

INVITATION TO BID

**Supply of Medical Equipment for the Blood Bank - Tikrit Teaching
Hospital / Salahuldin Governorate**

ITB-006/18

Iraq



United Nations Development Programme

January, 2018

Section 1. Letter of Invitation

Subject: ITB-006/18 Supply of Medical Equipment for the Blood Bank - Tikrit Teaching Hospital / Salahuddin Governorate

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:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Contract to be Signed, including General Terms and Conditions
- Appendix A – Instructions manual for use of the eTendering system by suppliers.
- Appendix B – Terms and Conditions for use of online eTendering system.

Your offer, comprising of a Technical Bid and Price Schedule, should be submitted in accordance with Section 2, through eTendering online system and by the deadline indicated in <https://etendering.partneragencies.org>

In case your firms/company is not registered in the E-Tendering Portal please register the firm/company by using the following temporary information:

Username: event.guest
Password: why2change

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" button no later than *the closing date indicted on the tender*. If that is not the case, UNDP would appreciate your indicating the reason, for our records

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Yours sincerely,

Anas Fayyad Qarman

Operations Manager, Service Center.

Section 2: Instruction to Bidders¹

Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.

¹ Note: this Section 2 - Instructions to Bidders shall not be modified in any way. Any necessary changes to address specific country and project information shall be introduced only through the Data Sheet.

- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.
- n) *“Services”* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *“Supplemental Information to the ITB”* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP Anti Fraud Policy English FINAL june 2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All 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:

- 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. 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 as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS-10, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS 17) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such 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 Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

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 **Data Sheet** (DS 5). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS 25 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS. 29 & 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive

curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS 12), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS 10), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS 16). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

17.1 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 Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS 16), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

- 18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:
- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
 - b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
 - c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.
- 18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:
- a) they have at least one controlling partner, director or shareholder in common; or
 - b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
 - c) they have the same legal representative for purposes of this ITB; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
 - e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
 - f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of 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 joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along 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 entities that comprise

the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

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 joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS 6 & 7), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

- 21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS 9), commencing on the submission deadline date also indicated in the **Data Sheet** (DS 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS 8). 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 either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule **must be submitted together and sealed together in one and the same envelope**, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS 20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS 22 & 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

- 23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS 20 & 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, 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 must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS 23).

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

submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, 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.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the 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 **Data Sheet** (DS 26). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.3 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS 33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based

- on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
 - d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
 - e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
 - f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
 - g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, 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 Bid, in accordance with ITB Clause 35.

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 Bid.

31. Responsiveness of Bid

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, and specifications of the ITB without material deviation, reservation, or omission.

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.

32. Nonconformities, Repairable Errors and Omissions

32.3 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.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, 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.

32.5 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as

follows:

- 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;
- 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
- 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 subject to the above.

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

- 33.1 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. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

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 (See DS 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related 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.

36. Contract Signature

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 of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall 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 Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS 15), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Bidders DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Funding Facility for Immediate Stabilization (FFIS)
2		Title of Goods/Services/Work Required:	Supply of Medical Equipment for the Blood Bank - Tikrit Teaching Hospital / Salahuddin Governorate
3		Country:	IRAQ
4		Minimum Qualifying Criteria (Clauses 9.1 & 9.2)	<input checked="" type="checkbox"/> Minimum of 2 contracts similar in nature, complexity (<i>Supply of medical equipment</i>) during the last 7 years <input checked="" type="checkbox"/> Minimum annual turnover of US (USD 250,000) in any single year during the last five years (2012-2013-2014-2015-2016). OR <input checked="" type="checkbox"/> Availability of Credit Facility from the bank valuing US\$250,000 for a reasonable timeframe; <input checked="" type="checkbox"/> None performance contracts: Non-performance contract did not occur for the last 3 years: <input checked="" type="checkbox"/> Litigation History: All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
5	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
6	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not allowed
7	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered

8	C.22	A pre-Bid conference will be held on:	N/A
9	C.21.1	Period of Bid Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
10	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Not Required
11	B.9.5	Acceptable forms of Bid Security	<input checked="" type="checkbox"/> N/A
12	B.9.5 C.15.4 a)	Validity of Bid Security	<input checked="" type="checkbox"/> N/A
13		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
14		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5% Max. no. of days of delay:30 days Next course of action: Thereafter, the contract may be terminated
15	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
16	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
17	B.10.1	Deadline for submitting requests for clarifications/questions	3 days before the submission date.
	B.10.1	Contact Details for submitting clarifications/questions	<input checked="" type="checkbox"/> Focal Person in UNDP: Mohammed Abbas, Procurement Analyst E-mail: mohammed.abbas@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.
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to	<input checked="" type="checkbox"/> Uploaded in the E-Tendering System. It is the responsibility of the Proposers to view the respective changes and clarifications in the system

		queries	
19	D.23.3	No. of copies of Bid that must be submitted	Original: 1
20	D.23.1 b) D.23.2 D.24	Bid submission address	https://etendering.partneragencies.org The detailed bid submission manual is attached with the ITB
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone). <u>PLEASE NOTE: -</u> 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
22	D.23.1	Manner of Submitting Bid	<input checked="" type="checkbox"/> Online bidding in E-Tendering module.
23	D.23.1 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: <u>UNDP e-Tendering Portal</u> http://etendering.partneragencies.org/
24	D.23.1 c)	Date, time and venue for opening of Bid	The Public Bid Opening Report will be sent directly from the system to bidder who have successfully posted a bid. This report only displays total Bid price for each bid submitted.
25	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Certificate of Registration of the business; <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country;

			<input checked="" type="checkbox"/> Section 4: Bid Submission Form <input checked="" type="checkbox"/> Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder <input checked="" type="checkbox"/> Section 6: Technical Bid Form (Signed and Stamped) <input checked="" type="checkbox"/> Section 7: Price Schedule (Signed and Stamped) <input checked="" type="checkbox"/> Catalogues of offered equipment <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the last Five years (2012-2013-2014-2015-2016). <input checked="" type="checkbox"/> For J/V the sum of turnovers of all partners in any single year during the last five years will determine the total annual turnover <input checked="" type="checkbox"/> However, the leading company shall meet not less than 40% of the turnover criteria and financial resources criteria. <input checked="" type="checkbox"/> List of pervious similar contracts and projects executed with values and name of client. <input checked="" type="checkbox"/> Availability of maintenance and spare parts for 2 years. <input checked="" type="checkbox"/> Confirmation for on job training on the medical and laboratory equipment supplied; <input checked="" type="checkbox"/> Confirmation of availability of a representative inside Iraq for follow up and conducting urgent and regular maintenance set according to the type of the device.
26	E-29.1 & 2	Evaluation of Bid	<input checked="" type="checkbox"/> Compliance of Bid to the Technical Requirements and specifications of the BOQs; <input checked="" type="checkbox"/> Compliance with the delivery terms and conditions/completion deadline set by UNDP of 45 days; <input checked="" type="checkbox"/> Compliance with the warranty against defects arising from faults in equipment for a period of (1) Year. <input checked="" type="checkbox"/> Fully compliance with Technical requirement of equipment; <input checked="" type="checkbox"/> Minimum no. of similar projects undertaken over the past 7 years (2 similar projects). <input checked="" type="checkbox"/> Year of manufacture should not exceed two years from the date of supplying.

27	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<i>See Section – 6</i>
28		Latest Expected date for commencement of Contract	<i>March 1, 2018</i>
29		Maximum Expected duration of contract	45 calendar days
30		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Bidder only
31	F.34	Criteria for the Award	<u>Award Criteria</u> <input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest priced, technically responsive and qualified Bid.
32	E.29.3	Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
33		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> UNDP’s issuance of Purchase Order/Contract.
34		Other Information Related to the ITB	<i>N/A</i>

Section 3a: Schedule of Requirements and Technical Specifications

Item	Specifications	Quantity
1	<p>Hemoglobin Meter</p> <p>PURPOSE: For hemoglobin estimation</p> <p>Light source: LED, adjusted to specified wavelength, bandwidth: $\pm 2\text{nm}$</p> <p>Detector: Silicone photodiode other should be specified</p> <p>Measuring: Transmission/Absorption</p> <p>Photometric accuracy: ± 0.002</p> <p>Cuvette types: should accept different type of cuvettes</p> <p>Data: 1000 or more determinations including date and time</p> <p>Display: hemoglobin level in g/dl or g/l, date and time</p> <p>Measuring range: 0 - 30g/dl Hb</p> <p>Dilution ratio: should be stated</p> <p>Sample volume: minimum sample volume should be stated</p> <p>Calibration: yes</p> <p>Quality control: yes, with control cuvette</p> <p>Sample material: Venous, arterial or capillary</p> <p>Environmental requirements: the equipment suitable for working in the climate conditions of Iraq in terms of temperature & humidity</p> <p>Open system: Yes</p> <p>Power supply: 230V,50Hz,</p> <p>Sample compartment: should be prepared for the use with cuvettes, integrated cover for the protection of the sample compartment against ambient light and dirt</p>	3
2	<p>Blood bag floor standing centrifuge 6-12 bag</p> <p>Application: separate suspended particles of blood bags different densities separated blood components.</p> <p>Rotational speed:</p> <ul style="list-style-type: none"> • Max rpm: (1000 – 7000). • Max rcf, g: (≥ 4000). • No. of blood bag for each cycle: ≥ 12 bags • Speed adjustment: microprocessor controlled. <p>Height: $\geq 90\text{cm}$</p> <p>TachoMeter accuracy (rpm): (≥ 1).</p> <p>Rotors available: horizontal.</p> <p>Temperature range: (-20~+60).</p> <p>Timer: yes.</p> <p>Braking (electric type): yes.</p> <p>Brush / brushless: brushless.</p> <p>Safety feature:</p> <ul style="list-style-type: none"> • Lid interlock: yes. • Biohazard containment: yes 	2

