INVITATION TO BID

Supply of Medical Equipment for Al-Aqsa, Al-Qadsia and Al-Jazair PHCC in East Mosul, Iraq

ITB-085/18

Iraq

1. **Al-Aqsa PHCC, East Mosul**
2. **Al-Qadsia PHCC, East Mosul**
3. **Al-Jazair PHCC, East Mosul**

United Nations Development Programme

February, 2018

Section 1. Letter of Invitation

Subject: **ITB-085/18 Supply of Medical Equipment for Al-Aqsa, Al-Qadsia and Al-Jazair PHCC in East Mosul, Iraq**

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 e-Tendering system by suppliers.
Appendix B – Terms and Conditions for use of online e-Tendering system.
Annex C – Presentation on how to register in e-Tendering

Your offer, comprising of a Technical Bid and Price Schedule, should be submitted in accordance with Section 2, through e-Tendering 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 Bidders

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.

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 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-9, 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 16) 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 4). 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.30 & 31).

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 8), 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 9), 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 15). 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 15), 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 <u>any</u> 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 5 & 6), 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 8), 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 7). 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 all other documents required online in the eTendering system. Bids submitted in any other form will not be accepted unless explicitly authorized by UNDP in advance.

23.2 In the unlikely and exceptional event that the Bidder encounter technical problems when submitting the proposal in the system, then the Bid can be sent via email as instructions in Data Sheet (DSNo. 22). Bidders are however strongly advised to undertake all necessary efforts, including requesting support from UNDP, to submit the Bid through the online system. In all cases, email submissions must be authorized and accepted by UNDP prior to the submission deadline indicated. *Bids submitted via email which does not have prior authorization by UNDP will not be accepted.*

23.3 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, Reparable 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 27).

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 14), 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:	**ITB-085/18 Supply of Medical Equipment for Al-Aqsa, Al-Qadsia and Al-Jazair PHCC in East Mosul, Iraq**
3		Country:	IRAQ
4		Minimum Qualifying Criteria (Clauses 9.1 & 9.2)	☒ Minimum of 2 contracts similar in nature (***Supply of medical equipment***) during the last 7 years ☒ Minimum annual turnover of US (**USD 200,000**) in any single year during the last five years (2012-2013-2014-2015-2016). **OR** ☒ Availability of Credit Facility from the bank valuing US$ 50,000 for a reasonable timeframe; ☒ None performance contracts: Non-performance contract did not occur for the last 3 years: ☒ 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:	☒ English
6	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	☒ Not allowed
7	C.20	Conditions for Submitting Alternative Bid	☒ 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	☒ 120 days
10	B.9.5 C.15.4 b)	Bid Security	☒ Not Required
11	B.9.5	Acceptable forms of Bid Security	☒ N/A
12	B.9.5 C.15.4 a)	Validity of Bid Security	☒ N/A
13		Advanced Payment upon signing of contract	☒ Not allowed
14		Liquidated Damages	☒ 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	☒ Not Required
16	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	☒ United States Dollars (US$)
17	B.10.1	Deadline for submitting requests for clarifications/ questions	4 days before the submission date.
	B.10.1	Contact Details for submitting clarifications/questions	☒ Focal Person in UNDP: Ratan Khisha E-mail: ratan.khisha@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 queries	☒ Uploaded in the E-Tendering System. It is the responsibility of the Proposers to view the respective changes and clarifications in the system

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). **PLEASE NOTE: -** 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	☒ Online bidding in E-Tendering module.
23	D.23.1 D.26	Conditions and Procedures for electronic submission and opening, if allowed	☒ Official Address for e-submission: **UNDP e-Tendering Portal** http://etendering.partneragencies.org/ Max. File Size per transmission: 7.5 MB ☒ Max. No. of transmission: No limit ☒ No. of copies to be transmitted: 1 ☒ Mandatory subject of the submission: **ITB-085/18 Supply of Medical Equipment for Al-Aqsa, Al-Qadsia and Al-Jazair PHCC in East Mosul**
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	☒ Company Profile, which including printed brochures and product catalogues relevant to the

		"Certified True Copy" form only)	goods/services being procured ☒ Certificate of Registration of the business; ☒ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country; ☒ Section 4: Bid Submission Form ☒ Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder ☒ Section 6: Technical Bid Form (Signed and Stamped) ☒ Section 7: Price Schedule (Signed and Stamped) ☒ Catalogues of offered equipment ☒ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the last Five years (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 60% of the turnover criteria and financial resources criteria. ☒ List of previous similar contracts and projects executed with values and name of client. ☒ Availability of maintenance and spare parts for 2 years. ☒ 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	☒ Compliance of Bid to the Technical Requirements and specifications of the BOQs; ☒ Compliance with the delivery terms and conditions/completion deadline set by UNDP of 45 days; ☒ Compliance with the warranty against defects arising from faults in equipment for a period of (1) Year. ☒ Fully compliance with Technical requirement of equipment; ☒ Minimum no. of similar projects undertaken over the past 7 years (2 similar projects).
27	C.15	Structure of the Technical Bid	*See Section – 6*

		and List of Documents to be Submitted	
28		Latest Expected date for commencement of Contract	*March 25, 2018*
29		Maximum Expected duration of contract	45 calendar days
30		UNDP will award the contract to:	☒ One Bidder only
31	F.34	Criteria for the Award	**Award Criteria** ☒ Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and ☒ Lowest priced, technically responsive and qualified Bid.
32	E.29.3	Post qualification Actions	☒ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ☒ Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; ☒ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; ☒ 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	☒ UNDP's issuance of Purchase Order/Contract.
34		Other Information Related to the ITB	*N/A*

Section 3a: Schedule of Requirements and Technical Specifications

	Item Technical Specifications	Required Quantities
1	**ECG (electrocardiogram)** Power supply voltage: - Medical Approved power supply board - 220/240 VAC , 50/60 Hz. Voltage stabilizer: - Optional, if YES (180-250 VAC to 220 /240 VAC stabilizing board or device. Rechargeable batteries: Optional, if YES (the equipment should work properly and normally with or without the batteries i.e. if the battery removed or damaged .The charging board or transformer should be responsible only for charging the batteries i.e. the equipment should work properly and normally if the charging board is damaged or removed. UPS: -Optional Display : > 12" Color LCD (Actual size" display with grid lines — waveforms on the display are the same size as waveforms on the printout). Leads: > 12 Lead Data & Memory: Data & Memory - Large memory capacity: approximately 400 patients x 10 seconds of 12 lead ECG wave and patient information. - Approximately 2,500 patient's data can be stored. - Capability of Data transfer to PC (i.e. by LAN, or wireless LAN with optional interface....etc). - ECG Data can be reviewed and managed on a Windows® PC with optional ECG Viewer software Printer: Printer Thermal or Laser with standard paper (type &size) quantity enough for at least 5000 exam , Other specifications: - On-screen comparison of average waveforms of 5 different exams. - Adult and pediatric analysis capability - Waveform preview - > 3 channel or multichannel ECG. - AC/DC and battery full operating system. - Specifying accuracy and digital filter performance. - AC filters 50HZ. - (Lead fail - high HR Beat -low battery) ,alarms: audio or lights. - Optional Filters(i.e. EMG filter)	**2**
2	**Sphygmomanometer Mercury** 1.With Aluminum Cover 2.Measure scope: 0-300mmHg 3.Accuracy: +/-3mmHg 4.Sub-division: 2mmHg	**8**

