REQUEST FOR QUOTATION (RFQ)
(Goods)

UNDP IRH	DATE: May 3, 2017
	REFERENCE: UNDP-IRH-RFP-2017-05

Dear Sir / Madam:

We kindly request you to submit your quotation for Provision of Mercury Free Medical Devices, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **May 17, 2017** and via (choose appropriate box) ☒*e-mail,* to the address below:

United Nations Development Programme
Ms. Tugce Akpek
procurement.irh@undp.org

Quotations submitted by email must be limited to a maximum of 10 MB, virus-free and no more than 2 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the provision of the abovementioned goods.

Delivery Terms [INCOTERMS 2010]	☒DDP	
Customs clearance[1], if needed, shall be done by:	☒Supplier/Offeror *UNDP may help on providing VAT Exemption/Custom Clearance forms in line with rules of the countries	
Exact Address/es of Delivery Location/s	United Nations Development Programme in Ghana House No. 7 Ring Road East, Near Fire Service Headquarters Accra, P. O. Box GP 1423 Accra-Ghana Tel: +233 302 215670-83	United Nations Development Programme in Madagascar United Nations Joint House, Galaxy Plaza Enclosure, Dr Raseta Street, Andraharo, BP 1348 Antananarivo (101) Madagascar Tel: (261-20) 23-300-92 / 23-300-95
	United Nations Development Programme in Zambia Alick Nkhata Road P.O. BOX 31966 Lusaka, Zambia Tel: +260 211 386 200	United Nations Development Programme in Tanzania 182 Mzinga way, Off Msasani Road Oysterbay P.O Box 9182, Dar-Es-Salaam, Tanzania Tel: +255-22-2195000 - 4
UNDP Preferred Freight Forwarder, if any[2]	N/A	
Distribution of shipping documents *(if using freight forwarder)*	N/A	
Latest Expected Delivery Date and Time *(if delivery time exceeds this, quote may be rejected by UNDP)*	☒ 90 days from the issuance of the Purchase Order (PO)	
	☒Required	

[1] *Must be linked to INCO Terms chosen.*
[2]*Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.*

Delivery Schedule		
Packing Requirements	Supplier will provide packing method for each unit. Primary packaging shall be by unit of use and secondary packaging shall provide protection of the packaged individual units in a box. Labelling on the medical device itself (if on medical device itself it should be in a format that will not be dislodged during cleaning, disinfecting or sterilization of the device) or on the primary packaging of each unit or on the primary packaging of multiple devices should contain the following where applicable: • Name and/or trademark of the manufacturer including the address of the manufacturer. • Name and address of Authorised Representative or Distributor maybe added but this additional label should not obscure any of the manufacturer's labels. • Manufacturer's product reference. • Type of product and main characteristics, i.e. details to identify the device and its use. • If the packaging is not transparent, it must bear a diagram (preferably actual size) showing the essential parts of the product and indicating the position of the product in the packaging. • Each device batch for each country will have label on the package surface. • For products supplied sterile or for single use disposable devices, a date of when the device may be safely used with year and month should be clearly indicated including the sterilization method where applicable. • To verify the stated shelf life, the date of manufacture should be provided. • Information for storage conditions that apply (temperature, pressure, light, humidity, etc., as appropriate (or equivalent harmonised symbol.) • Information for handling, if applicable (or equivalent harmonised symbol). For devices that have CE marking approval, the CE mark should be on the item itself, or on the primary packaging as appropriate. Please note: if on device itself, this should not be removable during handling, use or cleaning of the device.	
Mode of Transport	☒ AIR	☒LAND

	A detail transportation document for any type of the mode chosen, which includes delivery schedule, transport insurance, cost and packaging of items to each country destination, shall be provided and may be subject to prior modification.
Preferred Currency of Quotation[3]	☒United States Dollars
Value Added Tax on Price Quotation[4]	☒ Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	☒Warranty on Parts and Labor for minimum period of 12 months On a case by case basis the Bidder may be required to provide: ☒ A list of its local/regional agents and/or distributors to the destination of the goods that UNDP can approach for after-sales services, including technical services and spare parts. ☒ A reference list of locations in the country and/or abroad where similar equipment is being operated.
Deadline for submitting requests for clarifications/ questions	3 days before the deadline date.
Deadline for the Submission of Quotation	COB 17:00, *Wednesday, May 17, 2017 and (UTC+03:00) Istanbul*
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☒ English
Documents to be submitted[5]	☒ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☒ A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;