Item		Specifications	Quantity
		Alert indicator: imbalance, end of run, overspeed, lid open & others.	
		Display type: digital LCD.	
		Programmable: yes.	
		Noise level: (≤ 70 db.).	
		Input power: 230V,50Hz	
3	Can tube centrifuge 5ml capacity	Spins 3ml-5ml test tubes at 5000 rpm	4
		Minimum 16 tubes	
		Easy cleanout bowl	
		0 - 5000 RPM	
		Digital programmable time, speed, control and readout	
		Variable speed and time settings	
		Lid safety lock	
		Rubber feet to prevent slipping	
		Impact-resistant lid	
		Zero-rpm interlocking lid	
		Wide mouth for easy clean-up	
		Metal rotor and tube shields	
		Brushless motor	
		Angled and (swinging) tube holder as alternative	
		Fast breaking	
		POWER REQUIRMENTS: 230V,50Hz,	
4	Bench type 12 plate centrifuge	Spins 3ml-5ml test tubes at 5000 rpm	2
		Minimum 16 tubes	
		Easy cleanout bowl	
		0 - 5000 RPM	
		Digital programmable control and readout	
		Variable speed and time settings	
		Lid safety lock	
		Rubber feet to prevent slipping	
		Impact-resistant lid	
		Zero-rpm interlocking lid	
		Wide mouth for easy clean-up	
		Metal rotor and tube shields	
		Brushless motor	
		Angled and (swinging) tube holder as alternative	
		Fast breaking	
		POWER REQUIRMENTS: 230V,50Hz,	
5	Cell washed centrifuge	Max. Speed: 4000rpm	2
		Max. RCF: 1800xg	

Item		Specifications	Quantity
		RBC Swing Rotor: 12 x 7ml, 4000rpm, RCF 1800xg	
		WBC Swing Rotor: - 12 x 2ml, 4000rpm, RCF 1800xg - 12 x 1.5ml, 4000rpm, RCF 1800xg - 12 x 0.5ml, 4000rpm, RCF 1800xg	
		Timer: Programmable	
		Motor: Brushless motor	
		Power: AC 230V, 50, 3A	
		Weight: 22KG	
		Dimension: 430x346x260mm (L x W x H)	
6	Plasma extractor	Automatic (Yes/No)	5
		Purpose: separation of plasma from blood components of the blood bag	
		Inner & Outer Body: Complete in Stainless Steel	
		Pressure Plate: Acrylic	
		Clamping: motor activated	
		Tube sealer with sensor	
		Type Sensor: infra-red	
		Operation: Automatic Controlled by PID (Programmable) microprocessor based controlled	
		Highly sensitive sensor for instant sensing between transfers of blood components	
		Alarm: audio visual & stop separation if other components transferred	
		Should be compatible with different types/designs of bags	
		power requirement: 230 V, 50 HZ	
7	Aphaeresis blood cell separator	Application: - collection of blood products (i.e., donor collection) - exchange (removal and replacement) of substances - therapeutic removal of substances, or a combination of these applications	1
		Type system: closed system	
		Separation method: built in centrifugation or filtration	
		Centrifuge, rpm: ≥ 8000 for centrifugation separation method	
		Flow type: continuous	
		Venous access: single	
		Inlet rate, ml/min: range should cover the values 10- 150.	
		Extracorporeal volume, ml: minimal volume preferred	
		Anticoagulant ratio: varies	
		Apheresis units should allow the anticoagulant ratio and replacement fluid balance to be set manually	
		Programs:	
		Monitors/alarms: yes, to be specified	

Item		Specifications	Quantity
		Data management: yes	
		Battery backup to complete the cycle Max. 1 hr.	
		Power requirements: 230v, 50hz, three pin g type plug, medical approved power supply board	
		Environmental requirements: the equipment suitable for working in the climate conditions of Iraq in terms of temperature & humidity	
8	Tube sealer	Purpose: to seal blood bags tubes	5
		Heavy duty for continuous sealing	
		Sealing Capacity: ≥ 200 / day	
		High-quality sealing	
		Adjustable sealing time with range from 0.3ses to 6sec or less for permanent sealing	
		Power: 50 Ohm maximum or better	
		Frequency: ≥ 40.0 MHz	
		Electric shock protections	
		single segment sealing	
		Input Power: 230V,50Hz,	
		Environmental requirements: the equipment suitable for working in the climate conditions of Iraq in terms of temperature & humidity	
9	Blood mixer	Roller Size 4 Nos. x 230mm Lg	2
		RPM: 30 RPM/ 36 RPM	
		Mixing Time:15 - 20 Minutes	
		Capacity Vacuum / Non vacuum Tubes 6 Nos(of 4 ml) or Bulb of 5ml x 15 Nos.	
		Weight: 2.0 Kg	
		Power Input: 230V,50Hz ,	
10	Electric Blood Donation Chair	Purpose: are especially made for the comfort of the blood-donor in the blood center and hospitals.	4
		Type: motorized(electrical)	
		Functions movement :up/down, back section turn, and leg section turn.	
		Castors :NO	
		Material :high quality(strength).	
		Easy to clean seamless cushions, Antimicrobial fabric	
		Allows right or left-sided procedures	
		Dimensions: - Chair dimension : ≥ 1900 mm (curve length) x 550 mm - Arm board swing out : $0^{\circ} \sim \geq 45^{\circ}$ - Arm board height adjustment : ≥ 70 mm - Arm board slide ≥ 80 mm - Arm board dimension : $\geq (400\text{mm} \times 140 \text{ mm})$	
		Capacity(loading): ≥ 180 kg	
		Power: 230V,50Hz ,	

Item		Specifications	Quantity
11	Blood bag stripper	Machined aluminum	4
		Tefl on rollers with reinforced pins	
		Electroless Nickel Coating; durable with a chrome-like finish	
12	Platelet aggregation analyzers	PURPOSE : Platelet aggregation, analyzers are used to evaluate the adhesion of platelets to one another	1
		TESTS : Aggregation, Leukocyte adhesion, Ristocetin cofactor , Other tests should be specified	
		METHODOLOGY : Optical ,impedance or both, flow cytometer	
		CHANNELS : Multi channels (4-8)	
		DETECTOR AMPLIFIER : Photodiode	
		SPECIMEN : Diluted or undiluted whole blood, PRP, WBC	
		SPECIMEN VOLUME, μL : 250, 450, 1000	
		PREHEAT INCUBATORS : 8-16	
		TEMPERATURE RANGE, $^{\circ}\text{C}$ adjustable : Yes	
		TEMPERATURE INDICATOR : Meter	
		STIRRER Speed adjustable : yes	
		AUTOMATIC CALIBRATION : Yes	
		AUTOMATIC SETTING : Yes	
		MONITORING OF STIRRER AND TEMPERATURE :Yes	
		OUTPUT : Color Monitor (touch screen)and laser jet printer	
		SOFTWARE : interface with Windows based system computer	
		POWER REQUIREMENTS : 230V, 50Hz,	
		ADDITIONAL REQUIREMENTS: - Temperature range, detector sensitivity and stability should be reported by the manufacturer - High degree of precision, with high sensitivity instrument - Built-in data management systems that allow quality control (QC) and patient test values - Automatic steps such as reagent addition and dilution to eliminate sample preparation - steps (e.g., separating PRP from whole blood) to reduce the risk of operator contamination - System should be with sufficient optical sensitivity to distinguish between the PRP and PPP samples - User defined templates -Electronic pipette :included	
13	Coagulo Meter	Easy operation with LCD display	1
		With cold light source technology, long lifespan	
		Automatically hinting time for incubation time and adding reagent, automatically detecting reagent adding in reagent cup, and automatically start magnetic mixing device and testing timing.	
		Built-in magnetic stirrer ensuring the sample reagent mixing evenly in the measure.	

Item	Specifications	Quantity
	<p>The result is not affected by abnormal samples, jaundice、 hemolysis、 hyperlipemia samples can be measured accurately.</p> <p>The instrument has two detectors, which can be test items selectable or single-item with double tests in the same interface.</p> <p>Up to 10000 sample results can be stored.</p> <p>Built-in computer for many types of conversions (S,%, PTR, TNr, g / L), automatically print out the results</p> <p>Measuring pricinple: transmission turbidimetry</p> <p>Measuring channel: double channels</p> <p>Sample warm-up position: 15</p> <p>Reagent warm-up position: 2</p> <p>Sample volume: 50µl~100µl</p> <p>Reagent volume: 50µl~200µl</p> <p>Data entry: keyboard</p> <p>Temperature controlled: 37°C± 0.3°C</p> <p>Display: back-illuminated liquid crystal</p> <p>Printer: built-in micro printer</p> <p>Power supply: 230V,50Hz , , 50W</p>	
14	<p>AggregoMeter</p> <p>Measuring principle: Photometric, high resolution photoMeter (740 nm) up to 3 OD</p> <p>Measuring unit: Controlled at 37.4 °C +/- 0.3 °C</p> <p>4 independently operating measuring cells for simultaneous determination of different tests</p> <p>Measuring sensitivity down to 30.000 Thrombocytes/µL</p> <p>4 reagent positions, one stirred</p> <p>2 x 15 cuvette incubations positions</p> <p>Test volume: Micro cuvette for single use</p> <p>Total min. required 150 µL max. allowable 300 µL</p> <p>Display: Touch sensitive display</p> <p>Interfaces: 2 x RS 232 C / ChipCARDTM / MMC-Card / LAN</p> <p>Printer: External printer via LAN (optional)</p> <p>Dimensions/Weight: 25.0 x 32.5 x 14.0cm (9.8x12.8x5.5 inch), 5.3 kg (11.7 lb)</p> <p>Assays: ADP, Adrenalin, Collagen, Ristocetin, Arachidonic Acid</p> <p>HIT von Willebrand Ristocetin Cofactor assay (optional)</p> <p>Software features: All reagents individuall editable</p> <p>On board storage capability up to 15 assays</p> <p>Real time reaction curve recording</p> <p>Automated calculation of max./min aggregation, shape change, lag phase, desaggregation, area and more</p> <p>Max. measuring time up to 3.600 sec. prgrammable</p>	1

