have prior clearance by the CMP Members.

Article 9 of the Terms of Reference of the CMP reads as follow: "The Committee's entire proceedings and findings will be strictly confidential. Any violation of this rule would put the work of the Committee into jeopardy."

This confidentiality clause therefore translates the above into practical, concrete and relevant points regarding the proceedings of the CMP Project on the Exhumation, Identification and Return of Remains of Missing Persons in Cyprus.



## **10. Protection of personal data**

1. "Personal data", in this agreement, means any information relating to an individual and to exhumed remains;
2. Personal data may not be used, disclosed or transferred for purposes other than those for which they were collected without the prior consent of the person concerned.
3. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) applies. (Ref: <https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1532348683434&uri=CELEX:02016R0679-20160504>)

## **11. Protection of genetic data**

1. The Greek Cypriot and Turkish Cypriots Family Reference Samples Banks (FRSBs) and Family Reference Samples Profile Databases (FRPDs) are under the custodianship of the leadership of the respective Cypriot community.
2. The anonymous copies and their subsequent updates provided to the Contractor by the CMP are to be used solely for the purpose of identifying missing reported accounted for the CMP. They cannot be used for research or any other purpose. They can neither be shared nor be transferred to a third party, in part or in full.
3. At the end of the contractual relationship between the UNDP/CMP and the Contractor, the FRSBs are to be handed over back to the CMP within three months. Final payment shall be made to the Contractor after transferring the FRSBs back to the CMP.
4. The CMP is the body ultimately responsible for the project on the Exhumation, Identification and Return of Remains in Cyprus. Therefore, the remaining bone/tooth samples, the remaining reference samples, the remaining DNA extracts, the GeneMapper projects, the raw data, the Excel files with reportable profile per reaction, the Excel files with non-reportable profiles, the reagent blank (RB) results clarifying which bone/tooth samples affected the RB properly (contaminations, etc.), and the LIMS tracking of the bone/tooth samples are the property of CMP.

## **12. General Practices**

1. All documentation and findings submitted to or prepared by the Contractor at all stages of the procedure of the identification of skeletal elements are confidential;
2. No external persons, organization or authority not approved by the CMP should be apprised or have access to such material. Every effort must be made to ensure the safety and security of the materials analyzed in the laboratory;
3. The Director of the Contractor's laboratory has the right, in consultation with, and after the approval of, the CMP Identification Coordinator, if necessary and within the strict limits of this confidentiality agreement, to share new scientific methodologies developed and to discuss strictly scientific aspects of the CMP project with peers in order to receive scientific advice on certain

issues that he may consider important for the implementation of the CMP project. The possible implementation of any outcome of such discussions will be carried out by the Contractor within the framework of this Agreement, after having informed the CMP Identification Coordinator;

4. Relations with the media pertaining to any aspects of the CMP's Project on the Exhumation, Identification and Return of Remains of Missing Persons in Cyprus are of the exclusive responsibility of the CMP. Scientists involved in the project cannot make public statements or refer to any aspect of their work or of the work of the CMP to the media, to politicians or to the public in general through websites or other means. Any communication about the CMP's Project made by the Contractor shall obtain the prior, formal consent of the CMP;
5. Violation of these rules, by either side, will lead to the immediate termination of this contract and to the severance of the cooperation between the Contractor and the CMP/UNDP.

### **13. Report Template**

Report template will be drafted jointly by the CMP and the Contractor and the report must include, at least, the following information:

- a. Code and description of the analyzed samples, both the reference and the bone samples, included in the report.
- b. Brief description of the methodology and used kits.
- c. The genetic information of each sample: profiles STR, Y-STR, SNPs, mtDNA haplotypes, mini-STR, etc.
- d. The value of LR found corresponding to the hypothesis of kinship analyzed between the victim and the family group, as well as the reference of the Population Frequency Database used for the statistical calculations.
- e. The Posterior Probability value obtained after the combination of the LR with the Prior Probability provided by CMP.
- f. Conclusions and any note that is for the benefit of clarity and information of the report.

