

# **REQUEST FOR PROPOSAL**

**Ref – GPU-03-2017**

**Long Term Agreement  
For the provision of Medical and Laboratory Equipment and Supplies**

**Procurement Support Unit, UNDP**

Copenhagen, Denmark



**United Nations Development Programme  
March, 2017**

# SECTION 1. LETTER OF INVITATION

Copenhagen, Denmark  
March 10, 2017

## Long-term Agreement for the provision of Medical and Laboratory Equipment and Supplies

Dear Sir or Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal for the provision of Medical and Laboratory Supplies.

This RFP consists of the following documents:

Section 1	Letter of Invitation
Section 2	Instructions to Proposers and Data Sheet
Section 3	Terms of Reference (TOR)
Section 4	Proposal Submission Form
Section 5	Documents Establishing the Eligibility of Proposers
Section 6	Evaluation Process and evaluation criteria
Section 7	Company Profile
Section 8	UNDP General Terms and Conditions for Services
Section 9	UNDP General Terms and Conditions for Goods
Annex 1 (excel format)	Intent to Bid Form
Annex 2 (excel format)	List of Items
Annex 3 (excel format)	Company Profile
Annex 4 (excel format)	Price Schedule
Annex 5 (excel format)	RFQ Template
Annex 6	Historic Data
Annex 7	LTA Template

Your proposal comprised of technical part and financial part shall be submitted separately both in hard and in soft copy. Please refer to Section 2, point 23 and point 19 of the Data Sheet for the detailed instructions.

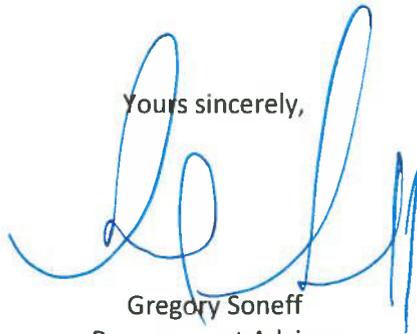
**Submission address:**

**United Nations Development Programme  
Procurement Support Office  
Attn.: Vannara Chea  
Marmorvej 51  
PO BOX 2530  
DK-2100 Copenhagen Ø  
Denmark**

Please confirm your intention to bid in the *Annex 1 – Intent to bid form*, and return it by email to [Rubina.Chowdrey@undp.org](mailto:Rubina.Chowdrey@undp.org) and [Vannara.Chea@undp.org](mailto:Vannara.Chea@undp.org) no later than March 17, 2017.

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

Yours sincerely,



Gregory Soneff  
Procurement Advisor  
Team Lead – Health Procurement  
Procurement Services Unit  
Bureau of Management Services, UNDP

## SECTION 2: INSTRUCTION TO PROPOSERS

### Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the proposer; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other proposers.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

## A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
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/content/dam/undp/documents/about/transparencycdocs/UNDP\\_Anti-fraud\\_Policy\\_English\\_FINAL.pdf](http://www.undp.org/content/dam/undp/documents/about/transparencycdocs/UNDP_Anti-fraud_Policy_English_FINAL.pdf) and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, 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, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; 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, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
  - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have 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 services under this RFP; and
  - 6.2 All other circumstances 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 proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers 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 RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

Proposers are required to complete, sign and submit the documents listed in the **Data Sheet** point 26.

### **10. Clarification of Proposal**

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing by email as indicated in the **Data Sheet** (DS no. 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 Proposers who have provided confirmation of their intention to submit a Proposal.
- 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 Proposals, unless UNDP deems that such an extension is justified and necessary.

## 11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## C. PREPARATION OF PROPOSALS

### 12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal 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 Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer 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 Proposal, 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. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

### 15. Technical Proposal Format and Content

Bidders shall refer to the instructions in **Data Sheet** no. 26 and instructions in the respective annexes. Where response template is provided, bidders must respect the template structure without any alterations. From the submitted Proposal the following must become evident to the UNDP evaluation team:

- 15.1 Expertise of Firm/Organization – response 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 RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

- 15.2 Proposed Methodology, Approach and Implementation Plan – the response should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires 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 proposers are therefore required to submit the following in their proposals:

- 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; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – bidders’ response should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. 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 consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer 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 Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the

following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial Proposal

The Financial Proposal shall be prepared using the attached *Annex 4– Price Schedule*.

The price must be given for **all items** on FCA basis (named location). The price shall be given for the goods ready for export and including all the necessary documentation. Costs related to packing charges and any additional fees for hazardous goods and keep cool charges etc. shall be excluded. Suppliers must maintain prices quoted in this RFP as **ceiling prices**. These prices shall remain valid for the initial term of the LTA – 2 years. On a case by case basis UNDP/PSU will perform check against LTA prices and will ask for justification for any increases. Price adjustments will only be acceptable if fully justified and documented. UNDP may reject the price increases and eliminate the LTA-holder from the bidding for the specific items.

Supplier is invited to propose a discount scheme in the *Annex 4*. Please note, that discount will not be considered in the evaluation process.

Failure to provide all information requested may result in the disqualification of the proposal.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15).

## 18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;

- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; 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 Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

#### **19. Joint Venture, Consortium or Association**

If the Proposer 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 Proposal, they shall confirm in their Proposal 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 Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal 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 proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

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 RFP, both in the Proposal and 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 RFP, 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 RFP.

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

## **20. Alternative Proposals**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals 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 proposal.

## **21. Validity Period**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## **22. Proposer's Conference**

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer'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 RFP 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 RFP.

# **D. SUBMISSION AND OPENING OF PROPOSALS**

## **23. Submission**

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY

SEPARATE and each of them must be submitted and sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. Both envelopes must be sealed in outer envelope, bearing the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 8 and 9.

#### **24. Deadline for Submission of Proposals and Late Proposals**

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

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

#### **25. Withdrawal, Substitution, and Modification of Proposals**

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous

interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, 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 Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **26. Proposal Opening**

UNDP will open the Proposals 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 proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' 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 Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

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

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed. UNDP reserves the right not to entertain requests for the de-briefing.

## E. EVALUATION OF PROPOSALS

### 28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer 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 Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage. See Section 6 for more information.

### 29. Evaluation of Proposals

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

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Section 6**. Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based on a combination of the technical score and the financial offer. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP 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 Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance

- on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities 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 Proposals**

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal 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 Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

### **31. Responsiveness of Proposal**

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

### **32. Nonconformities, Repairable Errors and Omissions**

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal 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.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers 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/protestandsanctions/> for details)

### **34. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the LTA to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32) and Section 6.

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of the LTA, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the LTA and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the LTA to the Proposer with the second highest rated Proposal, or call for new Proposals.

**37. Performance Security**

Not required

**38. Bank Guarantee for Advanced Payment**

Not required.