[3] *Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.*
[4] *This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.*
[5] *First 2 items in this list are mandatory for the supply of imported goods*

	☒ Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; ☒ Quality Certificates (ISO, etc.); ☒ Latest Business Registration Certificate; ☒ Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); ☒ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Offeror's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures, if any available ☒ Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); ☒ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List Annex 5; ☒ All medical and laboratory supplies offered to UNDP must be manufactured according to at least one of the quality system standards indicated in Annex 4 – ToR; ☒ Delivery Schedule
UNDP Environmental Questionnaire For Suppliers And Manufacturers Of Healthcare Products	UNDP is increasing support to our suppliers and manufacturers to meet environmental and social standards. One of the tools for ramping up engagement with suppliers is the Environmental Questionnaire for UNDP Suppliers and Manufacturers of Healthcare products. This environmental questionnaire is designed to define a baseline and enable capacity building among our suppliers and manufactures. It is a tool we will share across UN agencies. We are currently piloting the questionnaire and is completed on a **voluntary basis**. Please do not hesitate to contact us with questions.
Period of Validity of Quotes starting the Submission Date	☒ 120 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	☒ Not permitted

Payment Terms[6]	☒ 100% upon complete delivery of goods - within 30 calendar days after delivery subject to written acceptance of goods delivery duly signed and stamped by UNDP and provision of original invoice. In case testing is required, satisfactory testing results is a prerequisite for payment release.
Liquidated Damages	The following condition shall be included in the contract: If the Supplier fails to supply the specified goods within the time period(s) stipulated by the Purchase Order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 1 to 3 percent (to be specified in the PO) of the price of the complete consignment or service (Consignments and Services as specified in Annexes 2-4) for each day of delay until actual delivery or completion, up to a maximum deduction of 10 % of the Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the PO
Evaluation Criteria	☒ Technical responsiveness/Full compliance to requirements and lowest price[7] ☒ Comprehensiveness of after-sales services and warranty ☒ Full acceptance of the PO/Contract General Terms and Conditions ☒ Earliest Delivery / Shortest Lead Time[8] - a detail delivery schedule ☒ Quality Standards Compatibility
UNDP will award to:	☒ One and only one supplier
Type of Contract to be Signed	☒ Purchase Order

[6] *UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of $30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank checque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.*

[7] *UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.*

[8] *This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).*

Special conditions of Contract	☒ Cancellation of PO/Contract if the delivery/completion is delayed by 90 days
Conditions for Release of Payment	☒ Written Acceptance of Goods by UNDP based on full compliance with RFQ requirements
Annexes to this RFQ[9]	☒ Specifications of the Goods Required (Annex 1) ☒ Form for Submission of Quotation (Annex 2) ☒ General Terms and Conditions / Special Conditions (Annex 3) ☒ Terms of Reference (Annex 4) ☒ Form for Submitting Self-Declaration (Annex 5) ☒ UNDP Environmental Questionnaire For Suppliers And Manufacturers Of Healthcare Products (Annex 6) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)[10]	*Ms. Tugce Akpek* *Procurement Assistant* *procurement.irh@undp.org* Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be

[9] *Where the information is available in the web, a URL for the information may simply be provided.*
[10] *This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.*

corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, 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.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:
http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,
Mr. Andrey Pogrebnyak
Operations Manager
May 3, 2017

Annex 1

Technical Specifications

Items to be Supplied*	Country	Quantity	Description / Specifications of Goods	Latest Delivery Date
HGF-01-01	Ghana	148	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign
	Madagascar	146	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign
	Tanzania	283	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign
	Zambia	166	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign
HGF-01-02	Ghana	47	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign
	Madagascar	145	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign
	Tanzania	0	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign
	Zambia	170	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign
HGF-01-03	Ghana	19	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign
	Madagascar	0	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign
	Tanzania	0	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign
	Zambia	0	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign
HGF-02-01	Ghana	225	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign
	Madagascar	963	Please refer to Annex 4 - ToR	Not later than 90 days after contract sign

	Tanzania	**160**	**Please refer to Annex 4 - ToR**	**Not later than 90 days after contract sign**
	Zambia	**762**	**Please refer to Annex 4 - ToR**	**Not later than 90 days after contract sign**

**Pls. attach delivery schedule. Specify delivery locations if goods multiple destinations.*

[Enter name of authorized staff]
[Designation]
[Click here to enter a date]

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION[11]

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery[12])

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **UNDP-IRH-RFP-2017-05**:

TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
HGF-01-01	Mercury Free Aneroid Sphygmomanometer	743	**Not later than 90 days after contract sign**		
HGF-01-02	Mercury Free Automatic Spygmomanometer	362	**Not later than 90 days after contract sign**		
HGF-01-03	Mercury Free Digital Blood Pressure Monitor	19	**Not later than 90 days after contract sign**		
HGF-02-01	Mercury Free Digital Thermometer	2110	**Not later than 90 days after contract sign**		
	Total Prices of Goods[13]				
	Add : Cost of Transportation (per country)				
	Add : Cost of Insurance (per country)				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

TABLE 2 : Offer to Comply with Other Conditions and Related Requirements

[11] *This serves as a guide to the Supplier in preparing the quotation and price schedule.*
[12] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*
[13] *Pricing of goods should be consistent with the INCO Terms indicated in the RFQ*

Other Information pertaining to our Quotation are as follows :	**Your Responses**		
	Yes, we will comply	***No, we cannot comply***	***If you cannot comply, pls. indicate counter proposal***
Delivery Lead Time and Schedule:			
Quality system standards:			
Country/ies Of Origin[14]:			
Warranty and After-Sales Requirements			
a) Minimum one (1) year warranty on devices			
b) Brand new replacement if Purchased Unit is beyond repair			
c) Compliance with Shelf life, packing and labeling requirements			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Company Profile			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

[14] *If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.*

Annex 3

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
9.2 Refuse to accept delivery of all or part of the goods.
9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Annex 4

Terms of Reference

HCW Equipment

HGF-01-01 Mercury free aneroid sphygmomanometer

Item:	
Non-automated non-invasive sphygmomanometers using an aneroid manometer *Code: HGF-01-01*	
Technical Data:	**(Main)**
Specification	Anaeroid
Unit of measurement	mmHg or kPa
Nominal range and measuring range	0 mmHg (0 kPa) to at least 260 mmHg (35 kPa)
Pressure reduction Rate	Should be adjustable to a deflation rate of 2 mmHg/s (0.3 kPa/s) to 3 mmHg/s (0.4 kPa/s)
Dynamic response	<1.5 seconds in cuff pressure indication for a specified drop in pressure; see compliance test
Cleaning, sterilization, disinfection	Reusable parts that come in contact with the patient should be capable of being cleaned, and disinfected or sterilized
Application:	
To measure patient blood pressure, for clinical use	

Further relevant information:

DESCRIPTION OF REQUIREMENTS

- Should meet the requirements of ANSI/AAMI/ISO 81060 1:2007 or comparable
- Markings should be clearly legible and sufficiently durable to remain clearly legible during the expected service life;
- Marking should include the name or trademark and address of manufacturer, model, serial or batch number if appropriate, proper disposal, etc.;
- Should have an indication when the reading error due to parallax exceeds ±2 mmHg (0.3 kPa)
- Cuff marking should indicate the correct positioning and appropriate limb circumference
- Marking on the packaging should include contents; special storage or handling, if any; intended use of the cuff; and appropriate symbols or label for equipment or components that are sterile, have an expiration date, or are for single use
- Warranty period: 12 months from the date of putting into operation
- Operation manual must be available in English and French language
- ISO 9001 is required

General requirements

- Electrical safety: Compliance with IEC 60601-1 if electricity is used

- Mechanical safety: should avoid rough surfaces, sharp corners and edges that could cause injury or damage
- Mechanical strength: should function properly after falling 25 cm (or 1 m for "shock-resistant" sphygmomanometers), except for stationary devices;
- Should function properly after shock and vibration;
- Maximum error for the cuff pressure measurement over the nominal range:
    - ≤ ±3 mmHg (±0.4 kPa) for the following conditions: temperature range of 15–25 °C, relative humidity range of 15–85% (non-condensing) and decreasing pressure;
    - ≤ ±3 mmHg (±0.4 kPa) or 2%, whichever is greater, for the following conditions: temperature range of 10–40 °C, relative humidity range of 15–85% (non-condensing) and decreasing pressure;
- Nominal range and measuring range: 0 mmHg (0 kPa) to at least 260 mmHg (35 kPa)
- Air leakage: should not cause a pressure drop that exceeds 4 mmHg/min (0.5 kPa/min);
- Pressure reduction: rate: Should be adjustable to a deflation rate of 2 mmHg/s (0.3 kPa/s) to 3 mmHg/s (0.4 kPa/s)
- Rapid exhaust: Should not exceed 10 seconds from 260 mmHg (35 kPa) to 15 mmHg (2 kPa);