3	**STETHOSCOPES:** - Double cup, dual-use (adult and pediatric auscultation) chest piece in stainless steel or chrome plated brass. - Adult diaphragm 43-47mm; pediatric diaphragm 28-36mm. - Y tube treated rubber or PVC with 8-11mm diameter. - Arms: stainless steel, or chrome brass - Removable plastic ear-pieces. - Spare parts: includes: • Pair of comfortable firm ear piece: 1/Each • Diaphragm: 1/Each	**6**
4	**Glucometer/blood glucose meter** Measurement range 0.6 to 33.3 mmol/L. With alarm clock function, memory for 500 tests with 7/14/30-day average function and infra-red PC data transfer capability. The cost includes 10 test strips, 2 control solutions, Multiclix single-patient lancet device, 12 lancets and storage/carrying case	**2**

5	**Otoscope and Ophthalmoscope set** GENERAL SPECIFICATIONS: - Otoscope and Ophthalmoscope Instrument Set (One set) - Storage case that holds all items - 1 or 2 handles powered by 2 alkaline AA batteries - Battery life: at least 5 hours of use on full charge or fresh batteries - Handle(s) with on/off switch - Capable of being stored continuously in ambient temperature of 0 to 50 C° and relative humidity of 15 to 90%. -Capable of operating continuously in ambient temperature of 10 to 50 C° and relative humidity of 15 to 90%. TECHNICAL SPECIFCATIONS: Ophthalmoscope: - Range of lenses not smaller than -20D to +20D with steps not greater than 1D. - Anti-reflection lens. - Magnification 12-16x - Apertures: small, large and semi-circle, fixation star. - Variable light adjustment - Light source: white LED bulb or 2.5v Xenon - Light intensity: 8,000-12,000 lux - Color temperature: Cool white in the range 3100-5500K - Dust free sealed optics and aspherical optical system - Red-free, blue, green, and polarization filters. - Scratch-resistant lens; glass (preferred) or plastic - Liquid splash resistant Otoscope: - Optical lens with adjustable magnification 2.5-3x - Color temperature range 3100-5500K - Light intensity: 8,000-12,000 lux - Variable light adjustment - Light source: white LED bulb or 2.5v Xenon - Light intensity: 8,000-12,000 lux - Specula should be reusable and cleanable - Port for an insufflation bulb - Scratch-resistant lens; glass (preferred) or plastic - Liquid splash resistant	**3**

6	**Nebulizers** Application: used to produce medicated aerosols for inhalation by pediatric & adult patients with respiratory symptoms. Heavy duty & compatible design. Type: portable. Configuration: jet (pneumatic). Compressor pressure range (psi): (0~40). Compressor flow range (L/min): (0~14) Particle size (microns): (0.5~5). Method of nebulization: piston driven. Nebulizer capacity (ml): ≥5. Accessories: • 1 mouth piece. • 1 tube,2 tube spare (tubes should be made from flexible plastic materials and transpoarent and easy cleaning). • 1 T-adaptor. • 1 reservoir tube. • 1 reusable nebulizer (single patient use only). • 1 pediatric mask & 1 adult mask. • 3 filter. • Spare funnel for medical solutions. • Carrying case. • Venturimask for adult & child. • MC mask for adult & child. Input power: 220/240 VAC, 50/60 Hz single phase.Three Pin G type Plug, Voltage stabilizing and over current protection circuit. The device can be operated electrically by rechargeable battery or built in charger. **UPS: smart, 1600 KVA.** Environmental requirements: 3- The unit shall be capable of being stored continuously in ambient temperature of (0-60deg C) and relative humidity of (15-90%). The unit shall be capable of operating continuously in ambient temperature of (10-40 deg C) and relative humidity of (15-90%).	**5**
7	**Sucker device** Power supply : Medical Approved power supply board 220/240 VAC , 50/60 Hz Line voltage : Optional ,if YES (180-250 VAC to 220 /240 VAC stabilizing board or device Voltage stabilizer : YES (the equipment should work properly and normally with or without the batteries i.e. if the battery removed or damaged Rechargeable Batteries: The charging board or transformer should be responsible only for charging the batteries i.e. the equipment should work properly and normally if the charging board is damaged or removed UPS: suitable rating with voltage regulation and spike protection for ≥ 6 hours back up Therapy Delivery: Modes: Continuous or Intermittent Intensity Settings: Low, Medium, High Pressure Settings:-25 mmHg through –200 mmHg (-3.3 kPa to -26.6 kPa) Storage and Environmental Conditions: Storage Temperature Range: -10° C to +70° C	**3**

	Operational Temperature Range: +0° C to +45° C Relative Humidity Range: 10% to 85% non-condensing Barometric Pressure Range: 700 hPa to 1060 hPa Canister Volume: 500 mL and 1,000 mL Other specification: - Continuous Operation - Equipment not suitable for use in the presence of a flammable anesthetic mixture with air, oxygen or nitrous oxide - Digital wound image feature allows healthcare professionals to measure and calculate wound area and volume, which helps wound progress assessment - Simple. Clinicians will appreciate new IV pole and bedside positioning capabilities and easier, single-hand canister removal - Compatible. Includes a USB port and memory card slot for convenient data download - Instant Feedback. Audio and visual cues are delivered in real-time, allowing easier location of dressing leaks V.A.C. Therapy Canisters: Charcoal filters help reduce odor Hydrophobic construction prevents leaks Available gel packs help solidify wound exudate Accessories: 500 ml, 1,000 ml InfoV.A.C. Canister with Gel and without Gel 1 canister with tubing, clamp and connector for each 500 ml capacity, 1,000 ml capacity for each Case for each V.A.C. Therapy Accessories V.A.C. Drape 1 adhesive drape (30.5 x 26 cm) V.A.C. Extra-Large Drape 1 adhesive drape (66 x 84 cm) Sensa Pad 1 SensaT.R.A.C.™ Pad with tubing, clamp and connector Y-Connector 1 Y-connector to connect two or more dressings Tubing Cap Cap to secure end of canister tubing when not in use Case for each	
8	**INSTRUMENT TROLLEY** GENERAL SPECIFICATIONS - Stainless steel - Heavy duty - Two roofs - Provided with trolleys	**7**
9	**Infusion stand mobile w 2 prongs**	**6**
10	**O2 flow meter & humidifier**	**6**

11	**EXAMINATION COUCH :** GENERAL SPECIFICATIONS - Antibacterial and cleanable artificial leather covered, high density foam mattress with its pillow. - Backrest adjustment by mechanical system between 0-48 degrees. - Owing to foldable foot, examination couch is able to be preserved and carried with very little volumes. - Epoxy painted steel construction is resistant to corrosion. TECHNICAL SPECIFICATIONS - Width: 59 cm - Length: 189 cm - Height: 66 cm - Backrest Adjustment (max): 48° - Weight: approx. 100 kg - Volume: 0,28 m3	**8**
12	**SCREEN (PARAVAN)** GENERAL SPECIFICATIONS - Three winged screen is adjusted by castors. - The curtain is removable, attachable and washable. - Epoxy painted steel construction is resistant to corrosion. - Screen is able to be used in narrow area, owing to foldable wings system if necessary. TECHNICAL SPECIFICATIONS - Length: 210 cm - Height: 166 cm - Weight: approx. 10,8 kg - Volume: 0,12 m3	**4**
13	**Steam sterilizers autoclave** Fully automatic high-speed pre & post vacuum steam sterilizers autoclave. (25) Litter - chamber is made of stainless steel 316L (conforms to the Pressure Equipment Directive (PED). Built-in dry membrane vacuum pump, Built –in steam generator , Vacuum pump for evacuation of the chamber, Water reservoirs for process and used water retention, LCD 4.5'' screen , Water pump for water circulation, Condenser and collector for condensation and collection of water. Supplied with : RO Reverse-Osmosis system 100G/day , One Stainless Steel Tray Holder	**3**
14	**CENTRIFUGE** SPECIFICATION • Spins 3ml-15ml test tubes at 5000 rpm • Minimum 16 tubes • Easy cleanout bowl • 0 - 5000 RPM • Digital programmable control and readout • Variable speed and time settings • Lid safety lock	**2**