## Section 6: Bidding Forms / Checklist

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

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

### Technical Bid:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form (if applicable)	<input type="checkbox"/>
▪ Form D: Eligibility and Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid	<input type="checkbox"/>
▪ Form G: Form of Bid Security	
▪ [Add other forms as necessary]	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

### Bill of Quantities/Price Schedule Form:

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

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP CYP ITB 018 2019		

We, the undersigned, offer to supply the goods and related services required for Forensic Genetic Laboratory services for the Committee on Missing Persons in Cyprus in accordance with your Invitation to Bid No. UNDP CYP ITB 018 2019 and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is: [Insert amount in words and figures and indicate currency].

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

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

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

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

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ *[Stamp with official stamp of the Bidder]*

## Form B: Bidder Information Form

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent)</b> <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment?</b> <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy?</b> <i>(If yes, provide a Copy)</i>	[Complete]
<b>Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues</b>	[Complete]
<b>Is your company a member of the UN Global Compact</b>	[Complete]
<b>Contact person that UNDP may contact for requests for clarifications during Bid evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents to Form B:</b>	<ul style="list-style-type: none"> <li>▪ General Information with official registration documents of the Bidder from the company's registrar, such as the legal status, place &amp; registration of the office, shareholders and board</li> </ul>

of directors. There is no need to submit the company constitution.

- Quality Certificate – ISO/IEC 17025

## Form C: Joint Venture/Consortium/Association Information Form (if applicable)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP CYP ITB 018 2019		

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

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

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

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

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

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

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP CYP ITB 018 2019		

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

### History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years (2016, 2017, 2018)			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in EURO)
		Name of Client: Address of Client: Reason(s) for non-performance:	

### Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 5 years (2014, 2015, 2016, 2017, 2018)			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (Euro)	Contract Identification	Total Contract Amount (current value in Euro)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	



## Previous Relevant Experience

The bidders should elaborate their previous relevant experience within their submission.

<input type="checkbox"/> Minimum 10 years of experience in processing bone remains for human identification purposes.
<input type="checkbox"/> Minimum an average of 2000 DNA analysis per year for the last 5 years (DNA Laboratory must possess capabilities for processing a large number of bone samples, and comparing their extracted DNA profiles with an anonymous database of Family Reference Sample profiles that the CMP will provide).
<input type="checkbox"/> The Bidder should demonstrate that they have various validated different techniques for DNA extraction / amplifications to apply for difficult samples.
<input type="checkbox"/> Minimum an average of 2000 DNA analysis per year for the last 5 years (DNA Laboratory must possess capabilities for processing a large number of bones samples and comparing their extracted DNA profiles with an anonymous database of Family Reference Sample profiles that the CMP will provide). (For JV/Consortium/Association, all Parties cumulatively should meet requirement).
<input type="checkbox"/> Past working experience with international organizations (e.g. UN, UNDP, EU, etc.).

Please list the statement of Satisfactory Performance from three (3) Clients within the five (5) years

List only those contracts for which the Bidder was legally contracted by the Client as a company or was one of the Consortium/JV partners.

No	Date of Commence	Date of Completion	Title of contract	Description of services	Client & Reference Contact Details	Contractor role (Sole or partner in consortium)	Final Contract Price (USD/EUR)	Employers Reference

Attached are the Statements of Satisfactory Performance from the clients. Letters of references from previous employers for the projects listed as technical experience must be rated 'satisfactory' or above to be for the bidder/s to be considered compliant with the technical evaluation.

## Financial Standing

Cumulative turnover of the years 2016, 2017 and 2018 not to be less than Euro 1.0 million

### Annual Turnover for the years

Year 2016	EUR
Year 2017	EUR
Year 2018	EUR
Total:	EUR _____

### Latest Credit Rating (if any), indicate the source

Current ratio for the last audited year is not less than 1.10

Financial information (in Euro equivalent)	Historic information for the last 3 years		
	Year 2016	Year 2017	Year 2018
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
Current Ratio			

Certified by the Company's approved Accountant

Name: ..... Signature: .....  
(Seal)

## Form E: Technical Bid (Technical Capacity)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP CYP ITB 018 2019		

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

### SECTION 1: Bidder's qualification, capacity and expertise

*This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.*

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, etc.

1.2. Track Record and Experiences: A track record of success in performing forensic DNA analysis of degraded skeletal and dental remains, particularly in cases of mass disasters where the missing may be genetically related. Missing Persons Identifications should not be considered only to be parallel to 'mass disaster' identifications, as the former poses special challenges of its own. This report shall inform the number of skeletal remains cases processed to achieve identification for nuclear DNA (autosomal STR and Y-STR) and mitochondrial analyses, as well as a description of the cases in which the laboratory has participated performing these tasks. Additionally, it would be useful to provide explanation of cases in which the comparison of a large number of bone remains against a large number of samples from relatives of missing persons, and those cases that required additional protocol optimization.