Item		Specifications	Quantity
		Data transmission to MMC-Card or external PC software	
15	Sterile connecting device (tube welder)	Purpose: to seal blood bags tubes Adjustable sealing time with range from 0.5ses to 5sec or less for permanent sealing Power: 80/50 Ohm maximum Frequency: 40.68MHz OR 40.0MHz Electric shock protections 4 segments sealing or more Input Power: 230V,50Hz , Operating temperature: 5-40oC Storage temperature: -5 - 60 oC	1
16	Plasma / low hemoglobin Meter	Principle: Modified azidemethemoglobin reaction dual wavelengths (570 nm and 880 nm) for compensation of turbidity Sample Material : Plasma, serum and aqueous solutions,or stored erythrocyte suspensions Measurement: 0–30.0 g/L (0–3.0 g/dL, Range : 0–3000 mg/dL, 0–1.9 mmol/L) Results: Within 60 seconds Sample Volume : ~20 µL Dimensions: 160 × 210 × 90 mm, (6.29 × 8.26 × 3.54 inches) Weight: 1kg (2.0 pounds) with batteries installed Storage Temp; Analyzer: 0–50 °C (32–122 °F) Microcuvettes: unopened 15–30 °C (59–86 °F); three-month open vial stability Operating Temp.: 15–30 °C (59–86 °F) Power: AC Adapter or 4 AA batteries	1
17	Whole blood processing system	Application :used to fully automate and standardize whole blood process produce blood cells, plasma and platelet components Configuration :compact desing . System procedures: - Protocol 2 component : process whole blood units ≥4 at (≤25 min) to protocol (≥4 RBCs units) &(4≥plasma units) & (≥4 residual leukocyte units). - Protocol 3 component : process whole blood units ≥4 at (≤ 25 min) to protocol (≥4 RBCs units)& (4≥ residual leukocyte units) units platelet. Data management : yes Integrated processing set : the same set is used for collection and processin . Start up _kit : 100set /day for one week. Power supply :medical approved power supply board Line voltage: 230V,50Hz ,threepin (G type) plug Voltage stabilizer circuit(or device) : yes (170-260VAC to 220/240VAC)	2

Item		Specifications	Quantity
		cUPS : yes for ≥15 minutes back up	
		Noise level : 50-65hz	
		Environmental requirements : the supplies confirmation the equipment suit for working in the climate conditions of Iraq in terms of temperature & humidity.	
18	Full automated viral screening	METHODOLOGY: Enzyme-linked	1
		TESTS performed: Antianemics ,Antiarrhythmics, Antiasthmatics, Antibiotics, Anticonvulsants, Antineoplastics, Chemistries, Diabetes , Drugs of abuse , Endocrine function , Ethanol , Thyroid markers, Immunoglobulins, Immunosuppressants, Nucleic acid, Proteins, Toxoplasma, Tumor markers and viruses	
		SAMPLE TYPE: Serum, plasma, urine, other	
19	Full automated blood grouping test	Purpose : Blood grouping systems used for ABO grouping and subgrouping, RH and other red cell phenotyping, and antibody detection.	1
		Throughput, samples/hr : to user requirements; higher throughput preferred	
		Analysis time : Less than 60 min	
		ABO forward/reverse : Yes	
		RH : Yes	
		ABO subgrouping : Optional preferred	
		weak D : Optional preferred	
		other red cell : Optional preferred	
		phenotyping , antibody screens	
		Specimen type : EDTA plasma, serum , other to be specified	
		Sample volume, µl : smaller sample volume preferred	
		Reagents volume, µl : smaller reagent volume preferred	
		Agglutination temperature : ambient and 37°C	
		Reaction readings : Yes	
		System capabilities - Processing mode : batch, random access , other to be specified - stat testing : Optional - clot detection : Yes - auto dilution : Yes - Agitation : Yes - Centrifugation : Yes	
		Data management - computer interface : Bidirectional - Integrated computer : Optional (preferred) - bar-code reader : Yes - Printer : Yes	

Item		Specifications	Quantity
		Water supply : Yes , Self-pump or container	
		Alert indicators : Yes	
		Line power, VAC : 220/240 VAC, 50/60 HZ	
20	Cool spine centrifuge (Refrigerated Centrifuge)	<p>Applications:to separate suspended particles from a liquid or to separate liquids of different densities especially for temperature sensitive materials</p> <p>Max rpm: $\geq 10,000$</p> <p>Speed adjustment: ≤ 10 steps, microprocessor control</p> <p>Rotors: horizontal fixed angel, preferable to accept different rotors</p> <p>Temperature range, °c :-10 to +40</p> <p>Temperature accuracy, °c : ≤ 3</p> <p>Timer range, min: 0 to ≥ 60</p> <p>Timer settings: timed, continuous</p> <p>Breaking, type: Electric, with time breaks setting</p> <p>Brushes: brushless</p> <p>Safety interlock: lid interlock</p> <p>Imbalance, end of run, over speed alarms</p> <p>Display: ParaMeter s displayed Speed, RCF, time, temperature</p> <p>Self diagnostic facility</p> <p>LINE POWER, VAC: 230V,50Hz ,</p> <p>Other specifications:</p> <ul style="list-style-type: none"> - Shut off the motor when the lid is opened or keep the lid latched until the rotor has stopped - Inner protective cover over the rotor assembly - Should have clear, easily read visual indicators or displays; audible signals or alarms for device malfunction - Refrigerants should be CFC-free 	2
21	Laboratory Balance	<p>Purpose: For precisely weighting of ultra-low weight materials for laboratory uses</p> <p>Digital scale</p> <p>Range should read up to 1000g</p> <p>Sensitivity: 1ng (0.001g)</p> <p>Working temperature: 10-400C, storing temp 0-50oC</p> <p>Shock resistance and overload protection</p> <p>Summation of weighting results</p> <p>Automatic calibration</p> <p>Capability of Different units weighting</p> <p>Balance pan :≥ 30cm</p> <p>Anticorrosion material and easy to clean</p> <p>Power requirements : 230V,50Hz ,</p>	1
22	Micro centrifuge	Purpose: to separate suspended particles from a liquid or to separate liquids of different densities	1

Item		Specifications	Quantity
		ROTATIONAL SPEED :> 8000 rpm with fixed setting	
		Number of tubes (type) : 24 (75 mm capillary)	
		ROTORS :Horizontal	
		TIMER : Range, min : 0 to ≥60 with increment ≤ 1min	
		BRAKING TIME, sec : 120	
		BRUSHLESS :Yes	
		NOISE LEVEL, dB : <70	
		LID INTERLOCK: Yes	
		ALERT INDICATORS: Audible imbalance, leakage current, lid open, end of run	
		Other specifications :Automatic breaking , air vent on the cover, LED display and a keyboard, tachometer to indicate the speed in rpm should be available , inner safety lids that fit over the rotor or tube covers that contain the sample material should be available, Gaskets with high quality material for tight seal, Bowl drains, the centrifuge should allow calibration by phototachometer manner with lid closed, should use at least an 8 cm rotor radius, a 50 µL sample, and a 75 mm capillary tube, inner protective cover over the rotor assembly	
		Environmental requirements: the equipment suitable for working in the climate conditions of Iraq in terms of temperature & humidity	
		LINE POWER, VAC : 230V,50Hz ,	
23	Laboratory Incubator	Purpose: used for growing microorganisms and cells that require oxygen for growth (e.g., bacteriology, virology, cultures) in hospital lab, specialist health center lab. & lab. of Primary health care unit. Configuration: tabletop Inner chamber stainless-steel and out chamber heavy duty material. Type door : glass or solid door Key Door lock :yes Capacity , L : 150 – 200 L Number of Shelves : ≥ 2 , stainless steel Temp is controlled by thermostat. Temperature range , °C : 5 to 40 °C Temperature Uniformity +/- 0.5°C Accuracy : ± 1 °C Illumination : internal light Control system : microprocessor controlled temperature regulation display : digital Alarms: audio & visual, Temperature, power failure The heated air circulates through the chamber by fans. All the control switches & Pilot lamps are fitted on the front panel Power requirements: 230V,50Hz ,	2

Item		Specifications	Quantity
		Environmental requirements: the equipment suitable for working in the climate conditions of Iraq in terms of temperature & humidity	
24	Electret oven up to 200 C	<p>Temperature range: 50°C ~ 300°C</p> <p>Temperature control: Thermostatically controlled</p> <p>Inside material: Double /Triple walled Construction inner chamber made of Stainless steel with supports on the three sides for two steel shelves</p> <p>Outside material : Mild steel sheet painted/powder coated Insulated stainless steel door with locking and rear zinc plated steel</p> <p>Capacity : > 50 ltr.</p> <p>Safety Alarm : Yes (Audible and visual) - Optional automatically shut down protection circuit</p> <p>Air circulating fan: Yes</p> <p>Digital timer: Yes</p> <p>Power supply: 220/240 VAC, 50 Hz</p> <p>Over current & over heated protection circuit</p> <p>Three Pin UK type Plug Voltage corrector/stabilizer circuit of (Input 160-260 V and output 220-240 V and 50 Hz)</p> <p>on/off rocker switch with indicator</p> <p>Adjustable wire mesh nickel plated trays/aluminum trays</p> <p>Digital indicator cum controller</p> <p>The gap between the two walls filled with glass wool insulation</p> <p>Easy-to-clean interior</p> <p>Forced air circulation by quiet air turbine/Fan to ensure uniform temperature</p> <p>Fitted with load indicator and safety thermostat take over indicator lamp. LCD/LED Indicator</p> <p>Output available for data acquisition</p> <p>The unit shall be capable of being stored continuously in ambient temperature of 0 ~ 70° C and relative humidity of 15-90%</p> <p>The unit shall be capable of operating continuously in ambient , temperature of 0 ~ 50° C and relative humidity of 15-90%</p>	1
25	Eliza	<p>Wavelength Range: 400 to 750 nm</p> <p>Filters: 10 nm half-bandwidth interference filters.</p> <p>User-accessible filter wheel. Up to 5 filters may be</p> <p>Filters supplied: 405 nm, 450 nm, 490 nm and 630 nm.</p> <p>The following specifications apply to 96-well, flat- or round-bottom plates, single-wavelength measurements with a 50-second read (normal read mde):</p> <ul style="list-style-type: none"> - Absorbance Measurement Range: 0.000 to 3.000 OD - Accuracy: $\pm 1.0\% \pm 0.010$ OD from 0.000 to 2.000 OD at 405 nm - Linearity: $\pm 1.0\%$ from 0.000 to 2.000 OD at 405 nm, $\pm 3.0\%$ from 2.000 OD to 3.000 OD @ 450 nm 	1