	• high g-forces for fast separation • 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 • Programmable time and speed • Rubber feet to prevent slipping • POWER REQUIRMENTS :220v ,50 Hz	
15	**SPECTROPHOTOMETER- VISIBLE ;** SPECIFICATIONS Purpose: used in the quantitative determination of solution Heavy duty and compatible design -Micro processor based, grating type double or single beam Spectrophotometer with built in data logging in. -The unit should have self diagnostics compartment with built-in 16 mm test-tube holder and can accept round and square tubes . Wavelength Range: 400 - 800 nm Spectral Bandwidth: 5nm Wavelength Accuracy: ±2 nm Lamp type: Quartz halogen or tungsten lamp. Wavelength resolution: 0.1 nm Photometric Range :Absorbance (-2.5 to 2.5)Abs &%transmittance 1 to 200%T Photometric linearity: <1% for A< 2.000 in the range 340 to 900nm Photometric Accuracy (in the range 200 to 1000nm): 0.003 A for A <0.600,0.5% of the reading for 0.600 <A< 2.000 Automatic cell reorganization facility Methods and profiles: ≥100 user defined methods, 20 Profiles each for kinetics and spectra Detector: Silicon photodiode Output :LCD display with capability to interface with any PC. Power line : 220-240VAC,50-60Hz The unit shall be capable of being stored continuously in ambient temperature of 0-60deg C and relative humidity of 15-90% The unit shall be capable of operating in ambient temperature of 10-40 deg C and relative humidity of 80% Interfaces: dual USB connection, 1 RS232 for Data transfer to PC and Printer anddata transfer from PC -self test and auto calibration modes	**2**

16	**Water bath** specifications - Applications: sample thawing, bacteriological examinations, warming reagents, coliform determinations and microbiological assays -Heavy duty and compatible design -Material: seamless stainless steel -External: stainless steel, powder coated -Temperature range: 1ºC above ambient to 100ºC -On off switch and display by thermometer graded for temperature -Accuracy: 0.2ºC -Temperature preset buttons -Circulation Pump to mix water -Microprocessor controlled - Heater: 1000- 1400 watts -Safety Device for overheating protection -Bath Volume: 20 liters -With stainless steel gabled cover -The exterior should remain cool, glass wool insulator -Alarm indicator for overheat limits, low water cutoff - Power Requirements 220-240 V, 50/60 Hz)	**2**
17	**Laboratory light Microscope** Supply and Install binocular microscope with ball-bearing 5 position objective revolver,the low position coaxial coarse and fine focusing system head ,binocular eyepiece,WF10x objectives 4x 10x 40x 100x oil,mechanical stage withceramic-coatedstage surface and specimen holder and selectable stage driveright or left,<Objectives Magnification:Tension adjustment : Coaxial Achromatic, plan achromatic, phase contrast, condenser for bright field dark field and phase contrast ph 1,2,3 ,N.A. 1.25 illuminator : 6 V, 30 W halogen lamp (light blue without heat) with replace- able socket, external power supply .	**3**
18	**Water destillation appliance** Water distillation4Lts/hr distillation speed , made of stainless steel and two stainless steel (tanks and condencer)	**3**
19	**Hematocrit Centrifuge** Hematocrit centrifuge PCV centrifuge) for 24 capillary , digital control regulared speed 12000 rpm max. with fixed setting , 230V/50Hz ,24 (75 mm capillary) ,0 to ≥60 with increment ≤ 1min ,BRUSHLESS motor ,LID INTERLOCK, :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. The cost includes providing reagents for 10,000 tests	**2**
20	**Mixer** –rotating wave shaker to be used with bottles or closed containers. 5 rollers gives 4 usable places. 25 rpm shaking speed	**3**

21	**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, 50/60 Hz Over current & over heated protection circuit Three Pin UK type Plug Voltage corrector/stabilizer circuit of (Input 160-260 V and output 220-240 V and 50 Hz) Other specification on/off rocker switch with indicator Adjustable wire mesh nickel plated trays/aluminum trays Digital indicator cum controller The gap between the two walls filled with glass wool insulation Easy-to-clean interior Forced air circulation by quiet air turbine/Fan to ensure uniform temperature Fitted with load indicator and safety thermostat take over indicator lamp. LCD/LED Indicator Output available for data acquisition 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 operating continuously in ambient temperature of 0 ~ 50° C and relative humidity of 15-90%	**1**

22	**HAEMOGLOBIN METER** SPECIFICATIONS PURPOSE: For haemoglobin estimation Heavy duty and compatible design Light source: LED, adjusted to specified wavelength, bandwidth: ± 2nm Detector: Silicone photodiode other should be specified Measuring: Transmission/Absorption Photometric accuracy: ± 0.002 Cuvette types: should accept different type of cuvettes Data: 1000 or more determinations including date and time Display: hemoglobin level in g/dl or g/l, date and time Measuring range: 0 - 30g/dl Hb Dilution ratio: should be stated Light source : Bright Intensity LED, or better Sample volume: minimum sample volume should be stated Calibration: yes Quality control: yes, with control cuvette Sample material :Venus ,arterial or capillary Ambient temperature :0-50 C for working ,0-70 C for storage Open system : Yes Power supply: 220V,50Hz Sample compartment: should be prepared for the use with cuvettes, integrated cover for the protection of the sample compartment against ambient light and dirt	**3**
23	**Portable Ultrasound with color doppler. With two probes (convex, liner , thermal printer , UBS).**	**2**
24	**Conventional X - Ray Machine** digital x - ray , 500mA ,simple bucky , chest stand, consisting of : X-ray High Voltage Generator, 50kW, Maximum inverter frequency: 50kHz - Radiographic kV range : 40 - 150kV at 1kV step, Radiographic mA range: 10 - 500mA, Radiographic mAs range: 0.5 - 500mAs, APR : Max. 245 programs Floor-mounted tube support : Floor-to-wall/ceiling tube mount, Longitudinal movement: 2500mm , Transverse movement: 250mm , Vertical X-ray tube stroke, 400-1950mm, X-ray tube rotation on horizontal axis, +-180deg Collimator, Multi-leaf collimator X-ray tube, 200kHU High-speed X-ray tube, Focal spot: 0.6/1.2mm, Built-in High-speed starter High tension cable, 14mt Elevating bucky table, Loading capacity: 200kg (440lbs), Table top longitudinal slide: 1100mm, Table top transverse slide: 250mm, Table top lifting: 535 - 850mm, Table top size: 2200x810mm, Cassette: 6.5"x8.5", to 14"x17" vertical &horizontal, Grid: 40lines/cm, 12:1 Wall bucky stand	**1**
25	**X-Ray film processor** The transport system accepts film sizes from a minimum 8" x 10" up to and including 14" x 17" .up to200 film /hour, 90 second leading edge transport time , medical x-ray prossessor stand , two replasment tanks 25L , (MXP-2000) carestream or equivelent specification	**1**

