

REQUEST FOR QUOTATION (RFQ)
(Goods)

DATE: May 7, 2015

REFERENCE: RFQ/UNDP/DEIC Equipment/06/2015

Dear Sir / Madam:

We kindly request you to submit your quotation for **Equipment for DEIC for the Government of Tripura**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before 1400 Hrs. (IST) on May 18, 2015 via Courier mail to the address below after labelling the cover as:- RFQ/UNDP/DEIC Equipment/06/2015

United Nations Development Programme 55, Lodi Estate, New Delhi – 110 003, India (Gate No. 5)

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Sl. No.	Title	Specific Instructions / Requirements
1	Title of Goods/Services/Work Required:	Supply of Equipment For District Early Intervention Centers (DEIC) of Government of Tripura
2	Country:	India
3	Language of the Bid:	☑ English
4	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	□ Allowed □ Allowed □ Bidders may bid for one (1) or more schedules of this RFQ, however the bid for each schedule must be complete. Bids for partial schedules are not allowed.

Sl. No.	Title	Specific Instructions / Requirements	
5	Conditions for Submitting Alternative Bid	☑ Shall not be considered	
6	Period of Bid Validity commencing on the submission date	☑ 120 days	
7	Advanced Payment upon signing of contract	☑ Not allowed	
8	Performance Security	■ Required Amount: 10% of the contract value. Form: Bank Guarantee (See Form II of Annexure-IV for template)	
9	Preferred Currency of Bid and Method for Currency conversion	■ Local Currency – Indian Rupees Reference date for determining UN Operational Exchange Rate: Bid Opening Date	
10	Deadline for submitting requests for clarifications/ questions	Six days before the submission date.	
11	Contact Details for submitting clarifications/questions ¹	Focal Person in UNDP: Mr. Vijay K. Thapliyal Procurement Unit, UNDP Address: 55, Lodhi Estate, New Delhi – 110003 Facsimile: 011-24627612; 24628330 E-mail address dedicated for this purpose: procurement.dsc@undp.org Any delay in UNDP's response shall be not used as a reason for extending th deadline for submission, unless UNDP determines that such an extension in necessary and communicates a new deadline to the Proposers.	
12	Manner of Disseminating Supplemental Information to the RFQ and responses/clarifications to queries	☐ Direct communication to prospective Bidders by email or fax, and Posting on the website: http://www.in.undp.org/content/india/en/home/operations/procurement.htm 1	
13	No. of copies of Bid that must be submitted	Original : One	
14	Bid submission address	United Nations Development Programme (UNDP) (Gate No. 5) 55, Lodhi Estate, New Delhi – 110003	

¹This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

Sl. No.	Title	Specific Instructions / Requirements	
15	Deadline of Bid Submission	Date and Time : May 18, 2015 2:00 PM	
16	Manner of Submitting Bid	☑ Courier/Hand Delivery	
17	Delivery Terms [INCOTERMS 2010]	☑ DDP Final Destination	
18	Customs clearance, if needed, shall be done by:	⊠ Supplier/Offeror	
19	Exact Address/es of Delivery Location/s	 Central Medical Store, Agartala, West Tripura District Gomati District Hospital, Udaipur, Gomati District Unakoti District Hospital, Kailashahar, Unakoti District 	
20	Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	☐ Complete Supply, installation, Training and Commission of equipment at Final Destination (Sl. No. 19 above) within 60 days from the issuance of the Purchase Order (PO)	
		While installation & training at the designated site/location and commissioning will be the responsibility of the supplier, basic readiness of the site enabling such installation will be the responsibility of the consignee.	
21	Evaluation method to be used in selecting the most responsive Bid	■ Lowest price offer of technically qualified/responsive Bid per schedule	
22	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	☐ Company Profile, which should <u>not</u> exceed five (10) pages, including printed brochures and product catalogues relevant to the goods/services being procured	
	form only)	☐ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation	
		☐ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any	
		☐ Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer	
		☐ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 (three) years	
		⊠ Statement of Satisfactory Performance from the Top <i>three</i> (3) <i>government</i> Clients in terms of Contract Value the past three (3) <i>years</i> .	
		☑ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;	
23	Other documents that may be Submitted to Establish Eligibility	 Technical Requirements Compliance Sheet (Annexure 1) Financial proposal (Annexure 2) Acceptance of the terms of the General Terms and Conditions (GTC) (Annexure 3) and other requirements of the RFQ. 	