Item		Specifications	Quantity
		<p>- Repeatability (STD): $\pm 0.5\% \pm 0.005$ OD from 0.000 to 2.000 OD at 405 nm</p> <p>The following specifications apply to 96-well, flat- or round-bottom plates, ssingle-wavelength measurements with a 30-second read (rapid read mode):</p> <ul style="list-style-type: none"> - Absorbance Measurement Range: 0.000 to 3.000 OD - Accuracy: $\pm 2.0\% \pm 0.020$ OD from 0.000 to 2.000 OD at 405 nm - Linearity: $\pm 2.0\%$ from 0.000 to 2.000 OD @ 405 nm - Repeatability (STD): $\pm 1.0\% \pm 0.010$ OD from 0.000 to 2.000 OD at 405 nm <p>Light Source: Tungsten gas-filled bulb</p> <p>Dimensions: 42 cm x 38 cm x 18 cm (16.5" deep x 15" wide x 7" tall)</p> <p>Weight: 8 kg (18.5 lb. Maximum)</p> <p>Environment: Operating temperature 18° to 40°C</p> <p>Humidity: 10% to 85% noncondensing</p> <p>Power Supply: Input 100 to 240 V~ $\pm 10.0\%$ @ 50 to 60 Hz, Output +24 VDC, 2.1 A</p>	
26	Shaker	<p>Purpose: used in laboratory for gentle rolling motion to provide mixing at steady even rate to prevent sedimentation of samples.</p> <p>Motion : rolling & tilting</p> <p>Speed range : $\geq (10 - 40 \text{ rpm})$</p> <p>Adjustable speed : yes</p> <p>Number of roller : ≥ 5</p> <p>Display : LCD</p> <p>Controls : digital & solid state</p> <p>Timer : yes</p> <p>Maximum load : $\leq 1.6 \text{ kg}$</p> <p>Roller : robustly constructed and designed for easy cleaning , rubber tough , high–impact rollers</p> <p>Rotor drive : metal with stainless steel drive pins</p> <p>Tube type : accept various tube diaMeter and length</p> <p>Line power : 230V,50Hz ,</p> <p>Environmental requirements : The equipment suitable for working in the climate conditions of Iraq in terms of temperature & humidity</p>	4
27	BilirobinoMeter s	<p>Application: To measure the concentration of bilirubin in the blood.</p> <p>Printer: Yes (Built in)</p> <p>Power regulator: Yes</p> <p>Configuration: Yes (Benchtop)</p> <p>Method: Direct Spectrophotometry, Colorimetry ,photoMeter y.</p> <p>Bilirubin measured: Total, optional direct.</p> <p>Sample type: undiluted serum or plasma in centrifuged capillary tube.</p>	1

Item		Specifications	Quantity
		Sample volume, μL : not more than 30ul serum or plasma	
		Measurement Time, sec: ≤ 5 .	
		Calibration: Yes (automatic and interfered manually).	
		Frequency: For each measurement	
		Output: Units: $\mu\text{mol /L}$, mg / dL Range, mg /dL: 0-30	
		Display: LCD	
		Computer interface: Yes, RS232	
		Power supply: Voltage: 220~240 VAC, 50/60 Hz	
28	Hematology analyzer	<p>METHOD: Volumetric impedance, other should be stated in details</p> <p>PARAMETER S</p> <p>COUNTS/DILUTION: two, other should be stated</p> <p>SAMPLE VOLUME, :Should be stated for each method</p> <p>AUTOSAMPLING: yes</p> <p>CLOSED-TUBE SAMPLING: yes</p> <p>DILUTION: Automatic</p> <p>APERTURE Number: Two, other should be stated according to the method</p> <p>APERTURE Size(s), : to be stated for each aperture</p> <p>ADJUSTABLE THRESHOLD: yes</p> <p>START-UP TIME, min :< than 5</p> <p>SAMPLES/HOUR :> 60</p> <p>OPEN SYSTEM: Open</p> <p>VISUAL OUTPUT: LCD, Printer</p> <p>COMPUTER INTERFACE: RS232,USB,Other should be specified</p> <p>HISTOGRAM DISPLAY: Yes, display and printer</p> <p>DATA STORAGE :> 10000 patients</p> <p>QC PROGRAMS: Yes, levey-jennings chart ,other should be specified</p> <p>CALIBRATION: automatic, programmable</p> <p>CYCLE TIME, sec :< 60</p> <p>A-CBC / 5 part differential and reticulate paraMeter s:</p> <ul style="list-style-type: none"> - Multiple random access selective test profile - Multiple (different) sampling modes ,including rack-based auto sampler - Dual ID system including handheld bar code scanner and position sample ID at aspiration with bar code reader for sampler mode - Data management and on board quality control 	1

Item		Specifications	Quantity
		B- CBC / 5 part differential: - Two random access selective test profile - Multiple (different) sampling modes - Dual ID sputum with hand-held bar code scanner - Data management and on board quality control	
		C- CBC / 3 part differential: -Two random access selective test profile -Multiple (different) sampling modes -Data management and on board quality control	
		LINE POWER, VAC: 220-230V,50-60Hz	
		OTHER SPECIFICATIONS: High stability, minimum reagents consumption, meets international standards certificates	

Section 3b: Related Services

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

Exact Address of Delivery:	Blood Bank - Tikrit Teaching Hospital / Salahuddin Governorate
Inspection upon delivery	Required As per the specifications and technical sheet
Installation Requirements	Required As per the specifications and technical sheet
Testing Requirements	Required As per the specifications and technical sheet
Scope of Training on Operation and Maintenance	On-job training on the medical and laboratory equipment supplied, for the hospital team.
Commissioning	Required As per the specifications and technical sheet
Technical Support Requirements	Required As per the specifications and technical sheet
Payment Terms	<input checked="" type="checkbox"/> 100% within 30 days upon UNDP's acceptance of the required goods duly certified by the focal person.
Conditions for Release of Payment	1) Upon successful delivery of required equipment 2. Upon successful installation of the equipment at site;
After-sale services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 1 year <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Maintenance period -including required spare parts- should not be less than 2 years. <input checked="" type="checkbox"/> The bidder should be committed to have a representative inside Iraq for the purpose of follow up and conducting urgent and regular maintenance set according to the type of the device. <input checked="" type="checkbox"/> Year of manufacture should not exceed two years from the date of supplying.
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English; and/or <input checked="" type="checkbox"/> Arabic

Section 4: Bid Submission Form²

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

Insert: Date

To: UNDP, Iraq

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for Supply of Medical Equipment for the Blood Bank - Tikrit Teaching Hospital / Salahuddin Governorate in accordance with your Invitation to Bid. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN 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;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.
- e) We hereby certify that there is not any actual or potential conflict of interest or unfair advantage at this time, in us providing the Offer Submission or performing the required services.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for **120 Days**.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain, Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available]

² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

5a. Bidder Information Form³

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Credit/Financing Facility from the Bank (Name of Bank, Location, Contact Person and Contact Details)		
10. Latest Credit Rating (e.g D&B Report) (For contracts above US\$1 Million or as required by UNDP)		
11. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
12. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
13. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

³ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

5b. Qualification information:

(i) **Similar experience** (including UNDP contracts)

ITB requirements	Bidder's Similar Experience	Amount (US\$)

(ii) **Annual Turnover:**

Turnover in USD					Highest Annual Turnover	Remarks
2012	2013	2014	2015	2016		

- For J/V the sum of turnovers of all partners in any single year during the last five years will determine the total annual turnover
- However, the leading company shall meet not less than 40% of the turnover criteria and financial resources criteria.

(iii) **Liquidity (Bank statement, credit facility, etc.):**

ITB requirements	Bidder's Liquidity List	Amount (US\$)

(iv) **Litigation History (including pending litigation)**

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

(v) **History of Contract Non-Performance**

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

(vi) **Current on-going commitments (if any with UNDP & Other Clients);**

Project Description	Client Name	Amount in US\$	Completion Ratio	Anticipated date of Completion

(vii) **Top three Projects implemented during the last 5 years:**

Project Description	Client	Amount in US\$	Year of Completion	% Completed	Performance Evaluation

(i) **Conformity with following requirements:**

(Failing in any of the below will led to disqualify your offer)

Requirement	Yes	No
Confirmation of availability Warranty against defects arising from faults in equipment for a period of (1) Year.	<input type="checkbox"/>	<input type="checkbox"/>
Maintenance period -including required spare parts- should not be less than 2 years.	<input type="checkbox"/>	<input type="checkbox"/>
On-job training on the medical and laboratory equipment supplied.	<input type="checkbox"/>	<input type="checkbox"/>
Availability of a representative inside Iraq for the purpose of follow up and conducting urgent and regular maintenance set according to the type of the device.	<input type="checkbox"/>	<input type="checkbox"/>
The bidder commitment to provide ISO and country of origin certificates for each item/machine provided. Approval of the certificate of origins by the Iraqi embassy in the country of origin will be subjected for the UNDP request and needs.	<input type="checkbox"/>	<input type="checkbox"/>
Year of manufacture should exceed two years from the date of supplying	<input type="checkbox"/>	<input type="checkbox"/>

Joint Venture Partner Information Form (if Registered)⁴

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Share (%)		
a) Lead Partner:		
b) JV Partner:		
5. Year of Registration: <i>[insert Party's year of registration]</i>		
6. Countries of Operation	7. No. of staff in each Country	8. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Latest Credit Rating (if any): Click here to enter text.		
10. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
11. JV's Party Authorized Representative Information		
Name: <i>[insert name of JV's Party authorized representative]</i>		
Address: <i>[insert address of JV's Party authorized representative]</i>		
Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i>		
Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
12. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>		
<input type="checkbox"/> All eligibility document requirements listed in the Data Sheet		
<input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2.		
<input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁴ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Contents of Technical Bid

Note: The technical bid should include the following information/attachments:

#	Item	Specifications	Quantity	Specifications offered
1	Hemoglobin Meter	PURPOSE: For hemoglobin estimation	3	PURPOSE:
		Light source: LED, adjusted to specified wavelength, bandwidth: $\pm 2\text{nm}$		Light source:
		Detector: Silicone photodiode other should be specified		Detector:
		Measuring: Transmission/Absorption		Measuring:
		Photometric accuracy: ± 0.002		Photometric accuracy:
		Cuvette types: should accept different type of cuvettes		Cuvette types:
		Data: 1000 or more determinations including date and time		Data:
		Display: hemoglobin level in g/dl or g/l, date and time		Display:
		Measuring range: 0 - 30g/dl Hb		Measuring range:
		Dilution ratio: should be stated		Dilution ratio:
		Sample volume: minimum sample volume should be stated		Sample volume:
		Calibration: yes		Calibration:
		Quality control: yes, with control cuvette		Quality control:
		Sample material: Venus, arterial or capillary		Sample material:
		Environmental requirements: the equipment suitable for working in the climate conditions of Iraq in terms of temperature & humidity		Environmental requirements:
		Open system: Yes		Open system:
		Power supply: 230V,50Hz.		Power supply:
		Sample compartment: should be prepared for the use with cuvettes, integrated cover for the protection of the sample compartment against ambient light and dirt		Sample compartment:
2	Blood bag floor standing	Application: separate suspended particles of blood bags different densities separated blood components.	2	Application:

#	Item	Specifications	Quantity	Specifications offered
	centrifuge 6-12 bag	Rotational speed: • Max rpm: (1000 – 7000). • Max rcf, g: (≥ 4000). • No.of blood bag for each cycle: ≥ 12 bags • Speed adjustment: microprocessor controlled. Height: ≥ 90 cm TachoMeter accuracy (rpm): (≥ 1). Rotors available: horizontal. Temperature range: (-20~+60). Timer: yes. Braking (electric type): yes. Brush / brushless: brushless. Safety feature: • Lid interlock: yes. • Biohazard containment: yes Alert indicator: imbalance, end of run, overspeed, lid open & others. Display type: digital LCD. Programmable: yes. Noise level: (≤ 70 db). Input power: 230V,50Hz		Rotational speed: • Max rpm: • Max rcf, g: • No.of blood bag for each cycle: • Speed adjustment: Height: TachoMeter accuracy (rpm) : Rotors available: Temperature range: Timer: Braking (electric type) (Yes/No): Brush / brushless motor: Safety feature: Alert indicator: Display type: Programmable: Noise level: Input power:
3	Can tube centrifuge 5ml capacity	Spins 3ml-5ml test tubes at 5000 rpm Minimum 16 tubes Easy cleanout bowl 0 - 5000 RPM Digital programmable time, speed, control and readout Variable speed and time settings Lid safety lock Rubber feet to prevent slipping Impact-resistant lid Zero-rpm interlocking lid Wide mouth for easy clean-up Metal rotor and tube shields Brushless motor	4	Spins capacity: Tube capacity: Easy cleanout bowl (Yes/No): RPM: Programmable: Variable speed and time settings (Yes/No): Lid safety lock (Yes/No): Rubber feet to prevent slipping (Yes/No): Impact-resistant lid (Yes/No): Zero-rpm interlocking lid (Yes/No): Wide mouth for easy clean-up (Yes/No): Metal rotor and tube shields (Yes/No): Brushless motor (Yes/No):

#	Item	Specifications	Quantity	Specifications offered
		Angled and (swinging)tube holder as alternative		Angled and (swinging)tube holder as alternative (Yes/No):
		Fast breaking		Fast breaking (Yes/No):
		POWER REQUIRMENTS:230V,50Hz		POWER REQUIRMENTS :
4	Bench type 12 plate centrifuge	Spins 3ml-5ml test tubes at 5000 rpm	2	Spins capacity:
		Minimum 16 tubes		Tube capacity:
		Easy cleanout bowl		Easy cleanout bowl (Yes/No):
		0 - 5000 RPM		RPM:
		Digital programmable control and readout		Programmable
		Variable speed and time settings		Variable speed and time settings (Yes/No)
		Lid safety lock		Lid safety lock (Yes/No)
		Rubber feet to prevent slipping		Rubber feet to prevent slipping (Yes/No)
		Impact-resistant lid		Impact-resistant lid (Yes/No)
		Zero-rpm interlocking lid		Zero-rpm interlocking lid (Yes/No)
		Wide mouth for easy clean-up		Wide mouth for easy clean-up (Yes/No)
		Metal rotor and tube shields		Metal rotor and tube shields (Yes/No)
		Brushless motor		Brushless motor (Yes/No):
		Angled and (swinging) tube holder as alternative		Angled and (swinging)tube holder as alternative:
		Fast breaking		Fast breaking (Yes/No):
		Power Requirements: 230V,50Hz.		Power Requirements:
5	Cell washed centrifuge	Max. Speed: 4000rpm	2	Max. Speed:
		Max. RCF: 1800xg		Max. RCF:
		RBC Swing Rotor: 12 x 7ml, 4000rpm, RCF 1800xg		RBC Swing Rotor:
		WBC Swing Rotor : - 12 x 2ml, 4000rpm, RCF 1800xg - 12 x 1.5ml, 4000rpm, RCF 1800xg - 12 x 0.5ml, 4000rpm, RCF 1800xg		WBC Swing Rotor:
		Timer: Programmable		Timer:
		Motor: Brushless motor		Motor:
		Power: AC 230V, 50, 3A		Power:
		Weight: 22KG		Weight:
		Dimension: 430x346x260mm (L x W x H)		Dimension:
6	Plasma extractor	Automatic (Yes/No)	5	Automatic:
		Purpose: separation of plasma from blood components of the blood bag		Purpose:

#	Item	Specifications	Quantity	Specifications offered
		Inner & Outer Body : Complete in Stainless Steel Pressure Plate : Acrylic Clamping : motor activated Tube sealer with sensor Type Sensor : infra-red Operation : Automatic Controlled by PID (Programmable) microprocessor based controlled Highly sensitive sensor for instant sensing between transfers of blood components Alarm : audio visual & stop separation if other components transferred Should be compatible with different types/designs of bags power requirement : 230 V, 50 HZ		Inner & Outer Body : Pressure Plate : Clamping : Tube sealer with sensor (Yes/No) Type Sensor : Operation : Highly sensitive sensor for instant sensing between transfers of blood components (Yes/No) Alarm : Compatibility: power requirement :
7	Aphaeresis blood cell separator	Application : - collection of blood products (i.e., donor collection) - exchange (removal and replacement) of substances - therapeutic removal of substances, or a combination of these applications Type system : closed system Separation method :built in centrifugation or filtration Centrifuge ,rpm : ≥ 8000 for centrifugation separation method Flow type : continuous Venous access : single Inlet rate, ml/min : range should cover the values 10- 150 . Extracorporeal volume, ml: minimal volume preferred Anticoagulant ratio: varies Apheresis units should allow the anticoagulant ratio and replacement fluid balance to be set manually Programs : Monitors/alarms : yes , to be specified Data management: yes	1	Application : Type system : Separation method : Centrifuge ,rpm : Flow type : Venous access : Inlet rate, ml/min : Extracorporeal volume: Anticoagulant ratio: Apheresis units should allow the anticoagulant ratio and replacement fluid balance to be set manually (Yes/No) Programs : (Yes/No) Monitors/alarms : Data management (Yes/No):

#	Item	Specifications	Quantity	Specifications offered
		Battery backup to complete the cycle.Max. 1 hr. Power requirements: 230v, 50hz, three pin g type plug , medical approved power supply board Environmental requirements: the equipment suitable for working in the climate conditions of Iraq in terms of temperature & humidity		Battery backup to complete the cycle.Max. 1 hr. (Yes/No) Power requirements: Environmental requirements:
8	Tube sealer	Purpose: to seal blood bags tubes Heavy duty for continuous sealing Sealing Capacity:≥ 200/ day High-quality sealing Adjustable sealing time with range from 0.3ses to 6sec or less for permanent sealing Power: 50 Ohm maximum or better Frequency: ≥ 40.0MHz Electric shock protections single segment sealing Input Power: 230V,50Hz , Environmental requirements: the equipment suitable for working in the climate conditions of Iraq in terms of temperature & humidity	5	Purpose: Heavy duty for continuous sealing (Yes/No) Sealing Capacity: Sealing quality Sealing time: Power: Frequency: Electric shock protections (Yes/No) Single segment sealing (Yes/No) Input Power: Environmental requirements:
9	Blood mixer	Roller Size 4 Nos. x 230mm Lg RPM: 30 RPM/ 36 RPM Mixing Time:15 - 20 Minutes Capacity Vacuum / Non vacuum Tubes 6 Nos(of 4 ml) or Bulb of 5ml x 15 Nos. Weight: 2.0 Kg	2	Roller Size: RPM: Mixing Time: Capacity Vacuum / Non vacuum Tubes: Weight:

#	Item	Specifications	Quantity	Specifications offered
		Power Input: 230V,50Hz ,		Power Input:
10	Electric Blood Donation Chair	Purpose: are especially made for the comfort of the blood-donor in the blood center and hospitals.	4	Purpose:
		Type: motorized(electrical)		Type:
		Functions movement :up/down, back section turn, and leg section turn.		Functions movement :
		Castors :NO		Castors (Yes/No):
		material :high quality(strength).		Material quality:
		Easy to clean seamless cushions, Antimicrobial fabric		Easy to clean seamless cushions, Antimicrobial fabric (Yes/No):
		Allows right or left-sided procedures		Allows right or left-sided procedures (Yes/No)
		Dimensions: - Chair dimension : ≥1900mm (curve length) x 550 mm - Arm board swing out : 0~≥ 45o - Arm board height adjustment : ≥ 70mm - Arm board slide ≥80 mm - Arm board dimension : ≥ (400mm x 140 mm)		Dimensions: - Chair dimension : - Arm board swing out : - Arm board height adjustment : - Arm board slide: - Arm board dimension :
		Capacity(loading): ≥180 kg		Capacity(loading):
		Power: 230V,50Hz ,		Power:
11	Blood bag stripper	Machined aluminum	4	Machined aluminum (Yes/No):
		Tefl on rollers with reinforced pins		Tefl on rollers with reinforced pins (Yes/No)
		Electroless Nickel Coating; durable with a chrome-like fi nish		Electroless Nickel Coating; durable with a chrome-like fi nish (Yes/No)
12	Platelet aggregation analyzers	PURPOSE : Platelet aggregation, analyzers are used to evaluate the adhesion of platelets to one another	1	PURPOSE :
		TESTS : Aggregation, Leukocyte also adhesion, Ristocetin cofactor , Other tests should be specified		TESTS :