26	**X-Ray Film Viewer** Type: Optional (Single, Double, Triple, Quadruple) 1. Light adjustable 2.Energy saving control 3.Lower power consumption 4.Elegant frame and compatible design 5.Self-induction medical film viewer 6.Adopt LED backlight and high frequency inverted technology, no flash or fake film. 7. Exquisite profile, 45mm thickness, hangs to the wall or lay on the table, save space. 8. Anti-ultraviolet ray, never fade in color, light is tender and protective to eyes. 9. ≥10,000lux luminosity, ≥ 90% uniformity, shows the film crystal clear. 10. With ≥ 10 digital grades to adjust brightness (300-4500cd/m2) or more. 11. Adopt rare earth Al alloy, transmutation-resistant, high weather ability. 12. Be suit for clinic to observe CT, MRI, X-Ray film or for photographers. 13. Each section works independently, adjustable brightness. 14. Use CE approved adaptor. 15.Types: 1 section, 2 sections, 3 sections, 4 sections 16.Visual sizes (cm): ≥[30×40for Single, 60×40 for Double, 90×40for Triple ,Optional (120×40 or 60×80) for Quadruple] 17.Frame sizes(mm): ≥ [500×530 for Single, 850×530 for Double, 1200×530 for Triple, (1570×530 or 850×1060) for Quadruple] 18. Heavy duty. Application: It is suit for clinic to observe (CT Scanner, MRI, X-Ray) film. *Power supply : - Medical Approved power supply boards Line voltage : - 220/240 VAC , 50/60 Hz single phase, Three pin type plugs Voltage stabilizer : YES (170-260 VAC to 220 /240 VAC stabilizing boards or Devices	**2**
27	**Dental chair (computerized system) or (pneumatic)**with : dental chair, treatment unit, water unit with (Vacuum system) dry (suction dry line have a container and connect to the main drain of the chair suction dry line connect to out door, automatic separator , assistant unit and instrument tray) contains: Distilled water container ,Two (solid Titanium body) air turbines with adapters with fiber optic light ,push button ,Micromotor with (Titanium angle & straight hand piece) with fiber optic light ,push button , Ultrasound scalar with fiber optic light , Two triple syringe, Light cure & projector unit LED with sensor switch , Suction with metal cabinet. unit complete (Durr Dent or Cattani) and saliva ejector Instrument tray with arm., Dentist chair & assistant chair. All air, water, suction, drain piping and fitting , connection , filtering ,main water , special filter, all wiring and connection electrical , rotor Turbine (10) ,angle head complete with rotor &shaft(10) , extra LED light for projector (2 psc) & LED light cure(2 psc),with all accessories Sirona c8 or Belmont ClestaII / Adec or Planmeca or equivalent specifications Oilless compressor(Durr Dent ,jun- air,or Cattani)Air Drier system.with Compressor metal cabinet	**2**
28	**Amalgamator Capsule unit** , protection cover , Electronically controlled display , permanent memory , compact design Degussa ,W&H ,or equivalent specifications	**1**

29	**Dental x- ray film processor** can be used in manual mode for quick chair -side developeing , full automatic on and off operation , holds up to 3 film holders at one time, auto "power- on, power -down'drier fan>	**1**
30	**Dental x-ray unit** Classification: Electromedical, Class I, Type B Power supply: 220V±10%,50Hz ,1kVA Tube voltage: 60KVp Tube current: 8mA Focus size: 1.5mm Total filtration: 2.5mmAL Exposure time: 0.2 to 4 sec Leak radiation: Outside one meter≤0.002mGy/h (National standard: 0.25 mGy/h) Total weight: 35kg	**1**
31	**Medical Pharmaceutical Refrigerator (530 Litter (+ 2 + 15 c))** Specifications: Stainless steel internal fitting with open wire shelves and mix-up possibility shelves -drawers LED internal lighting forced -air refrigation automatic defrost with evaporation of condensate water Micro-processor operation Digital display Temprature indication F/C TFT grafical color display Back up battery with automatic recharge-Capactive buttons-Programmable keyboard locking protection ON/OF switch password protection -Chart of temp.trend on display Alarms: Programmable high/low temperature- Programmable door ajar Power failure -Anti freezing evaporator - Sensor failure- Condenser failure-Battery discharge Defrost time out- Programmable acoustic internal ventilation adjustment-Automatic defrost-manual defrost-Manual defrost activation facilities Defrost interval -Alarm log memory-Door opening log memory-50 days-Pt 1000 sensor Temprature calibration facilities USB port	**3**

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]*

Incoterm	DAP, Al-Aqsa, Al-Qadsia and Al-Jazair PHCC in East Mosul, Iraq and as specified in distribution plan mentioned in 3a
Exact Address of Delivery:	Al-Aqsa, Al-Qadsia and Al-Jazair PHCC in East Mosul, Iraq and as specified in distribution plan mentioned in 3a
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 PHCC team.
Commissioning	Required As per the specifications and technical sheet
Technical Support Requirements	Required As per the specifications and technical sheet
Payment Terms	☒ 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	☒ Warranty on Parts and Labor for minimum period of 1 year ☒ Technical Support ☒ Maintenance period -including required spare parts- should not be less than 2 years. ☒ 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. ☒ 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	☒ English; and/or ☒ Arabic

Section 4: Bid Submission Form[1]
(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 **ITB-085/18 Supply of Medical Equipment for Al-Aqsa, Al-Qadsia and Al-Jazair PHCC in East Mosul, Iraq** 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: _____

[1] *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.*

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

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

5a. Bidder Information Form[2]

Date: *[insert date (as day, month and year] of Bid Submission*]
ITB No.: *[insert number of bidding process]*

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1. Bidder's Legal Name *[insert Bidder's legal name]*		
2. In case of Joint Venture (JV), legal name of each party: *[insert legal name of each party in JV]*		
3. Actual or intended Country/ies of Registration/Operation: *[insert actual or intended Country of Registration]*		
4. Year of Registration in its Location: *[insert Bidder's year of registration]*		
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:*[insert Bidder's legal address in country of registration]*		
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: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*		
12. Are you in the UNPD List 1267.1989 or UN Ineligibility List? ☐ YES or ☐ NO		
13. Attached are copies of original documents of: ☐ All eligibility document requirements listed in the Data Sheet ☐ 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 ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

[2] *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)

☐ No litigation history for the last 3 years

☐ 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

☐ Contract non-performance did not occur for the last 3 years

☐ 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.	☐	☐
Maintenance period -including required spare parts- should not be less than 2 years.	☐	☐
On-job training on the medical and laboratory equipment supplied.	☐	☐
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.	☐	☐
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.	☐	☐
Year of manufacture should exceed two years from the date of supplying	☐	☐

Joint Venture Partner Information Form (if Registered)[3]

Date: *[insert date (as day, month and year) of Bid Submission*]
ITB No.: *[insert number of bidding process]*

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<table>
<tr><td colspan="3">1. Bidder's Legal Name: [insert Bidder's legal name]</td></tr>
<tr><td colspan="3">2. JV's Party legal name: [insert JV's Party legal name]</td></tr>
<tr><td colspan="3">3. JV's Party Country of Registration: [insert JV's Party country of registration]</td></tr>
<tr><td colspan="3">4. Share (%)
a) Lead Partner:
b) JV Partner:</td></tr>
<tr><td colspan="3">5. Year of Registration: [insert Party's year of registration]</td></tr>
<tr><td>6. Countries of Operation</td><td>7. No. of staff in each Country</td><td>8.Years of Operation in each Country</td></tr>
<tr><td colspan="3">8. Legal Address/es in Country/ies of Registration/Operation: [insert Party's legal address in country of registration]</td></tr>
<tr><td colspan="3">9. Latest Credit Rating (if any): Click here to enter text.</td></tr>
<tr><td colspan="3">10. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.</td></tr>
<tr><td colspan="3">11. JV's Party Authorized Representative Information

Name: [insert name of JV's Party authorized representative]
Address: [insert address of JV's Party authorized representative]
Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative]
Email Address: [insert email address of JV's Party authorized representative]</td></tr>
<tr><td colspan="3">12. Attached are copies of original documents of: [check the box(es) of the attached original documents]

