



# UNHCR

United Nations High Commissioner for Refugees  
Haut Commissariat des Nations Unies pour les réfugiés

**DATE: 05 September 2021**

**INVITATION TO BID: 21-HCR-SDNEL-SUP-ITB 0034**

**FOR THE SUPPLY, INSTALLATION (INCLUDING TRAINING) OF MEDICAL  
EQUIPMENT IN TINA HOSPITAL IN NORTH DARFUR, SUDAN**

**CLOSING DATE AND TIME: 26 September 2021 at 23:59 hrs Sudan Time**

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## **INTRODUCTION TO UNHCR**

The Office of the United Nations High Commissioner for Refugees (UNHCR) was established on December 14, 1950 by the United Nations General Assembly. The agency is mandated to lead and co-ordinate international action to protect refugees and resolve refugee problems worldwide. Its primary purpose is to safeguard the rights and well-being of refugees. It also has a mandate to help stateless people.

In more than five decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 6,600 people in more than 110 countries continues to help about 34 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environment, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations, please see <http://www.unhcr.org>.

## **1. REQUIREMENTS**

The Office of the United Nations High Commissioner for Refugees (UNHCR), Darfur, invites qualified suppliers, authorized dealers and manufacturers to make firm offers for the supply, delivery, commissioning / installation and on-the-spot (hospital) training of medical equipment at the named location, referred to hereinafter as "Goods".

### **IMPORTANT:**

Exact technical specifications of the items are detailed in Annex B of this document.

It is strongly recommended that this Invitation to Bid document and its annexes be read thoroughly. Failure to observe the procedures laid out therein may result in disqualification from the evaluation process.

### **QUALITY CONTROL:**

Suppliers and manufacturers are requested to ensure that the quality of dispatched equipment fully comply with UNHCR technical specifications and requirements.

Suppliers and Manufacturers shall provide a quality certificate for the equipment they are proposing e.g., FDA, CE, JIS, ISO 13485 or a quality certificate issued by a State Quality Certification Agency from the country of manufacture.

Sub-Contracting: Please take careful note of article 4 of the attached General Terms and Conditions (Annex E).

Note: this document is not construed in any way as an offer of contract to your firm.

## **2. BIDDING INFORMATION:**

### **2.1. ITB DOCUMENTS**

The following annexes form integral part of this Invitation to Bid:

Annex A:	Calendar of Activities
Annex B:	List and Technical Specifications of Medical Equipment
Annex C:	Financial Offer Form ( <b><i>To be completed and submitted in a separate financial proposal</i></b> )
Annex D:	Vendor Registration Form ( <b><i>To be completed and submitted by vendors who are neither registered in UNGM nor with UNHCR in the technical offer</i></b> )
Annex E:	UNHCR General Conditions of Contracts for the Provision of Goods – 2018 ( <b><i>To be signed, stamped, and submitted in the technical offer</i></b> )
Annex F:	UN Supplier Code of Conduct ( <b><i>To be signed, stamped, and submitted in the technical offer</i></b> )
Annex G:	Technical offer Form ( <b><i>to be filled signed, stamped and submitted in the technical offer</i></b> )

### **2.2 ACKNOWLEDGMENT**

We would appreciate your informing us of the receipt of this ITB by return e-mail to [SUDEFSUP@unhcr.org](mailto:SUDEFSUP@unhcr.org):

- Your confirmation of receipt of this invitation to bid
- Whether or not you will be submitting a bid
- The source where you have acquired this tender document (e.g., E-Mail, Chamber of Commerce, UNGM website, printed media etc.)

#### **IMPORTANT:**

Please note that submissions are not to be sent to the email address above.

### **2.3 REQUESTS FOR CLARIFICATION**

Bidders are required to submit any requests for clarification in respect of this ITB by e-mail to [SUDEFSUP@unhcr.org](mailto:SUDEFSUP@unhcr.org)

**The deadline for receipt of questions is 23:59 hrs. Sudan time on 19 September 2021**

#### **IMPORTANT:**

Please note that Bid Submissions are **not** to be sent to the e-mail address above.

UNHCR will compile the questions received. UNHCR may, at its discretion, copy any reply to a question to all other invited bidders at once. On the closing date for receipt of questions, UNHCR shall compile FAQs and responses and post under the tender on UNGM and on Sudanbid.

### **2.4 YOUR OFFER**

Your offer shall be prepared in English.

Please submit your offer using the Annexes provided. Offers not conforming to the requested formats may not be taken into consideration.

**IMPORTANT:**

Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any other UNHCR staff other than the submission e-mail address will result in disqualification of the offer. Please, send your bid directly to the address provided in the "Submission of Bid" section 2.6) of this ITB.

Your offer shall comprise the following two sets of documents:

- Technical offer
- Financial offer

**2.4.1 Content of the TECHNICAL OFFER****IMPORTANT:**

No pricing information should be included in the Technical offer. Failure to comply may risk disqualification. The technical offer should contain all information required.

Technical details of the required products can be found in Annex B, attached to the ITB document. Please, clearly state if your goods conform to the UNHCR technical specifications and requirements in Annex G.

The following details which comprise part of the Eligibility and Qualification Criteria should be provided in the Technical Part of your Offer.

**Registration of Firm:** The bidder shall provide copies of registration documents in the country of operation like valid certificate of registration of the business, Articles of Incorporation. The core business must be in the Manufacture/Supply of Medical Equipment.

**Company Profile:** The bidder shall provide complete company profile including description of the company and the company's qualifications (contract capacity): A description of your company with the following information: (Relevant documents must be signed/stamped where applicable).

- i. Year founded and type of firm (e.g. Manufacture, Distributor, Reseller);
- ii. Number of years of experience in supply of similar products (biomedical equipment);
- iii. If multi location company, specify locations of presence in the Sudan
- iv. Number of institutions the company has supplied same goods to. Please, provide contact details of such institutions. UNHCR at its sole option may decide to conduct reference checks of the quality of the equipment and level of after sales services provided by the bidder.

**Financial Soundness:** Your offer should include bank statements or audited financial statements for the past 3 years showing a minimum annual turnover of at least USD 500,000 or equivalent in local currency @ USD 1 = SDG 445. If your statement is in any currency other than USD or Sudanese Pounds, it shall be converted to USD using the UNHCR exchange rate at the time of bid evaluation. The bank statement must be issued by a bank with a minimum credit rating of **A**. Transactions to be considered in the bank statement must be before the issue date of this tender.

**Experience of Firm:** The bidder shall show proof of a minimum of 3 years' experience in the manufacture/supply of medical equipment by submitting at least 2 contracts, work orders, POs or reference letters. All documents must be credible with letter heads and/or stamps of issuing organizations. The contract must be for the supply of medical equipment. Experience for the supply of drugs and other medical consumables shall not be accepted.

**Performance Guarantee:** Prior to award of contract, UNHCR shall request the selected contractor to submit a performance bond of 10% of the contract price. The performance bond shall be valid for a minimum period of 8 months.

**Incoterms 2010:** Incoterms 2010 shall apply for this ITB and for any resulting purchase orders. It shall be DAP, Tina hospital North Darfur.

**Packing and container utilization details:** The technical offer shall clearly indicate the packing and transport method.

**Delivery capacity:** The bidder shall state the mobilization time, availability of ex-stocks outside or within Sudan or availability after four, eight and twelve weeks or more (please specify) of production lead time. **Bidder must be able to deliver within 4 months of issuance of the purchase order by UNHCR. The maximum delivery lead time of 4 months shall include the period for obtaining of exemption certificate (UNHCR shall take charge, if needed). The bidder shall be in charge of international shipping, custom clearance, local shipping up to Tina, installation and training of staff.**

**Inspection:** UNHCR 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.

**Country of Origin of the Supplier and place of Manufacture: Equipment manufacturing firm should have an origin of Japan, North America or Europe, Brazil and Singapore.** The technical offer shall state the country in which the supplier is registered as well as the country of origin of the manufacturer of the products.

**Warranty:** The technical bid shall include manufacturer's defects and liability period and terms of warranty as mentioned in Annex B. The beneficiary hospital may decide to formalize the warranty and maintenance agreement with a zero value contract. Bidders should therefore factor in the required warranty period in the price of their equipment.

**Local Distribution Authorisation :** Bidder must have an established presence with physical address in Sudan. Alternatively, the bidder can show proof of franchise/partnership with a local distributor of medical equipment. Please include your or partner's physical address in your company's profile. Credible and valid license/franchise documents should be provided.

**Quality Certification:** Suppliers and Manufacturers shall provide a quality certificate for the equipment they are proposing e.g. FDA, CE, JIS, ISO 13485 or a quality certificate issued by a State Quality Certification Agency from the country of manufacture.