Additional requirements

- Scale mark and zero: Requirements for a tolerance zone and movement of the elastic sensing element
- Hysteresis error <4 mmHg (0.5 kPa) throughout the pressure range;
- Construction and materials: Not more than 3 mmHg (0.4 kPa) difference in pressure indication after 10 000 full-scale cycles;
- Information supplied by the manufacturer; Should include identification; instructions for use; instructions for cleaning, and sterilization or disinfection; instructions for routine maintenance, as well as inspection and preventive maintenance by service personnel; instructions for end-of-life disposal; and technical description

HGF-01-02 Mercury free automatic spygmomanometer

Item:	
Automated non-invasive (medical electrical) sphygmomanometer *Code: HGF-01-02*	
Technical Data:	**(Main)**
Unit of measurement	mmHg
Maximum error	≤ ±3 mmHg (±0.4 kPa) or 2% of the reading, whichever is greater
Cleaning, disinfection	Reusable parts that come in contact with the patient should be capable of being cleaned and disinfected
Application:	
To measure patient blood pressure, for clinical use	

Further relevant information:
Should meet the requirements of ANSI/AAMI/ISO 81060-2:2009 and ANSI/AAMI/EC 80601-2-30:2009.

Essential requirements

- Maximum error for the measurement of the cuff pressure over the nominal measurement range: ≤ ±3 mmHg (±0.4 kPa) or 2% of the reading, whichever is greater
- Nominal blood pressure indication range:
  - Diastolic blood pressure: at least 20 mmHg (2.7 kPa) to 60 mmHg (8.0 kPa) in neonatal mode and 40 mmHg (5.3 kPa) to 130 mmHg (17.3 kPa) otherwise
  - Systolic blood pressure: at least 40 mmHg (5.3 kPa) to 110 mmHg (14.7 kPa) in neonatal mode and 60 mmHg (8.0 kPa) to 230 mmHg (30.7 kPa) otherwise
- Maximum pressure in normal condition: <150 mmHg (20 kPa) in neonatal mode and <300 mmHg (40 kPa) otherwise
- Maximum pressure in single fault condition: Should not exceed +10 % of the maximum rated pressure for more than 3 seconds
- Manometer test mode: The device should have a test mode that can be used to verify calibration
- Laboratory limits of the change in error of the blood pressure determination: Less than 3 mmHg (0.4 kPa);
- Warranty period: 12 months from the date of putting into operation
- Operation manual must be available in English and French language
- ISO 9001 is required

Various other requirements

- General requirements : Requirements include performing risk management, expected service life, equipment safety, etc., as detailed in section 4 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Requirements for testing: Requirements for type testing, sampling, environmental and other conditions, test sequence, etc., as detailed in section 5 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Classification : Requirements pertain to protection against electric shock, protection against entry of water or dust, etc., as detailed in section 6 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Identification and markings: Requirements involve legibility and durability of markings, markings on the outside and inside of the equipment or parts, abbreviations, marking of controls, markings for different uses (e.g. neonatal), warning and safety notices, etc., as detailed in section 201 and section 7 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Protection from hazards and fault conditions: Requirements to protect against electrical and mechanical hazards of the device, excessive temperatures, interruption of power supply, etc., as detailed in sections 201.8 to 201.11, section 201.13, and sections 8 to 11 and 13 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Programmable devices: Requirements related to programmable electrical devices, as detailed in section 14 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Construction: Requirements related to serviceability, mechanical strength, shock and vibration, etc., including compliance tests, as detailed in section 201.15 and section 15 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Requirements for electrical systems: Various other requirements dealing with power
- supply, enclosure, leakage current, etc., as detailed in section 16 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Electromagnetic compatibility: Requirements involve a risk management process, detailed in section 17 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005; should conform to IEC 60601-1-2 (*27*); test method in section 202
- Cuff, tubing, cuff connectors: Requirements involving construction and pressurization
- Unauthorized access: Should prevent tampering with, or unauthorized access to, controls that affect accuracy
- Maximum inflating time: Requirements related to a pressure-relief protection device
- Automatic cycling modes: Requirements related to a protection device for long-term and short-term automatic mode, if applicable