☐ All eligibility document requirements listed in the Data Sheet
☐ Articles of Incorporation or Registration of firm named in 2.
☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.</td></tr>
</table>

[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.*

Section 6: Contents of Technical Bid

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

	Item Specifications	Total Quantity	Specifications offered
1	**ECG (electrocardiogram)** Power supply voltage**:** - Medical Approved power supply board - 220/240 VAC , 50/60 Hz. Voltage stabilizer: - Optional, if YES (180-250 VAC to 220 /240 VAC stabilizing board or device. Rechargeable batteries: Optional, if YES (the equipment should work properly and normally with or without the batteries i.e. if the battery removed or damaged .The charging board or transformer should be responsible only for charging the batteries i.e. the equipment should work properly and normally if the charging board is damaged or removed. UPS: -Optional Display : > 12" Color LCD (Actual size" display with grid lines — waveforms on the display are the same size as waveforms on the printout). Leads: > 12 Lead Data & Memory: Data & Memory - Large memory capacity: approximately 400 patients x 10 seconds of 12 lead ECG wave and patient information. - Approximately 2,500 patient's data can be stored. - Capability of Data transfer to PC (i.e. by LAN, or wireless LAN with optional interface....etc). - ECG Data can be reviewed and managed on a Windows® PC with optional ECG Viewer software Printer: Printer Thermal or Laser with standard paper (type &size) quantity enough for at least 5000 exam , Other specifications: - On-screen comparison of average waveforms of 5 different exams. - Adult and pediatric analysis capability - Waveform preview - > 3 channel or multichannel ECG. - AC/DC and battery full operating system. - Specifying accuracy and digital filter performance. - AC filters 50HZ. - (Lead fail - high HR Beat -low battery) ,alarms: audio or lights. - Optional Filters(i.e. EMG filter)	2	**ECG (electrocardiogram)** Power supply voltage**:** Voltage stabilizer: Rechargeable batteries: UPS: -Optional Display: Leads: Data & Memory: Printer: Other specifications:
2	**Sphygmomanometer Mercury** 1.With Aluminum Cover 2.Measure scope: 0-300mmHg 3.Accuracy: +/-3mmHg 4.Sub-division: 2mmHg	8	**Sphygmomanometer Mercury** 1. 2. 3.

3	**STETHOSCOPES:** - Double cup, dual-use (adult and pediatric auscultation) chest piece in stainless steel or chrome plated brass. - Adult diaphragm 43-47mm; pediatric diaphragm 28-36mm. - Y tube treated rubber or PVC with 8-11mm diameter. - Arms: stainless steel, or chrome brass - Removable plastic ear-pieces. - Spare parts: includes: • Pair of comfortable firm ear piece: 1/Each • Diaphragm: 1/Each	**6**	**STETHOSCOPES:** - - - - Arms: - - Spare parts: includes: • • Diaphragm:
4	**Glucometer/blood glucose meter** Measurement range 0.6 to 33.3 mmol/L. With alarm clock function, memory for 500 tests with 7/14/30-day average function and infra-red PC data transfer capability. The cost includes 10 test strips, 2 control solutions, Multiclix single-patient lancet device, 12 lancets and storage/carrying case	**2**	**Glucometer/blood glucose meter**

5	**Otoscope and Ophthalmoscope set** **GENERAL SPECIFICATIONS:** - Otoscope and Ophthalmoscope Instrument Set (One set) - Storage case that holds all items - 1 or 2 handles powered by 2 alkaline AA batteries - Battery life: at least 5 hours of use on full charge or fresh batteries - Handle(s) with on/off switch - Capable of being stored continuously in ambient temperature of 0 to 50 C° and relative humidity of 15 to 90%. -Capable of operating continuously in ambient temperature of 10 to 50 C° and relative humidity of 15 to 90%**.** **TECHNICAL SPECIFCATIONS:** **Ophthalmoscope:** - Range of lenses not smaller than -20D to +20D with steps not greater than 1D. - Anti-reflection lens. - Magnification 12-16x - Apertures: small, large and semi-circle, fixation star. - Variable light adjustment - Light source: white LED bulb or 2.5v Xenon - Light intensity: 8,000-12,000 lux - Color temperature: Cool white in the range 3100-5500K - Dust free sealed optics and aspherical optical system - Red-free, blue, green, and polarization filters. - Scratch-resistant lens; glass (preferred) or plastic - Liquid splash resistant **Otoscope:** - Optical lens with adjustable magnification 2.5-3x - Color temperature range 3100-5500K - Light intensity: 8,000-12,000 lux - Variable light adjustment - Light source: white LED bulb or 2.5v Xenon - Light intensity: 8,000-12,000 lux - Specula should be reusable and cleanable - Port for an insufflation bulb - Scratch-resistant lens; glass (preferred) or plastic - Liquid splash resistant	**3**	**Otoscope and Ophthalmoscope set** **GENERAL SPECIFICATIONS:** - - **TECHNICAL SPECIFCATIONS:** **Ophthalmoscope:** - - Apertures: - - Light source: - Light intensity: - Color temperature: - **Otoscope:** -

6	**Nebulizers** Application:used to produce medicated aerosols for inhalation by pediatric & adult patients with respiratory symptoms. Heavy duty & compatible design. Type: portable. Configuration: jet (pneumatic). Compressor pressure range (psi): (0~40). Compressor flow range (L/min): (0~14) Particle size (microns): (0.5~5). Method of nebulization: piston driven. Nebulizer capacity (ml): ≥5. Accessories: • 1 mouth piece. • 1 tube,2 tube spare (tubes should be made from flexible plastic materials and transpoarent and easy cleaning). • 1 T-adaptor. • 1 reservoir tube. • 1 reusable nebulizer (single patient use only). • 1 pediatric mask & 1 adult mask. • 3 filter. • Spare funnel for medical solutions. • Carrying case. • Venturimask for adult & child. • MC mask for adult & child. Input power: 220/240 VAC, 50/60 Hz single phase.Three Pin G type Plug, Voltage stabilizing and over current protection circuit. The device can be operated electrically by rechargeable battery or built in charger. UPS: smart, 1600 KVA. Environmental requirements: 3- The unit shall be capable of being stored continuously in ambient temperature of (0-60deg C) and relative humidity of (15-90%). The unit shall be capable of operating continuously in ambient temperature of (10-40 deg C) and relative humidity of (15-90%).	**5**	**Nebulizers** Application: Type: Configuration: Compressor pressure range (psi): Compressor flow range (L/min): Particle size (microns): Method of nebulization: Nebulizer capacity (ml): Accessories: • • • Input power: UPS: smart, 1600 KVA. Environmental requirements:
7	**Sucker device** **Power supply** : Medical Approved power supply board 220/240 VAC , 50/60 Hz **Line voltage** : Optional ,if YES (180-250 VAC to 220 /240 VAC stabilizing board or device **Voltage stabilizer** : YES (the equipment should work properly and normally with or without the batteries i.e. if the battery removed or damaged **Rechargeable Batteries:** The charging board or transformer should be responsible only for charging the batteries i.e. the equipment should work properly and normally if the charging board is damaged or removed **UPS**: suitable rating with voltage regulation and spike protection for ≥ 6 hours back up **Therapy Delivery:** Modes: Continuous or Intermittent Intensity Settings: Low, Medium, High Pressure Settings:-25 mmHg through – 200 mmHg (-3.3 kPa to -26.6 kPa)	**3**	**Sucker device** **Power supply** : **Line voltage** : **Voltage stabilizer** : **Rechargeable Batteries:** **UPS**: **Therapy Delivery:** Modes: Settings: Storage and Environmental Conditions: Operational Temperature Range: Humidity Range: Barometric Pressure Range:

	Storage and Environmental Conditions: Storage Temperature Range: -10° C to +70° C Operational Temperature Range: +0° C to +45° C Relative Humidity Range: 10% to 85% non-condensing Barometric Pressure Range: 700 hPa to 1060 hPa **Canister Volume:** 500 mL and 1,000 mL **Other specification:** - Continuous Operation - Equipment not suitable for use in the presence of a flammable anesthetic mixture with air, oxygen or nitrous oxide - Digital wound image feature allows healthcare professionals to measure and calculate wound area and volume, which helps wound progress assessment - Simple. Clinicians will appreciate new IV pole and bedside positioning capabilities and easier, single-hand canister removal - Compatible. Includes a USB port and memory card slot for convenient data download - Instant Feedback. Audio and visual cues are delivered in real-time, allowing easier location of dressing leaks **V.A.C. Therapy Canisters:** Charcoal filters help reduce odor Hydrophobic construction prevents leaks Available gel packs help solidify wound exudate **Accessories:** 500 ml, 1,000 ml InfoV.A.C. Canister with Gel and without Gel 1 canister with tubing, clamp and connector for each 500 ml capacity, 1,000 ml capacity for each Case for each V.A.C. Therapy Accessories V.A.C. Drape 1 adhesive drape (30.5 x 26 cm) V.A.C. Extra-Large Drape 1 adhesive drape (66 x 84 cm) Sensa Pad 1 SensaT.R.A.C.™ Pad with tubing, clamp and connector Y-Connector 1 Y-connector to connect two or more dressings Tubing Cap Cap to secure end of canister tubing when not in use Case for each		**Canister Volume:** **Other specification:** - **V.A.C. Therapy Canisters:** **Accessories:**
8	**INSTRUMENT TROLLEY** GENERAL SPECIFICATIONS - Stainless steel - Heavy duty - Two roofs - Provided with trolleys	**7**	**INSTRUMENT TROLLEY** GENERAL SPECIFICATIONS -
9	**Infusion stand mobile w 2 prongs**	**6**	**Infusion stand mobile w 2 prongs**
10	**O2 flow meter & humidifier**	**6**	**O2 flow meter & humidifier**

11	**EXAMINATION COUCH :** GENERAL SPECIFICATIONS - Antibacterial and cleanable artificial leather covered, high density foam mattress with its pillow. - Backrest adjustment by mechanical system between 0-48 degrees. - Owing to foldable foot, examination couch is able to be preserved and carried with very little volumes. - Epoxy painted steel construction is resistant to corrosion. TECHNICAL SPECIFICATIONS - Width: 59 cm - Length: 189 cm - Height: 66 cm - Backrest Adjustment (max): 48° - Weight: approx. 100 kg - Volume: 0,28 m3	**8**	**EXAMINATION COUCH :** GENERAL SPECIFICATIONS - TECHNICAL SPECIFICATIONS -
12	**SCREEN (PARAVAN)** GENERAL SPECIFICATIONS - Three winged screen is adjusted by castors. - The curtain is removable, attachable and washable. - Epoxy painted steel construction is resistant to corrosion. - Screen is able to be used in narrow area, owing to foldable wings system if necessary. TECHNICAL SPECIFICATIONS - Length: 210 cm - Height: 166 cm - Weight: approx. 10,8 kg - Volume: 0,12 m3	**4**	**SCREEN (PARAVAN)** GENERAL SPECIFICATIONS - TECHNICAL SPECIFICATIONS -
13	**Steam sterilizers autoclave** Fully automatic high-speed pre & post vacuum steam sterilizers autoclave . (25)Litter - chamber is made of stainless steel 316L (conforms to the Pressure Equipment Directive (PED). Built-in dry membrane vacuum pump, Built –in steam generator , Vacuum pump for evacuation of the chamber, Water reservoirs for process and used water retention, LCD 4.5'' screen , Water pump for water circulation, Condenser and collector for condensation and collection of water. Supplied with : RO Reverse-Osmosis system 100G/day , One Stainless Steel Tray Holder	**3**	**Steam sterilizers autoclave**

14	**CENTRIFUGE** SPECIFICATION • Spins 3ml-15ml test tubes at 5000 rpm • Minimum 16 tubes • Easy cleanout bowl • 0 - 5000 RPM • Digital programmable control and readout • Variable speed and time settings • Lid safety lock • high g-forces for fast separation • 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 • Programmable time and speed • Rubber feet to prevent slipping • POWER REQUIRMENTS :220v ,50 Hz	**2**	**CENTRIFUGE** SPECIFICATION •
15	**SPECTROPHOTOMETER- VISIBLE ;** SPECIFICATIONS Purpose: used in the quantitative determination of solution Heavy duty and compatible design -Micro processor based, grating type double or single beam Spectrophotometer with built in data logging in. -The unit should have self diagnostics compartment with built-in 16 mm test-tube holder and can accept round and square tubes . Wavelength Range: 400 - 800 nm Spectral Bandwidth: 5nm Wavelength Accuracy: ±2 nm Lamp type: Quartz halogen or tungsten lamp. Wavelength resolution: 0.1 nm Photometric Range :Absorbance (-2.5 to 2.5)Abs &%transmittance 1 to 200%T Photometric linearity: <1% for A< 2.000 in the range 340 to 900nm Photometric Accuracy (in the range 200 to 1000nm): 0.003 A for A <0.600,0.5% of the reading for 0.600 <A< 2.000 Automatic cell reorganization facility Methods and profiles: ≥100 user defined methods, 20 Profiles each for kinetics and spectra Detector: Silicon photodiode Output :LCD display with capability to interface with any PC. Power line : 220-240VAC,50-60Hz The unit shall be capable of being stored continuously in ambient temperature of 0-60deg C and relative humidity of 15-90% The unit shall be capable of operating in ambient temperature of 10-40 deg C and relative humidity of 80% Interfaces: dual USB connection, 1 RS232 for Data transfer to PC and Printer anddata transfer from PC -self test and auto calibration modes	**2**	**SPECTROPHOTOMETER- VISIBLE ;** SPECIFICATIONS Purpose: Wavelength Range: Spectral Bandwidth: Wavelength Accuracy: Lamp type: Wavelength resolution: Photometric Range : Photometric linearity: Photometric Accuracy (in the range 200 to 1000nm): Methods and profiles: Detector: Output : Power line :

16	**Water bath** specifications - Applications: sample thawing, bacteriological examinations, warming reagents, coliform determinations and microbiological assays -Heavy duty and compatible design -Material: seamless stainless steel -External: stainless steel, powder coated -Temperature range: 1ºC above ambient to 100ºC -On off switch and display by thermometer graded for temperature -Accuracy: 0.2ºC -Temperature preset buttons -Circulation Pump to mix water -Microprocessor controlled - Heater: 1000- 1400 watts -Safety Device for overheating protection -Bath Volume: 20 liters -With stainless steel gabled cover -The exterior should remain cool, glass wool insulator -Alarm indicator for overheat limits, low water cutoff - Power Requirements 220-240 V, 50/60 Hz)	**2**	**Water bath** specifications - Applications: -Material: -External: -Temperature range: - -Accuracy: - - Heater: - -Bath Volume: -
17	**Laboratory light Microscope** Supply and Install binocular microscope with ball-bearing 5 position objective revolver,the low position coaxial coarse and fine focusing system head ,binocular eyepiece,WF10x objectives 4x 10x 40x 100x oil,mechanical stage withceramic-coatedstage surface and specimen holder and selectable stage driveright or left,<Objectives Magnification:Tension adjustment : Coaxial Achromatic, plan achromatic, phase contrast, condenser for bright field dark field and phase contrast ph 1,2,3 ,N.A. 1.25 illuminator : 6 V, 30 W halogen lamp (light blue without heat) with replace- able socket, external power supply .	**3**	**Laboratory light Microscope** Magnification: Tension adjustment :
18	**Water destillation appliance** Water distillation4Lts/hr distillation speed , made of stainless steel and two stainless steel (tanks and condencer)	**3**	**Water destillation appliance**
19	**Hematocrit Centrifuge** Hematocrit centrifuge PCV centrifuge) for 24 capillary , digital control regulared speed 12000 rpm max. with fixed setting , 230V/50Hz ,24 (75 mm capillary) ,0 to ≥60 with increment ≤ 1min ,BRUSHLESS motor ,LID INTERLOCK, :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. The cost includes providing reagents for 10,000 tests	**2**	**Hematocrit Centrifuge**