Sl. No.	Title	Specific Instructions / Requirements	
24	Maximum Expected duration of contract	As per warranty period – Pl. refer "Technical Requirements" (Annexure 1)	
25	UNDP will award the contract to:	One or more Bidders, depending on the following factors : One bidder for each schedule	
26	Criteria for the Award and	Award Criteria	
	Evaluation of Bid	☑ Compliance on the following qualification requirements:	
		Bid Evaluation Criteria	
		For Manufacturer Bidder:	
		☐ Proper authorization from the manufacturer for Bids being submitted by Agents, if applicable.	
		For Non-Manufacturer Bidder (excluding agents quoting in the name of manufacturer):	
		☐ Legally enforceable authorization from the manufacturer assuring full guarantee and warranty obligations as per the RFQ requirements.	
		For Both (Manufacturer & Non-Manufacturer Bidder):	
		Minimum annual turnover: The bidders, Manufacturer or non-manufacturer, as the case may be, <i>each</i> has annual sales turnover of minimum <u>equal</u> to the value of the goods as quoted for the schedule in any one of the last three years to qualify for that schedule. To qualify for multiple schedules, the requirement shall be cumulative.	
		Minimum no. of years of experience in similar contracts: The Bidder, Manufacturer or non-manufacturer, as the case may be, each has continuously manufactured and marketed the specific goods (individual medical items or non-medical items, as the case may be) covered by this Bidding Document for at least two (2) years, and similar Goods for at least three (3) years preceding two months before the date of opening.	
		☑ Full compliance of Bid to the Technical Requirements; Authenticated copies of the process and product standards, including product-specific standards, as applicable.	
		☑ Warranty and its scope should be clearly indicated by the manufacturer as required in the bid document;	
		☐ The offered equipment must be from manufacturers adhering to the ISO 9000 quality system. Bidders must include in their offer a copy of the ISO certificate. The certificate must be valid and established by an internationally recognized inspection company.	
		⊠ Bidders shall furnish data to support that they or their manufacturer have the production capacity to perform the Contract and complete delivery of the supplies within the stipulated delivery period.	

Sl. No.	Title	Specific Instructions / Requirements	
		☑ OTHERS: Net present Value (NPV) of cost of Comprehensive Annual Maintenance (CMC) charges for 5 (five) years after the Warranty Period shall be added to the bid price for evaluation and will be calculated at a discount rate of 10 (ten) % per year, provided that wherever the Technical Specifications lay down a different CMC period, the latter shall prevail;	
		Note:	
		1. Functional demonstration of all the offered goods shall be required to be arranged by the bidder, at his cost, before the Bid Evaluation Committee for technical evaluation, as when requested to do so by the Bid Evaluation Committee.	
		2. Please note that the functional demonstration of the equipment is purely at the discretion of the Bid Evaluation Committee and its input shall be treated as supplementary / corroborative in nature and will not be a substitute for technical evaluation of the document submitted along with the bid.	
27	Post qualification Actions	✓ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;	
		☐ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;	
		☑ Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder, if applicable;	
28	Conditions for Determining Contract Effectivity	☑ UNDP's receipt of Performance Bond	
29	After-sales services required	 ☐ Technical Support ☐ Provision of Service Unit when pulled out for maintenance/ repair ☐ Others: Refer Technical Specification (Annex 1) 	
30	Payment Terms	On Acceptance by Consignee: Hundred (100) percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory acceptance of the Goods, supported by the Consignee Acceptance Certificate (Annexure 4: Form –I) issued by the Consignee, by direct bank transfer to the Supplier's nominated bank account.	
31	Liquidated Damages	The Supplier understands that time is of the essence in providing the Services under this Contract. If the Supplier shall fail to complete the Services within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Supplier shall pay to UNDP 0.5% of the value of the delayed products per week of delay, up to a maximum amount of 10%, as liquidated damages. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. UNDP may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Supplier. The payment or deduction of such	

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		damages shall not relieve the Supplier from his obligation to complete the Services or from any other of his obligations and liabilities under the Contract.
32	Special conditions of Contract	☑ During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier.
		☑ If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
		☑ The supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the warranty period for preventive maintenance.
		☑ INSPECTION :The Inspection and tests, as applicable under I or II shall be:
		I. For Goods supplied from outside India.
		a) For goods supplied from outside India, UNDP retains the right to perform pre- shipment inspection at the manufacturer's premises and an independent quality control laboratory Testing.
		b) The Supplier will make arrangement for storage of Goods at the port of entry at its own cost for the first 30 days after the arrival of shipment. The UNDP will be responsible for costs arising from the storage, warehousing and demurrage in excess of thirty (30) days resulting from delays due to quality testing procedure.
		c) The UNDP will retain the right to perform further inspections and quality testing at any time till the satisfactory installation of Goods, as it deems fit, at its own cost.
		II. For Goods supplied from Within India
		The goods shall not be dispatched unless they are inspected and cleared for dispatch by UNDP's representative in the Supplier premises. The UNDP will arrange a pre-shipment inspection and an independent quality control laboratory testing on sample basis. The UNDP will retain the right to perform further inspections and quality testing at any time as it deems fit.
		For (I) and (II) both
		The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the UNDP. The cost of subsequent inspection due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a UNDP's nominated agency to ascertain whether the Goods are in conformity with the Technical Specifications of the Contract or not. The Supplier shall put up the goods for such inspection to the UNDP's nominated agency

