

## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



### Invitation to Bid

Jerusalem, 6 December 2007

Dear Sir/Madam,

Subject: **Procurement and Supply of Autoclave System and Various Medical Items**

1. We hereby solicit your bid for the supply of Autoclave System and Various Medical Items.
2. To enable you to submit a bid, please find enclosed:

Annex I. Instructions to Bidders  
Annex II. Bid Data Sheet  
Annex III. General Terms and Conditions  
Annex IV. Special Conditions  
Annex V. Schedule of Requirements  
Annex VI. Technical Specifications  
Annex VII. Bid Submission Form  
Annex VIII. Price Schedule

3. Interested Bidders may obtain further information at the following address:

Contact Person: Rania Nubani / Contract & Procurement Engineer  
Name of Office: UNDP/PAPP Office  
E-Mail: rania.nubani@undp.org

4. Bids must be delivered to one of the following addresses on or before **Thursday, 17 January 2008 @ 11:00 hours (Jerusalem time)**. Late bids shall be rejected.

Ramallah	East Jerusalem	Gaza
UNDP/PAPP Tokyo Street Ramallah Telephone: 972 2 2974603/4 Facsimile: 972 2 2974605	UNDP/PAPP 4A Ya'qubi Street Jerusalem Telephone: 972 2 6268200. Facsimile: 972 2 6268222 / 3	UNDP/PAPP Omar Bin Abdul Aziz Street Gaza Telephone: 972 8 2822167 Facsimile: 972 8 2822021

5. Bids will be opened in the presence of Bidders' Representatives, who chose to attend at the addresses, date and time indicated above simultaneously.
6. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

  
Khaled Shahwan

Deputy Special Representative / Operations

## INSTRUCTIONS TO BIDDERS

### A. Introduction

1. **General:** The Purchaser invites Sealed Bids for the supply of **Autoclave System and Various Medical Items** to the UN system.
2. **Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bids.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than **fourteen (14) Days** prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.
6. **Amendments of Solicitation Documents:** No later than **Five (5) Days** prior to the Deadline for Submission of Bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Bids.

### C. Preparation of Bids

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity shall be written in the language indicated on the Bid Data Sheet.
8. **Documents Comprising the Bid:**

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Annexure V, VI and VIII and clause 11 of Instructions to Bidders;
- (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,
- (d) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;

9. **Documents Establishing Bidder's Eligibility and Qualifications:**

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.

**10. Documents Establishing Goods' Conformity to Bidding Documents:**

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods.

11. **Bid Currencies/Bid Prices:** All prices shall be quoted in US dollars or any other convertible currency. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.

12. **Period of Validity of Bids:** Bids shall remain valid for **120 days** after the date of Bid Submission prescribed by the procuring UN entity pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring UN entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

13. **Bid Security:** N/A

**D. Submission of Bids**

14. **Format and Signing of Bid:** The Bidder shall prepare two copies of the Bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

15. **Sealing and Marking of Bids:**

15.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in the **Invitation Letter** of these Solicitation Documents; and
- (b) make reference to the "subject" indicated in the **Invitation Letter** of these Solicitation Documents, and a statement: "DO NOT OPEN BEFORE", to be completed with the time and the date specified in section I of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.

15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

16. **Deadline for Submission of Bids/Late Bids:**

16.1 Bids must be delivered to the office on or before the date and time specified in the **Invitation Letter** of these Solicitation Documents.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the Purchaser after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

17. **Modification and Withdrawal of Bids:** The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by the procuring UN entity prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

## **E. Opening and Evaluation of Bids**

### **18. Opening of Bids:**

18.1 The Purchaser will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in section I of this Solicitation Document. The Bidders' Representatives who are present shall sign a register evidencing their attendance.

18.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.

18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4 The Purchaser will prepare minutes of the Bid Opening.

19. **Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids the procuring UN entity may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

### **20. Preliminary Examination:**

20.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

20.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

20.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. **Conversion to Single Currency:** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.