**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 Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

## DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

#	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Long Term Agreement for the provision of Medical and Laboratory Equipment and Supplies
2		Title of Services/Work:	Scope of the RFP includes a wide range of laboratory and medical equipment and supplies ( <i>see Annex 2 – List of items</i> ) and related auxiliary services
3		Country / Region of Work Location:	Deliveries worldwide
4	C.13	Language of the Proposal:	English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	A bid will be considered complete when all items are offered by the bidder. Incomplete bids will not be considered
6	C.20	Conditions for Submitting Alternative Proposals.	Alternative bids will not be considered
7	C.22	A pre-proposal conference	Not applicable
8	C.21	Period of Proposal Validity commencing on the submission date	Proposal must be valid until August 31, 2017
9	B.9 C.15.4 b	Proposal Security	Not applicable
10	B.9	Acceptable forms of Proposal Security	Not applicable
11	B.9 C.15.4 a	Validity of Proposal Security	Not Applicable
12		Advanced Payment upon signing of contract	Not applicable

13		Liquidated Damages	The following condition shall be included in the contract: If the Supplier fails to supply the specified goods within the time period(s) stipulated by the Purchase Order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 1 to 3 percent (to be specified in the PO) of the price of the complete consignment or service (Consignments and Services as specified in <i>Annex 4 – Price Schedule</i> ) for each day of delay until actual delivery or completion, up to a maximum deduction of 10 % of the Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the PO
14	F.37	Performance Security	Not required at this stage
15	C.17, C.17 b)	Preferred Currency of Proposal	USD
16	B.10.1	Deadline for submitting requests for clarifications/questions	Clarification questions to the RFP can be submitted at any time by e-mail to <a href="mailto:Rubina.Chowdrey@undp.org">Rubina.Chowdrey@undp.org</a> and <a href="mailto:Vannara.Chea@undp.org">Vannara.Chea@undp.org</a> but latest by <b>March 24, 2017</b> . UNDP will be providing clarifications on the ongoing basis; questions and clarifications will be shared with all bidders
17		Contact Details for submitting clarifications/questions	<a href="mailto:Rubina.Chowdrey@undp.org">Rubina.Chowdrey@undp.org</a> <a href="mailto:Vannara.Chea@undp.org">Vannara.Chea@undp.org</a>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Clarifications will be shared with all bidders by email and posted on the UNDP Procurement Notice Website, where this RFP document is originally published
19	D.23.3	No. of copies of Proposal that must be submitted	Proposals must be submitted in <b>hard copy</b> and in <b>soft copy</b> . Submissions must be identical and include all required documents. In the event of any discrepancies the “original proposal” submitted in hard copy shall govern. <b>Hard copy:</b> <b>1 (one) Original</b> in paper format including technical and financial proposals sealed in separate envelopes  <b>2 (two) Copies</b> of technical and financial proposals sealed in separate envelopes in paper format  <b>Soft copy (USB memory device):</b> 1 USB containing technical proposal and 1 USB containing financial proposal enclosed in respective envelopes together with the original

			<p>Technical and financial parts of the proposal have to be completely separated. Financial proposals will not be opened until the technical evaluation is finalized</p> <p><u>Bids are to be submitted and arrive prior to the deadline stipulated above as sealed bids</u></p> <p>Please refer to Section 2, Clause 23 for detailed instructions on bid submittal and to Data Sheet point 26 below for list of documents comprising Technical Proposal and Financial Proposal respectively</p>
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p>United Nations Development Programme Procurement Support Unit Attn.: Vannara Chea/Rubina Chowdrey Marmorvej 51 PO BOX 2530 DK-2100 Copenhagen Ø Denmark</p>
21	C.21 D.24	Submission deadline and timeline	<p><b>March 17, 2017</b> - Confirmation of participation in RFP (please return <i>Annex 1 – Intent to bid form</i>) <b>March 24, 2017</b> – Deadline for submission of questions for clarification <b>April 11, 2017, 15:00 CET (Copenhagen time)</b> – RFP submission</p>
22	D.23.2	Allowable Manner of Submitting Proposals.	Bids must be submitted in hard copy (post, courier delivery) and soft copy (USB device)
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	E-mail submissions are not allowed
24	D.23.1	Date, time and venue for opening of Proposals	There will be no public opening of the proposals
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal.	Combined Scoring Method, using the 70% - 30% (700/300 points) distribution for technical and financial proposals respectively, where the minimum passing score of the technical proposal is 70% (490 points of 700). Please see section 6 for the detailed description of the evaluation process
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers	<p><u>Technical proposal must include:</u></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Bid Submission form</li> <li><input checked="" type="checkbox"/> Documents establishing eligibility of the suppliers (see Section 5 for the templates)</li> <li><input checked="" type="checkbox"/> Company Profile, completed according to Section 7 and <i>Annex 3 – Company Profile</i>.</li> </ul>

			<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Response to the <i>Terms of Reference</i> (TOR). Bidders shall respect the structure of the document and follow it when compiling their response to the TOR, so that each section of the TOR is clearly addressed. It is recommended to use this document as a template and provide the response after each section in a distinguished color</li> <li><input checked="" type="checkbox"/> Completed <i>Annex 2 – List of items</i></li> <li><input checked="" type="checkbox"/> Quality and Conformity Certificates (e.g., ISO, certificates showing manufacturing and electrical standards, product brochures etc.) and/or other similar certificates, accreditations for items marked “<i>conformity certificate</i>” (these certificates may be provided either along with the submission of the RFP or on request from UNDP/PSO after submission deadline)</li> <li><input checked="" type="checkbox"/> Certificate of Registration of the business</li> <li><input checked="" type="checkbox"/> Trade name registration papers, if applicable</li> <li><input checked="" type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder’s practices which contributes to the ecological sustainability.</li> <li><input checked="" type="checkbox"/> Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer (if and where applicable)</li> <li><input checked="" type="checkbox"/> Any relevant evidence to demonstrate your company’s capacity as consolidator</li> <li><input checked="" type="checkbox"/> Quality assurance certificates, e.g. ISO 9001:2008 or similar</li> <li><input checked="" type="checkbox"/> Catalogue structure</li> <li><input checked="" type="checkbox"/> Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for the past 3 years</li> <li><input checked="" type="checkbox"/> Credit rating report (D&amp;B, S&amp;P, Moody or similar)</li> <li><input checked="" type="checkbox"/> Copy of the Purchase Orders (value of USD 500.000 or above).</li> <li><input checked="" type="checkbox"/> Customer References</li> <li><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) 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</li> <li><input checked="" type="checkbox"/> Presentation of your company</li> </ul> <p><u>Financial proposal must include:</u></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <i>Annex 4 – Price Schedule</i></li> </ul> <p><b>NB! Technical and Financial Proposals MUST be sealed in separate envelopes</b></p>
27		Other documents that may be Submitted to Establish Eligibility	None