**Vendor Registration Form:** If your company is not already registered with UNHCR, you should complete, sign and submit with your technical proposal the Vendor Registration Form (**Annex D**). If your firm is registered in UNGM at level 1 or 2, please, provide only your exact registration number together with a declaration that the information available in UNGM is fully updated.

**UNHCR General Conditions for Provision of Goods 2018:** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Goods by signing **Annex E**.

**Alternative Products:** If you have an alternative product(s) that fulfill has the same function or offer better performance in terms of quality, cost-effectiveness, environmental impact, etc., we would like to ask you to include them in your offer in addition to the offer for items specified in **Annex B**.

Please note, that if these alternative products are deemed as viable alternative to the existing product pending an evaluation from our technical experts, we will be issuing a separate tender notice for purposes of acquiring those.

**IMPORTANT:**

If you have alternative product to offer, please clearly indicate the advantages over the standard items (**Annex B**). Do not send only an offer for an alternative product, i.e., these should be sent in addition to an offer for the standard items requested. Do not send any samples of the products at this stage.

#### 2.4.2. **Content of the FINANCIAL OFFER**

Your **separate** Financial Offer is to be submitted as per the financial offer form (**Annex C**) must contain an overall offer for each list. Bids that have a different price structure will be considered but will be converted to United States Dollars using the UN exchange rate at the time of financial evaluation.

The following details shall be provided for each item:

**Unit costs:** Your quote shall have:

- i. The unit price must be inclusive of all charges e.g., transportation up to the delivery addresses mentioned in Annex B, risk factors, warranty, insurance, installation, on the spot training of users and quarterly maintenance.
- ii. If the total price of a product differs from the stated total price at any line item in Annex-C, the unit price shall prevail. If the sum of total prices of all line items differs from the overall total price stated by the bidder, the line-item total prices shall prevail.

UNHCR is exempt from all direct taxes and customs duties. In this regard, price has to be given without VAT and custom duties. UNHCR will provide exemption certificate from the authorities upon request and provision of all require documentation by the bidder. Customs clearance formalities, transport and delivery of goods at the named locations shall be the responsibility of the contractor.

You are requested to hold your offer valid for 180 calendar days from the deadline for submission. UNHCR will make its best effort to select a company within this period. In exceptional circumstances, prior to the expiration of the Bid validity period, UNHCR may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in section 2.4.1 of this ITB should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

UNHCR's standard payment terms are within 30 days after satisfactory completion of deliveries, Installation, Commissioning, and training, and upon submission of payment documents in order.

The cost of preparing a bid and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.

#### 2.5. **BID EVALUATION:**

##### 2.5.1. **Supplier Registration:**

The qualified suppliers will be added to the Vendor Database after investigation of suitability based on the submitted Vendor Registration Form and supporting documents. The investigation involves consideration of several factors such as:

- i. Copy of certificate of registration / incorporation and copy of certificate of; or
- ii. Proof of your firm's registered in UNGM.

However, if your bid is successful, prior to issuance of a Purchase Order you shall be expected to provide detailed information and relevant evidence of your bank account. This will be followed later by performance evaluation as a supplier such as:

- Random / periodic testing of the supplier’s products,
- Ability to respond quickly to Agency’s needs,
- Timely delivery,
- Dependability of products and services.

### 2.5.2 Technical and Financial evaluation:

All bids will be evaluated based on:

- Technical evaluation and Compliance with the established UNHCR specifications,
- Unit cost DAP Price,
- Delivery Completion Time.

### 2.5.3 Formal and Technical Evaluation Criteria

Technical bids will be evaluated based on Pass/Fail criteria as shown below. To be technically qualified all criteria must be passed.

FORMAL (PRELIMINARY) CRITERIA	Pass/Fail
Has the bidder provided a Business Registration document with core business in the manufacture and/or supply of medical equipment?	Pass/Fail
Proof of presence in Sudan either directly or franchise of other partnership with local agent provided?	Pass/Fail
UN general conditions for the provision of goods acknowledged (signed) and submitted?	Pass/Fail
Bidder accepts to submit a performance bond of 10% if awarded the contract?	Pass/Fail
Does the country of origin of manufacturer and/or goods conform to requirements of the ITB?	Pass/Fail
TECHNICAL CRITERIA	Pass Fail
Do the offered specifications conform with specifications spelled out in Annex B? Bidder must attach technical data sheets including brand and model of all products	Pass/Fail
Valid Quality Certificate of products e.g., FDA, CE, JIS ISO 13485 or certificate issued by a State Quality Certification Agency from the country of manufacture on behalf of manufacturer submitted?	Pass/Fail
Defects and liability period and warranty terms provided as per Annex B	Pass/Fail
Experience in the supply of similar products. Minimum 2 years, at least 2 credible contracts, work orders, PO or reference letters on the letterhead and/or stamp of the client submitted?	Pass/Fail
Financial standing: audited financial statement or certified bank statement for the past 3 years with a minimum annual turnover amount of USD 300,000 or equivalent in local currency submitted?	Pass/Fail
Delivery Completion Time acceptable? Maximum 4 months upon issuance of Purchase order.	Pass/Fail

**2.5.4 Financial Evaluation:** Financial proposals will be opened for only bidders who meet all the above baseline criteria, and the evaluation will be done on the basis of lowest price offered.

For evaluation purposes only, offers submitted in currency other than USD will be converted into USD using the UN exchange rate at the time of evaluation.

**UN Global Compact and other factors:** UNHCR supports the UN Global Compact Initiative put forward on 31 January 1999 by UN Secretary-General Kofi Annan that would bring companies together with UN agencies, labor and civil society to support ten principles in the areas of the human rights, labor, environment and anti-corruption. We encourage our suppliers to sign up with the UN Global Compact Initiative.

## **2.6 SUBMISSION OF BID:**

Offers must bear your official letter head, clearly identifying your company. The Technical and Financial offers shall be clearly separated.

Bids should be submitted through courier or by hand to the following address: -

Supply of Medical Equipment to Tina hospital  
ITB 21-HCR-SDNEL-SUP- ITB -0034  
Secretary of the Bid Opening Committee  
United Nations High Commissioner for Refugees (UNHCR)  
El Fasher, North Darfur, Sudan

Or **by Email to:**

Technical offers to: [SUDEFLCT@unhcr.org](mailto:SUDEFLCT@unhcr.org)

Financial offers to: [SUDEFLCF@unhcr.org](mailto:SUDEFLCF@unhcr.org)

### **Important Note:**

Please note that bidders who choose to submit hard copies of their bids, need not send it through email. Bidders who choose to submit bids through email, must ONLY send it to [the above](#) as sending of such information to any other email address will automatically disqualify the bid. Bidders will be responsible for addressing the email correctly and UNHCR will not be responsible for late delivery of email due to any technical problem.

### **IMPORTANT:**

Technical offers and financial offers are to be sent in separate sealed envelopes. Failure to do so may result in disqualification.

Any bid received after the submission deadline or sent to another UNHCR address may be rejected. UNHCR may, at its discretion, extend the deadline for the submission of bids, by advertising in the same newspapers and or UNGM.

**Deadline: 26 September 2021, 23:59 hrs Sudan Time.**

It is your responsibility to verify that all e-mails have been received properly before the deadline. Please note that the e-mail policy employed by UNHCR limits the size of attachments to a **maximum of 20 Mb** so it may be necessary to send more than one e-mail for the whole submission.

**Please indicate in e-mail subject field:**

- **ITB 21-HCR-SDNEL-SUP-ITB-0034**
- **Name of your firm with the title of the attachment (Technical or Financial)**
- **Number of e-mails that are sent (example: 1/3, 2/3, 3/3 etc.).**

**Note: You must send separate emails for the technical and the financial bids.**

UNHCR will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that enough information is available, the bidder shall furnish, as part of

the bid, any descriptive material such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its offer.

**IMPORTANT:**

The Financial offer will only be opened for evaluation if the supplier's technical part of the offer has passed the test and has been accepted by UNHCR as meeting the technical specifications.

**2.7 BID ACCEPTANCE:**

**Bidders must bid for all items on the list**

UNHCR may at its discretion increase or decrease the proposed content when awarding the contract and would not expect a significant variation of the rate submitted. Any such increase or decrease in the contract duration would be negotiated with the successful bidder as part of the finalization of the Purchase Orders for Goods.

UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by UNHCR at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that UNHCR is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to UNHCR's general principles, including economy and efficiency and best value for money.

**2.8. CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS**

Any Purchase Order (PO) issued because of this ITB will be made in the currency of the offer using the UN exchange rate if the currency of the offer is not USD or SDG. Payment will be made in accordance with the General Conditions for the Purchase of Goods and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR business owner.

**2.9 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS**

Please note that the General Conditions of Contracts (**Annex E**) will be strictly adhered to for the purpose of any future contract. The Bidder must confirm the acceptance of these terms and conditions in writing.