Validation studies

- General requirements: Automated sphygmomanometers should be clinically validated using either a non-invasive (auscultatory) reference sphygmomanometer or a reference invasive blood pressure monitoring equipment in each mode of operation
- Validation with an auscultatory reference sphygmomanometer: Minimum of 85 subjects with three valid blood pressure determinations for each
- Validation with reference invasive blood pressure monitoring equipment: clinical validation studies should comply with ISO 14155 (49); validation with reference invasive blood pressure monitoring equipment should not be used for patients or subjects solely for the purpose of validating sphygmomanometer performance

- Validation for pregnant patients: A sphygmomanometer for use in pregnant, including pre-eclamptic, patients should be clinically evaluated in that patient population

HGF-01-03 Mercury Free Digital Blood Pressure Monitor

Item:	
Mercury Free Digital Blood Pressure Monitor (automated non-invasive blood pressure - NIBP) *Code: HGF-01-03*	
Technical Data:	**(Main)**
Unit of measurement	mmHg
Maximum error	≤ ±3 mmHg (±0.4 kPa) or 2% of the reading, whichever is greater
Pulse rate	≤ ±5% of reading
Cleaning, disinfection	Reusable parts that come in contact with the patient should be capable of being cleaned and disinfected
Application:	
To monitor patient blood pressure and pulse, for clinical use, validated	

Further relevant information:

Should meet the requirements of ANSI/AAMI/ISO 81060-2:2009 and ANSI/AAMI/EC 80601-2-30:2009.

Must include: Blood Pressure Monitor, Cuffs (different size), BladderSet, >1m Air Tube, AC Adapter, Battery Pack

Display: Digital display
Measurement: Oscillometric method
Measurement Range:

- Pressure: 0 to 299 mmHg
- Pulse rate: 30 to199 beats/min

Inflation: Automatic inflation with pumping
Deflation: Automatic deflation by electromagnetic control valve
Air Release: Automatic rapid air release by electromagnetic control valve
Pressure Detection: Electrostatic capacity semi-conductor pressure sensor
Power supply: ACadapter(120VAC,60Hz,13VA)or
(120VAC,50/60Hz,0.2A)Batterypack(4.8VDC,6W)
Electric Shock Protection Method: Class IIB type
Operating Temperature: 10 to 40°C
Humidity: 30 to 85% RH

Essential requirements

- Maximum error for the measurement of the cuff pressure over the nominal measurement range: ≤ ±3 mmHg (±0.4 kPa) or 2% of the reading, whichever is greater
- Nominal blood pressure indication range:
    - Diastolic blood pressure: at least 20 mmHg (2.7 kPa) to 60 mmHg (8.0 kPa) in neonatal mode and 40 mmHg (5.3 kPa) to 130 mmHg (17.3 kPa) otherwise
    - Systolic blood pressure: at least 40 mmHg (5.3 kPa) to 110 mmHg (14.7 kPa) in neonatal mode and 60 mmHg (8.0 kPa) to 230 mmHg (30.7 kPa) otherwise
- Maximum pressure in normal condition: <150 mmHg (20 kPa) in neonatal mode and <300 mmHg (40 kPa) otherwise
- Maximum pressure in single fault condition: Should not exceed +10 % of the maximum rated pressure for more than 3 seconds
- Manometer test mode: The device should have a test mode that can be used to verify calibration
- Laboratory limits of the change in error of the blood pressure determination: Less than 3 mmHg (0.4 kPa);
- Warranty period: 12 months from the date of putting into operation
- Operation manual must be available in English and French language
- ISO 9001 is required

Various other requirements

- General requirements : Requirements include performing risk management, expected service life, equipment safety, etc., as detailed in section 4 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Requirements for testing: Requirements for type testing, sampling, environmental and other conditions, test sequence, etc., as detailed in section 5 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Classification : Requirements pertain to protection against electric shock, protection against entry of water or dust, etc., as detailed in section 6 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Identification and markings: Requirements involve legibility and durability of markings, markings on the outside and inside of the equipment or parts, abbreviations, marking of controls, markings for different uses (e.g. neonatal), warning and safety notices, etc., as detailed in section 201 and section 7 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Protection from hazards and fault conditions: Requirements to protect against electrical and mechanical hazards of the device, excessive temperatures, interruption of power supply, etc., as detailed in sections 201.8 to 201.11, section 201.13, and sections 8 to 11 and 13 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Programmable devices: Requirements related to programmable electrical devices, as detailed in section 14 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Construction: Requirements related to serviceability, mechanical strength, shock and vibration, etc., including compliance tests, as detailed in section 201.15 and section 15 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005
- Requirements for electrical systems: Various other requirements dealing with power
- supply, enclosure, leakage current, etc., as detailed in section 16 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005