Sl. No.	Title	Specific Instructions / Requirements	
		inspector for 15-25 days (depending on the time required for pre-dispatch inspection & testing) ahead of the contractual delivery period, so that deliveries to the Consignees are completed as per the contractual delivery period Should any inspected or tested goods fail to conform to the specifications, the UNDP may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to	
		the UNDP, within a period of 45 (forty-five) days of intimating such rejection.	
33	Conditions for Release of Payment	☐ The details of shipping and/or other documents, to be furnished by the Supplier are:	
		(A) The supplier shall intimate the Consignee in advance at least 7 days before the dispatch of Goods - the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier shall provide the Consignee one original and one copy of the documents mentioned below:	
		 (i) Supplier's Delivery note, indicating Purchase Order/Contract Number, Goods' description, quantity, batch number, date of expiry etc. Delivery note must be signed in original and stamped or sealed with the company stamp/seal; 	
		(ii) Packing list identifying contents of each package; and	
		(iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied	
		(B) Upon the delivery of the Goods, the Supplier shall notify the UNDP in writing and deliver to the UNDP two sets of documents comprising of one original and one copy of the following:	
		(i) Commercial invoice, indicating the United Nations Development Programme (UNDP) on behalf of the Govt. of Tripura, the Purchase Order/Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;	
		(ii) Certificate for Acceptance of Goods by the Consignee [i.e. Consignee Acceptance Certificate (CAC)]	
		(iii) Packing list identifying contents of each package;(iv) Manufacturer's or Supplier's Warranty certificate.	
		(v) Any other/additional procurement – specific document(s) required for delivery/payment purposes.	
		Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Satisfactory Acceptance/Installation Certificate issued by the consignee.	

Sl. No.	Title	Specific Instructions / Requirements
34	Annexes to this RFQ	 ☑ Specifications of the Goods Required (Annex 1) ☑ Form for Submission of Quotation (Annex 2) ☑ General Terms and Conditions / Special Conditions (Annex 3).
		Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's recomputation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive

procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Kurian P. Oommen *Procurement Analyst*New Delhi

Schedule of Requirements and Technical Specifications

		Total	Consignee Distribution List		
Schedule No.	Description of Goods	Quantity (in number)	Central Medical Store, Agartala, West Tripura District	Gomati District Hospital, Udaipur, Gomati District	Unakoti District Hospital, Kailashahar Unakoti District
1	Pure Tone Audiometer	3	1	1	1
2	Otoacoustic Emission (OAE) Screening Unit	3	1	1	1
3	Brainstem Evoked Response Audiometer with ASSR	3	1	1	1
4	Indirect Ophthalmoscope	3	1	1	1
5	Retinoscope	6	2	2	2

Technical Requirements

Bidders are requested to complete the "Your Offer" column by "Yes" or "No". "Yes" indicates compliance with the requirement, whereas "No" indicates deviation. In case of deviation, please indicate the nature and extent of the deviation in the "Deviation" at the end of the table.

Failure to complete the below tables may result in rejecting the offer by UNDP.

Technical Specifications <u>Schedule No. 1</u> : <u>Pure Tone Audiometer</u>	Technical Specifications offered Please provide details of specifications offered and clearly state page number of supporting documents for easy reference	Is product offered technically compliant? (Comply/Not Comply) Please clearly state any deviation/non-compliance
1. Advanced Two Channel Clinical Audiometer with Frequency upto 8 KHz	reserve	deviation non compitative
 Air, Bone and Speech Free Field, Speech and Pure Tone 2 Channel Binaural Speech Automatic Threshold Automatic Speech Scoring 2 Channel Master Hearing Aid Tones: Pure, Warble and Pulsed Tones Masking: WN, NB and SN Masking 		
2. Special Test SISI Free Field (Option) Stenger and ABLB Test		
Loudness Balancing: 250 Hz, 500 Hz, 2kHz, 4kHz, 6kHz NB noise with direct comparison to standard curves.		
3. Ttdecay:		
Alternate Binaural Loudness Balancing (ABLB)		
Number of Channels: Two Independent Oscillators		
Frequency Range: 125 Hz – 8 kHz		
Intensity Range: - 10dB – 120 dB (Air Conduction), -10dB – 80dB (Bone Conduction),		
5dB and 1 dB Attenuators		
Frequency Resolution: Multi frequency.		
4. VRA Device		
5. Accessories:• Headphone (DD 45) and inserts (3A) – 50 tips each size		
• BC vibrator – 1		
• Mic − 1		

ĺ		Technical Specifications offered	Is product offered
	Technical Specifications	Please provide details of	technically compliant?
	rechinear Specifications	specifications offered and clearly	(Comply/Not Comply)
	Sahadula No. 1 . Duna Tana Andiamatan	state page number of	
	Schedule No. 1: Pure Tone Audiometer	supporting documents for easy	Please clearly state any
l		<u>reference</u>	deviation/non-compliance
	 Talk Back Mic − 1 		
	• Loudspeakers – 2 nos.		
	6. Warranty for 2 years and CMC for 5 years after warranty.		
	The prices for CMC shall be quoted, at the time of tendering, in the		
	Price Schedule Form (Annexure 2). The Prices of CMC shall be		
	considered for the evaluation purpose.		
	considered for the evaluation purpose.		
	7. The offered Warranty includes the cost of labour for all		
	repairs; all spares & accessories required for replacement during		
	repairs which forms part of the equipment system, without which it		
	cannot perform satisfactorily. Also <i>Reusable consumables</i> should last		
	during the warranty period. In case any additional reusable		
	consumables are required during the warranty period those will be		
	supplied free of charge by the supplier. The cost of consumables for		
	warranty period is to be provided. The same will be freeze for the		
	warranty period.		
	The offered CMC includes the cost of labour for all remains:		
	8. The offered CMC includes the cost of labour for all repairs;		
	all spares & accessories required for replacement during repairs		
	which forms part of the equipment system, without which it cannot		
	perform satisfactorily. The cost of <u>reusable consumables</u> and		
	<u>consumables</u> for CMC period is to be provided. The same will be		
	freeze for CMC period.		