28	C.15	Structure of the Technical Proposal	Please refer to Data sheet point 26 above
29	C.15.2	Latest Expected date for commencement of LTA	1 July 2017
30	C.15.2	Expected duration of contract	2 years with possibility for 3-year extension subject to satisfactory performance
31		UNDP will award the contract to:	<p>UNDP shall establish multiple non-exclusive LTAs. UNDP is aiming at the following setup:</p> <ul style="list-style-type: none"> <li>• Two main suppliers, reserving the right to award additional suppliers if deemed to be in the best interest of UNDP</li> <li>• Contract (Purchase Orders) will be placed based on the established LTAs, by either: <ul style="list-style-type: none"> <li>▪ Launch Requests for Quotations (RFQs) amongst the LTA holders, outlining specifications and delivery terms for the particular case. Purchase orders will be awarded based on the best value for money principle - selecting the lowest priced technically acceptable offer, unless other selection criteria have been specified in the RFQ (e.g. shortest lead time). Price evaluation is based upon total costs: total price for all requested goods and services, and freight charges.</li> <li>▪ UNDP may at its own discretion place a purchase order directly with a supplier holding a LTA based on the listed prices submitted in this bidding exercise under its terms and conditions</li> </ul> </li> </ul>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	See Section 6
33	E.29.4	Post-Qualification Actions	<p>UNDP may choose to conduct physical inspection of the bidder's warehouse. Additionally, UNDP may conduct testing and sampling of the goods to ensure compliance with the technical requirements</p> <p>Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p>UNDP may inquire the reference check with other clients on the quality of performance on ongoing or previous contracts completed</p>

34		Conditions for Determining Contract Effectiveness	Not Applicable
35		Other Information Related to the RFP	Not applicable
36		Payment terms	30 days net
37		General Terms and Conditions (GT&C)	Long Term Agreement will be governed by UNDP General Terms and Conditions <b>for Services</b> (Section 8). Each contract (Purchase Order) will be governed by UNDP General Terms and Conditions <b>for Goods</b> (Section 9). Bidders are requested to familiarize themselves with both documents and confirm acceptance by signing the Proposal Submission Form (Section 4)

## SECTION 3: TERMS OF REFERENCE (TOR)

### ***Background***

United Nations Development Programme's (UNDP) works in some 170 countries helping to achieve the eradication of poverty and the reduction of inequalities and exclusion. We help countries to develop policies, leadership skills, partnering abilities, institutional capabilities and build resilience in order to sustain development results.

UNDP supports the 2030 Agenda for Sustainable Development and the 17 new [Sustainable Development Goals](http://www.undp.org/content/undp/en/home/sustainable-development-goals.html) (SDGs), or Global Goals, as they help shape global sustainable development for the next 15 years. <http://www.undp.org/content/undp/en/home/sustainable-development-goals.html>

UNDP's Procurement Services Unit (PSU), located in Copenhagen, is engaged in the practice area of HIV/AIDS whereas it provides direct procurement services to UNDP Country Offices (CO) acting as Principal Recipients for the Global Fund to Fight Aids, TB and Malaria (GFATM).

Additionally, UNDP PSU provides direct support to local Ministries of Health MOHs and is involved in a number of health-related procurement projects.

### ***Objectives of the RFP***

The main objective of the RFP is to establish multiple non-exclusive Long Terms Agreements (LTA) with reliable, value-adding suppliers to ensure:

1. Sourcing of high quality laboratory equipment, medical equipment, consumables and supplies.
2. Efficiency of supply chain.
3. Best value for money for the UNDP Country Offices.

### ***About PSU procurement model***

In line with its mandate; PSU offers direct procurement services to support UNDP country offices (30 + countries).

The main product and service categories, for which direct procurement support is being offered, are:

1. Laboratory, Supplies and Consumables
2. Diagnostic products,
3. Medical Equipment,
4. Chemicals
5. Other

UNDP/PSU also facilitates and manages logistics and deliveries of the goods to the recipient countries, facilitates installation of the equipment and training of the end-users.

In line with UNDP's strategic plan, procurement is being done through Long Term Agreements based on the most appropriate and cost effective procurement strategy for each product category. Procurement requests are initiated by the UNDP country offices based on the approved budgets from GFATM. During the course of the agreement, LTA-holders will be invited to compete with one another for each request through Secondary Bidding. The Purchase Order will be awarded based on the best value for money principle - selecting the lowest priced technically acceptable offer, unless other selection criteria have

been specified in the RFQ (e.g. shortest lead time). Price evaluation is based upon total costs: total price for all requested goods and services, and freight charges.

The procurement of health related items includes the wide range of medical and laboratory equipment and supplies. A non-exhaustive list of items is included in *Annex 2 – List of Items*. When required, LTA-holders will be requested to provide local installation, maintenance, training, warranty etc. On a case by case basis LTA-holders will be requested to quote freight to the destination.

Procurement volume in 2016 – approx. 17 mill USD for Laboratory and Medical Supplies. To learn more about historical demand, please refer to *Annex 6 – Historic Data*.

### **Response format**

These terms of reference (TOR) summarize UNDP’s requirements to the products, services and service levels under the future LTAs. Bidders are expected to respond to each section of the TOR, confirming that requirements can be met and explaining how the desired outcome can be achieved. E.g. where relevant bidders shall explain the background, underlying processes, control mechanisms vis-à-vis their partners and quality assurance procedures.

Bidders shall respect the structure of this document and follow it when compiling the response to the TOR, so that each section of the TOR is clearly addressed. It is recommended to use this document as a template and provide the response after each section in a distinguished color.

## **1. REQUIREMENTS TO THE PRODUCTS**

### **1.1. Range of items**

Supply requirements typically consist of a wide range of laboratory and medical devices, consumables and supplies or a combination thereof. The indicative list of items is listed in the *Annex 2 – List of Items*. During the course of the LTA UNDP/PSU will request to supply medical and laboratory items included in the *Annex 2 – List of Items*, but also items not explicitly mentioned there.

Bidders shall confirm that they can supply all items and also demonstrate their ability to supply a wider range of items within each category.

### **1.2. Compliance with the technical specifications**

The products requested in this RFP and items not explicitly mentioned in Annex 2 must conform to technical specifications and highest quality standards. For each item in the *Annex 2 – List of Items* bidders must clearly state whether the offered items comply with the technical specifications and explain the deviations if any.

To verify technical compliance with UNDP’s specifications, bidders will be requested to submit full technical documentation: copies of product technical manual, product brochures, technical data sheet, quality certificates and other documents.

### **1.3. Quality standards**

Products shall meet the essential requirements as described in the GHTF document SG1 – N41:2550: Essential Principles of Safety and Performance of Medical Devices. Suppliers and manufacturers must be able to prove they perform to current ISO or equivalent (as recognized by GHTF) standards. Furthermore, all offered products must conform to the highest manufacturing and electrical standards. Where possible, suppliers must indicate conformity and be able to provide copies of regulatory certificates for quality control checks during the evaluation process. UNDP may request evidence of conformity at any time. Failure to comply may result in the disqualification for the entire lot.