**Supply Chain,  
UNHCR Darfur, Sudan**



**UNHCR**United Nations High Commissioner for Refugees  
Haut Commissariat des Nations Unies pour les réfugiésAnnex - A**21-HCR-SDNEL-SUP-ITB-0034**




## Calendar of activities

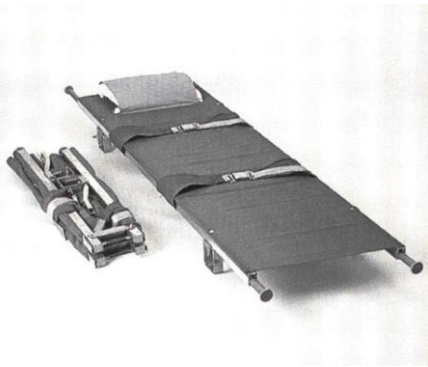


S. #	Action Description	Date	
		From	To
1	Tender available to vendors	5 August 2021	26 September 2021
2	Closing date for Queries		19 September 2021
3	Closing date for submissions		26 September 2021
4	Bid Opening and Evaluation	27 September 2021	15 October 2021
5	Approval of contract	16 October 2021	25 October 2021
6	Issuance of Purchase Order		27 October 2021





The above dates are tentative and may vary from actual dates.





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Annex B - Technical Specifications



Furniture and Medical Equipment for Tina Hospital					
S. No.	Item Discription	Generic Specification	Sample Picture	Unit	Quantity
<b>Wards Equipment</b>					
1	Folding durable single function standard manual hospital bed with mattresses	Overall size 2,050*900*500mm, cold punching rolled steel sheet bed board, iron head/foot board, gross weight 50kg, load capacity 130kg and package size 1970*950*140mm (1 pc in one cartoon)		piece	25
2	Bed side table with drawer	Consists two rustic wood top and a drawer supported by sturdy iron legs, waterproof wooden board, overall dimension 15.75 " x 15.75" x 19.69".		piece	25
3	Dust bins with cover	Dust bins with cover , stainless steel, DIA 10" X 15" H, foot pedal and size 20 ltr.		piece	25




S. No.	Item Discription	Generic Specification	Sample Picture	Unit	Quantity
4	Medical stretcher	<p>Overall dimensions, open 2,232*550*137mm, overall dimensions, folded 1,040*130*180mm, weight 8.9kg, seamless aluminum structure made of tubing (pole) diameter x thickness approximately 30x1.5mm with padded carrying handles frame, stretcher cover; washable, disinfectable canvas, non-absorbent, decay-resistant, easy to maintain, 4 glide feet, 1 pillow bag (for head rest) and 2 safety belts with quick-release clip locks, Non-slip and padded carrying handles, Carry belt: 2 (can be carried like a rucksack when folded) and carrying capacity to 150kg.</p>		piece	5
5	Multi-function Medical Sandard trolley	<p>Overall dimensions (including the 30 mm protruding handles) 620*530*735 mm, two shelves (580*460*225 mm L*W*h), (heights 225/665 mm) and drawer. Stainless steel made.</p>		piece	5
6	Medical Wheelchair	<p>Width opens with 20 inch seat is 26 inch, detachable desk arms and premium swing-away leg rests, Seat-To-floor Height- 19.5 inches, 18" padded nylon seat easy to clean, rear wheel tire type, durable tires feature push-to-lock functionality, calf strap overall dimensions: 42"(L) x 24"(W) x 36"(H); Closed Width: 12.5"; overall seat dimensions: 16x19x18 inches and the seat height is 18 inches.</p>		piece	5

S. No.	Item Discription	Generic Specification	Sample Picture	Unit	Quantity
7	Infusion stand with two holders	Sturdy, functional, design mounted on 5-legged, non-tip 24" diameter aluminum base for stability, Ship's standard fitted with 2" twin wheel casters, Telescopic, stainless steel rod adjusts by positive locking hand wheel and 1" Diameter tubing. Extends to 92.5"		piece	15
8	Hospital capinet, stainless steel, one door two shelves and five drawers.	Drawer interior dimensions: 13.23" *11.73" *2.56". Cabinet interior dimensions: 13.70" *14.76" *22.83" (without adjustable shelf) and 5 Drawers plus 2-compartment cabinet.		piece	25
<b>Blood Bank Equipment</b>					
9	Blood Collection Monitor	Mixing cycle 12-14 cycle/minute, Battery Backup up to 10 Hrs, Volume up to 999 ml, dimensions 280 X 270 X 255mm.		piece	2
10	Tube Sealer	Sealing time 1 - 2 second, Tubing diameter 2 - 6 mm (1/4"), RF cable length 1.8 meters (6"), Indication lamp POWER, SEALING, Operation frequency 40.68 MHz, Power source 100-120/220-240 VAC, Power consumption operating - 200 W, standby - 10 W, Dimension - main unit W 106 x H 150 x D 260 mm (W 4.2" x H 5.9" x D 10.2") / hand unit W 28 x H 44 x D 204 mm (W 1.1" x H 1.8" x D 8.1"), Weight - main unit 3.5 Kg (7.7 lb) / hand unit : 0.2 Kg (0.5 lb) and Temperature - operation 0 - 40 oC (32 - 104 oF).		piece	2



S. No.	Item Discription	Generic Specification	Sample Picture	Unit	Quantity
11	Blood Donation Camping Cot	Weight 15kg, length 5-8 feet, frame material stainless steel, height 2 feet and handling weight capacity 150kg max.		piece	4
12	Blood Donor couch	Size 70"X21", adjustable seat, manual and rotatable.		piece	4
13	Blood Donor chair	Base frame 55cms width and 90cms length, cushioned part 151cms, chair width 71cms, degree of backrest 85 to 165, degree of seat 50 pre tilt fixed, degree of leg rest 0 - 70		piece	4
14	Blood bank Refrigerator	Upright cabinet type, direct cooling, manual defrost mde, refrigerant HC, cooling performance -86, temp range -40 to -86, microprocessor controller, power supply (V/Hz) 208 - 230/50, power (W) 1400, capacity (L/Cu.ft) 578/20.4, gross weight 325/355 kg, interior dimentions 620*716*1310 mm, exterior dimentions 895*998*1980 mm.		piece	2



S. No.	Item Discription	Generic Specification	Sample Picture	Unit	Quantity
15	Refrigerated centrifuge	Max. Speed: 15,000 rpm (200-15,000rpm), increments of 10 rpm, Max. RCF: 21380xg, increments of 10xg, Rotor: 2ml x 24, 0.5ml x 36, PCR8 serial tubes, Temperature Range: -20°C to 40°C, Run Time: 30sec - 99min; pulse & continuous operation, Refrigerant: HFC134a, Power: single-phase, AC 110 - 210V, 60Hz, 10A, Dimensions (HxLxD): 364 mm x 338 mm x 580 mm, Weight: 66.0 lbs.		piece	2
16	Laminer air flow	Material; mild steel/ss 304, powder coated surface, voltage 210, frequency; 50Hz, power 10kw and size 4.5*3.5ft.		piece	3
17	Platelet agitator	Material SS, power 220V, supply ability 10 unit per day, internal dimension (W xD x H) 540x520 x634mm, External Dimension (W xD x H) 640 x 685 x 1185 mm, Insulation thickness 50mm, Battery backup (controller ) Rechareable,8 Hrs (Display, Recorder alarm system), Electrical 220-240 volts, 50 Hz, single phase		piece	2
18	Plasma thawing bath	Voltage frequency 220 V, 50 Hz, method of throwing; water or dry 6-10 bags, temperature control range -60/1 C, rated power 1500 W and size 550*460*450 mm.		piece	2



S. No.	Item Discription	Generic Specification	Sample Picture	Unit	Quantity
19	Cryo bath	Working temperature range -30...+100 °C. Feeding pump for closed external applications. 370 Watts of cooling capacity at +20 °C. Bath tank 27 liters in volume and 200 mm in depth.		piece	2
20	Plasma expressor	Stainless steel cabinet withstand corrosion, wear & tear on continuous usage, Compression plate, clamping: motor activated , Tube sealer with sensor , Type Sensor: infra-red, Operation: Automatic Controlled by PID (Programmable) microprocessor based controlled, Highly sensitive sensor for instant sensing between transfers of blood components, Alarm: audio visual & stop separation if other components transferred, The Expresser is compatible with different types/designs of bags, power requirement: 230 V, 50 HZ Heavy duty frame and construction from stainless steel body for long life. Manual system accepts all kind of Blood Bags.		piece	2