Technical Specifications Schedule No. 2 : Otoacoustic Emission (OAE) Screening Unit	Technical Specifications offered Please provide details of specifications offered and clearly state page number of supporting documents for easy reference	Is product offered technically compliant? (Comply/Not Comply) Please clearly state any deviation/non-compliance
 Should be hand held unit including probe, cord and cradle. Should have a thermal printer including power supply and power cable. Display of acquired data including frequency, signal, noise, response and testing parameters which should be printable. Probe cord should be atleast 50 cm. Reusable ear tips of various sizes starting from 3 mm to 12 mm (atleast 20 for each size) 		
 7. TEOAE 1 to 4 kHz Stimulus Level –80 dB SPL peak Stimulus Type – Nonlinear click Statistical stop criterion (TE Quick) or user defined stop criterion (SNR: 3, 6 or 9 dB) in 3, 4 or 5 out of 5 frequency bands (1, 1.5, 2, 3, 4 kHz) (TE Diag) Window of analysis – 5-13 ms post stimulus 8. DPOAE DP 2 to 5 kHz Frequency Ratio f2/f1-1.2 Measurement Interval – 512 samples Frequencies f2-1.5, 2, 3, 4, 6, 8 kHz (single & multiple selections possible) 		
 Stimulus Levels L2-35 to 65 dB HL (in steps of 5dB) It should be battery operated Multiple test methods Database for at least 1000 tests Data transfer to PC via USB or wireless PC/Printer Stimulus intensity: 50 to 70 dB SPL (DPOAE), 83 dB SPL (TEOAE) Maximum output (Protection): 80-90 dB SPL Microphone system noise: 20 dB SPL @ 2 kHz (1 Hz bandwidth) 13 dB SPL @ 1 kHz (1 Hz bandwidth) Power Supply : 		

Technical Specifications Schedule No. 2 : Otoacoustic Emission (OAE) Screening Unit	Technical Specifications offered Please provide details of specifications offered and clearly state page number of supporting documents for easy reference	Is product offered technically compliant? (Comply/Not Comply) Please clearly state any deviation/non-compliance
(4) Rechargeable Battery		
AA/UM-3/R6 – alkaline (6V total)		
Battery Life : Approximately 300 tests.		
Display : LCD-display 4 line x 10 character		
10. Warranty for 2 years and CMC for 5 years after warranty. The prices for CMC shall be quoted, at the time of tendering, in the Price Schedule Form (Annexure 2). The Prices of CMC shall be considered for the evaluation purpose.		
11. The offered Warranty includes the cost of labour for all repairs; all spares & accessories required for replacement during repairs which forms part of the equipment system, without which it cannot perform satisfactorily. Also <i>Reusable consumables</i> should last during the warranty period. In case any additional <i>reusable consumables</i> are required during the warranty period those will be supplied free of charge by the supplier. The cost of consumables for warranty period is to be provided. The same will be freeze for the warranty period.		
12. The offered CMC includes the cost of labour for all repairs; all spares & accessories required for replacement during repairs which forms part of the equipment system, without which it cannot perform satisfactorily. <i>The cost of reusable consumables and consumables for CMC period is to be provided.</i> The same will be freeze for CMC period.		

Technical Specifications Schedule No. 3: Brainstem Evoked Response Audiometer with ASSR	Technical Specifications offered Please provide details of specifications offered and clearly state page number of supporting documents for easy reference	Is product offered technically compliant? (Comply/Not Comply) Please clearly state any deviation/non-compliance
Desktop PC with latest configuration and laser printer		
with USB		
 2 Channels Window based Bone Conduction Integrated database Pre-programmed auto tests Waveform reproducibility indication Split left/right recordings Recording of condensation rarefaction stimuli Click, tone burst, Chirps Normative data indication Soft attenuator Wave editing during testing Digital filter application (during and after test) Add, subtract curves Low noise amplifier Insert ear phone with tips of various sizes (starting from newborn to adult) Cup electrodes as standard size should be supplied: 2 Sets Conducting gel: 5 nos. Cleaning Gel – 5 nos. 		
 Upgradable with OAE and ASSR Easy portability EcochG recordings with markers Middle Latency Late Latecy (P300, MMN etc.) EABR/Cochlear Implant Stimulator Control ASSR Pre-Amplifier 2 Channels Gain 80 dB Frequency Response upto 8000 Hz Noise 6.0 nV Hz CMR Ratio > 115 dB at any frequency between 0.1 Hz & 10 Hz Input impedance > 10 M 		