The year in which the laboratory started to process bone remains for human identification purposes.

A description of the laboratory's experience working with international organizations.

The laboratory's experience in developing techniques, optimizing protocols, and validating alternate methods that permit robust results and greater success at individuating persons based on allelic profiles of nuclear DNA and mitochondrial polymorphisms.

The laboratory's capabilities (human resources, materials, time and space availability); and specify the lab capability that will be allocated to the CMP project in order to fulfill the time-frame requirements specified below. State the laboratory capacity to process bone/tooth samples -in general and specifically for this project- per month, per year.

External Proficiency Testing: Bidding laboratories shall describe the external mechanisms and regular proficiency tests to which they are subject, from either internationally-recognized national or international scientific societies, such as ENFSI -DNAWG (in the case of European laboratories), ISFG ESWG, GEDNAP.

The laboratory should be able to demonstrate they have various validated different techniques for DNA extraction / amplifications to apply for difficult samples.

#### 1.3 Current Contracts

Bidders shall provide information on the current contracts that it has at the time of the bid submission.

Title of contract/works	Employer / Contracting Authority	Contract Duration	Duration left to complete	Contract Amount	Balance of Contract

Name: ..... Signature: .....  
*(Health & Safety Officer)*  
License Number:.....

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

*This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.*

2.1. Scope of Supply: Please describe how the organisation/firm will supply the services, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates and other documents attesting to the superiority of the quality of the services to be supplied.

2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.4. Subcontracting (Optional): Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.7. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 2 of this document, if any.

2.9 Other: Any other comments or information regarding the bid and its implementation.

## **SECTION 3: Management Structure and Key Personnel**

3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered because of any substitution).

3.3 Qualifications of Point of Contact and Other Key Personnel. Provide the CVs of Point of Contact to be assigned for the Contract and other key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

### 3.4 CVs of Key Personnel

Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of their responsibilities. Please note that non-compliance with requirements for the key personnel may cause reason for rejection of the tender.

Qualification of the Point of Contact to be assigned by the Bidder to directly coordinate with UNDP and/or CMP:

- *Minimum 3 years of experience in coordination and management of DNA Laboratory operations and interaction with necessary other disciplines involved in the final identification process.*
- *Excellent knowledge of English.*

Qualification of all other key personnel to be assigned to the contract:

- *Minimum 2 years of experience in matching processes and Kinship analysis.*
- *Active participation in publishing / presenting scientific papers and attendance to international related events.*

## Format for CV of Proposed Key Personnel

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

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

\_\_\_\_\_  
Signature of Personnel

\_\_\_\_\_  
Date (Day/Month/Year)

## FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP CYP ITB 018 2019		

The Bidder is required to fill the Price Schedule Form (Bill of Quantities) with the provided format attached as Form F. The completed Price Schedule Form must be attached to this form.

Item No	Description	Unit	Quantity	Price per Sample	Currency	SUB TOTAL
1	DNA Extraction	Per Sample	3000			
2	Nuclear DNA testing on bone or tooth samples from missing persons	Per Sample	3000			
3	Y-STR testing on bone or tooth samples from missing persons	Per Sample	300			
4	Mitochondrial DNA testing on bone or tooth samples from Missing Persons (HVR1, HVR2 or other validated methods with similar discrimination)	Per Sample	150			
Item No	Description	Unit	Quantity	Transportation Price per 100 Samples	Currency	SUB TOTAL
5	Transportation cost	Per 100 Samples	30			
<b>TOTAL:</b>						

Name of Bidder: \_\_\_\_\_  
 Authorised signature: \_\_\_\_\_  
 Name of authorised signatory: \_\_\_\_\_  
 Functional Title: \_\_\_\_\_



## FORM G: Form of Bid Security

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

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To: UNDP  
*solicitations.cy@undp.org*

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated March 25, 2019 to execute the 'Forensic Genetic Laboratory services for the Committee on Missing Persons in Cyprus (hereinafter called "the Bid"):

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

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

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

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

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

### **SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

*[Stamp with official stamp of the Bank]*