20	**Mixer –**rotating wave shaker to be used with bottles or closed containers. 5 rollers gives 4 usable places. 25 rpm shaking speed	**3**	**Mixer –**
21	**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, 50/60 Hz Over current & over heated protection circuit Three Pin UK type Plug Voltage corrector/stabilizer circuit of (Input 160-260 V and output 220-240 V and 50 Hz) Other specification on/off rocker switch with indicator Adjustable wire mesh nickel plated trays/aluminum trays Digital indicator cum controller The gap between the two walls filled with glass wool insulation Easy-to-clean interior Forced air circulation by quiet air turbine/Fan to ensure uniform temperature Fitted with load indicator and safety thermostat take over indicator lamp. LCD/LED Indicator Output available for data acquisition 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 operating continuously in ambient temperature of 0 ~ 50° C and relative humidity of 15-90%	**1**	**Elecetrecal oven up to 200 C** Temperature range: Temperature control: Inside material: Outside material : Capacity : Safety Alarm : Air circulating fan Digital timer Power supply Over current & over heated protection circuit: Other specification

22	**HAEMOGLOBIN METER** SPECIFICATIONS PURPOSE: For haemoglobin estimation Heavy duty and compatible design Light source: LED, adjusted to specified wavelength, bandwidth: ± 2nm Detector: Silicone photodiode other should be specified Measuring: Transmission/Absorption Photometric accuracy: ± 0.002 Cuvette types: should accept different type of cuvettes Data: 1000 or more determinations including date and time Display: hemoglobin level in g/dl or g/l, date and time Measuring range: 0 - 30g/dl Hb Dilution ratio: should be stated Light source : Bright Intensity LED, or better Sample volume: minimum sample volume should be stated Calibration: yes Quality control: yes, with control cuvette Sample material :Venus ,arterial or capillary Ambient temperature :0-50 C for working ,0-70 C for storage Open system : Yes Power supply: 220V,50Hz Sample compartment: should be prepared for the use with cuvettes, integrated cover for the protection of the sample compartment against ambient light and dirt	**3**	**HAEMOGLOBIN METER** SPECIFICATIONS PURPOSE: Light source: Detector: Measuring: Photometric accuracy: Cuvette types: Display: Dilution ratio: Light source : Sample volume: Calibration: Quality control: Sample material : Ambient temperature : Open system : Power supply: Sample compartment:
23	**Portable Ultrasound with color doppler. With two probes (convex, liner , thermal printer , UBS).**	**2**	**Portable Ultrasound with color doppler. With two probes (convex, liner , thermal printer , UBS).**

24	**Conventional X - Ray Machine** digital x - ray , 500mA ,simple bucky , chest stand, consisting of : X-ray High Voltage Generator, 50kW, Maximum inverter frequency: 50kHz - Radiographic kV range : 40 - 150kV at 1kV step, Radiographic mA range: 10 - 500mA, Radiographic mAs range: 0.5 - 500mAs, APR : Max. 245 programs Floor-mounted tube support : Floor-to-wall/ceiling tube mount, Longitudinal movement: 2500mm , Transverse movement: 250mm , Vertical X-ray tube stroke, 400-1950mm, X-ray tube rotation on horizontal axis, +-180deg Collimator, Multi-leaf collimator X-ray tube, 200kHU High-speed X-ray tube, Focal spot: 0.6/1.2mm, Built-in High-speed starter High tension cable, 14mt Elevating bucky table, Loading capacity: 200kg (440lbs), Table top longitudinal slide: 1100mm, Table top transverse slide: 250mm, Table top lifting: 535 - 850mm, Table top size: 2200x810mm, Cassette: 6.5"x8.5", to 14"x17" vertical &horizontal, Grid: 40lines/cm, 12:1 Wall bucky stand	**1**	**Conventional X - Ray Machine** digital x - ray , 500mA ,simple bucky , chest stand, consisting of : Maximum inverter frequency: - Radiographic kV range : Radiographic mA range: Radiographic mAs range: APR : Floor-mounted tube support : Longitudinal movement: Transverse movement: X-ray tube : Focal spot: Loading capacity: Table top longitudinal slide: transverse slide: Table top lifting: Table top size: Cassette: Grid:
25	**X-Ray film processor** The transport system accepts film sizes from a minimum 8" x 10" up to and including 14" x 17" .up to200 film /hour, 90 second leading edge transport time , medical x-ray prossessor stand , two replasment tanks 25L , (MXP-2000) carestream or equivelent specification	**1**	**X-Ray film processor**

26	**X-Ray Film Viewer** Type: Optional (Single, Double, Triple, Quadruple) 1. Light adjustable 2.Energy saving control 3.Lower power consumption 4.Elegant frame and compatible design 5.Self-induction medical film viewer 6.Adopt LED backlight and high frequency inverted technology, no flash or fake film. 7. Exquisite profile, 45mm thickness, hangs to the wall or lay on the table, save space. 8. Anti-ultraviolet ray, never fade in color, light is tender and protective to eyes. 9. ≥10,000lux luminosity, ≥ 90% uniformity, shows the film crystal clear. 10. With ≥ 10 digital grades to adjust brightness (300-4500cd/m2) or more. 11. Adopt rare earth Al alloy, transmutation-resistant, high weather ability. 12. Be suit for clinic to observe CT, MRI, X-Ray film or for photographers. 13. Each section works independently, adjustable brightness. 14. Use CE approved adaptor. 15.Types: 1 section, 2 sections, 3 sections, 4 sections 16.Visual sizes (cm): ≥[30×40for Single, 60×40 for Double, 90×40for Triple ,Optional (120×40 or 60×80) for Quadruple] 17.Frame sizes(mm): ≥ [500×530 for Single, 850×530 for Double, 1200×530 for Triple, (1570×530 or 850×1060) for Quadruple] 18. Heavy duty. Application: It is suit for clinic to observe (CT Scanner, MRI, X-Ray) film. *Power supply : - Medical Approved power supply boards Line voltage : - 220/240 VAC , 50/60 Hz single phase, Three pin type plugs Voltage stabilizer : YES (170-260 VAC to 220 /240 VAC stabilizing boards or Devices	**2**	**X-Ray Film Viewer** Type: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15.Types: 16.Visual sizes (cm): 17.Frame sizes(mm): 18. Application: *Power supply : - Line voltage : - Voltage stabilizer :