All medical and laboratory supplies offered to UNDP must be manufactured according to at least one of the following quality system standards:

- (a) ISO13485/ISO13488
- (b) EN46001/EN46002
- (c) Japan QS Standard for medical devices 1128
- (d) United States QS (21 CFR part 820)
- (e) ISO9001/ISO9002
- (f) 93/42/EEC

NB. For more information regarding quality system standards, please visit the following websites:  
[http://www.theglobalfund.org/documents/psm/PSM\\_QADiagnostics\\_Policy\\_en/](http://www.theglobalfund.org/documents/psm/PSM_QADiagnostics_Policy_en/)

Medical Devices supplied to UNDP programmes shall comply with national regulatory requirements in addition to regulatory requirements for marketing clearance and be cleared by at least one of the regulatory authorities indicating applicable license as listed below:

- (a) Australia: GMPALS License or CE mark
- (b) Canada: Device License
- (c) European Union: CE mark
- (d) Japan: Device license
- (e) United States : 510k device letter

NB. For more information regarding medical devices standards, please visit the following websites:  
[http://www.who.int/medical\\_devices/en/](http://www.who.int/medical_devices/en/); <http://www.imdrf.org/>

Bidders shall demonstrate their compliance in the *Annex 2 – List of Items*.

## ***2. VALUE ADDING SERVICES***

To ensure the high quality of the supplied medical and laboratory items and reliability of the supply chain, UNDP/PSU is looking for suppliers, capable of providing and facilitating the following services.

## **2.1. Sourcing**

During the course of the LTA bidders will be required to source a wide variety of laboratory and medical devices and supplies from various sources.

Bidders shall demonstrate their capability to source a wide range of the items and briefly outline their contractual relationship with the manufacturers.

## **2.2. Consolidation of orders**

When applicable, vendors will be required to consolidate orders and prepare them for shipment.

Bidders are requested to explain their experience in order consolidation, available capacity (warehouse size and location), operational and organizational setup and whether the consolidation is performed in-house or outsourced.

## **2.3. Packing**

Goods must be packed as per UNDP/PSU Specifications, UNDP General Terms and Conditions to the Purchase Order, and suitable for the relevant mode of transportation, i.e. air, sea or overland, to the final destination.

The packing must be of a sturdy export quality of a commercial standard that will provide adequate protection of the goods for carriage by air, sea and/or road to final destinations worldwide, including remote locations under adverse climatic and storage conditions and high humidity. Whenever required, over-packing should be utilized in order to minimize the number of pieces being shipped to the recipient country.

All wood packaging, including pallets and boxes, utilised in any shipment, have undergone the treatment, marking and documentation required to meet the specifications described in ISPM Nr 15: Guidelines for Regulating Wood Packaging Material in International Trade, available at [www.ippc.int](http://www.ippc.int).

It is the responsibility of the vendor to provide complete packing and labelling as required for transportation of the supplied commodities. All commodities including hazardous, temperature restricted/controlled, sterile and/or other type of products must be packed, labelled, handled and documented in accordance with applicable international standards and/or minimum requirements of stringent national regulatory authority (i.e. EU, USA, Canada, Japan, Australia) as well as any additional instructions provided in the Purchase Order.

## **2.4. Labeling**

In addition to any other applicable requirements, the following shipping marks/labels must be provided for each shipping place (colli/carton/box/pallet) as a minimum:

- UNDP Purchase Order Number
- Delivery destination (named place, terminal, address, etc.)
- Consignee name and address
- Place (colli/carton/box/pallet) number/Total number of places\*
- Gross weight of place (colli/carton/box/pallet)

- Clear marking/instructions with regard to temperature restrictions, if applicable (keep cool (2-8°C), keep frozen (-20°C), keep at ambient temperature (15-30°C), etc.)
- Clear marking if USB data logger is included in the place (colli/carton/box/pallet)
- Clear marking/instructions with regard to handling of places if the commodities require special care\*\*

*\*the places (boxes) shall be numbered using fractional numbers; the numerator shall mean the serial number, and the denominator shall mean the total number of places in the consignment.*

*\*\* places (boxes) that require special care must have the applicable warning markings such as TOP, HANDLE WITH CARE, DO NOT TURN OVER, UPRIGHT or other marking as applicable.*

## **2.5. “Keep cool” items**

All temperature restricted commodities must be supplied with USB data loggers for monitoring temperature and humidity as well as with dry ice / cold packs/ ice packs / wet ice, as applicable, which must last at least 72 hours. The box with temperature restricted items should be clearly marked as “keep cool (2-8°C)” or “keep frozen (-20°C)” or “keep 2-30°C”, etc. and it should be shipped as “keep cool” or “keep frozen” or “keep 2-30°C”, etc. accordingly. The box/carton where the data loggers are included must be clearly marked as “USB data logger for monitoring temperature and humidity of the commodities is included in the box”.

USB data loggers should be provided for each temperature control category, as applicable (-20°C; 2-8°C; 8-30°C; etc.). If the quantity of the shipping colli/packages of particular temperature control category is more than 5, it is requested that minimum 2 data loggers are included randomly inside the shipping colli/packages of each temperature control category. If the quantity of the shipping colli/packages of particular temperature control category is less than 5, 1 data logger is sufficient per temperature category.

It is the responsibility of the vendor to provide complete packing as required for transportation. The weight and volume offered at time of quotation must reflect the keep cool packing.

Bidders shall explain their capabilities and experience to handle “keep cool” items, explaining how “keep cool” environment can be maintained and monitored throughout the supply chain – from manufacturer, during transit and up to delivery.

## **2.6. Hazardous goods**

On a case by case basis UNDP/PSU will request items classified as hazardous. At the time of quoting (RFQ) the supplier will be required to identify whether any of the offered commodities are classified as “hazardous goods” as per UN Recommendations on the Transport of Dangerous Goods and provide hazardous goods information (UN number; proper shipping name; class or division; and sub-risk if any).

Bidders shall explain their experience in handling hazardous goods.

## **2.7. Shelf life requirements**

At the time of quoting (RFQ) supplier will be asked to submit manufacturer minimum guaranteed shelf life per item. UNDP/PSU requires minimum shelf life of 85% of total shelf life upon FCA delivery. If required at the time of quoting, vendor may break the order into multiple delivery lots. The offered shelf life per item should be clearly stated as minimum shelf life and expiry date of stock as of date of quotation (or quotation preparation) e.g. 11months /12 months. The shelf life must be reconfirmed upon FCA delivery.

In some cases to save shelf life the FCA delivery point can be directly from manufacturer. This is often used if the total shelf life is very short. In that case clear FCA delivery point should be stated.

Bidders shall explain their approach to guarantee minimum required shelf life upon FCA delivery.