#	Item	Specifications	Quantity	Specifications offered
		<p>METHODOLOGY : Optical ,impedance or both, flow cytoMeter</p> <p>CHANNELS : Multi channels (4-8)</p> <p>DETECTOR AMPLIFIER : Photodiode</p> <p>SPECIMEN : Diluted or undiluted whole blood, PRP, WBC</p> <p>SPECIMEN VOLUME, μL : 250, 450,1000</p> <p>PREHEAT INCUBATORS : 8-16</p> <p>TEMPERATURE RANGE, $^{\circ}\text{C}$ adjustable : Yes</p> <p>TEMPERATURE INDICATOR : Meter</p> <p>STIRRER Speed adjustable : yes</p> <p>AUTOMATIC CALIBRATION : Yes</p> <p>AUTOMATIC SETTING : Yes</p> <p>MONITORING OF STIRRER AND TEMPERATURE :Yes</p> <p>OUT PUT : Color Monitor (touch screen)and laser jet printer</p> <p>SOFTWARE : interface with Windows based system computer</p> <p>POWER REQUIRMENTS : 230V,50Hz,</p> <p>ADDITIONAL REQUIRMENTS:</p> <ul style="list-style-type: none"> - Temperature range, detector sensitivity and stability should be reported by the manufacturer - High degree of precision, with high sensitivity instrument - Built-in data management systems that allow quality control (QC) and patient test values - Automatic steps such as reagent addition and dilution to eliminate sample preparation - steps (e.g., separating PRP from whole blood) to reduce the risk of operator contamination - System should be with sufficient optical sensitivity to distinguish between the PRP and PPP samples - User defined templates -Electronic pipette :included 		<p>METHODOLOGY :</p> <p>CHANNELS :</p> <p>DETECTOR AMPLIFIER :</p> <p>SPECIMEN :</p> <p>SPECIMEN VOLUME, μL :</p> <p>PREHEAT INCUBATORS :</p> <p>TEMPERATURE RANGE, $^{\circ}\text{C}$ adjustable (Yes/No):</p> <p>TEMPERATURE INDICATOR :</p> <p>STIRRER Speed adjustable (Yes/No):</p> <p>AUTOMATIC CALIBRATION (Yes/No):</p> <p>AUTOMATIC SETTING (Yes/No):</p> <p>MONITORING OF STIRRER AND TEMPERATURE (Yes/No):</p> <p>OUT PUT :</p> <p>SOFTWARE :</p> <p>POWER REQUIRMENTS :</p> <p>ADDITIONAL REQUIRMENTS:</p>
13	Coagulo Meter	Easy operation with LCD display	1	Easy operation with LCD display (Yes/No):

#	Item	Specifications	Quantity	Specifications offered
		With cold light source technology, long lifespan		With cold light source technology, long lifespan (Yes/No):
		Automatically hinting time for incubation time and adding reagent, automatically detecting reagent adding in reagent cup, and automatically start magnetic mixing device and testing timing.		Automatically hinting time for incubation time and adding reagent, automatically detecting reagent adding in reagent cup, and automatically start magnetic mixing device and testing timing (Yes/No):
		Built-in magnetic stirrer ensuring the sample reagent mixing evenly in the measure.		Built-in magnetic stirrer ensuring the sample reagent mixing evenly in the measure (Yes/No):
		The result is not affected by abnormal samples, jaundice、hemolysis、hyperlipemia samples can be measured accurately.		The result is not affected by abnormal samples, jaundice、hemolysis、hyperlipemia samples can be measured accurately (Yes/No):
		The instrument has two detectors, which can be test items selectable or single-item with double tests in the same interface.		The instrument has two detectors, which can be test items selectable or single-item with double tests in the same interface (Yes/No):
		Up to 10000 sample results can be stored.		Number of Samples stored:
		Built-in computer for many types of conversions (S,%, PTR, TNR, g / L), automatically print out the results		Built-in computer for many types of conversions (S,%, PTR, TNR, g / L), automatically print out the results (Yes/No):
		Measuring principle: transmission turbidimetry		Measuring principle:
		Measuring channel: double channels		Measuring channel:
		Sample warm-up position: 15		Sample warm-up position:
		Reagent warm-up position: 2		Reagent warm-up position:
		Sample volume: 50μl~100μl		Sample volume:
		Reagent volume: 50μl~200μl		Reagent volume:
		Data entry: keyboard		Data entry:
		Temperature controlled: 37°C± 0.3°C		Temperature controlled:
		Display: back-illuminated liquid crystal		Display:
		Printer: built-in micro printer		Printer:
		Power supply: 230V,50Hz , , 50W		Power supply:
14	AggregoMeter	Measuring principle: Photometric, high resolution photoMeter (740 nm) up to 3 OD	1	Measuring principle:
		Measuring unit: Controlled at 37.4 °C +/- 0.3 °C		Measuring unit:

#	Item	Specifications	Quantity	Specifications offered
		4 independently operating measuring cells for simultaneous determination of different tests Measuring sensitivity down to 30.000 Thrombocytes/ μ L 4 reagent positions, one stirred 2 x 15 cuvette incubations positions Test volume: Micro cuvette for single use Total min. required 150 μ L max. allowable 300 μ L Display: Touch sensitive display Interfaces: 2 x RS 232 C / ChipCARDTM / MMC-Card / LAN Printer: External printer via LAN (optional) Dimensions/Weight: 25.0 x 32.5 x 14.0cm (9.8x12.8x5.5 inch), 5.3 kg (11.7 lb) Assays: ADP, Adrenalin, Collagen, Ristocetin, Arachidonic Acid HIT von Willebrand Ristocetin Cofactor assay (optional) Software features: All reagents individuell editable On board storage capability up to 15 assays Real time reaction curve recording Automated calculation of max./min aggregation, shape change, lag phase, desaggregation, area and more Max. measuring time up to 3.600 sec. prgrammable Data transmission to MMC-Card or external PC software		4 independently operating measuring cells for simultaneous determination of different tests (Yes/No): Measuring sensitivity: Reagent positions: Cuvette incubations positions: Test volume: Total min. and max. allowed: Display: Interfaces: Printer: Dimensions/Weight: Assays: HIT von Willebrand Ristocetin Cofactor assay (optional) (Yes/No): Software features: On board storage capability: Real time reaction curve recording (Yes/No): Automated calculation of max./min aggregation, shape (Yes/No): change, lag phase, desaggregation, area and more (Yes/No): Max. measuring time: Data transmission:
15	Sterile connecting device (tube welder)	Purpose: to seal blood bags tubes Adjustable sealing time with range from 0.5ses to 5sec or less for permanent sealing Power: 80/50 Ohm maximum Frequency: 40.68MHz OR 40.0MHz Electric shock protections	1	Purpose: Adjustable sealing time: Power: Frequency: Electric shock protections (Yes/No):

#	Item	Specifications	Quantity	Specifications offered
		4 segments sealing or more		Number of segments sealing:
		Input Power: 230V,50Hz ,		Input Power:
		Operating temperature: 5-40oC		Operating temperature:
		Storage temperature: -5 - 60 oC		Storage temperature:
16	Plasma / low hemoglobin Meter	Principle: Modified azidemethemoglobin reaction dual wavelengths (570 nm and 880 nm) for compensation of turbidity	1	Principle:
		Sample Material : Plasma, serum and aqueous solutions,or stored erythrocyte suspensions		Sample Material :
		Measurement: 0–30.0 g/L (0–3.0 g/dL,		Measurement:
		Range : 0–3000 mg/dL, 0–1.9 mmol/L)		Range :
		Results: Within 60 seconds		Results:
		Sample Volume : ~20 µL		Sample Volume :
		Dimensions: 160 × 210 × 90 mm, (6.29 × 8.26 × 3.54 inches)		Dimensions:
		Weight: 1kg (2.0 pounds) with batteries installed		Weight:
		Storage Temp; Analyzer: 0–50 °C (32–122 °F)		Storage Temp; Analyzer:
		Microcuvettes: unopened 15–30 °C (59–86 °F); three-month open vial stability		Microcuvettes:
		Operating Temp.: 15–30 °C (59–86 °F)		Operating Temp.:
		Power: AC Adapter or 4 AA batteries		Power:
17	Whole blood processing system	Application :used to fully automate and standardize whole blood process produce blood cells, plasma and platelet components	2	Application :
		Configuration :compact desing .		Configuration:
		System procedures: - Protocol 2 component : process whole blood units ≥4 at (≤25 min) to protocol (≥4 RBCs units) &(4≥plasma units) & (≥4 residual leukocyte units). - Protocol 3 component : process whole blood units ≥4 at (≤ 25 min) to protocol (≥4 RBCs units)& (4≥ residual leukocyte units) units platelet.		System procedures:
		Data management : yes		Data management (Yes/No):
		Integrated processing set : the same set is used for collection and processin .		Integrated processing set :

#	Item	Specifications	Quantity	Specifications offered
		Start up _kit : 100set /day for one week. Power supply :medical approved power supply board Line voltage: 230V,50Hz ,threepin (G type) plug Voltage stabilizer circuit(or device) : yes (170-260VAC to 220/240VAC) cUPS : yes for ≥15 minutes back up Noise level : 50-65hz Environmental requirements : the supplies confirmation the equipment suit for working in the climate conditions of Iraq in terms of temperatature &humi.		Start up _kit : Power supply: Line voltage: Voltage stabilizer circuit(or device) : cUPS : Noise level : Environmental requirements :
18	Full automated viral screening	METHODOLOGY: Enzyme-linked TESTS performed: Antianemics ,Antiarrhythmics, Antiasthmatics, Antibiotics, Anticonvulsants, Antineoplastics, Chemistries, Diabetes , Drugs of abuse , Endocrine function , Ethanol , Thyroid markers, Immunoglobulins, Immunosuppressants, Nucleic acid, Proteins, Toxoplasma, Tumor markers and viruses SAMPLE TYPE: Serum, plasma, urine, other	1	METHODOLOGY: TESTS performed: SAMPLE TYPE:
19	Full automated blood grouping test	Purpose : Blood grouping systems used for ABO grouping and subgrouping, RH and other red cell phenotyping, and antibody detection. Throughput, samples/hr : to user requirements; higher throughput preferred Analysis time : Less than 60 min ABO forward/reverse : Yes RH : Yes ABO subgrouping : Opotional prefered weak D : Opotional prefered other red cell : Opotional prefered phenotyping , antibody screens	1	Purpose : Throughput, samples/hr : Analysis time : ABO forward/reverse (Yes/No): RH (Yes/No): ABO subgrouping (Yes/No): weak D : (Yes/No): other red cell (Yes/No): phenotyping , antibody screens (Yes/No):