22. **Evaluation of Bids:** Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.4	Compliance with delivery deadlines set by the procuring entity.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).

#### F. Award of Contract

23. **Award Criteria:** The procuring UN entity will Issue the Purchase Order to the **Lowest Priced Technically Qualified Bidder**. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.
24. **Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 15% the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order. The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this purchase order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order.
26. **Signing of the Purchase Order:** Within 30 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the purchaser.
27. **Performance Security:** The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, within **Seven (7) days** of receipt of the Purchase Order from the purchaser.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.

## BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Language of the Bid	<input checked="" type="checkbox"/> English
Bid & Contract Currency	<input checked="" type="checkbox"/> US Dollars
Bid Price	<p>The prices quoted shall be as per following INCOTERMS 2000 and place:</p> <input checked="" type="checkbox"/> CIP <input checked="" type="checkbox"/> Place: <div style="text-align: center;">Government Hospital in Ramallah, West Bank, Occupied Palestinian territory (oPt)</div>
Documents Establishing Bidder's Eligibility & Qualifications	<input checked="" type="checkbox"/> Required: <ul style="list-style-type: none"> <li>▪ Balance sheet of the bidder for the last three years;</li> <li>▪ The bidder shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.</li> <li>▪ The Bidder shall provide complete technical details of the goods quoted including make, origin, year of production, standard, class, detailed technical catalogue, other specifications, details on quality certification and must be all filled in under Annex VI (Technical Specifications).</li> <li>▪ International bidder with an office or employee stationed in the country shall provide proof of certification of authority, and any required registration, to transact business in the Country. Bidder's Registration Number shall be provided on the Bid Submission Form.</li> <li>▪ Certificate from related authorities that supplier is qualified to sell and maintain the required machines &amp; spare parts.</li> <li>▪ Registration with Ministry of Finance and submittal of valid tax clearance certificate.</li> <li>▪ Company registration certificate with Ministry of Commerce, Trading &amp; Industry.</li> <li>▪ Company profile.</li> <li>▪ Bidder must have a minimum of five (5) years of experience supplying the proposed items. Bidder to supply three (3) or more references of customers for whom they have supplied/installed items, preferably over 5 years ago, as proof of competency, longevity and reliability of equipment.</li> <li>▪ The Bidders shall state details on delivery schedule.</li> <li>▪ Bidders shall quote for one model only per item meeting tender requirements. Options will be disregarded.</li> </ul>
Bid Validity Period.	<input checked="" type="checkbox"/> 120 days

Bid Security	<p>■ Not required</p>
Preliminary Examination – completeness of bid.	<p>■ Bidder may submit a bid for Lot Number 1, Lot Number 2, Lot Number 3 or the three Lots. Bids for part of a Lot will not be considered. Bidders must indicate for which lot or lots they wish their offer to be considered. If the bidder is awarded more than one lot, a single contract may be concluded covering all those lots.</p>
Purchaser’s Right to Vary Requirements at Time of Award	<p>■ 15 percent, increase or decrease, remain unchanged</p>
Clarification of Solicitation Documents	<p>A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than <b>fourteen (14) Days</b> prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be posted on 10 January 2007 at the following links:  <a href="http://www.undp.ps/en/aboutundp/forms.html">http://www.undp.ps/en/aboutundp/forms.html</a>  <a href="http://www.ungm.org/Default.aspx?pid=69">http://www.ungm.org/Default.aspx?pid=69</a>.  <a href="http://www.undp.org">http://www.undp.org</a></p>
Sealing and Marking of Bids	<p>Sealed Envelop should be marked as:</p> <p>Procurement and Supply of Autoclave System and Various Medical Items</p> <p>Address: UNDP/PAPP Jerusalem Office  4A Yakubi St., 91191, P.O. Box: 51359  Jerusalem  DO NOT OPEN BEFORE _____</p> <p>Or,</p> <p>Address: UNDP/PAPP Ramallah Office  Tokyo Street (Next to the Cultural Palace),  Al-Masyoun - Ramallah  DO NOT OPEN BEFORE _____</p> <p>Or,</p> <p>Address: UNDP/PAPP Gaza Office  Omar Bin Abdul Aziz Street  Gaza  DO NOT OPEN BEFORE _____</p> <p>Bids will be opened in the presence of Bidders’ Representatives, who chose to attend at the addresses, date and time indicated in the invitation letter.</p>