S. No.	Item Discription	Generic Specification	Sample Picture	Unit	Quantity
21+A25:	Elisa reader	<p>Operation: Touch screen, 3 pcs external keys,            Light source: Quartz-halogen lamp 6V/10W            Wavelength: 340-750nm, Equipped with            optical filters: 405,450,492,630nm, Half-            bandwidth of filters: 3~9nm, Read-out range:            0~4.000Abs, Resolution: 0.001 Abs, Accuracy            (405nm): ±1%(0-3Abs), ±2%(3-4Abs), Test            speed: &lt;6s for 96 wells plate, Shaking: 3            modes shaking: slow, medium and fast            User interface: Integrated software or PC            control software, Storage: 200 programs and            100,000 test records, Ports: 3 USB ports, for            PC, printer and USB-disk, Dimensions(W x D x            H): 440 x 295 x 225 mm,            Weight: 10kg</p>		piece	2
22	Plasma freezer	<p>Capacity; 504 L, Temp. Range (Refrigerator)            +2°C to +10°C, external Width (mm) 780,            external Depth (mm) 700, external height            (mm) 2000, weight (kg) 180, Voltage Supply            220-240V 50/60 HZ, 1 Ph,</p>		piece	1
23	Blood Bag	<p>Ethlene oxide sterilization, plastic material,            vacuum blood tube and blood bag type,            capacity 250 - 500 ml</p>		Pack (10 bags)	100
ICU Equipment					



S. No.	Item Discription	Generic Specification	Sample Picture	Unit	Quantity
24	Patient Monitor	Operates on AC power supply as well as built-in battery, five parameter Patient Monitor, portable with complete accessories, monitor (ECG, Respiration, SpO2, NIBP and Temperature), 12" high resolution TFT display with LED backlight with touch screen, simultaneously display of at least 10 waveforms along with related numerical parameters on single screen, have Lithium Battery. More than 3 hour battery Backup, have Adult, Pediatric and neonatal measurement mode, have Protection system against defibrillator discharge, have at least 72-hour ECG waveform data storage and recall with more than 2000 hour data trends, graphics and tabular view.		piece	5
25	Medical Ventilator	Ventilation Parameter range: (Tidal volume 0 - 200ml, frequency 1bpm - 100 bpm, Oxygen concentration 21% - 100%, I/E 4:1 - 1:8, PEEP 0cmH2O, Pressure limit 20 cmH2O - 100 cmH2O). Monitored Parameters: ( Frequency 0/min - 100/min, Tidal volume 0ml - 2500ml, Oxygen concentration 15% - 100%).		piece	5

S. No.	Item Discription	Generic Specification	Sample Picture	Unit	Quantity
26	Suction Machine	<p>Portable  Oil free pump mechanism.  Mobile Suction Unit with twin jars (Polysulfone / Polycarbonate type) of capacity up to 2 or 3 liter each, Autoclave able.  Aspiration rate up to 25-30 liters/minutes or more at 650-900mm.Hg  Vacuum continuously adjustable, Over flow safety device, Change over valve  Suction tubing of silicone with coupling connection for each jar having metal suction tube Yanker type. Noise Level 45 dB or less.  220V/50Hz.  Accessories:  • 10 x bacterial filter  • Original trolley with lockable wheels.</p>		piece	5
27	Nebulizer (ultrasonic)	<p>Operation Mode, Portable  Voltage 240 V</p>		piece	5

S. No.	Item Discription	Generic Specification	Sample Picture	Unit	Quantity
28	wheel stretcher	Hospital manual streatcher		piece	4
29	Full Digital Trolley Ultrasound Scan	<p>Dimensions: 155mm×360mm×370mm; 6.0kg            Package Dimensions: 460mm×370mm×565mm ;            11.5kg Probe Parameters Convex Array Probe UT-C-3.5 Central Frequency: 3.5MHz 2.0MHz, 3.0MHz, 3.5MHz, 5.0MHz TH14.0MHz, Max. Scanning Depth: 295mm.            Abdomen/Obstetrics/Gynecology/Urology Linear Array Probe UT-L-7.5 Central Frequency: 7.5MHz 5.0MHz, 7.5MHz, 10.0MHz, 12.0MHz TH10.0MHz Max. Scanning Depth: 110mm Small Parts/Vascular Transvaginal Probe UT-C-6.5 Central Frequency: 6.5MHz 5.0MHz, 6.0MHz, 7.5MHz, TH18.0MHz,TH19.0MHz Max. Scanning Depth: 110mm Transvaginal Micro-convex Probe UT-C-3.5-R20 Central Frequency: 3.5MHz 2.0MHz, 3.0MHz, 3.5MHz, 5.0MHz H4.0MHz, Max. Scanning Depth: 150mm            Cardiac/Generic/Pediatric.</p>		piece	2

S. No.	Item Discription	Generic Specification	Sample Picture	Unit	Quantity
30		<p>Mattress 3-Sectional, Epoxy Coated Steel square tube with anti rust treatment. Foam mattress with high density covered with PU leather, hygienic and durable. Foot section mounted on silent rails sliding under the main frame. Adjustments of back rest by ratchet. Fixed height 80 cm. Fixing Clamp for anatomical knee crutches. Large Stainless Steel sliding tray for liquid collection under the seat. Central part (Seat) with trendelemburg position with 2 rack for more comfortable, easy and safe delivering. Knock down construction. Accessories included: Mattress Set / Leg Rests (Knee Crutch) / Foot rests / Padded shoulder rest / Hand grips. All section are designed to avoid injuries due to improper use or emergency situation. Sturdy construction. Safe working load 150 Kg. H cm 69/90.</p>		piece	2

**ANNEX C - FINANCIAL OFFER FORM  
INVITATION TO BID: 21-HCR-SDNEL-SUP-ITB 0034**

<b>Furniture and Medical Equipment for Tina Hospital</b>					
<b>S. No.</b>	<b>Item Discription</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Folding durable single function standard manual hospital bed with mattresses	piece	25		
2	Bed side table with drawer	piece	25		
3	Dust bins with cover	piece	25		
4	Medical stretcher	piece	5		
5	Multi-function Medical Sandard trolley	piece	5		
6	Medical Wheelchair	piece	5		
7	Infusion stand with two holders	piece	15		
8	Hospital capinet, stainless steel, one door two shelves and five drawers.	piece	25		
9	Blood Collection Monitor	piece	2		
10	Tube Sealer	piece	2		
11	Blood Donation Camping Cot	piece	4		
12	Blood Donor couch	piece	4		
13	Blood Donor chair	piece	4		
14	Blood bank Refrigerator	piece	2		
15	Refrigerated centrifuge	piece	2		
16	Laminer air flow	piece	3		
17	Platelet agitator	piece	2		
18	Plasma thawing bath	piece	2		
19	Cryo bath	piece	2		
20	Plasma expressor	piece	2		
21	Elisa reader	piece	2		
22	Plasma freezer	piece	1		

**ANNEX C - FINANCIAL OFFER FORM**  
**INVITATION TO BID: 21-HCR-SDNEL-SUP-ITB 0034**

S. No.	Item Discription	Unit	Quantity	Unit Price	Total Price
23	Blood Bag	Pack (10 bags)	100		
24	Patient Monitor	piece	5		
25	Medical Ventilator	piece	5		
26	Suction Machine	piece	5		
27	Nebulizer (ultrasonic)	piece	5		
28	wheel stretcher	piece	4		
29	Full Digital Trolley Ultrasound Scan	piece	2		
30	Delivery table	Piece	2		
<b>TOTAL PRICE</b>					
<b>Any discounts if available</b>					
<b>State the currency of your offer</b>					
<b>Payment terms: Acceptance of UN payment terms (i.e. 30 days net from receipt of documents)</b>		YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>
<b>Confirmation that there is no cancelation or corrective fluid in your prices above</b>		YES	Your offer will be disqualifie	NO	<input checked="" type="checkbox"/>
<b>Offer Validity (minimum 90 days)</b>		.....days			
<b>Company Name</b> _____					
<b>Signature:</b> _____					
<b>Company Stamp:</b> _____					
<b>Designation:</b> _____					



# UNHCR VENDOR REGISTRATION FORM – (Rev. June 18)

(Please refer to the ADDITIONAL INFORMATION FOR COMPLETION on page 4.)

## Section 1: Company Details and General Information

1. Company name (full legal name):	
2. Street Address:  Postal Code:                      City:  Country:	3. P.O. Box and Mailing Address:
4. Tel:	5. Fax:
6. Email:	7. Company Website:
8. Contact Name and Job Title:	
9. Email:	
10. Parent Company (Full legal / officially registered company name):	
11. Names of owner(s) and principals – Subsidiaries / Affiliates / CEO / Managing Director / Managing Member and those with controlling interests if applicable (attach a List if necessary):	
12. International Offices/Representation (Countries where the Company has local Offices/Representation):	
13. Type of Business (Mark one only): Corporate/ Limited: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other (specify):	
14. Nature of Business: Manufacturer: <input type="checkbox"/> Authorised Agent: <input type="checkbox"/> Trader: <input type="checkbox"/> Consulting Company <input type="checkbox"/> Other (specify):	
15. Year Established <sup>1</sup> :	16. Number of Full-time Employees:
17. Licence no./State where registered and validity date:	18. VAT No./Tax I.D.:

## Section 2: Banking Information – *OPTIONAL – to be provided only if payment from UNHCR is expected*

19. Bank Name (and Bank ID if any):	20. Branch Name (and Branch Code if any):
21. Branch Address:	22. Tel. number:
	23. Fax number:
24. Bank Account Number:	25. Account Name <sup>2</sup> :
26. Account currency <sup>3</sup> :	27. Swift/Bank Identifier Code (BIC):
28. International Bank Account Number (IBAN):	
29. Routing Bank details (if applicable): full details to be provided as per above	

<sup>1</sup> 3 years of operation is a minimum.