#	Item	Specifications	Quantity	Specifications offered
		Specimen type : EDTA plasma, serum , other to be specified		Specimen type :
		Sample volume, µl : smaller sample volume preferred		Sample volume, µl :
		Reagents volume, µl : smaller reagent volume preferred		Reagents volume, µl :
		Agglutination temperature : ambient and 37°C		Agglutination temperature : a
		Reaction readings : Yes		Reaction readings (Yes/No):
		System capabilities - Processing mode : batch, random access , other to be specified - stat testing : Optional - clot detection : Yes - auto dilution : Yes - Agitation : Yes - Centrifugation : Yes		System capabilities - Processing mode : - stat testing : - clot detection (Yes/No): - auto dilution (Yes/No): - Agitation (Yes/No): - Centrifugation (Yes/No):
		Data management - computer interface : Bidirectional - Integrated computer : Optional (preferred) - bar-code reader : Yes - Printer : Yes		Data management - computer interface : - Integrated computer (Yes/No): - bar-code reader (Yes/No): - Printer (Yes/No):
		Water supply : Yes , Self-pump or container		Water supply :
		Alert indicators : Yes		Alert indicators (Yes/No):
		Line power, VAC : 220/240 VAC, 50/60 HZ		Line power, VAC :
20	Cool spine centrifuge (Refrigerated Centrifuge)	Applications:to separate suspended particles from a liquid or to separate liquids of different densities especially for temperature sensitive materials	2	Applications:
		Max rpm: ≥ 10,000		Max rpm:
		Speed adjustment: ≤ 10 steps, microprocessor control		Speed adjustment:
		Rotors: horizontal fixed angel, preferable to accept different rotors		Rotors:
		Temperature range, °c :-10 to +40		Temperature range, °c :
		Temperature accuracy, °c : ≤3		Temperature accuracy, °c :
		Timer range, min: 0 to ≥60		Timer range, min:
		Timer settings: timed, continuous		Timer settings: timed, continuous (Yes/No):
		Breaking, type: Electric, with time breaks setting		Breaking, type:

#	Item	Specifications	Quantity	Specifications offered
		Brushes: brushless		Brushes (Yes/No):
		Safety interlock: lid interlock		Safety interlock:
		Imbalance, end of run, over speed alarms		Imbalance, end of run, over speed alarms (Yes/No):
		Display: ParaMeter s displayed Speed, RCF, time, temperature		Display:
		Self diagnostic facility		Self diagnostic facility (Yes/No)::
		LINE POWER, VAC: 230V,50Hz ,		LINE POWER:
		Other specifications: - Shut off the motor when the lid is opened or keep the lid latched until the rotor has stopped - Inner protective cover over the rotor assembly - Should have clear, easily read visual indicators or displays; audible signals or alarms for device malfunction - Refrigerants should be CFC-free		Other specifications:
21	Laboratory Balance	Purpose: For precisely weighting of ultra-low weight materials for laboratory uses	1	Purpose:
		Digital scale		Digital scale (Yes/No):
		Range should read up to 1000g		Range :
		Sensitivity: 1ng (0.001g)		Sensitivity:
		Working temperature: 10-400C, storing temp 0-50oC		Working temperature:
		Shock resistance and overload protection		Shock resistance and overload protection (Yes/No):
		Summation of weighting results		Summation of weighting results (Yes/No):
		Automatic calibration		Automatic calibration (Yes/No):
		Capability of Different units weighting		Capability of Different units weighting (Yes/No):
		Balance pan :≥ 30cm		Balance pan :
		Anticorrosion material and easy to clean		Anticorrosion material and easy to clean (Yes/No):
		Power requirements : 230V,50Hz ,		Power requirements :
22	Micro centrifuge	Purpose: to separate suspended particles from a liquid or to separate liquids of different densities	1	Purpose:
		ROTATIONAL SPEED :> 8000 rpm with fixed setting		ROTATIONAL SPEED :
		Number of tubes (type) : 24 (75 mm capillary)		Number of tubes (type) :

#	Item	Specifications	Quantity	Specifications offered
		ROTORS :Horizontal TIMER : Range, min : 0 to ≥60 with increment ≤ 1min BRAKING TIME, sec : 120 BRUSHLESS :Yes NOISE LEVEL, dB : <70 LID INTERLOCK: Yes ALERT INDICATORS: Audible imbalance, leakage current, lid open, end of run Other specifications :Automatic breaking , air vent on the cover, LED display and a keyboard, tachometer to indicate the speed in rpm should be available , inner safety lids that fit over the rotor or tube covers that contain the sample material should be available, Gaskets with high quality material for tight seal, Bowl drains, the centrifuge should allow calibration by phototachometer manner with lid closed, should use at least an 8 cm rotor radius, a 50 µL sample, and a 75 mm capillary tube, inner protective cover over the rotor assembly Environmental requirements: the equipment suitable for working in the climate conditions of Iraq in terms of temperature & humidity LINE POWER, VAC : 230V,50Hz ,		ROTORS : TIMER : BRAKING TIME, sec : BRUSHLESS (Yes/No): NOISE LEVEL, dB : LID INTERLOCK (Yes/No): ALERT INDICATORS: Other specifications : Environmental requirements: LINE POWER, VAC :
23	Laboratory Incubator	Purpose: used for growing microorganisms and cells that require oxygen for growth (e.g., bacteriology, virology, cultures) in hospital lab, specialist health center lab. & lab. of Primary health care unit. Configuration: tabletop Inner chamber stainless-steel and out chamber heavy duty material. Type door : glass or solid door Key Door lock :yes Capacity , L : 150 – 200 L Number of Shelves : ≥ 2 , stainless steel	2	Purpose: Configuration: Inner chamber stainless-steel and out chamber heavy duty material (Yes/No): Type door : Key Door lock (Yes/No): Capacity , L : Number of Shelves :

#	Item	Specifications	Quantity	Specifications offered
		Temp is controlled by thermostat. Temperature range , °C : 5 to 40 °C Temperature Uniformity +/- 0.5°C Accuracy : ± 1 °C Illumination : internal light Control system : microprocessor controlled temperature regulation display : digital Alarms: audio & visual, Temperature, power failure The heated air circulates through the chamber by fans. All the control switches & Pilot lamps are fitted on the front pannel Power requirements: 230V,50Hz , Environmental requirements: the equipment suitable for working in the climate conditions of Iraq in terms of temperature & humidity		Temp is controlled by thermostat (Yes/No): Temperature range , °C : Temperature Uniformity: Accuracy : Illumination : Control system : display : Alarms: Heated air circulates through the chamber by: All the control switches & Pilot lamps are fitted on the front pannel (Yes/No): Power requirements: Environmental requirements:
24	Elecetrecal oven up to 200 C	Temperature range: 50°C ~ 300°C Temperature control: Thermostatically controlled Inside material: Double /Triple walled Construction inner chamber made of Stainless steel with supports on the three sides for two steel shelves Outside material : Mild steel sheet painted/powder coated Insulated stainless steel door with locking and rear zinc plated steel Capacity : > 50 Itr. Safety Alarm : Yes (Audible and visual) - Optional automatically shut down protection circuit Air circulating fan: Yes Digital timer: Yes Power supply: 220/240 VAC, 50 Hz Over current & over heated protection circuit Three Pin UK type Plug Voltage corrector/stabilizer circuit of (Input	1	Temperature range: Temperature control: Inside material: Outside material : Capacity : Safety Alarm : Air circulating fan (Yes/No): Digital timer (Yes/No): Power supply: Over current & over heated protection circuit (Yes/No): Three Pin UK type Plug Voltage corrector/stabilizer circuit of (Input 160-260 V and output 220-240 V and 50 Hz) (Yes/No):

#	Item	Specifications	Quantity	Specifications offered
		160-260 V and output 220-240 V and 50 Hz)		
		on/off rocker switch with indicator		On/off rocker switch with indicator (Yes/No):
		Adjustable wire mesh nickel plated trays/aluminum trays		Adjustable wire mesh nickel plated trays/aluminum trays (Yes/No):
		Digital indicator cum controller		Digital indicator cum controller (Yes/No):
		The gap between the two walls filled with glass wool insulation		The gap between the two walls filled with glass wool insulation (Yes/No):
		Easy-to-clean interior		Easy-to-clean interior (Yes/No):
		Forced air circulation by quiet air turbine/Fan to ensure uniform temperature		Forced air circulation by:
		Fitted with load indicator and safety thermostat take over indicator lamp. LCD/LED Indicator		Fitted with load indicator and safety thermostat take over indicator lamp. LCD/LED Indicator (Yes/No):
		Output available for data acquisition		Output available for data acquisition (Yes/No):
		The unit shall be capable of being stored continuously in ambient temperature of 0 ~ 70° C and relative humidity of 15-90%		The unit shall be capable of being stored continuously in ambient temperature of 0 ~ 70° C and relative humidity of 15-90% (Yes/No):
		The unit shall be capable of operating continuously in ambient , temperature of 0 ~ 50° C and relative humidity of 15-90%		The unit shall be capable of operating continuously in ambient , temperature of 0 ~ 50° C and relative humidity of 15-90% (Yes/No):
25	Eliza	Wavelength Range: 400 to 750 nm	1	Wavelength Range:
		Filters: 10 nm half-bandwidth interference filters.		Filters:
		User-accessible filter wheel. Up to 5 filters may be		User-accessible filter:
		Filters supplied: 405 nm, 450 nm, 490 nm and 630 nm.		Filters supplied:
		The following specifications apply to 96-well, flat- or round-bottom plates, single-wavelength measurements with a 50-second read (normal read mde): - Absorbance Measurement Range: 0.000 to 3.000 OD - Accuracy: $\pm 1.0\% \pm 0.010$ OD from 0.000 to 2.000 OD at 405 nm - Linearity: $\pm 1.0\%$ from 0.000 to 2.000 OD at 405 nm, $\pm 3.0\%$ from 2.000 OD to 3.000 OD @ 450 nm		The following specifications apply to 96-well, flat- or round-bottom plates, single-wavelength measurements with a 50-second read (normal read mde): - Absorbance Measurement Range: - Accuracy: - Linearity: - Repeatability (STD):