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

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

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

### **2. PAYMENT**

- 2.1.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

### **3. TAX EXEMPTION**

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

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

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

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### **5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

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

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

### **7. INSPECTION**

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

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

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

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

## **9. RIGHTS OF UNDP**

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

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

## **10. LATE DELIVERY**

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

## **11. ASSIGNMENT AND INSOLVENCY**

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

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

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

## **13. PROHIBITION ON ADVERTISING**

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

## **14. CHILD LABOUR**

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

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

## **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article

2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

## **16. SETTLEMENT OF DISPUTES**

### **16.1 Amicable Settlement**

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

### **16.2 Arbitration**

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

## **17. PRIVILEGES AND IMMUNITIES**

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

## **18. SEXUAL EXPLOITATION:**

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

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

### **19.0 OFFICIALS NOT TO BENEFIT:**

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

## **20. AUTHORITY TO MODIFY:**

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

**Special Conditions**

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Warranty/Guarantee	
<p>■ Applies</p>	<p>If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.</p>
Liquidated damages	
<p>■ Applies</p>	<p>If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order.</p>
Autoclave System (Medical Waste Steam Sterilizer)	
<p>■ Applies</p>	<p>a) The quoted price should include a two year full service contract. The period of this full 24 months contract shall start when the autoclaving system is commissioned. This service contract shall include all spare parts and labour for all maintenance and repair tasks except routine operation and replacements that can be undertaken by local operators with the training received by the company.</p> <p>b) Supply of the equipment shall be deemed to include full commissioning of the equipment, training of four local health sector employees in the operation and routine maintenance of the equipment at the site (Ramallah General Hospital), and ongoing technical support by telephone or e-mail. At the commissioning trials the capacity of the equipment and its effectiveness must be demonstrated to comply with the requirements of these specifications and the guarantee period.</p> <p>c) Bids shall be accompanied by illustrated technical information about the sterilizer and its ancillary equipment, including operating procedures, dimensions and requirements for connections and installation. The Country of origin, the year when the particular model was first manufactured, and the year when the particular model was last upgraded should be stated in the bid.</p> <p>d) Prices for all mentioned accessories and spares shall be included.</p> <p>e) Bids shall include contact details for the local agent able to provide spare parts and servicing. Information shall also be provided regarding other sterilizing equipment of the</p>

	<p>same manufacture that is operational in the Middle or Near East, if possible, with contact details of the people responsible for any such units.</p> <p>f) Catalogues must be provided.</p> <p>g) Service and operational manuals (Original and copy) in English Language must be included in the bid.</p> <p>h) Service training for one engineer from the Ministry of Health at the Company is required.</p> <p>i) Within ten days of signing the contract, the successful bidder must provide drawings to indicate the required installation arrangements and connection details for electric power, water supply and waste water treatment removal.</p> <p>j) The method of handling and transporting the treated material should be specified in the bid.</p>
Methods of payment	
<p>■ Applies</p>	<p>a) Within 30 working days following a provisional acceptance of the supplied items and upon the presentation of an official invoice and the required documents. UNDP reserves the right to effect payments in NIS according to the UN prevailing rate of exchange at date of payment</p> <p>b) Unless authorized by the Purchaser, the Supplier shall submit one invoice in respect to the Purchase Order, and such invoice must indicate the Purchase Order's identification number.</p>