	Technical Specifications Schedule No. 3: Brainstem Evoked Response Audiometer with ASSR	Technical Specifications offered Please provide details of specifications offered and clearly state page number of supporting documents for easy reference	Is product offered technically compliant? (Comply/Not Comply) Please clearly state any deviation/non-compliance
•	Accepted electrode offset > 300 mV Power from main unit Impedance Check Measuring Current 25 Ua Ranges 0.5 k - 25k Warranty for 2 years and CMC for 5 years after warranty. The prices for CMC shall be quoted, at the time of tendering, in the Price Schedule Form (Annexure 2). The Prices of CMC shall be considered for the evaluation purpose. The offered Warranty includes the cost of labour for all repairs; all spares & accessories required for replacement during repairs which forms part of the equipment system, without which it cannot perform satisfactorily. Also Reusable consumables should last during the warranty period. In case any additional reusable consumables are required during the warranty period those will be supplied free of charge by the supplier. The cost of consumables for warranty period is to be provided. The same will be freeze for the warranty period.	<u>ICICICIEC</u>	compliance
0	The offered CMC includes the cost of labour for all repairs; all spares & accessories required for replacement during repairs which forms part of the equipment system, without which it cannot perform satisfactorily. The cost of reusable consumables and consumables for CMC period is to be provided. The same will be freeze for CMC period.		

Technical Specifications <u>Schedule No. 4</u> : <u>Indirect Ophthalmoscope</u>	Technical Specifications offered Please provide details of specifications offered and clearly state page number of supporting documents for easy reference	Is product offered technically compliant? (Comply/Not Comply) Please clearly state any deviation/non-compliance
1. Weight of Head band with Light weight with soft cushioning and non-slip contoured ophthalmoscope head band.		
2. Rechargeable Li-ion battery transformer with LED indicator.		
3. LED bulb life should be approx. 10,000 working hours.		
4. Illumination source should be LED Bulb.		
5. Head-band system should have a rechargeable battery at the back of the band which should be light weight and minimum life span should be 2 years. The cost of the battery should be freezed for 5 years after 2 years warranty.		
6. Inbuilt Filters – 4 Nos.		
(a) Blue Filter		
(b) Red Free Filter		
(c) Yellow Filter		
(d) Diffuser		
Filters: UV and IR		
7. Mirror Height Controllable		
8. Apertures Adjustable for large, intermediate and small pupil		
9. Independent image alignment control		
10. Original Case		
11. Teaching Mirror		
12. Illumination control from head band		
13. Scleral depressor: Large and small		
14. 20D and 28D lens – 1 each : Certification of lens to be provided.		
15. Retina chart for fundus diagrams – 2 pads		
16. Alfonso speculums : 2 nos		
17. Warranty for 2 years and CMC for 5 years after warranty. The prices for CMC shall be quoted, at the time of tendering, in the Price Schedule Form (Annexure 2). The Prices of CMC shall be considered for the evaluation purpose.		
18. The offered Warranty includes the cost of labour for all repairs; all spares & accessories required for replacement during		

Technical Specifications Schedule No. 4: Indirect Ophthalmoscope	Technical Specifications offered Please provide details of specifications offered and clearly state page number of supporting documents for easy reference	Is product offered technically compliant? (Comply/Not Comply) Please clearly state any deviation/non- compliance
repairs which forms part of the equipment system, without which it cannot perform satisfactorily. Also <i>Reusable consumables</i> should last during the warranty period. In case any additional <i>reusable consumables</i> are required during the warranty period those will be supplied free of charge by the supplier. The cost of consumables for warranty period is to be provided. The same will be freeze for the warranty period.		
19. The offered CMC includes the cost of labour for all repairs; all spares & accessories required for replacement during repairs which forms part of the equipment system, without which it cannot perform satisfactorily. The cost of reusable consumables and consumables for CMC period is to be provided. The same will be freeze for CMC period.		

Technical Specifications <u>Schedule No. 5</u> : <u>Retinoscope</u>		Technical Specifications offered Please provide details of specifications offered and clearly state page number of supporting documents for easy reference	Is product offered technically compliant? (Comply/Not Comply) Please clearly state any deviation/non-compliance
1.	Hand Held Streak Retinoscope with Xenon lamp.		
2.	Rechargeable handle which can be directly plugged in AC supply for recharging.		
3.	Simple operation with knurled thumb screw. The line image should be focused with the operating element and with facility for turning through 360 degree.		
4.	Provision for dynamic retinoscopy.		
5.	Provision for secure attachment to the handle.		
6.	Accessories: Original Manufacturer Hard Plastic case (1), Rechargeable battery (1) and fixation cards for dynamic retinoscopy (2), Original Spare bulbs (10)		
tende	Warranty for 2 years and CMC for 5 years after ranty. The prices for CMC shall be quoted, at the time of tring, in the Price Schedule Form (Section 7). The Prices of C shall be considered for the evaluation purpose.		
repail cannot last of consults of consults warra warra	The offered Warranty includes the cost of labour for all res; all spares & accessories required for replacement during res which forms part of the equipment system, without which it of perform satisfactorily. Also <i>Reusable consumables</i> should during the warranty period. In case any additional <i>reusable umables</i> are required during the warranty period those will be lied free of charge by the supplier. The cost of consumables for entry period is to be provided. The same will be freeze for the entry period. The offered CMC includes the cost of labour for all repairs; pares & accessories required for replacement during repairs the forms part of the equipment system, without which it cannot the provided to the control of the equipment system, without which it cannot the part of the equipment system, without which it cannot the provided to the control of the equipment system, without which it cannot the provided to the control of the equipment system, without which it cannot the part of the equipment system, without which it cannot the provided to the control of the equipment system, without which it cannot the provided to the control of the equipment system.		
consi	orm satisfactorily. The cost of <u>reusable consumables</u> and <u>sumables</u> for CMC period is to be provided. The same will be e for CMC period.		