## **2.8. Supply of the goods**

- (a) Products shall be supplied with manufacturer's guidelines and instructions for use, assembly and maintenance of product in the language requested in the RFQ (e.g. English, French, Spanish or Russian).
- (b) Product compatibility - medical equipment supplied should be compatible with the final destination of the goods, with regards to environment, climate, power supply, etc.
- (c) On a case by case basis supplier will be requested to inform UNDP/PSU whether the goods require registration and whether they are registered in the country of destination.

Bidders shall confirm that the above requirements can be met at the time of quoting.

## **2.9. Auxiliary services**

### **(a) Warranty**

UNDP/PSU requires manufacturer's warranty or full free warranty for a minimum of one year, whichever is greater from the FCA delivery date or date of installation.

Additional warranty may be requested on a case by case basis.

### **(b) Training, Installation and Technical Support**

On a case by case basis supplier may be requested to provide installation and configuration services, start-up services, training and technical support. For example:

- Installation at the end-user's site or sites.
- Provision of documentation describing pre-installation requirements to end-user (well in advance of installation).
- On-site workshops:
  - User training – related to use of the equipment, its functionality and general safety procedures;

- Technical training – related to technical principles of the equipment and its environment of use, assessment method for equipment functionality, preventive maintenance and first line technical intervention.
- The provision of necessary training materials such as operational manuals, technical manuals, diagrams, calibration materials, reagents, consumables, etc.

**(c) After-Sales Service**

On a case by case basis the Bidder may be required to provide:

- A list of its local/regional agents and/or distributors to the final destination of the goods that UNDP can approach for after-sales services, including technical services and spare parts.
- A reference list of locations in the country and/or abroad where similar equipment is being operated.
- Provide after sales service as part of the quote when required.

Bidders shall demonstrate how services can be performed locally – installation, maintenance etc.

**2.10. Kitting services**

From time to time Suppliers may be requested to pack the goods in the form of a kit. Details of such arrangements will be provided at the time of RFQ.

Supplier is requested to confirm whether they have the capability to provide kitting services.

**2.11. Logistics and freight forwarding**

UNDP/PSU holds Long Terms Agreements with a number of freight forwarders for sea and air freight. However in some cases supplier will be requested to arrange freight to the final destination, monitor delivery and provide updates to UNDP/PSU.

Bidders shall explain their logistical experience and capacity, setup and relationship with the freight forwarders and logistics partners. The explanation shall as a minimum cover the following: logistics experience (in-house or outsourced), organizational setup, roles and responsibilities and geographies, monitoring tools, quality assurance and reliability measurements.

**2.12. Pre-shipment inspections**

In some cases UNDP/PSU will require a pre-shipment inspection of the goods. Bidders are asked to confirm whether pre-shipment inspections can be arranged and conducted by your company and whether they can be facilitated in cases when UNDP/PSU will appoint a 3<sup>rd</sup> party to conduct such inspection.

**2.13. Export licenses**

The supplier is responsible for obtaining at its own risk and expenses any export licenses or other official authorization and carry out all customs formalities necessary for the exportation of the goods.

## **2.14. Delivery terms and pricing**

Delivery terms will be specified in the Request in Quotation on a case by case basis. For the majority of the orders PSU requests FCA delivery.

For the purpose of the price comparison in the RFP, the quoted prices shall be given on the FCA basis (named location). The price shall be given for the goods ready for export and including all the necessary documentation. Costs related to packing charges, and any additional fees for hazardous goods and keep cool charges etc., shall be presented separately.

Prices must not be included in the technical proposal but only in the financial proposal.

## ***3. PREPARATION OF QUOTATIONS AND SERVICE LEVEL***

The following tasks, actions and service levels are required in order to meet the service requirements under the LTA:

### **3.1 During RFQ process:**

- (a) Acknowledgement within 48 hours from supplier whether RFQ is well received and if supplier is intending to quote.
- (b) Questions for clarification from supplier to be submitted within 5 working days.
- (c) Supplier shall submit their offer in the format specified in *Annex 6 – RFQ Template* within the RFQ deadline. The quote must include all information requested in this template.
- (d) Offer should be error-free, compliant with technical specifications and meet the requirements set out in any agreement between UNDP/PSO and supplier. Any deviation from the technical specifications must be clearly highlighted in the compliance sheet.
- (e) Quotes must be accurate with respect to:
  - Estimated weight and volume (taking into account any additional packaging e.g. for air/sea shipments, for keep cool or hazardous items etc).
  - Price
  - Shelf life
  - Quality Assurance
- (f) When supplier decides NOT to offer within RFQ, supplier must communicate this to UNDP/PSU as soon as possible and within the RFQ deadline.
- (g) In cases when alternative items are offered they should be clearly marked so and all information in respect to weight and volume, hazardous goods and keep cool items should be included in the quote.
- (h) Supplier must take into account any shipping limitations goods might have (e.g. hazardous items, goods with special shipping requirements etc).

- (i) In cases when optional or additional items are offered it should be clearly stated whether the items are mandatory for operations or optional.

### **3.2 During contract award process:**

- (j) When the contract is awarded, supplier must acknowledge the receipt of the Purchase Order via email within 24 hours of PO placement.
- (k) Supplier must confirm PO no later than five (working) days after PO placement. The order confirmation should include the following information: (1) confirmation of supplies, (2) confirmation of order delivery time and (3) any other relevant information requested by UNDP/PSU

### **3.3 During delivery process:**

- (l) UNDP/PSU must receive immediate notification of delays in the order delivery process from suppliers via email to UNDP/PSU order focal point.
- (m) Shipping arrangements and shipping documents shall be provided when they are available or as per agreement with UNDP/PSU, e.g. some countries will have individual delivery requirements concerning in advance notification (of delivery) and/or specific documents needed for delivery to take place.
- (n) Cargo readiness date should be communicated by supplier on the same day as it takes place. Supplier must include UNDP/PSU in the notification of cargo readiness which sent to freight forwarder. This communication must include all applicable shipping documents for the individual order.

## ***4. IT SYSTEMS AND PRODUCT CATALOGUE***

### **4.1 IT systems**

Please explain available IT systems and solutions to capture entire procurement and supply chain management process, order management systems etc. permitting to monitor timeliness of the orders and deliveries and reliability of the supply chain. IF your company has an implemented ERP system, please elaborate.

### **4.2 Product catalogue**

In an effort to standardise procurement data and obtain clean and uniform input at the stage of quoting and PO placement, UNDP/PSU would like to understand the organisation of the supplier's catalogue. Bidders shall explain which product catalogue/-s they are utilizing both vis-à-vis manufacturers and customers, including classification and coding system (e.g. UNSPSC or other), how this catalogue is maintained and whether it can be made available to UNDP. Please also explain any e-procurement platforms that are utilised by your organisation.