## SCHEDULE OF REQUIREMENTS

1. This tender aims at procuring and supplying Autoclave System and Various Medical Items for the Government Hospital in Ramallah, West Bank, Occupied Palestinian territory (oPt)
2. The Autoclave unit will be located in a fully enclosed room in the Government Hospital in Ramallah, West Bank, Occupied Palestinian Territory. The unit shall be suitable for a 380/220 volt 50 Hz electricity supply.
3. The Autoclave unit shall come complete with an electric steam generator. If compressed air is required for actuating valves or other functions, a combatable compressor shall be included. Any other pumps, steam condensers, handling devices or size reduction equipment needed to achieve the required performance shall be described in the proposal and included in the price.
4. Emissions shall be controlled in order not to release air pollutants at any time during the process; a method of treating any effluent shall be included in a way that the treated effluent can be discharged to a storm drain. This shall be included in the price and described in the bid.
5. Bids shall be accompanied by illustrated technical information about the sterilizer and its ancillary equipment, including operating procedures, dimensions and requirements for connections and installation. The Country of origin, the year when the particular model was first manufactured, and the year when the particular model was last upgraded should be stated in the proposal.
6. The unit shall be capable of consistent reductions of Bacillus Stearothermophilus by at least 5 logarithms to the base 10; test reports or other evidence shall be supplied to support this claim.

<b>LOT No. 1 Autoclave System</b>		
<b>Item</b>	<b>Brief Description</b>	<b>Quantity</b>
1	Autoclave System (Medical Waste Steam Sterilizer)	1

<b>LOT No. 2 Various Medical Items (security)</b>		
<b>Item</b>	<b>Brief Description</b>	<b>Quantity</b>
1	Safety gloves	25
2	Disposable gloves	3 boxes x 100 pairs
3	Safety goggles	36
4	Safety coveralls	10
5	Dust masks	200
6	Refrigerator	1
7	Freezer	1
8	Special sheets	6,000
9	Reusable urinals and bedpans	300
10	Hampers	15
11	X-Ray Protective Aprons	10
12	Dressing trolley	14
13	Special trolleys: for the distribution of medication and I.V. canulation.	14

<b>Lot No.3</b>		
<b>Various Medical Items (bins, containers)</b>		
<b>Item</b>	<b>Brief Description</b>	<b>Quantity</b>
1	Yellow bags	20,000
2	Small waste bins	150
3	Pedal bins for red bags	15
4	10 liter sharps waste container	750
5	5 liter sharps waste container	3,300
6	Stainless steel pedal bin for operating theatre and laboratory	18
7	Plastic pedal bins	30
8	Removable internal bin - 45 liters	10
9	Adhesive labels	10,000
10	Plastic wheeled bins	40
11	Special Red Plastic Bags	3000
12	Autoclave tape	20 rolls

## TECHNICAL SPECIFICATIONS

<b>LOT No. 1</b> <b>Autoclave System (Medical Waste Steam Sterilizer)</b>		
<b>Item</b>	<b>Minimum Technical Specifications Required</b>	<b>Offered Technical Specifications (TO BE FILLED OUT BY THE OFFEROR)</b>
1	<p><b>Autoclave System</b></p> <ul style="list-style-type: none"> <li>▪ High vacuum treatment system.</li> <li>▪ Capacity at least 650 L.</li> <li>▪ Free standing, floor loading.</li> <li>▪ With automatic microprocessor control unit.</li> <li>▪ LCD display for the parameters and the cycle phases.</li> <li>▪ Main parameters (temperature, pressure, and time and jacket pressure) are controlled and displayed.</li> <li>▪ Operating pressure at least 2.3 bar (33 PSI - Pound Square Inch)</li> <li>▪ Operating temperature at least 137°C</li> <li>▪ Pressure vessel and door made of heavy duty 316 L s/s(stainless steel)</li> <li>▪ Complete with compatible:               <ol style="list-style-type: none"> <li>1. Loading trolley (3 Trolleys).</li> <li>2. Loading basket (2 Baskets).</li> <li>3. Safety protection: 2 Sets of: Glasses, Clothes, Gloves, and Head covers.</li> </ol> </li> </ul> <p>The equipment will include the logo of UNDP/PAPP, the Government of Japan and the Palestinian Authority, that will be provided by UNDP/PAPP.</p>	<p>Make: Origin: Other specifications:</p>