Gen	Technical Specifications eral (For All Schedules 1 to 5)	Technical Specifications offered Please provide details of specifications offered and clearly state page number of supporting documents for easy reference	Is product offered technically compliant? (Comply/Not Comply) Please clearly state any deviation/non-compliance
original (2 in nos.). Prowith relevant mention	gue: Offered product catalogue to be attached in ovide the confirmations of technical specifications of the same in original product catalogue or any nent in respect of quoted product.		
(2) The product q ("Conformité Europé	uality requirement in this RFQ will be CE ene") or US FDA.		
` '	include UPS unit or battery backup of at least one e, with each equipment.		
(4) Attach valid qual admissible.	ity certification document(s); no self-certifications		
(5) One CD/DVD or equipment for end us	demonstration video must be supplied with the ers.		
standard norms for su specified at the time of The equipment should	BELLING: Packing & Labeling shall follow the ch equipment. However, details thereof shall be issue of contract to the successful bidder(s). I have a sticker on it with the following details:		
Procured by	UNDP on behalf of Govt. of Tripura		
Vendor Name			
Machine Serial No.			
Facility Details	:		
Facility Asset No.			
Installed on			
Warranty upto	:		
CMC starts on	:		
CMC valid upto			
Service Engineer:	Email: Contact Detail Phone:		
Service Manager:	Email: Contact Detail Phone:		
(7) Documentation	:		
7.1 User/Technical/r	naintenance manuals to be supplied in English.		

Technical Specifications General (For All Schedules 1 to 5)	Technical Specifications offered Please provide details of specifications offered and clearly state page number of supporting documents for easy reference	Is product offered technically compliant? (Comply/Not Comply) Please clearly state any deviation/non-compliance
7.2 List of Indian installation base with their contact nos.		
7.3 Certificate of calibration and inspection from Parent company/OEM supplier.		
7.4 List of equipment available for providing calibration and routine preventive Maintenance Support as per OEM documentation in service/technical manual.		
7.5 Log book with instructions for daily, weekly. Monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.		

Related & Ancillary Services

Further to the Technical Requirements in the preceding Tables, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

i. WARRANTY

- (a) Warranty shall be for a period of two (2) years on Equipment from the date of acceptance of the goods (issue of Consignee Acceptance Certificate).
- (b) During warranty, cost and responsibility of the shifting of the equipment, in case so required for repair etc. shall be borne by the Supplier, without any liability on the consignee.
- (c) In case of such shifting of equipment, alternative working equipment shall be first made available to the consignee to avoid any disruption in the clinical work.
- (d) Free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty.
- (e) If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the UNDP/Consignee/Govt. of Tripura may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the UNDP may have against the Supplier under the Contract.

ii. CMC - The Comprehensive maintenance Contract

- 1. The Supplier shall not incur any expenditure whatsoever and the UNDP/the Consignees/ Govt. of Tripura bears no liability whatsoever pertaining to the Supplier's obligation to provide Comprehensive Maintenance (CMC) after the warranty period is expired until the UNDP/the Consignee/ Govt. of Tripura, in its own discretion, enters into separate CMC contract(s) with the Supplier. In such cases of CMC contract(s), the CMC rates offered by the Supplier along with the bid shall be binding on the Supplier at the appropriate stages of the said CMC contract(s).
- 2. The Comprehensive maintenance Contract (Including Spare parts)
- 2.1 The UNDP/ Consignees/ Govt. of Tripura, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier, three months prior to the completion of Warranty Period, at the contracted price, for a period of five (5) years after the expiry of the warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. Wherever the Technical Specifications lay down a different period of CMC, this latter period shall prevail. The CMC will commence from the date of expiry of Warranty period. The CMC includes preventive maintenance including testing & calibration as per technical/service/ operational manual, labour and spares.
- 2.2 The CMC includes repairs of entire system, preventive maintenance testing & calibration, labour and spares and all software updates.
- 2.3 The Comprehensive Annual Maintenance and Repair charges (after Warranty period) shall be paid in equal quarterly installments at the end of each quarter beginning from the date of completion of the Warranty, subject to satisfactory services rendered as specified in the bid document and the resultant contract, as per the rates quoted in the Price Schedule Form (Annexure 2).