<sup>2</sup> The Account name is the Name that the Bank uses for the Company. It should be the same as the Company Name as stated in section 1 above. A copy of a Bank Statement matching Vendor Name and Address should be provided.

<sup>3</sup> If multiple bank accounts exist that may be relevant to UNHCR (e.g. in different currencies), please provide full details for each account. A separate proof for each Account should be provided. Payments will only be made to accounts included here. Only one Bank Account per currency can be accepted.

**Section 3: Technical Capability and Information on Goods / Services Offered**

30. For Goods only, do those offered for supply conform to National/International Quality Standards?  
 Yes  No

31. List below up to a maximum of ten (10) of your core Goods/Services offered:

Description (one Line for each Item)	National/International Quality Standard to which Item conforms

**Section 4: Experience**

32. Recent Contracts with the UN and/or other International Aid Organizations:

<u>Organization:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>	<u>Destination:</u>
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____

33. Do you have outstanding bankruptcy, judgment or pending legal action that could impair operating as a *going concern*? Yes  No   
 If available, please provide Credit Rating by Dun and Bradstreet or equivalent:

34. Please list any Disputes and Bankruptcy your Company has been involved in with UN Organizations over the last 3 Years:

**Section 5: UN Global Compact Initiative**

35. Is your company aware of the UN Secretary General's Global Compact initiative, which can be viewed at <http://www.unglobalcompact.org>?  
 Yes  No   
 If yes, have you signed up to this initiative or are you going to sign up to? Please state:

**Section 6: Environment**

36. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a Copy)  
 Yes  No

37. Does your organisation hold any accreditation such as ISO 14001 related to the environment?  
 Yes  No  If yes, please attach a copy.



### Section 7: UN Supplier Code of Conduct

38. Vendor who wish to do business with UNHCR are required to comply with the UN Supplier Code of Conduct. Please download and read the [UN Supplier Code of Conduct](#).

I accept the UN Supplier Code of Conduct.

### Section 8: Official not to benefit

39. By signing this VRF, potential vendors confirm that they have read, understood and will comply with the UNHCR policy on the "zero tolerance" that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm.

Yes

No

Any breach of this clause may lead to the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

### Section 9: Others

40. Is your company already registered with the United Nations Global Marketplace (UNGM)? If so, please provide registration number.

41. Certification:

I, the undersigned, hereby accept the UNHCR General Conditions, a copy of which has been provided to me, and warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

42. **Self-Declaration:** I, the undersigned, declare that:

(a) Our company is not involved in any fraudulent or corrupt activities and has not been in the past, and is not currently under any investigation for any such activities which would render our company unsuitable for business dealing with UNHCR.

(b) Our company is not on, or associated with a company or individual, groups, undertakings and entities that are on the consolidated list established and maintained by the committee established by the UN Resolution No. 1267 ([www.un.org/sc/committees/1267/consolist.html](http://www.un.org/sc/committees/1267/consolist.html)).

(c) Our company is not on, or associated with a company or individual that are subject to the list of Independent Inquiry Committee into United Nations Oil-for-food programme ([www.iic-offp.org](http://www.iic-offp.org)).

(d) Our company is not currently removed, invalidated or suspended by any other UN Headquarters, or Field Offices or any other UN Agencies (including the World Bank)

Name:  
Stamp and Signature:

Functional Title:  
Date:

## ADDITIONAL INFORMATION FOR COMPLETION

The form should be typewritten in uppercase and completed clearly and accurately ensuring that all questions are answered. The numbers below correspond to item numbers on the registration form:

### Section 1:

11. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries & associates if any.
12. Please provide countries where the company has local offices or representation.
15. Year Established: 3 years of operation is a minimum.
17. Provide the license number under which the company is registered, or the State where it is registered and copy of certificate of registration or incorporation.

### Section 2:

25. Name under which the bank account is held (**important:** this should be the company name). Following UNHCR payment policies, any decisions to permit third party payment are at the sole discretion of UNHCR and are subject to detailed scrutiny and special approval. Any proposed different names on the bank account should be clearly explained and fully justified. A copy of a Bank Statement matching Vendor Name and Address should be provided.
26. If multiple bank accounts exist that may be relevant to UNHCR (e.g. in different currencies), please provide full details for each account. A separate proof for each Account should be provided. Payments will only be made to accounts included here. Only one Bank Account per currency can be accepted.
27. Bank Identifier is transit number for US and Canada and Swift code for Europe and the rest of the world.
28. International Bank Account Number (IBAN).
29. Should a routing be required for international payments, please provide full details of intermediate bank(s).

### Section 3:

30. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.

### Section 4:

32. Enter the name(s) of UN organizations which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract.

### Section 5:

35. Please confirm if your company is aware of the UN Global Compact Initiatives – ten universally accepted principles of Human Rights, Labour, Environment and Anti-Corruption – by marking Yes or No. Also, please state if you have signed up to this initiative or you intend to do so.

### Section 6:

36. The Earth Summit, held in Rio de Janeiro in 1992, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.e. towards promoting environmental sensitive procurement policies for goods and services. Please indicate whether your company has a written statement of its Environmental Policy and, if so, please provide a copy.

### Section 8:

39. Official benefits: UNHCR adopted "zero tolerance" policy that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm your acceptance by answering Yes or No if otherwise.

### Section 9:

41. Please read carefully the enclosed UNHCR General Term and Conditions, as signing of the form signifies acceptance. The form should be stamped and signed by the person completing it and their name and title should be typed, along with the date.



## GENERAL CONDITIONS OF CONTRACT

### CONTRACTS FOR THE PROVISION OF GOODS

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Office of the High Commissioner for Refugees (“UNHCR”) and the Contractor shall also each be referred to as a “Party” hereunder, and:
  - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, UNHCR, as a subsidiary organ of the United Nations, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
  - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNHCR, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNHCR in connection with the performance of its obligations under the Contract. Should any authority external to UNHCR seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNHCR in writing and provide all reasonable assistance required by UNHCR. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNHCR, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNHCR.
3. **ASSIGNMENT:**
  - 3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNHCR. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNHCR. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under the Contract, except with the prior written consent of UNHCR. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNHCR.
  - 3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor’s operations, *provided that*:
    - 3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,
    - 3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor’s assets or ownership interests; *and*,
    - 3.2.3 the Contractor promptly notifies UNHCR about such assignment or transfer at the earliest opportunity; *and*,
    - 3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNHCR following the assignment or transfer.
4. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNHCR. UNHCR shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNHCR reasonably considers is not qualified to perform obligations under the Contract. UNHCR shall have the right to require any subcontractor’s removal from UNHCR premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the

Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNHCR. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.
6. **PURCHASE OF GOODS:** The following conditions shall apply:
  - 6.1 **DELIVERY OF GOODS:** The Contractor shall hand over or make available the goods, and UNHCR shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNHCR such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNHCR in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNHCR.
  - 6.2 **INSPECTION OF THE GOODS:** If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNHCR when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNHCR or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNHCR or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.
  - 6.3 **PACKAGING OF THE GOODS:** The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNHCR as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.
  - 6.4 **TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNHCR receives all necessary transport documents in a timely manner so as to enable UNHCR to take delivery of the goods in accordance with the requirements of the Contract.
  - 6.5 **WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNHCR stated in or arising under the Contract, the Contractor warrants and represents that:
    - 6.5.1 The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;
    - 6.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNHCR with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;



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- 6.5.3 The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
- 6.5.4 The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- 6.5.5 The goods are new and unused;
- 6.5.6 All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNHCR in accordance with the Contract;
- 6.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNHCR that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNHCR for the purchase price paid for the defective goods; and,
- 6.5.8 The Contractor shall remain responsive to the needs of UNHCR for any services that may be required in connection with any of the Contractor's warranties under the Contract.
- 6.6 **ACCEPTANCE OF GOODS:** Under no circumstances shall UNHCR be required to accept any goods that do not conform to the specifications or requirements of the Contract. UNHCR may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNHCR be obligated to accept any goods unless and until UNHCR has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that UNHCR shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UNHCR in fact provides such written acceptance. In no case shall payment by UNHCR in and of itself constitute acceptance of the goods.
- 6.7 **REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to UNHCR under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNHCR, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UNHCR of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNHCR:
- 6.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNHCR; *or*,
- 6.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; *or*,
- 6.7.3 replace the goods with goods of equal or better quality; *and*,
- 6.7.4 pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNHCR.
- 6.8 In the event that UNHCR elects to return any of the goods for the reasons specified in Article 6.7, above, UNHCR may procure the goods from another source. In addition to any other rights or remedies available to UNHCR under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNHCR shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.
- 6.9 **TITLE:** The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to UNHCR upon delivery of the goods and their acceptance by UNHCR in accordance with the requirements of the Contract.
- 6.10 **EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNHCR under the Contract. The Contractor shall procure any such export license in an expeditious

manner. Subject to and without any waiver of the privileges and immunities of UNHCR, UNHCR shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly inform UNHCR in writing and consult with UNHCR to enable UNHCR to take appropriate measures to resolve the matter.