**LOT No. 2**  
**Various Medical Items (safety and others)**

<b>Item</b>	<b>Minimum Technical Specifications Required</b>	<b>Offered Technical Specifications (TO BE FILLED OUT BY THE OFFEROR)</b>
1	<p><b>Safety gloves</b></p> <p>Chemical and cut resistant, easy to wear and comfortable, length to cover the wrist, made from cotton material covered by rubber soft on inside.</p> <ul style="list-style-type: none"> <li>- 5 pairs small size</li> <li>- 10 pairs medium size</li> <li>- 10 pairs large size</li> </ul>	<p>Make:</p> <p>Origin:</p> <p>Other specifications:</p>
2	<p><b>Disposable gloves</b></p> <p>Contains natural rubber for single use only with powder. Each box contains 100 pairs:</p> <ul style="list-style-type: none"> <li>- One box medium size</li> <li>- One box large</li> <li>- One box extra large.</li> </ul>	<p>Make:</p> <p>Origin:</p> <p>Other specifications:</p>
3	<p><b>Safety goggles</b></p> <p>High transparency and impact resistant polycarbonate</p>	<p>Make:</p> <p>Origin:</p> <p>Other specifications:</p>
4	<p><b>Safety coveralls</b></p> <p>Cotton 65%, polyester 35%. Color light blue or white.</p> <ul style="list-style-type: none"> <li>- 2 pairs small size</li> <li>- 5 pairs medium size</li> <li>- 3 pairs large size.</li> </ul>	<p>Make:</p> <p>Origin:</p> <p>Other specifications:</p>
5	<p><b>Dust masks</b></p> <p>To provide comfortable protection against dust, with metal strip to shape mask to contours of the nose. 4 boxes of 50 pieces.</p>	<p>Make:</p> <p>Origin:</p> <p>Other specifications:</p>
6	<p><b>Refrigerator</b></p> <p>To be located in the maternity department and used for storing placentas and body parts from surgery before they are transferred to the waste treatment facility. Storage temperature 2 to 4°C. Capacity 100 liters. At least two leak proof buckets with handles that fit inside the refrigerator should be included.</p>	<p>Make:</p> <p>Origin:</p> <p>Other specifications:</p>
7	<p><b>Freezer</b></p> <p>Top opening chest freezer, to be located in the waste treatment facility, for storing placentas and body parts. Capacity 400 liters.</p>	<p>Make:</p> <p>Origin:</p> <p>Other specifications:</p>
8	<p><b>Special sheets</b></p> <p>For the use in the delivery room. Raw sheets disposable, plastic coated on one side and absorbent on the other, coated with cotton materials to absorb the fluids and blood. Preferred size 80cm X 80 cm.</p>	<p>Make:</p> <p>Origin:</p> <p>Other specifications:</p>
9	<p><b>Reusable urinals and bedpans</b></p> <p>Made from hard plastic material, puncture resistance, safe edges and movable cover urinals.</p>	<p>Make:</p> <p>Origin:</p> <p>Other specifications:</p>

**LOT No. 2**

10	<p><b>Hampers</b></p> <p>For collection and distribution of linen. Construction designed to guarantee robustness and functionality, as well as being hygienic. Structure in AISI 304 steel tube, Cabinet structure and shelves are in stainless steel. Rubber bumpers. Support equipped with universal blocking rubber frame for holding the bags. Hamper with 3 shelves and two linen compartments. Noiseless, swivel castors, two with brake.</p>	<p>Make:</p> <p>Origin:</p> <p>Other specifications:</p>
11	<p><b>X-Ray Protective Aprons</b></p> <p>5mm lead equivalency, open back allows for freedom of movement, maximum flexibility, royal blue nylon color, standard model, size 18" (45cm) wide, 32" (80 cm) long</p>	<p>Make:</p> <p>Origin:</p> <p>Other specifications:</p>
12	<p><b>Dressing trolley</b></p> <p>Mobile on 4 castors. Main Frame and sides made of aluminum. Top, bottom and shelf of PVC-polyvinyl chloride covered wood. With tilt bins of different sizes on two sides of trolley; also including small tilt bins on top. It shall have handle for pushing, waste bin on side, glove box holder, holder for sharps container and sliding shelf.</p>	<p>Make:</p> <p>Origin:</p> <p>Other specifications:</p>
13	<p><b>Special trolleys: for the distribution of medication and I.V. canulation</b></p> <p>It can be cleaned easily, washable and can be disinfected. Locking device. Pull- out handle drawers at both sides. Universal support for needle container (sharp box). Waste bin support (ring). Catheter and tube holder.</p>	<p>Make:</p> <p>Origin:</p> <p>Other specifications:</p>