iii. Warranty and CMC (applicable for both):

- a) The maximum response time for maintenance complaint from any of the destination specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the site after a request call /fax/ telegram is made or letter is written) shall not exceed 24 hours.
- b) During the Warranty and the CMC periods, the supplier will be required to guarantee that the equipment will be maintained in good working condition for a minimum period of 351 days out of a period of 365 days. (i.e. 96% uptime). 8 hours non-functioning of the equipment will be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 96% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days. The Response time to any fault should be not more than 48 hrs. In case the equipment cannot be made functional within 4 days or 96 hours, the vendor has to make arrangement for an alternative. Maximum time allowable for correcting the fault would be 7 continuous days.
- c) In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to arrange for an immediate replacement of the same till such time it is so required.
- d) Failure to arrange for the immediate repair / replacement of equipment will make the Supplier liable for a penalty at the rate of 0.75% of the price per non-functional unit per day beyond the stipulated downtime period. The amount of penalty will be recovered from the performance security bank guarantee

during Warranty Period. During Comprehensive Annual Maintenance Contract Period, for a similar default, the penalty of Rs. 300-800 (to be specified in contract) per item per day will be recovered from the amount of Comprehensive Annual Maintenance Charge.

- e) The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the warranty and CMC period, for preventive maintenance.
- f) Details of the functional service and maintenance centre(s) along with complete contact details shall be provided by the Supplier.

iv. OTHER RELATED SERVICES

- 1) Incidental Services The supplier may be required to provide any or all of the following services:
- (a) Performance or supervision of the assembly, installation and/or start-up of equipment.
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment.
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied equipment at the time of delivery.
- (d) After sales service centre should be available at/near to the city of Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly maximum within 48 hrs including the travel time. Contact details to be provided by the Supplier.
- (e) Training of the Consignee's personnel, on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of installation.

2) Availability of Spare parts

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as required for maintenance of the equipment during Warranty and CMC period, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
- (i) Advance notification to the UNDP/Consignee/Govt. of Tripura of the pending termination, in sufficient time to permit the UNDP/Consignee/ Govt. of Tripura to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the UNDP/Consignee/ Govt. of Tripura, the blueprints, drawings and specifications of the spare parts, if requested.
- (c) Suppliers shall ensure the availability of spare parts for ten years. Inventory of the Spare parts required for 8 years.

NOTE:

- (1) Any reference to brand of technology/ product, in case it occurs anywhere in the technical specification is purely for indicative/illustrative purposes and should be read as including its equivalent.
- (2) As part of the technical evaluation of bids, functional demonstration of offered equipment model may be called, but the result/outcome thereof shall not be taken as the sole or conclusive evidence of qualification of the bid. Further, all expenses and risks related to such demonstration shall be borne by the bidder.

Functional demonstration of the equipment is at the discretion of the Bid Evaluation Committee and its input shall be treated as supplementary / corroborative in nature and will not be a substitute for technical evaluation of the document submitted along with the bid.

THE OFFERED PRODUCTS ARE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS & TECHNICAL SPECIFICATION:

NO

ANY DEVIATIONS MUST BE LISTED BELOW:	

YES

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery²)

The Bidders are requested to provide the **cost of the goods** (*inclusive of all tax/duty*) for each Schedule quoted in the following format.

TABLE 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements

SCH. NO. (a)	BRIEF DESCRIPTION OF GOODS (b)	QTY. (in nos.) (c)	MAKE/MODEL NO. & COUNTRY OF ORIGIN (d)	CURRENCY (e)	UNIT PRICE DDP* (Incoterm 2010) FINAL DESTINATION (all inclusive) (f)	TOTAL PRICE DDP* (Incoterm 2010) FINAL DESTINATION (all inclusive) (g) = (c) x (f)
1	Pure Tone Audiometer	3				
	CMC Charges for Year1 after completion of two year warranty					
	CMC Charges for Year2 after completion of two year warranty					
	CMC Charges for Year3 after completion of two year warranty					
	CMC Charges for Year4 after completion of two year warranty					
	CMC Charges for Year5 after completion of two year warranty					
2	Otoacoustic Emission (OAE) Screening Unit	3				
	CMC Charges for Year1 after completion of two year warranty					
	CMC Charges for Year2 after completion of two year warranty					
	CMC Charges for Year3 after completion of two year warranty					
	CMC Charges for Year4 after completion of two year warranty					
	CMC Charges for Year5 after completion of two year warranty					
3	Brainstem Evoked Response Audiometer with ASSR	3				
	CMC Charges for Year1 after completion of two year warranty					
	CMC Charges for Year2 after completion of two year warranty					_
	CMC Charges for Year3 after completion of two year warranty					_
	CMC Charges for Year4 after completion of two year warranty					_
	CMC Charges for Year5 after completion of two year warranty	_				