#	Item	Specifications	Quantity	Specifications offered
		- Repeatability (STD): $\pm 0.5\% \pm 0.005$ OD from 0.000 to 2.000 OD at 405 nm		
		The following specifications apply to 96-well, flat- or round-bottom plates, ssingle-wavelength measurements with a 30-second read (rapid read mode): - Absorbance Measurement Range: 0.000 to 3.000 OD - Accuracy: $\pm 2.0\% \pm 0.020$ OD from 0.000 to 2.000 OD at 405 nm - Linearity: $\pm 2.0\%$ from 0.000 to 2.000 OD @ 405 nm - Repeatability (STD): $\pm 1.0\% \pm 0.010$ OD from 0.000 to 2.000 OD at 405 nm		The following specifications apply to 96-well, flat- or round-bottom plates, ssingle-wavelength measurements with a 30-second read (rapid read mode): - Absorbance Measurement Range: - Accuracy: - Linearity: - Repeatability (STD):
		Light Source: Tungsten gas-filled bulb		Light Source:
		Dimensions: 42 cm x 38 cm x 18 cm (16.5" deep x 15" wide x 7" tall)		Dimensions:
		Weight: 8 kg (18.5 lb. Maximum)		Weight:
		Environment: Operating temperature 18° to 40°C		Environment:
		Humidity: 10% to 85% noncondensing		Humidity:
		Power Supply: Input 100 to 240 V~ $\pm 10.0\%$ @ 50 to 60 Hz, Output +24 VDC, 2.1 A		Power Supply:
26	Shaker	Purpose: used in laboratory for gentle rolling motion to provide mixing at steady even rate to prevent sedimentation of samples.	4	Purpose:
		Motion : rolling & tilting		Motion :
		Speed range : $\geq (10 - 40 \text{ rpm})$		Speed range :
		Adjustable speed : yes		Adjustable speed (Yes/No):
		Number of roller : ≥ 5		Number of roller :
		Display : LCD		Display :
		Controls : digital & solid state		Controls :
		Timer : yes		Timer (Yes/No):

#	Item	Specifications	Quantity	Specifications offered
		Maximum load : ≤ 1.6 kg Roller : robustly constructed and designed for easy cleaning , rubber tough , high–impact rollers Rotor drive : metal with stainless steel drive pins Tube type : accept various tube diaMeter and length Line power : 230V,50Hz , Environmental requirements : The equipment suitable for working in the climate conditions of Iraq in terms of temperature & humidity		Maximum load : Roller : Rotor drive : Tube type : Line power : Environmental requirements :
27	BilirobinoMeter s	Application: To measure the concentration of bilirubin in the blood. Printer: Yes (Built in) Power regulator: Yes Configuration: Yes (Benchtop) Method: Direct Spectrophotometry, Colorimetry ,photoMeter y. Bilirubin measured: Total, optional direct. Sample type: undiluted serum or plasma in centrifuged capillary tube. Sample volume, μ L: not more than 30ul serum or plasma Measurement Time, sec: ≤ 5 . Calibration: Yes (automatic and interfered manually). Frequency: For each measurement Output: Units: μ mol /L, mg / dL Range, mg /dL: 0-30 Display: LCD Computer interface: Yes, RS232 Power supply: Voltage: 220~240 VAC, 50/60 Hz	1	Application: Printer: Power regulator (Yes/No): Configuration: Method: Bilirubin measured: Sample type: Sample volume, μ L: Measurement Time, sec: Calibration: Frequency: Output: Units: Range: Display: Computer interface: Power supply:
28	Hematology analyzer	METHOD: Volumetric impedance, other should be stated in details PARAMETER S COUNTS/DILUTION: two, other should be stated	1	METHOD: PARAMETER S: COUNTS/DILUTION:

#	Item	Specifications	Quantity	Specifications offered
		SAMPLE VOLUME, :Should be stated for each method		Sample volume:
		AUTOSAMPLING: yes		AUTOSAMPLING (Yes/No):
		CLOSED-TUBE SAMPLING: yes		TUBE SAMPLING:
		DILUTION: Automatic		DILUTION:
		APERTURE Number: Two, other should be stated according to the method		APERTURE Number:
		APERTURE Size(s), : to be stated for each aperture		APERTURE Size(s):
		ADJUSTABLE THRESHOLD: yes		ADJUSTABLE THRESHOLD (Yes/No):
		START-UP TIME, min :< than 5		START-UP TIME, min :
		SAMPLES/HOUR :> 60		SAMPLES/HOUR :
		OPEN SYSTEM: Open		SYSTEM:
		VISUAL OUTPUT: LCD, Printer		VISUAL OUTPUT:
		COMPUTER INTERFACE: RS232,USB,Other should be specified		COMPUTER INTERFACE:
		HISTOGRAM DISPLAY: Yes, display and printer		HISTOGRAM DISPLAY:
		DATA STORAGE :> 10000 patients		DATA STORAGE :
		QC PROGRAMS: Yes, levey-jennings chart ,other should be specified		QC PROGRAMS:
		CALIBRATION: automatic, programmable		CALIBRATION:
		CYCLE TIME, sec :< 60		CYCLE TIME, sec :
		A-CBC / 5 part differential and reticulate paraMeter s: - Multiple random access selective test profile - Multiple (different) sampling modes ,including rack-based auto sampler - Dual ID system including handheld bar code scanner and position sample ID at aspiration with bar code reader for sampler mode - Data management and on board quality control		A-CBC / 5 part differential and reticulate paraMeter s (Yes/No): - Multiple random access selective test profile - Multiple (different) sampling modes ,including rack-based auto sampler - Dual ID system including handheld bar code scanner and position sample ID at aspiration with bar code reader for sampler mode - Data management and on board quality control
		B- CBC / 5 part differential: - Two random access selective test profile - Multiple (different) sampling modes - Dual ID sputum with hand-held bar code scanner		B- CBC / 5 part differential (Yes/No): - Two random access selective test profile - Multiple (different) sampling modes - Dual ID sputum with hand-held bar code scanner - Data management and on board quality control

#	Item	Specifications	Quantity	Specifications offered
		- Data management and on board quality control		
		C- CBC / 3 part differential: -Two random access selective test profile -Multiple (different) sampling modes -Data management and on board quality control		C- CBC / 3 part differential (Yes/No): -Two random access selective test profile -Multiple (different) sampling modes -Data management and on board quality control
		LINE POWER, VAC: 220-230V,50-60Hz		LINE POWER, VAC:
		OTHER SPECIFICATIONS: High stability, minimum reagents consumption, meets international standards certificates		OTHER SPECIFICATIONS:

Section 7: Price Schedule Form⁵

PRICE STRUCTURE

- 1) UNDP has the right to increase or decrease for any item quantity or minor modifications to the structures for the same unit price in the BOQ or to omit any item / structure considered not necessary without any compensation to the contractor.
- 2) The bidder has to sign and stamp every page.
- 3) The price quoted should match specifications indicated above

	Item	Quantity	Unit price	Total
1	Hemoglobin Meter	3		
2	Blood Bag Floor Standing Centrifuge 6-12 Bag	2		
3	Can Tube Centrifuge 5ml Capacity	4		
4	Bench type 12 plate centrifuge	2		
5	Cell Washed Centrifuge	2		
6	Plasma Extractor	5		
7	Aphaeresis Blood Cell Separator	1		
8	Tube Sealer	5		
9	Blood Mixer	2		
10	Electric Blood Donation Chair	4		
11	Blood Bag Stripper	4		
12	Platelet Aggregation Analyzers	1		
13	Coagulo Meter	1		
14	Aggrego Meter	1		
15	Sterile Connecting Device (tube welder)	1		
16	Plasma /Low Hemoglobin Meter	1		
17	Whole Blood Processing System	2		
18	Full Automated Viral Screening	1		
19	Full Automated Blood Grouping Test	1		
20	Cool Spine Centrifuge (Refrigerated Centrifuge)	2		
21	Laboratory Balance	1		
22	Micro Centrifuge	1		

⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

	Item	Quantity	Unit price	Total
23	Laboratory Incubator	2		
24	Electrical oven up to 200 C	1		
25	Eliza	1		
26	Shaker	4		
27	BilirobinoMeter s	1		
28	Hematology analyzer	1		
Grand Total				

Name of Firm	
Authorized Signature	
Contact Person	
Title of Signatory	
Mobile/Telephone	
Email	

Stamp



Section 8: Sample of Contract

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

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

15. Contractor's Bank Account to which payments will be transferred:

Beneficiary:

Account name:

Account number:

Bank name:

Bank address:

Bank SWIFT Code:

Bank Code:

Routing instructions for payments:

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

1. This face sheet ("Face Sheet").
2. UNDP Special Conditions [as per ITB requirements].
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [].
4. Technical Specifications for Goods .
5. The Contractor's Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.

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

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

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

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

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract.

The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

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

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

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

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

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the

Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

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

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

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

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

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

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and,*

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure

to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor’s warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor’s warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following

delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

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

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

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

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

12. INDEMNIFICATION:

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

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the

terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

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

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

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

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

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP

reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

16.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

16.3 At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

16.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the

Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

18.1 The Recipient shall:

18.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

18.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

18.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser’s prior written consent; *and*,

18.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

18.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

18.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 The Contractor may disclose Information *to the extent* required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

18.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence

or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

19.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

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

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

23. SETTLEMENT OF DISPUTES:

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

23.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property,

whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

24. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

25. TAX EXEMPTION:

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

25.2 The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the

payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

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

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

31. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

32. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the

Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

34. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35.3 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.

36. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.