<b>LOT No. 3</b> <b>Various Medical Items (bins, containers and others)</b>		
<b>Item</b>	<b>Minimum Technical Specifications Required</b>	<b>Offered Technical Specifications (TO BE FILLED OUT BY THE OFFEROR)</b>
1	<p><b>Yellow bags</b> Made from high-density polyethylene, 30 micrometers film thickness, size approximately 90 cm×70 cm. Color yellow. Printed in black with infectious waste symbol and message in Arabic “Danger, infectious waste”</p>	<p>Make: Origin: Other specifications:</p>
2	<p><b>Small waste bins</b> To be used in the patients’ rooms. Made from plastic with handles and well fitting lids, 11 to 15 liters capacity. Color white, black or blue.</p>	<p>Make: Origin: Other specifications:</p>
3	<p><b>Pedal bins for red bags</b> To be used in operating rooms and labor rooms. Designed for heavy duty use in hospitals and fabricated from stainless steel. Provided with an internal bin which is leak proof and smooth on the inside, with a diameter to suit the red bags (no greater than 22 cm if the bags are 35 cm wide at the top). The cover of the bin should be operated by a foot pedal through a robust mechanism</p>	<p>Make: Origin: Other specifications:</p>
4	<p><b>10 liter sharps waste container</b> Leak and puncture resistant containers designed for sharps waste. Made of rigid polypropylene and autoclavable. Fitted with a secure closure device. Provided with loop or handle for hanging or fixing securely. The main colour should be red and the top yellow. Complying with British standard BS 7320 or equivalent</p>	<p>Make: Origin: Other specifications:</p>
5	<p><b>5 liter sharps waste container</b> Leak and puncture resistant containers designed for sharps waste. Made of rigid polypropylene and autoclavable. Fitted with a secure closure device. Provided with loop or handle for hanging or fixing securely. The main color should be red and the top yellow. Complying with British standard BS 7320 or equivalent</p>	<p>Make: Origin: Other specifications:</p>
6	<p><b>Stainless steel pedal bin for operating theatre and laboratory</b> Capacity 45 liters. Removable internal container with maximum diameter 45 cm if circular, or maximum perimeter 140 cm if rectangular.</p>	<p>Make: Origin: Other specifications:</p>
7	<p><b>Plastic pedal bins</b> Capacity 45 liters. Heavy duty and designed for use in medical facilities. With removable internal liner. Maximum diameter of liner (if circular) 45 cm; maximum perimeter of liner (if rectangular) 140 cm. Lid operated by pedal. Preferred color yellow.</p>	<p>Make: Origin: Other specifications:</p>
8	<p><b>Removable internal bin - 45 liters</b> If internal bins are available separately for the plastic pedal bins (No. 2.7), ten of these bins should be provided.</p>	<p>Make: Origin: Other specifications:</p>