**7. INDEMNIFICATION:**

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

7.1.1 allegations or claims that the possession of or use by UNHCR of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNHCR under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

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

7.2 The indemnity set forth in Article 7.1.1, above, shall not apply to:

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

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

7.3 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend UNHCR and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

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

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

7.5.1 procure for UNHCR the unrestricted right to continue using such goods or services provided to UNHCR;

7.5.2 replace or modify the goods or services provided to UNHCR, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,



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7.5.3 refund to UNHCR the full price paid by UNHCR for the right to have or use such goods, property or services, or part thereof.

**8. INSURANCE AND LIABILITY:**

- 8.1 The Contractor shall pay UNHCR promptly for all loss, destruction, or damage to the property of UNHCR caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- 8.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
- 8.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
- 8.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
- 8.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,
- 8.2.4 such other insurance as may be agreed upon in writing between UNHCR and the Contractor.
- 8.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
- 8.4 The Contractor acknowledges and agrees that UNHCR accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
- 8.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNHCR, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
- 8.5.1 name UNHCR as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
- 8.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNHCR;
- 8.5.3 provide that UNHCR shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,
- 8.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNHCR.
- 8.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 8.7 Except for any self-insurance program maintained by the Contractor and approved by UNHCR for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNHCR. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNHCR with evidence, in the form of certificate of insurance or such other form as UNHCR may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNHCR reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the



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Contractor under the Contract. Notwithstanding the provisions of Article 8.5.3, above, the Contractor shall promptly notify UNHCR concerning any cancellation or material change of insurance coverage required under the Contract.

- 8.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
9. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNHCR.
10. **EQUIPMENT FURNISHED BY UNHCR TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNHCR to the Contractor for the performance of any obligations under the Contract shall rest with UNHCR, and any such equipment shall be returned to UNHCR at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNHCR, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNHCR for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
11. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 11.1 Except as is otherwise expressly provided in writing in the Contract, UNHCR 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 UNHCR under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNHCR.
- 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, UNHCR does not and shall not claim any ownership interest thereto, and the Contractor grants to UNHCR 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 UNHCR, 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 UNHCR 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 UNHCR, shall be made available for use or inspection by UNHCR at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNHCR authorized officials on completion of work under the Contract.
12. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS OR OF UNHCR:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the United Nations or UNHCR, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or of UNHCR, or any abbreviation of the name of the United Nations or of UNHCR in connection with its business or otherwise without the written permission of UNHCR.
13. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient")



during the course of performance of the Contract, and that is designated as confidential (“Information”)<sup>1</sup>, 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 UNHCR, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

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 UNHCR, the Contractor will give UNHCR sufficient prior notice of a request for the disclosure of Information in order to allow UNHCR 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 UNHCR may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

13.5 The Recipient shall not be precluded from disclosing Information that is (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) 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.

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<sup>1</sup> Information and data that is considered by UNHCR as proprietary and confidential includes, but is not limited to, data pertaining to refugees and persons of concern to UNHCR.

#### 14. 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 affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 14.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNHCR shall have the right to suspend or terminate the 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. In any case, UNHCR shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 14.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNHCR is engaged in, preparing to engage in, or disengaging from any 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. TERMINATION:

- 15.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 18 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 15.2 UNHCR may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNHCR applicable to the performance of the Contract or the funding of UNHCR applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNHCR may terminate the Contract without having to provide any justification therefor.
- 15.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNHCR, the Contractor shall, except as may be directed by UNHCR in the notice of termination or otherwise in writing:
- 15.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
  - 15.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
  - 15.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNHCR and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
  - 15.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;



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- 15.3.5 transfer title and deliver to UNHCR the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
  - 15.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNHCR thereunder;
  - 15.3.7 complete performance of the work not terminated; *and*,
  - 15.3.8 take any other action that may be necessary, or that UNHCR may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNHCR has or may be reasonably expected to acquire an interest.
- 15.4 In the event of any termination of the Contract, UNHCR shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNHCR shall not be liable to pay the Contractor except for those goods delivered and services provided to UNHCR in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNHCR or prior to the Contractor's tendering of notice of termination to UNHCR.
- 15.5 UNHCR may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 15.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
  - 15.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
  - 15.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
  - 15.5.4 a receiver is appointed on account of the insolvency of the Contractor;
  - 15.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
  - 15.5.6 UNHCR reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 15.6 Except as prohibited by law, the Contractor shall be bound to compensate UNHCR for all damages and costs, including, but not limited to, all costs incurred by UNHCR in any legal or non-legal proceedings, as a result of any of the events specified in Article 15.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNHCR of the occurrence of any of the events specified in Article 15.5, above, and shall provide UNHCR with any information pertinent thereto.
- 15.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of UNHCR under the Contract or otherwise.
16. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
17. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNHCR shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNHCR shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

## 18. SETTLEMENT OF DISPUTES:

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

18.2 **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 18.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 34 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

19. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).

## 20. TAX EXEMPTION:

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

20.2 The Contractor authorizes UNHCR to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNHCR before the payment thereof and UNHCR has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNHCR with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNHCR shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNHCR and paid by the Contractor under written protest.

21. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNHCR, as such obligations are set forth in vendor registration procedures.

## 22. MODIFICATIONS:

22.1 The Director of the Division for Emergency and Supply Management, or such other contracting authority as UNHCR has made known to the Contractor in writing, possesses the authority to agree on behalf of UNHCR to any modification of or change in the Contract, 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 the Contract shall be valid and enforceable against UNHCR unless provided by a valid written amendment to the

Contract signed by the Contractor and the Director of the Division for Emergency and Supply Management or such other contracting authority.

22.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 22.1, above.

22.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNHCR nor in any way shall constitute an agreement by UNHCR thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 22.1, above.

### 23. AUDITS AND INVESTIGATIONS:

23.1 Each invoice paid by UNHCR shall be subject to a post-payment audit by auditors, whether internal or external, of UNHCR or by other authorized and qualified agents of UNHCR 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. UNHCR shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNHCR other than in accordance with the terms and conditions of the Contract.

23.2 The Contractor acknowledges and agrees that, from time to time, UNHCR may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of UNHCR 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 relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNHCR access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNHCR hereunder.

### 24. LIMITATION ON ACTIONS:

24.1 Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 18.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

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

25. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. 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 UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

26. **MINES:** The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any), is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. 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 UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
27. **SEXUAL EXPLOITATION:**
- 27.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 27.2 UNHCR 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.
28. **EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO UNHCR:** The Contractor warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on UNHCR and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNHCR to ensure the protection of refugees and other persons of concern to UNHCR. The Contractor hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to UNHCR. The failure of the Contractor to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, at no cost to UNHCR.
29. **PAYMENT INSTRUCTIONS:** UNHCR shall, on the fulfillment of the delivery terms, unless otherwise provided in the Contract or purchase order, make payment by bank transfer within thirty days of receipt of the Contractor's invoice for the goods and copies of any other documentation specified in the Contract. Payment against the invoice referred to above will reflect any discount shown under the payment terms agreed among the parties, provided payment is made within the period required by such payment terms. The prices shown in the Contract or the purchase order may not be increased except by express written agreement of UNHCR. Documents are to be sent to the address indicated in the Contract or purchase order.

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## UN SUPPLIER CODE OF CONDUCT

**UN Charter:** The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as the overarching goals that suppliers to the UN are expected to achieve.

**Global Compact:** At the World Economic Forum, Davos, on 31 January 1999, the UN Secretary-General challenged world business leaders to "embrace and enact" the Global Compact, both in their individual corporate practices and by supporting appropriate public policies. The Global Compact's operational phase was launched at UN Headquarters in New York on 26 July 2000. During the first Global Compact Leaders Summit, held on 24 June 2004 at UN Headquarters in New York, the Secretary-General announced the addition of a tenth principle against corruption. The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The United Nations strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and for more information on the ten principles, can visit the Global Compact website at [www.unglobalcompact.org](http://www.unglobalcompact.org).