25

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

SCH. NO. (a)	BRIEF DESCRIPTION OF GOODS (b)	QTY. (in nos.) (c)	MAKE/MODEL NO. & COUNTRY OF ORIGIN (d)	CURRENCY (e)	UNIT PRICE DDP* (Incoterm 2010) FINAL DESTINATION (all inclusive) (f)	TOTAL PRICE DDP* (Incoterm 2010) FINAL DESTINATION (all inclusive) (g) = (c) x (f)
4	Indirect Ophthalmoscope	3				
	CMC Charges for Year1 after completion of two year warranty					
	CMC Charges for Year2 after completion of two year warranty					
	CMC Charges for Year3 after completion of two year warranty					
	CMC Charges for Year4 after completion of two year warranty					
	CMC Charges for Year5 after completion of two year warranty					
5	Retinoscope	6				
	CMC Charges for Year1 after completion of two year warranty					
	CMC Charges for Year2 after completion of two year warranty					
	CMC Charges for Year3 after completion of two year warranty					_
	CMC Charges for Year4 after completion of two year warranty					_
	CMC Charges for Year5 after completion of two year warranty					

^{*} DDP Price final destination shall include the entire cost incidental to delivery at final destination inclusive of all duties & taxes to be paid.

NOTE: The price quoted in one schedule should be in one currency only. There shall be no exemption from any applicable tax or duty;

BIDDER'S SIGNATURE AND CONFIRMATION OF THE RFQ				
PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNDP WITHIN THE REQUIRED BID VALIDITY PERIOD, THE UNDERSIGNED				
HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE OF				
AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE	DELIVERY TIME STATED IN SCHEDULE OF REQUIREMENT.			
Exact name and address of company				
	AUTHORIZED SIGNATURE DATE			
COMPANY NAME				
ADDRESS	NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT)			
PHONE NOFAX NO				
EMAIL ADDRESS OF CONTACT PERSON	FUNCTIONAL TITLE OF SIGNATORY			
OTHER EMAIL ADDRESSES	WEB SITE			

^{*} DDP Price of the above equipment shall include Supply, Installation, Training, Commissioning and warranty of the Equipment.

TABLE 2: Estimated Operating Costs (if applicable)

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

TABLE 3: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our	Your Responses			
Quotation are as follows:	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal	
Delivery Lead Time				
Country/ies Of Origin ³ :				
Validity of Quotation				
All Provisions of the UNDP General Terms and Conditions				
All Terms and Conditions of the RFQ				

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

27

³ If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.

General Terms and Conditions

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 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.
- 2.2 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.
- 2.3 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.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
 - 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

- 7.1 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.
- 7.2 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:

- 9.1 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.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 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.
- **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.

FORM--I

CONSIGNEE ACCEPTANCE CERTIFICATE

This is to certify that the goods as detailed below have been accepted after satisfactorily installed and commissioned and training provided in respect of their operational use:

a)	Purchase Order/ Contact No: date
b)	Description of the goods (with make & model no.):
c)	Batch/Serial Number(s) of the goods:
d)	Quantity:
e)	Name of the consignee:
The su	applier has fulfilled his contractual obligation with regard to the following services:
a)	Satisfactory Installation, Performance and commissioning/start-up of equipment.
b)	Furnishing of tools required for assembly and / or maintenance of the(Enter name of Equipment with make & model)
c)	Furnishing detailed operation and maintenance manual for each item of supply at each location.
d)	Training of the paramedics, operators/users in operating the equipment to the satisfaction of the consignee.
	Signature
	Name
	Designation with stamp
	Date
	ersigned by:
Signatı	ıre
Name_	
Date	

NOTE:

- 1. This certificate is to be filled up and issued by representative of the consignee and is to be duly stamped and countersigned by the supervisor.
- 2. Original copy of the certificate shall be given to supplier or his authorized representative and a copy to be transmitted by fax: +91 11 2462 7612 to UNDP, New Delhi.
- 3. In the case of leave or absence of the concerned Specialist, the certificate can be signed by the CMO/Dy CMO concerned.

"Consignee Acceptance Certificate" has to reach UNDP within 21 days, from the day of receipt of material for the payment. Any delay beyond 21 days period, would be deemed that complete material has been received in correct quantity and has been accepted by you in good condition.

FORM--II

FORM FOR PERFORMANCE SECURITY

(1 nts	fields, no changes may be made in this template.)		
To:	UNDP, New Delhi, India		
underta	WHEREAS[name and address of supplier] (hereinafter called "the Supplier") has aken, in pursuance of Contract No dated, to deliver the goods and e related services (hereinafter called "the Contract"):		
	AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall you with a Bank Guarantee by a recognized bank for the sum specified therein as security appliance with his obligations in accordance with the Contract:		
	AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee:		
sum be payabl argume	NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you half of the Supplier, up to a total of [amount of guarantee] [in words and numbers], such eing payable in the types and proportions of currencies in which the Contract Price is e, and we undertake to pay you, upon your first written demand and without cavil on ent, any sum or sums within the limits of [amount of guarantee as aforesaid] without your g to prove or to show grounds or reasons for your demand for the sum specified therein.		
year], date.	This Guarantee shall expire no later than the [insert number] day of [insert month][insert and any demand for payment under it must be received by us at this office on or before that		
	SIGNATURE AND SEAL OF THE GUARANTOR BANK		
Date			
Name	of Bank		
Addres	SS		