### **4.3 E-commerce marketplace**

Please explain availability of your products and/or catalogue at various e-procurement and e-commerce platforms and suites. Your response should include the following elements:

- Name the platforms your company is present on
- Explain your company readiness to offer some of the products through such solutions to UNDP should that be required in the future.

## ***5. TRANSITION (IMPLEMENTATION) PLAN AND ACCOUNT MANAGEMENT***

### **5.1 Transition (implementation) plan**

Bidders are requested to describe the approach to the implementation, should the contract be awarded. Implementation plan as a minimum shall include the following:

- (a) Project plan for the transition period, inclusive of tasks and deliverables of each phase.
- (b) Timeline and milestones.
- (c) Roles and responsibilities of the parties: input required from UNDP/PSU on each step and deliverables of the supplier.
- (d) Disclosure of any foreseeable conflicts, difficulties or additional costs that may arise during implementation.

### **5.2 Account management**

Bidders are requested to describe the account management model. The response shall clearly describe the proposed setup and as a minimum cover the following points:

- (a) Dedicated account manager as a single point of contact – his/her relevant experience.
- (b) Team dedicated to UNDP/PSU and relevant experience of the team members, their roles, responsibilities and technical expertise.
- (c) Service window - supplier shall explain the operational setup and location from which UNDP/PSU will be serviced, including the office hours. Daily operations require numerous interactions between UNDP/PSU and the Suppliers, therefore supplier is expected to be available to respond to any order specific queries during PSU core working hours between approximately 10am and 4 pm CET from Monday to Friday (Central European Time) by phone and e-mail.
- (d) Language skills of the team. All communication between UNDP/PSU and the awarded supplier must be in English.
- (e) Organizational chart.
- (f) Strategy for handling an account of this size and complexity.
- (g) Disclosure of all sub-contractors involved.

## ***6. SUPPLIER PERFORMANCE***

### **6.1 Supplier Performance and Key Performance Indicators**

The focus on the supplier performance has been increasing over time in line with the rising expectations to UNDP from its partners and donors, not only to ensure the best value for money, but also to make sure that UNDP is a trusted partner in the most difficult and challenging settings (political and geographical). We often work under tight deadlines; the scope of goods and services we delivery to our clients is both large and complex. Therefore, UNDP/PSU puts a lot of emphases on the reliable and consistent supplier performance over time, quality assurance measures, technological and IT capabilities and solution-oriented approach. UNDP/PSU is constantly working on improving service level to our clients – UNDP country offices and MOHs. Our suppliers are a key element in our service delivery model, hence we strive to promote the mind-set of accountability, reliability and objective evaluation of the performance.

As a part of the services provided to UNDP/PSU, supplier will be expected to attend the operational meetings in Copenhagen every 6 months. The purpose of such meetings is to review the status of the ongoing orders and discuss supplier performance. In the start-up phase the UNDP/PSU will hold a kick-off workshop or series of meetings (if required).

Awarded suppliers will be measured on the following KPIs:

***KPI 1 – On-time delivery***

This indicator is based on the agreed **Goods Readiness Date** stated in the Purchase Order, also referred to as **Purchase Order Due Date**.

***KPI 2 – Supplier responsiveness***

- (a) Supplier is expected to participate in approximately 99% of RFQs.
- (b) Supplier is expected to achieve responsiveness level of 80%. The quote is considered responsive when it is compliant with technical requirements and delivery requirements.
- (c) Supplier is expected to achieve a success rate of approximately 50%.
- (d) Evaluation is performed for each RFQ.

If the success rate falls below 35% UNDP reserves the right to call supplier for a review meeting.

KPIs 1 & 2 will be assessed for each RFQ/order and/or delivery as applicable by respective procurement officer.

Vendor assessment on the above KPIs in conjunction with other operational and performance metrics will constitute the basis for the LTA extension for the additional period, upgrading/downgrading the vendor from primary to back-up and vice versa.

Furthermore, awarded suppliers will be expected to:

1. Confirm the receipt of the RFQs within 48 hours and confirm the intent to submit the offer;

2. Submit questions for clarifications within 5 working days (unless otherwise stated in the RFQ);
3. Submit quotations before the submission deadline;
4. Provide accurate estimates in the offers of:
  - a. Weight and volume of the goods, especially for the cold chain.
  - b. Accurate estimates of the lead time (which includes lead time to confirm UNDP PO and issue the SO, lead time for consolidation & packing, lead time to prepare shipping documents, internal administration).
5. Clearly indicate warranty period in the quotations – start date, duration and limitations.
6. Formally confirm acceptance of the UNDP Purchase Order in writing or by sending a Sales Order Confirmation.
7. Adhere to the technical specifications of the offer and minimize changes and amendments of the products with respect to the offered brand, UoM, delivery terms and other after the offer has been accepted by UNDP/PSU and/or PO issued.
8. Submit shelf-life for end-user approval.
9. Provide complete and accurate shipping documents and notify UNDP and the appointed freight forwarder of the Goods Readiness.
10. Inform UNDP/PSU of any delays, changes, quality issues or other relevant events.
11. Liaise with UNDP/PSU appointed freight forwarders to facilitate smooth deliveries and actively work on problems resolution.
12. Follow-up on the completed orders if the issues arise.

This list outlines UNDP/PSU expectations to the modus operandi and by no means is exhaustive. Upon LTA implementation UNDP will share the SOPs with the awarded vendors.

## SECTION 4: PROPOSAL SUBMISSION FORM

[insert: Location]  
[insert: Date]

To: Vannara Chea

Dear Madam:

We, the undersigned, hereby offer to supply goods and related services required for Long Term Agreement (LTA) in accordance with your Request for Proposal dated March 10<sup>th</sup>, 2017. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under the separate envelopes.

We hereby declare that:

- a) All the information and statements made in this Proposal 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.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Services and UNDP General Terms and Conditions for Goods.

We agree to abide by this Proposal for 120 days.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet. We fully understand and recognize that UNDP is not bound to accept this proposal, 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.

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Contact Details : \_\_\_\_\_

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

# SECTION 5: DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE PROPOSER

## Proposer Information Form<sup>1</sup>

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

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
40. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of:  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>1</sup> The Proposer 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.

## Joint Venture Partner Information Form (if Registered)<sup>2</sup>

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

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

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<sup>2</sup> The Proposer 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: EVALUATION PROCESS AND EVALUATION CRITERIA

Evaluation of the proposals will include 2 steps:

1. evaluation of technical proposal
2. evaluation of financial proposal

RFP evaluation methodology will be based on a *cumulative analysis scheme* where a total score is obtained upon the combination of weighted technical and financial attributes. The weight of the technical proposal –70% (700 points) and the weight of the financial proposal - 30% (300 points).