**International Labor Organization (ILO) Core Labor Conventions:** The Labour Conventions as established by the tripartite UN affiliated agency, the ILO, have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN, will adhere to the spirit of its Charter, and the core principles of the ILO Conventions. The full text of the ILO Conventions can be accessed by accessing the ILO electronic database<sup>1</sup>.

**Continuous Improvement:** The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. It is the expectation of the UN that suppliers adhere to all laws, rules and regulations, and strive to exceed both international and industry best practices. The UN recognizes that reaching the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions.

**Monitoring and Evaluation:** The UN may conduct on-site evaluations and inspections of its supplier's facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of the UN that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with the UN. Notwithstanding the aspirational character of the principles contained in this Code of Conduct, UN Suppliers must understand that if they are awarded a contract with the United Nations, the United Nations General Conditions of Contract are an essential part of UN contracts and, therefore, legally enforceable against UN contractors.

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<sup>1</sup> [www.ilo.org/ilolex/english/convdisp2.htm](http://www.ilo.org/ilolex/english/convdisp2.htm).

1. **Supplier Relationships:** The provisions of this Code of Conduct set forth the expectations of all suppliers with whom the UN does business. The UN expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. The UN expects that suppliers ensure that this Code of Conduct is communicated to the employees and subcontractors of all suppliers, and that it is done in the local language and in a manner that is understood by all.
2. **Promoting the Principles of this Code of Conduct:** The UN expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to annually communicate their progress to stakeholders.
3. **Subcontracting:** The UN expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

#### **Labour:**

4. **Freedom of Association and Collective Bargaining:** The UN expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core ILO conventions *Freedom of Association and Protection of the Right to Organise Convention, (C 87, 1948)* and *Right to Organise and Collective Bargaining Convention, (C.98-1949)*. The UN recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.
5. **Forced Labor:** The UN expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with ILO conventions pertaining to forced labor: *Forced Labour Convention, (c.29-1930)* and *Abolition of Forced Labour Convention, (C.105-1957)*. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification; passports or work permits as a condition of employment.
6. **Child Labor:** The UN expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, *the ILO Minimum Age Convention (C.138-1973)* or *the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182-1999)*. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.
7. **Discrimination:** The UN does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status.



Consistent with the principles espoused in ILO Conventions on Discrimination (Discrimination (Employment and Occupation) Convention, C.111-1958) and Equal Remuneration (Equal Remuneration Convention, C. 100-1951), the UN also discourages discrimination regarding access to training, promotion, and rewards.

8. **Working Hours:** The UN expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.
9. **Compensation:** The UN expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits

#### **Human Rights:**

10. **Human Rights:** The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.
11. **Harassment, Harsh or Inhumane Treatment:** The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.
12. **Health and Safety:** The UN expects its suppliers to follow all relevant legislation, regulations and directives in country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems and guidelines such as the *ILO Guidelines on Occupational Safety and Health (ILO-OSH-2001)* which can be found at ILO's website<sup>2</sup> and ensure at a minimum, reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.
13. **Mines:** We expect UN suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Environment:**

14. **Environmental:** The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

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<sup>2</sup> [www.ilo.org/public/english/protection/safework/managmnt/guide.htm](http://www.ilo.org/public/english/protection/safework/managmnt/guide.htm)

- 15. Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
- 16. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- 17. Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
- 18. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

**Bribery & Corruption:**

- 19. Corruption:** The UN expects UN suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.
- 20. Conflict of Interest:** UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.
- 21. Gifts and Hospitality:** The UN has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality. The UN will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The UN expects UN suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to a UN staff member in order to facilitate the suppliers business with the UN.
- 22. Post employment restrictions:** Post-employment restrictions apply to UN former staff members and to staff in service who participated in the procurement process, as well as to UN suppliers. For a period of one year following separation from service, former staff members are prohibited from seeking or accepting employment, from a UN supplier. Staff members in service must also refrain from accepting any future employment from a UN supplier, with whom they have been involved with. In case of violations of these provisions, UN Suppliers may be subject to having their registration as a qualified supplier with the United Nations barred, suspended or terminated.

**We encourage UN suppliers to communicate to us any actions taken to improve its business practices and to send us suggestions about how can the UN best contribute to the implementation of the principles set out in this Code of Conduct.**

**Contacts:**

**Any questions related to this Code of Conduct can be addressed to the Director, Procurement Division.**

**INVITATION TO BID: 21-HCR-SDNEL-SUP-RFP 0034**  
**Annex G -Technical Offer Form.**  
To be completed and submitted in the technical offer.

<b>Furniture and Medical Equipment for Tina Hospital</b>					
<b>S. No.</b>	<b>Item Discription</b>	<b>Generic Specification</b>	<b>State the brand name of the Equipment you are proposing</b>	<b>State the model</b>	<b>State the warranty terms</b>
1	Folding durable single function standard manual hospital bed with mattresses	Overall size 2,050*900*500mm, cold punching rolled steel sheet bed board, iron head/foot board, gross weight 50kg, load capacity 130kg and package size 1970*950*140mm (1 pc in one cartoon)			
2	Bed side table with drawer	Consists two rustic wood top and a drawer supported by sturdy iron legs, waterproof wooden board, overall dimension 15.75 " x 15.75" x 19.69".			
3	Dust bins with cover	Dust bins with cover , stainless steel, DIA 10" X 15" H, foot pedal and size 20 ltr.			
4	Medical stretcher	Overall dimensions, open 2,232*550*137mm, overall dimensions, folded 1,040*130*180mm, weight 8.9kg, seamless aluminum structure made of tubing (pole) diameter x thickness approximately 30x1.5mm with padded carrying handles frame, stretcher cover; washable, disinfectable canvas, non-absorbent, decay-resistant, easy to maintain, 4 glide feet, 1 pillow bag (for head rest) and 2 safety belts with quick-release clip locks, Non-slip and padded carrying handles, Carry belt: 2 (can be carried like a rucksack when folded) and carrying capacity to 150kg.			
5	Multi-function Medical Sandard trolley	Overall dimensions (including the 30 mm protruding handles) 620*530*735 mm, two shelves (580*460*225 mm L*W*h), (heights 225/665 mm) and drawer. Stainless steel made.			
6	Medical Wheelchair	Width opens with 20 inch seat is 26 inch, detachable desk arms and premium swing-away leg rests, Seat-To-floor Height- 19.5 inches, 18" padded nylon seat easy to clean, rear wheel tire type, durable tires feature push-to-lock functionality, calf strap overall dimensions: 42"(L) x 24"(W) x 36"(H); Closed Width: 12.5"; overall seat dimensions: 16x19x18 inches and the seat height is 18 inches.			
7	Infusion stand with	Sturdy, functional, design mounted on 5-legged, non-tip 24" diameter aluminum base for stability, Ship's standard fitted with 2" twin wheel casters, Telescopic, stainless steel rod adjusts by positive locking hand wheel and 1" Diameter tubing. Extends to 92.5"			
8	Hospital capinet, stainless steel, one door two shelves and five drawers.	Drawer interior dimensions: 13.23" *11.73" *2.56". Cabinet interior dimensions: 13.70" *14.76" *22.83" (without adjustable shelf) and 5 Drawers plus 2-compartment cabinet.			
9	Blood Collection Monitor	Mixing cycle 12-14 cycle/minute, Battery Backup up to 10 Hrs, Volume up to 999 ml, dimensions 280 X 270 X 255mm.			
10	Tube Sealer	Sealing time 1 – 2 second, Tubing diameter 2 – 6 mm (1/4"), RF cable length 1.8 meters (6"), Indication lamp POWER, SEALING, Operation frequency 40.68 MHz, Power source 100-120/220-240 VAC, Power consumption operating – 200 W, standby – 10 W, Dimension – main unit W 106 x H 150 x D 260 mm (W 4.2" x H 5.9" x D 10.2") / hand unit W 28 x H 44 x D 204 mm (W 1.1" x H 1.8" x D 8.1"), Weight – main unit 3.5 Kg (7.7 lb) / hand unit : 0.2 Kg (0.5 lb) and Temperature – operation 0 – 40 oC (32 – 104 oF).			
11	Blood Donation Camping Cot	Weight 15kg, length 5-8 feet, frame material stainless steel, height 2 feet and handling weight capacity 150kg max.			