**LOT No. 3**

9	<p><b>Adhesive labels</b></p> <p>Rolls of labels on waxed backing paper. Each label at least 12 cm x 9 cm. Labels to be yellow in colour with black printing. Printed on each label is the biohazard sign (see Figure 1 at end of this list) and the words (in Arabic):</p> <p align="center">Infectious waste. Take care          Location number .....          Date .....</p> <p>Adhesive should be suitable for adhering to high density polyethylene film. The surface should be suitable for writing on with a waterproof marker pen. At least 50 rolls (total 10,000 labels)</p>	<p>Make:          Origin:          Other specifications:</p>
10	<p><b>Plastic wheeled bins</b></p> <p>Capacity 240 liters, color of body and lid yellow. Body injection molded in one piece from UV-resistant high-density polyethylene. Lid to be in one piece with no aperture, fitted with lock with lock/unlock function by universal key that is the same for all bins. Rubber wheels 200 mm diameter. Biohazard symbol at least 120 mm in diameter printed on two sides in black. All to DIN EN 840 standard or equivalent.</p>	<p>Make:          Origin:          Other specifications:</p>
11	<p><b>Special Red Plastic Bags</b></p> <p>For the disposal of human organs, 35.56cm×50.8cm (inches) Autoclavable, self secure tighten system, red color</p>	<p>Make:          Origin:          Other specifications:</p>
12	<p><b>Autoclave tape</b></p> <p>To be used for highly infectious wastes. Adhesive tape with diagonal lines to indicate whether it has been in a hot, steam environment. Width 20 mm or more.</p>	<p>Make:          Origin:          Other specifications:</p>

**BID/PROPOSAL SUBMISSION FORM**

To: The procuring entity

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **Procurement and Supply of Autoclave System and Various Medical Items** in conformity with the said bidding documents for the sum of

Lot No.1 \_\_\_\_\_

Lot No.2 \_\_\_\_\_

Lot No.3 \_\_\_\_\_

\_\_\_\_\_ [*total bid amount in words and figures*] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of 120 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Dated this .....day of ..... [year].

.....  
Signature

.....  
[in the capacity of]

Duly authorized to sign the Bid for and on behalf of .....

## PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
3. All prices/rates quoted must be CIP and include all costs associated with travel, transportation, shipping and handling. No additional fees will be paid by the purchaser with regards to these items.
4. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
5. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.
6. In addition to the hard copy, please provide the information on CD.
7. The price of the Autoclave System must include all accessories and spares mentioned in Annex IV "technical specifications".

<b>LOT No.1</b>				
<b>Item</b>	<b>Brief Description</b>	<b>Quantity</b>	<b>Unit Price US\$</b>	<b>Total Price US\$</b>
1	Autoclave System (Medical Waste Steam Sterilizer)	1		

<b>LOT No.2</b>				
<b>Item</b>	<b>Brief Description</b>	<b>Quantity</b>	<b>Unit Price US\$</b>	<b>Total Price US\$</b>
1	Safety gloves	25		
2	Disposable gloves	3 boxes x 100 pairs		
3	Safety goggles	36		
4	Safety coveralls	10		
5	Dust masks	200		
6	Refrigerator	1		
7	Freezer	1		
8	Special sheets	6,000		
9	Reusable urinals and bedpans	300		
10	Hampers	15		
11	X-Ray Protective Aprons	10		
12	Dressing trolley	14		
13	Special trolleys: for the distribution of medication and I.V. canulation.	14		

<b>LOT No.3</b>				
<b>Item</b>	<b>Brief Description</b>	<b>Quantity</b>	<b>Unit Price US\$</b>	<b>Total Price US\$</b>
1	Yellow bags	20,000		
2	Small waste bins	150		
3	Pedal bins for red bags	15		
4	10 liter sharps waste container	750		
5	5 liter sharps waste container	3,300		
6	Stainless steel pedal bin for operating theatre and laboratory	18		
7	Plastic pedal bins	30		
8	Removable internal bin - 45 liters	10		
9	Adhesive labels	10,000		
10	Plastic wheeled bins	40		
11	Special Red Plastic Bags	3000		
12	Autoclave tape	20 rolls		

**SUMMARY:**

<b>TOTAL LOT No. 1 (US\$)</b>	
<b>TOTAL LOT No. 2 (US\$)</b>	
<b>TOTAL LOT No. 3 (US\$)</b>	
<b>GRAND TOTAL (US\$)</b>	

- Unit price should be based on CIP.
- Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Bidder .....