Prior to evaluation of the proposals, UNDP shall determine whether they are complete with respect to minimum documentary requirements, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UN DP's list of suspended and removed vendors, whether the proposals are generally in order, whether proposal validity is respected, whether the full range of items are covered, whether company has minimum 3 years of international experience, whether bidders are compliant with General Terms and Conditions and other. UNDP may reject any proposal at this stage.

### **Step 1 Technical evaluation criteria (weighted) – maximum obtainable points - 700:**

1. Items – compliance with technical specifications and quality standards –35% of 700 points
2. Value-adding services –35% of 700 points
3. Proposed solution (account management) and key staff –15% of 700 points
4. Experience of the company and financial soundness –15% of 700 points.

Technical evaluation criteria are summarized in the table below.

Technical proposals must obtain minimum 490 points (70% of 700 points) to proceed to financial evaluation.

### **Step 2 - Financial evaluation (weighted) – maximum obtainable points – 300:**

Financial proposals are not to be opened until the technical proposals have been evaluated. Only proposals achieving minimum 490 points in the technical evaluation will be opened. Any proposals that do not meet the minimum technical score requirement will be rejected as being non-responsive (technically non-compliant).

Total obtainable points –300. The maximum number of points will be assigned to the financial proposal resulting in the lowest cost. The points for other proposals will be assigned according to the formula:

$$\frac{(\text{max score} \times \text{lowest price proposal } (\$))}{\$ \text{price of proposal}} = \text{score for price proposal } (x)$$

Financial proposals will be evaluated based on the total price. Proposed discount schemes (sliding scales, kick-back bonuses and other) will not be included in the financial evaluation of the proposals. The total score for each vendor will be calculated by summing up the technical score and financial score.

### Technical evaluation criteria:

	<i>Criteria</i>	<i>Detailed description</i>
<b>Items - 35%</b>		
	Compliance with technical specs and completeness of lots	Company's ability to provide the full range of items. Compliance with technical specifications;
	Compliance with quality standards	Quality assurance: company has to demonstrate whether offered items are compliant with the quality standards. UNDP will request full documentation for a number of items.
<b>Value-adding services - 35%</b>		
	Sourcing	Ability to source a wide range of items including pharmaceuticals, demonstrating ability to deploy various sources. Company's approach to quality assurance, existing policies vis-à-vis partners & manufacturers. Company's expertise and technical knowledge of the products and subject matter.
	Consolidation of orders	Ability to perform consolidation of orders. Description of consolidation capacity, including strategy, procedures and resources; description of the warehouse.
	Packing	Organisation of packing process; standards and compliance with the requirements of TOR, including packing of "keep cool" items.
	Labelling	Compliance with labelling requirements of TOR.
	Keep-cool items	Company's ability to handle keep cool items, including description of the available keep-cool facility and processes. Description of the mechanisms to ensure that the cold chain is maintained throughout the supply chain (from manufacturer to delivery to the client).
	Hazardous goods	Ability, expertise, experience and facilities to handle the hazardous goods
	Shelf life requirements	Ability to ensure the minimum required shelf life at FCA delivery date.
	Supply of the goods	Compliance with the requirement in TOR.
	Auxiliary services	Company's ability to provide local services, including a few examples of available arrangements with manufacturers and/or local representatives.
	Kits	Ability to pack goods in a form of a kit.
	Logistics and freight forwarding	Description of company's ability to arrange freight forwarding, monitor timeliness of deliveries and monitor supply chain.
	Pre-shipment inspections	Company's ability to arrange and facilitate the pre-shipment inspection.
	Export licenses	Confirmation that supplier is able to obtain necessary export clearance.
	Preparation of quotations and service level	Expertise of the company to perform technical evaluation during RFQ: ensure technical compliance of the quoted items, ensure compliance of the items to the quality standards outlined in TOR. Company's ability to ensure required service level when providing quotations: timeliness and correctness of quotes with respect to e.g. weight and volume, price and estimated delivery date.
<b>Proposed solution (account management) and key staff - 15%</b>		
	Account management and team structure	Organisational setup, account management strategy, headcount, structure of the team, description of the internal processes, account strategy.
	Qualifications of the key staff	Experience of the team members, including brief CVs, area of expertise, technical knowledge, language skills.
	IT systems and product catalogue	Systems and solutions available to capture entire procurement and supply chain management process, order management system etc. IT maturity of the company and description of the available IT systems and solutions. Availability of the product catalogue and e-commerce platforms.
	Assistance during PSO working hours	Suitability of the operational setup to UNDP needs: location of the office and warehouse, working hours etc.; demonstrate ability to respond to order-specific queries during PSO core working hours;
	Transition (implementation) plan	Transition plan: implementation, phase-in period, timeline and milestones, roles and responsibilities of the team members.
<b>Experience of the company and financial soundness - 15%</b>		
	Company profile	Profile of the company as a consolidator, organisational chart, company development strategy, segments of business, markets, customers, organisational structure.
	Warehouse capacity	Warehouse capacity, cold chain facility, organisation of the warehouse operations. Warehouse visit (if necessary).
	Sourcing capabilities: list of partners company regularly does business with	Company's sourcing strategy, relationship with partners and manufacturers, vendor management and quality assurance processes.
	Supply chain management and quality assurance	Company's expertise in supply chain management and quality management.
	Relevant international experience	Company shall demonstrate relevant experience with the customers similar to UNDP on the size and complexity and global presence. Number of years of international experience. Documented experience with accounts similar to that of UNDP, e.g. experience to deal with Africa and CIS, Latin America.
	Financials	Size and financial soundness of the company, turnover, export volume, financial soundness, credit rating (D&B)

## SECTION 7: COMPANY PROFILE

Your company profile shall as a minimum include the information outlined below and properly completed *Annex 3 – Company Profile*.

Company profile will be used to determine the suitability of your company to provide goods and services to UNDP/PSO based on the profile and expertise of your organization, financial soundness and evidence of relevant experience. Feel free to include your company presentation.

### a) Company Information

1. Company name
2. Country of registration
3. Form of incorporation
4. Whether your company is publicly listed or not
5. Whether the company is part of a bigger group (if yes, list the group)
6. The number of years of experience as consolidator/trader/wholesaler
7. International experience: number of years, geographical regions etc.
8. The number of employees worldwide
9. Market segment and specialization (e.g. laboratory or medical equipment)
10. Brief history of the organization and organizational chart
11. Brief outline of the organizational short-term and long-term strategy, goals and development plans
12. Major customers and sales volume

### b) Historical and ongoing relationship with UNDP and other UN organizations:

Bidders are requested to outline the history of the relationship with UNDP/PSO, IAPSO and other UN agencies:

1. When the first contract was established
2. Ongoing relationship with UN agencies and any recent (whether successful or not participation in the tenders) for UN agencies, including UNDP
3. The scope of supply
4. Operational setup

### c) Disclosure of the information (if any) determining vendor eligibility

1. Please refer to the section 2, points 5, 6 and 7

### d) Warehouse and consolidation

1. Please provide information about the warehouse: location, size, owned/rented/outsourced, cold chain facility.

2. Please explain organization of the consolidation and packing processes covering aspects related to the temperature controlled and keep cool items.
3. Please explain the procedure for handling the hazardous goods.