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12	Blood Donor couch	Size 70”X21”, adjustable seat, manual and rotatable.			
13	Blood Donor chair	Base frame 55cms width and 90cms length, cushioned part 151cms, chair width 71cms, degree of backrest 85 to 165, degree of seat 50 pre tilt fixed, degree of leg rest 0 - 70			
14	Blood bank Refrigerator	Upright cabinet type, direct cooling, manual defrost mde, refrigerant HC, cooling performance -86, temp range -40 to -86, microprocessor controller, power supply (V/Hz) 208 - 230/50, power (W) 1400, capacity (L/Cu.ft) 578/20.4, gross weight 325/355 kg, interior dimentions 620*716*1310 mm, exterior dimentions 895*998*1980 mm.			
15	Refrigerated centrifuge	Max. Speed: 15,000 rpm (200-15,000rpm), increments of 10 rpm, Max. RCF: 21380xg, increments of 10xg, Rotor: 2ml x 24, 0.5ml x 36, PCR8 serial tubes, Temperature Range: -20°C to 40°C, Run Time: 30sec - 99min; pulse & continuous operation, Refrigerant: HFC134a, Power: single-phase, AC 110 - 210V, 60Hz, 10A, Dimensions (HxLxD): 364 mm x 338 mm x 580 mm, Weight: 66.0 lbs.			
16	Laminer air flow	Material; mild steel/ss 304, powder coated surface, voltage 210, frequency; 50Hz, power 10kw and size 4.5*3.5ft.			
17	Platelet agitator	Material SS, power 220V, supply ability 10 unit per day, internal dimension (W xD x H) 540x520 x634mm, External Dimension (W xD x H) 640 x 685 x 1185 mm, Insulation thickness 50mm, Battery backup (controller ) Rechareable,8 Hrs (Display, Recorder alarm system), Electrical 220-240 volts, 50 Hz, single phase			
18	Plasma thawing bath	Voltage frequency 220 V, 50 Hz, method of throwing; water or dry 6-10 bags, temperature control range -60/1 C, rated power 1500 W and size 550*460*450 mm.			
19	Cryo bath	Working temperature range -30...+100 °C. Feeding pump for closed external applications. 370 Watts of cooling capacity at +20 °C. Bath tank 27 liters in volume and 200 mm in depth.			
20	Plasma expressor	Stainless steel cabinet withstand corrosion, wear &tear on continuous usage, Compression plate, clamping: motor activated , Tube sealer with sensor , Type Sensor: infra-red, Operation: Automatic Controlled by PID (Programmable) microprocessor based controlled, Highly sensitive sensor for instant sensing between transfers of blood components, Alarm: audio visual & stop separation if other components transferred, The Expresser is compatible with different types/designs of bags, power requirement: 230 V, 50 HZ Heavy duty frame and construction from stainless steel body for long life. Manual system accepts all kind of Blood Bags.			
21	Elisa reader	Operation: Touch screen, 3 pcs external keys, Light source: Quartz-halogen lamp 6V/10W Wavelength: 340-750nm, Equipped with optical filters: 405,450,492,630nm, Half-bandwidth of filters: 3~9nm, Read-out range: 0~4.000Abs, Resolution: 0.001 Abs, Accuracy (405nm): ±1%(0-3Abs), ±2%(3-4Abs), Test speed: <6s for 96 wells plate, Shaking: 3 modes shaking: slow, medium and fast User interface: Integrated software or PC control software, Storage: 200 programs and 100,000 test records, Ports: 3 USB ports, for PC, printer and USB-disk, Dimensions(W x D x H): 440 x 295 x 225 mm, Weight: 10kg			

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22	Plasma freezer	Capacity; 504 L, Temp. Range (Refrigerator) +2°C to +10°C, external Width (mm) 780, external Depth (mm) 700, external height (mm) 2000, weight (kg) 180, Voltage Supply 220-240V 50/60 HZ, 1 Ph,			
23	Blood Bag	Ethlene oxide sterilization, plastic material, vacuum blood tube and blood bag type, capacity 250 - 500 ml			
24	Patient Monitor	Operates on AC power supply as well as built-in battery, five parameter Patient Monitor, portable with complete accessories, monitor (ECG, Respiration, SpO2, NIBP and Temperature), 12" high resolution TFT display with LED backlight with touch screen, simultaneously display of at least 10 waveforms along with related numerical parameters on single screen, have Lithiumion Battery. More than 3 hour battery Backup, have Adult, Pediatric and neonatal measurement mode, have Protection system against defibrillator discharge, have at least 72-hour ECG waveform data storage and recall with more than 2000 hour data trends, graphics and tabular view.			
25	Medical Ventilator	Ventilation Parameter range: (Tidal volume 0 – 200ml, frequency 1bpm – 100 bpm, Oxygen concentration 21% - 100%, I/E 4:1 – 1:8, PEEP 0cmH2O, Pressure limit 20 cmH2O – 100 cmH2O). Monitored Parameters: ( Frequency 0/min – 100/min, Tidal volume 0ml – 2500ml, Oxygen concentration 15% - 100%).			
26	Suction Machine	Portable Oil free pump mechanism. Mobile Suction Unit with twin jars (Polysulfone / Polycarbonate type) of capacity up to 2 or 3 liter each, Autoclave able. Aspiration rate up to 25-30 liters/minutes or more at 650-900mm.Hg Vacuum continuously adjustable, Over flow safety device, Change over valve Suction tubing of silicone with coupling connection for each jar having metal suction tube Yanker type. Noise Level 45 dB or less. 220V/50Hz. Accessories: •10 x bacterial filter •Original trolley with lockable wheels.			
27	Nebulizer (ultrasonic)	Operation Mode, Portable Voltage 240 V			
28	wheel stretcher	Hospital manual stretcher			
29	Full Digital Trolley	Dimensions: 155mm×360mm×370mm; 6.0kg Package Dimensions: 460mm×370mm×565mm ; 11.5kg Probe Parameters Convex Array Probe UT-C-3.5 Central Frequency: 3.5MHz 2.0MHz, 3.0MHz, 3.5MHz, 5.0MHz TH4.0MHz, Max. Scanning Depth: 295mm. Abdomen/Obstetrics/Gynecology/Urology Linear Array Probe UT-L-7.5 Central Frequency: 7.5MHz 5.0MHz, 7.5MHz, 10.0MHz, 12.0MHz TH10.0MHz Max. Scanning Depth: 110mm Small Parts/Vascular Transvaginal Probe UT-C-6.5 Central Frequency: 6.5MHz 5.0MHz, 6.0MHz, 7.5MHz, TH8.0MHz, TH9.0MHz Max. Scanning Depth: 110mm Transvaginal Micro-convex Probe UT-C-3.5-R20 Central Frequency: 3.5MHz 2.0MHz, 3.0MHz, 3.5MHz, 5.0MHz H4.0MHz, Max. Scanning Depth: 150mm Cardiac/Generic/Pediatric.			

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30	Delivery table	Mattress 3-Sectional, Epoxy Coated Steel square tube with anti rust treatment. Foam mattress with high density covered with PU leather, hygienic and durable. Foot section mounted on silent rails sliding under the main frame. Adjustments of back rest by ratchet. Fixed height 80 cm. Fixing Clamp for anatomical knee crutches. Large Stainless Steel sliding tray for liquid collection under the seat. Central part (Seat) with trendelemburg position with 2 rack for more comfortable, easy and safe delivering. Knock down construction. Accessories included: Mattress Set / Leg Rests (Knee Crutch) / Foot rests / Padded shoulder rest / Hand grips. All section are designed to avoid injuries due to improper use or emergency situation. Sturdy construction. Safe working load 150 Kg. H cm 69/90.			
<b>Other Information pertaining to our Quotation are as follows:</b>				<b>Yes, we will comply OR State as</b>	<b>No, we cannot comply (state as required)</b>
<b>Production/Delivery capacity acceptable:</b> The bidder shall state the delivery lead-time (Maximum 4 months from the issuance of purchase order by UNHCR). Earlier delivery time will be preferred.					
<b>Valid Quality Certificate of products e.g., FDA, CE, JIS ISO 13485 or certificate issued by a State Quality Certification Agency from the country of manufacture on behalf of manufacturer submitted?</b>					
<b>Delivery, installation, commissioning and training at the following in Tina?</b>					
<b>Warranty/Guarantee: Defects and liability period with terms of warranty for all applicable items included as mentioned in Annex-B</b>					
<b>Country of Origin of the Supplier and place of Manufacture:</b> (The bidder shall state the country of origin of the supplier and the place of manufacture)					
<b>Offer Validity (180 calendar days)</b>					
<b>Acceptance of UNHCR General Terms and Conditions for Goods accepted</b>					
<b>Acceptance to offer goods as per the Technical Specification as in Annex B1 and B2.</b>					
<b>Acceptance to Abide by the UN Supplier code of conduct?</b>					
<b>Acceptance to submid a performance bond of 10% of the contract price if selected?</b>					
<b>Company Name</b> _____					
<b>Signature:</b> _____					
<b>Company Stamp:</b>					
<b>Designation:</b> _____					