27	**Dental chair** (computerized system) or (pneumatic)with : dental chair, treatment unit, water unit with (Vacuum system) dry (suction dry line have a container and connect to the main drain of the chair suction dry line connect to out door, automatic separator , assistant unit and instrument tray) contains: Distilled water container ,Two (solid Titanium body) air turbines with adapters with fiber optic light ,push button ,Micromotor with (Titanium angle & straight hand piece) with fiber optic light ,push button , Ultrasound scalar with fiber optic light , Two triple syringe, Light cure & projector unit LED with sensor switch , Suction with metal cabinet. unit complete (Durr Dent or Cattani) and saliva ejector Instrument tray with arm., Dentist chair & assistant chair. All air, water, suction, drain piping and fitting , connection , filtering ,main water , special filter, all wiring and connection electrical , rotor Turbine (10) ,angle head complete with rotor &shaft(10) , extra LED light for projector (2 psc) & LED light cure(2 psc),with all accessories Sirona c8 or Belmont ClestaII / Adec or Planmeca or equivalent specifications Oilless compressor(Durr Dent ,jun- air,or Cattani)Air Drier system.with Compressor metal cabinet	**2**	**Dental chair** (computerized system) or (pneumatic)with :
28	**Amalgamator Capsule unit ,** protection cover , Electronically controlled display , permanent memory , compact design Degussa ,W&H ,or equivalent specifications	**1**	**Amalgamator Capsule unit**
29	**Dental x- ray film processor** can be used in manual mode for quick chair -side developeing , full automatic on and off operation , holds up to 3 film holders at one time, auto "power- on, power -down'drier fan>	**1**	**Dental x- ray film processor**
30	**Dental x-ray unit** Classification: Electromedical, Class I, Type B Power supply: 220V±10%,50Hz ,1kVA Tube voltage: 60KVp Tube current: 8mA Focus size: 1.5mm Total filtration: 2.5mmAL Exposure time: 0.2 to 4 sec Leak radiation: Outside one meter≤0.002mGy/h (National standard: 0.25 mGy/h) Total weight: 35kg	**1**	**Dental x-ray unit** Classification: Power supply: Tube voltage: Tube current: Focus size: Total filtration: Exposure time: Leak radiation: (National standard: Total weight:
31	**Medical Pharmaceutical Refrigerator (530 Litter (+ 2 + 15 c))** **Specifications:** Stainless steel internal fitting with open wire shelves and mix-up possibility shelves - drawers LED internal lighting forced -air refrigation automatic defrost with evaporation of condensate water Micro-processor operation Digital display Temprature indication F/C TFT grafical color display Back up battery with automatic recharge-Capactive buttons- Programmable keyboard locking protection	**3**	**Medical Pharmaceutical Refrigerator (530 Litter (+ 2 + 15 c))** **Specifications:**

	ON/OF switch password protection -Chart of temp.trend on display Alarms: Programmable high/low temperature- Programmable door ajar Power failure -Anti freezing evaporator - Sensor failure- Condenser failure-Battery discharge Defrost time out- Programmable acoustic internal ventilation adjustment-Automatic defrost-manual defrost-Manual defrost activation facilities Defrost interval -Alarm log memory-Door opening log memory-50 days-Pt 1000 sensor Temprature calibration facilities USB port		

Section 7: Price Schedule Form[4]

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

LOT-1 Supply of medical equipment's for Al-Aqsa PHCC

SL No.	Item	Al-Aqsa PHCC (Qty)	Unit price	Total
1	ECG (electrocardiogram)	1		
2	Sphygmomanometer Mercury	3		
3	STETHOSCOPES	3		
4	Otoscope and Ophthalmoscope set	1		
5	Nebulizers	1		
6	Sucker device	1		
7	INSTRUMENT TROLLEY	3		
8	Infusion stand mobile w 2 prongs	2		
9	O2 flow meter & humidifier	2		
10	EXAMINATION COUCH	3		
11	SCREEN (PARAVAN)	2		
12	Steam sterilizers autoclave	1		
13	Laboratory light Microscope	1		
14	Water destillation appliance	1		
15	Mixer	1		
16	HAEMOGLOBIN METER	1		
17	Medical Pharmaceutical Refrigerator (530 Litter (+ 2 + 15 c))	1		
18	Transportation cost for Al-Aqsa PHCC location			
Grand Total				

[4] *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.*

LOT-2 Supply of medical equipment's for Al-Qadsia PHCC

SL No.	Item	Al-Qadsia PHCC (Qty)	Unit price	Total
1	ECG (electrocardiogram)	1		
2	Sphygmomanometer Mercury	2		
3	Glucometer/blood glucose meter	1		
4	Otoscope and Ophthalmoscope set	1		
5	Nebulizers	2		
6	Sucker device	1		
7	INSTRUMENT TROLLEY	2		
8	Infusion stand mobile w 2 prongs	2		
9	O2 flow meter & humidifier	2		
10	EXAMINATION COUCH	2		
11	SCREEN (PARAVAN)	2		
12	Steam sterilizers autoclave	1		
13	CENTRIFUGE	1		
14	SPECTROPHOTOMETER- VISIBLE	1		
15	Water bath	1		
16	Laboratory light Microscope	1		
17	Water destillation appliance	1		
18	Hematocrit Centrifuge	1		
19	Mixer	1		
20	Elecetrecal oven up to 200 C	1		
21	HAEMOGLOBIN METER	1		
22	Portable Ultrasound with color doppler. With two probes (convex, liner , thermal printer , UBS)	1		
23	X-Ray Film Viewer	2		
24	Dental chair	1		
25	Amalgamator Capsule unit	1		
26	Dental x- ray film processor	1		
27	Dental x-ray unit	1		
28	Medical Pharmaceutical Refrigerator (530 Litter (+ 2 + 15 c))	1		
29	Transportation cost for Al-Qadsia PHCC location			
Grand Total				

LOT-3 Supply of medical equipment's for Al-Jazair PHCC

SL No.	Item	Al-Jazair PHCC (Qty)	Unit price	Total
1	Sphygmomanometer Mercury	3		
2	STETHOSCOPES	3		
3	Glucometer/blood glucose meter	1		
4	Otoscope and Ophthalmoscope set	1		
5	Nebulizers	2		
6	Sucker device	1		
7	INSTRUMENT TROLLEY	2		
8	Infusion stand mobile w 2 prongs	2		
9	O2 flow meter & humidifier	2		
10	EXAMINATION COUCH	3		
11	Steam sterilizers autoclave	1		
12	CENTRIFUGE	1		
13	SPECTROPHOTOMETER- VISIBLE	1		
14	Water bath	1		
15	Laboratory light Microscope	1		
16	Water destillation appliance	1		
17	Hematocrit Centrifuge	1		
18	Mixer	1		
19	HAEMOGLOBIN METER	1		
20	Portable Ultrasound with color doppler. With two probes (convex, liner , thermal printer , UBS)	1		
21	Conventional X - Ray Machine	1		
22	X-Ray film processor	1		
23	Dental chair	1		
24	Medical Pharmaceutical Refrigerator (530 Litter (+ 2 + 15 c))	1		
25	Transportation cost for Al-Jazair PHCC location			
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** [ ] Request for Quotation [ ] Request for Proposal [ ] Invitation to Bid [ ] direct contracting Number and Date:
3. **Contract Reference (e.g. Contract Award Number)**:
4. **Long Term Agreement**: [Yes] [No] [indicate as appropriate]
5. **Subject Matter of the Contract**: [ ] goods [ ] services [ ] goods *and* 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**: [ ] **below US$50,000 (Services only)** – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply [ ] **below US$50,000 (Goods *or* Goods and Services)** – UNDP General Terms and Conditions for Contracts apply [ ] **equal to or above US$50,000 (Goods *and/or* Services)** – UNDP General Terms and Conditions for Contracts apply
11. **Payment Method:** [ ] fixed price [ ] 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:

Sample

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.

Sample

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:	

Empowered lives.
Resilient nations.

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 Informat*ion to the ext*ent 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.