#### **e) Sourcing**

Bidders shall explain their sourcing capabilities, keeping in mind that the list of items mentioned in the *Annex 2 – List of Items* is not exhaustive and a wider range of medical and laboratory products will be required during the course of the agreement:

1. Confirm that the full range of items and categories listed in this RFP can be supplied
2. Please explain whether your company can supply pharmaceutical products, including availability of applicable licenses and approvals. List of manufacturers and wholesalers your company frequently does business with for product categories listed in this RFP. Your response should explain existing contractual arrangements with 1<sup>st</sup> and 2<sup>nd</sup> tier suppliers, supplier performance management tools and procedures, established KPIs for the main suppliers, contingency plans and alternative sources of supply for each of the quoted lots.

#### **f) Supply chain management**

1. Please explain how all aspects of supply chain from manufacturing to delivery are managed, covering major milestones, existing procedures to ensure on-time deliveries, follow up process etc.
2. What mechanisms are in place to ensure that the temperature controlled environment and cold chain are maintained from manufacturer's facility until the delivery takes place?

#### **g) Quality assurance**

1. Bidders shall explain the strategy and the tools they apply to ensure high quality of the procured items and that the quality standards are adhered to.
2. Bidders shall demonstrate their commitment to deliver high quality services that meet customer and applicable statutory and regulatory requirements, by applying relevant quality management systems, such as e.g. ISO 9001:2008.

#### **h) IT systems**

1. Please explain available IT systems and solutions to capture entire procurement and supply chain management process, order management systems etc.
2. Please explain the organization of your product catalogue. Feel free to enclose the classification in excel format.
3. Please explain e-commerce platforms utilized by your organization.

**i) Evidence of Supplier Related Experience & Relevant Example**

Here you are responsible for submitting evidence of previous experience in handling accounts similar to that of the UNDP. You are to provide the names of current, relevant global clients and brief examples of how the successful management of their accounts will translate into successful management of our account. This may include examples such as: global companies, companies operating in hostile environments (post-crisis or post-catastrophe zones); companies of similar size and complexity.

Next, you are to elaborate on one of the above companies with similar complexity and geographical coverage comparable to that of the UNDP. Provide information on how you managed this account, demonstrating your ability to, for instance: supply goods to the UNDP countries; manage complex supply chain; manage and deliver local services to the UNDP countries (e.g. installation, training and other); overcome unexpected challenges; implement innovative approaches; or manage any other factors that are similarly presented by UNDP operations.

The evidence shall demonstrate minimum 3 years of international experience.

**j) Financial information**

This financials section is to be filled out in its entirety, any failure to do so will compromise due diligence on our part.

1. Bidders shall elaborate on the company's financial performance showing low financial risk (risk of default) and demonstrate sufficient financial capacity for this contract, indicating total sales volume and share of wallet of medical and laboratory categories in total sales of the company.

This section must be supported by the most recent Credit Rating report (D&B, S&P, Moody's or similar), Audited Financial Statement Reports for 2009-2011 and sales reports.

2. Besides, bidders shall fill in the requested information in the *Annex 3 – Company Profile*.
3. Bidders shall demonstrate sufficient financial capacity to handle UNDP volume and provide evidence in a form of e.g. Purchase Orders (value of USD 500.000 and above).

**k) Sustainability**

1. Please attach your company's environmental or sustainability statement or policy.
2. Does your company participate in the Global Compact?
3. Does your company have an established environmentally preferable purchasing and supply chain program? If so, please describe.
4. Has your company published a sustainability report? If yes, for how many years?
5. Do you participate in any public reporting, such as through the Global Reporting Initiative (GRI, [www.globalreporting.org](http://www.globalreporting.org)), Ceres, or similar programs? If yes, please list.

6. Is your company ISO 14001 certified?
7. In the previous years has the company incurred any significant fines or sanctions for non-compliance with local, national, or international environmental laws and regulations?
8. In the previous FY, what percent of total waste generated by your company and its subsidiaries was recycled or reused?

# SECTION 8: GENERAL TERMS AND CONDITIONS FOR SERVICES



## UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

### 1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

### 2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

### 3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### 4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

### 5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### 6.0 OFFICIALS NOT TO BENEFIT:

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

### 7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers,

agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/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 the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this 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. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the 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 the 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, and the

Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** 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, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the 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.

**11.3** At the request of the 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 the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** 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 the UNDP, shall be made available for use or inspection by the 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.

## **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor 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 United Nations in connection with its business or otherwise.

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party, and 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:

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** 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,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** 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 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** 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:

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

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

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** 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.

**13.6** 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.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the 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.

#### **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in

writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 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 16.1, 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. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. 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 of Protection”) and Article 32 (“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.

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations

exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers 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.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

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

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

#### **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

#### **22.0 SEXUAL EXPLOITATION:**

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

**22.2** The 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.

### **23.0 SECURITY:**

**23.1** The Contractor shall:

- (a) 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;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**23.2** 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 4.1 above.

### **24.0 AUDITS AND INVESTIGATIONS:**

**24.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the 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. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

**24.2** The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. 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 documentation for such purposes and to grant to UNDP access to the Contractor's premises. 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.

### **25.0 ANTI-TERRORISM:**

**25.1** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the 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 <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

### **26.0 AUTHORITY TO MODIFY:**

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

## **SECTION 9: GENERAL TERMS AND CONDITIONS FOR GOODS**



### **UNDP**

#### **General Terms and Conditions for Goods**

##### **1. ACCEPTANCE OF THE PURCHASE ORDER**

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

##### **2. PAYMENT**

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

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

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

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

##### **3. TAX EXEMPTION**

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

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

#### **4. RISK OF LOSS**

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

#### **5. EXPORT LICENCES**

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

#### **6. FITNESS OF GOODS/PACKAGING**

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

#### **7. INSPECTION**

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

#### **8. INTELLECTUAL PROPERTY INFRINGEMENT**

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

#### **9. RIGHTS OF UNDP**

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

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

## **10. LATE DELIVERY**

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

## **11. ASSIGNMENT AND INSOLVENCY**

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

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

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

## **13. PROHIBITION ON ADVERTISING**

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

## **14. CHILD LABOUR**

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

development.

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

## **15. MINES**

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

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

## **16. SETTLEMENT OF DISPUTES**

### **16.1 Amicable Settlement**

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

### **16.2 Arbitration**

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

## **17. PRIVILEGES AND IMMUNITIES**

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

subsidiary organs.

**18. SEXUAL EXPLOITATION:**

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

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

**19.0 OFFICIALS NOT TO BENEFIT:**

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

**20. AUTHORITY TO MODIFY:**

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