- Electromagnetic compatibility: Requirements involve a risk management process, detailed in section 17 of IEC 60601-1:2005 or ANSI/AAMI ES60601-1:2005; should conform to IEC 60601-1-2 (*27*); test method in section 202
- Cuff, tubing, cuff connectors: Requirements involving construction and pressurization
- Unauthorized access: Should prevent tampering with, or unauthorized access to, controls that affect accuracy
- Maximum inflating time: Requirements related to a pressure-relief protection device
- Automatic cycling modes: Requirements related to a protection device for long-term and short-term automatic mode, if applicable

Validation studies

- General requirements: Automated sphygmomanometers should be clinically validated using either a non-invasive (auscultatory) reference sphygmomanometer or a reference invasive blood pressure monitoring equipment in each mode of operation
- Validation with an auscultatory reference sphygmomanometer: Minimum of 85 subjects with three valid blood pressure determinations for each
- Validation with reference invasive blood pressure monitoring equipment: clinical validation studies should comply with ISO 14155 (49); validation with reference invasive blood pressure monitoring equipment should not be used for patients or subjects solely for the purpose of validating sphygmomanometer performance
- Validation for pregnant patients: A sphygmomanometer for use in pregnant, including pre-eclamptic, patients should be clinically evaluated in that patient population

HGF-02-01 Mercury free digital thermometer

Item:	
Digital Clinical Thermometer *Code: HGF-01-03*	
Technical Data:	**(Main)**
Temp. Range: Resolution: Accuracy: Battery Life: Ambient Temperature	<35.0 - >41.0 °C 0.1 °C or less +/- 0.1°C >200 hours 10-35°C
Application:	
Medical device, for the measurement of patient temperature, for clinical use Fulfils the requirements of the EN 12470. Device should be tested in accordance of the method described in the EN 12470-3:2000	

Further Relevant information:

A DESCRIPTION OF REQUIREMENTS

1 The maximum permissible error over the specified temperature range measuring temperature range must be not more than 0.1°C in the temperature range 35.5–42.0 °C at an ambient temperature range of 18–28 °C and not more than 0.2 °C outside the measuring range or ambient temperature range

2 The minimum measuring range must be 35.5–40.0 °C, preferred range will be <35.0 - >41.0 °C

3 The resolution (digital increment) shall be 0.1 °C or less

4 The ambient temperature operating range shall be 10–35 °C

5 The device should give a visual or auditory warning when the measured temperature is not within the specified measuring range

6 The time respond should be not more than 60 seconds under the conditions as mentioned in the EN 12470

7 The device should meet the EN accuracy requirement after being stored in its unopened primary package at five different temperatures for 24 hours each in sequence

8 The device should meet the EN accuracy requirement after exposure to either 55 °C or 80 °C for a specified number of days as mentioned in the EN 12470.

9 Numerals should appear at least 4 mm high

10 The device should meet the EN accuracy requirement after being exposed to five cycles of 0 °C and 55 °C for an hour each

11 The device should meet the EN accuracy requirement after being exposed to a temperature of 45 °C and a relative humidity of 85% for 48 hours

12 The device should meet the EN accuracy requirement after being dropped onto a hard surface from a height of 1 metre

13 The device should meet the EN accuracy requirement after being immersed in water for 30 minutes

14 The energy dissipated by the probe should not cause a temperature rise in the indicated temperature of more than 0.01 °C
15 For electrical safety the device should comply with EN 60601-1
16 For electromagnetic compatibility the device should conform to EN 60601-1-2
17 The device should provide a visual or auditory warning when the supply voltage is not within specified limits
18 For mechanical safety the device should not have sharp ends or angles, and the probe should be smoothly rounded to prevent injuries to the user or patient
19 The device should be free from biological hazards
20 The device should have a self testing routine
21 Information from the manufacturer should comply with EN 1041
22 The information in the instructions should include environmental conditions of use, storage and transport; cleaning and disinfection; selection, replacement and disposal of batteries, if applicable; probe cover use, if applicable; measuring time; maintenance and calibration; etc.
25 Warranty period: 12 months from the date of putting into operation
26 Operation manual must be available in English and French language
27 ISO 9001 is required

Annex 5

Form for Submitting Self-Declaration

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery[15])

We, the undersigned hereby declare that we are not in the removed or suspended ineligibility list of the UN, UN Procurement Division list or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council.

[Name and Signature of the Service Provider's Authorized Person]
[Designation]
[Date]

Yours sincerely,

[15] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*