

REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 10 July 2019
	REFERENCE: RfQ 19/01939

Dear Sir / Madam:

We kindly request you to submit your quotation for Procurement of medical equipment 5 Lots for the Central Clinical Military Hospital of the Ministry of Defence of the Republic of Moldova, 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 **13 August 2019, 16:00 (Moldova local time)** via e-tendering system to the address below:

https://etendering.partneragencies.org

Username: event.guest Password: why2change

BU Code: MDA10 and Event ID 0000004030

Once uploaded, Bidders that have accepted the invitation in the system will be notified via e-mail that changes have occurred. It is responsibility of the Bidder to view the respective changes and clarifications in the system.

Please Consult e-Tendering Resources for Bidders for additional information on bidding: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note "RfQ19/01939: Procurement of medical equipment, 5 Lots, for the Central Clinical Military Hospital of the Ministry of Defence of the Republic of Moldova".

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. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

Delivery Terms [INCOTERMS 2010]	⊠DAP - Chisinau, Moldova	
Customs clearance, if needed, shall be done by:	⊠UNDP	⊠Supplier/Offeror
Exact Address of Delivery Location (identify all, if multiple)	Moldova, Chis	sinau, Vasile Lupu 32, Central Clinical Military Hospital

Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP) Delivery Schedule Preferred Currency of Quotation¹ Value Added Tax on Price Quotation	 ☑ 60 calendar days from the issuance of the Purchase Order (PO) ☑ Required ☑ United States Dollars ☑ Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	 ☑ Warranty on equipment of minimum 12 months; ☑ Delivery and installation; ☑ Technical support
Deadline for the Submission of Quotation	IMPORTANT NOTE: the time zone indicated in the Tendering system is New York Time zone. PLEASE NOTE: 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct proposal closing time is as indicated in the e-tendering portal and system will not accept any proposal after that time. It is the responsibility of the proposers to make sure proposals are submitted within this deadline. UNDP will not accept any proposal that is not submitted directly in the system. 2. Try to submit your proposal a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist.
All documentations, including catalogs, instructions and operating manuals, shall be in this language	⊠ English ⊠ Others: Russian or Romanian
Documents to be submitted	 ☑ Electronic submission of Proposal https://etendering.partneragencies.org Username: event.guest Password: why2change Please note: It is strongly recommended to create your username with two parts, your first name and last name separately by ".", similar to the one shown above. You can participate in the proposal event only if you have registered in the system. ☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☑ Detailed technical description of the offered equipment (Annex 4); ☑ Company profile (short info up to 1 page); ☑ Copy of Company's Registration Certificate; ☑ Trade name registration papers, if applicable; ☑ Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer; ☑ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country; ☑ Certificate of Country of Origin for the procured goods;

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

	☑ Export/Import Licenses, if applicable;					
	☑ Environmental Compliance Certificates, Accreditations, if any;					
	☑ Statement on Warranty on goods, parts and services for the minimum 12 months;					
	Statement of availability of an authorized Service Centre (including name and address of the Service Center) in Republic of Moldova and/or neighboring countries - Ukraine or Romania;					
	☑ Statement on availability of provision of technical support within 72 hours after notification from the Beneficiary institution;					
	☑ Statement of Satisfactory Performance from the Top two (2) Clients in terms of Contract Value in the past three (3) years;					
	☑ Statement from the Manufacturer that guarantees production of consumables and spare parts for a period of at least 7 years for the equipment to be supplied;					
	 ☑ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; ☑ Quality certificates: 					
	1116					
	Ultrasound apparatus (Lot 1):					
	 EC Certification; Compliant to IEC 60601-1, 60601-2 and other applicable EU standards; Manufacturer ISO 13485; Declaration of conformity with guideline 93/42/EEC. 					
	Arthroscopo (Lot 2):					
	Arthroscope (Lot 2):					
	 EC Certification; Manufacturer ISO 13485; Declaration of conformity with guideline 93/42/EEC. 					
	Suction-irrigation unit (Lot 3):					
	 EC Certification; Manufacturer ISO 13485; Declaration of conformity with guideline 93/42/EEC. 					
	Shaver system for orthopaedics (Lot 4):					
	 EC Certification; Compliant to EN 60601-1 or 60601-2 and other applicable EU standards; Manufacturer ISO 13485; 					
	 Declaration of conformity with guideline 93/42/EEC; EN 60529, IPX (7,8) testing. 					
	Orthopaedic bone drill (Lot 5):					
	Protection class EN/IEC 60601;					
	 Protection class by casing IPX7 or better; 					
	EC Certification;Manufacturer ISO 13485;					
	■ ISO 9714.					
	□ 60 days ⊠ 90 days □ 120 days					
Period of Validity of Quotes starting the Submission Deadline	In exceptional circumstances, UNDP may request the Vendor to extend					
Date	the validity of the Quotation beyond what has been initially indicated					

	in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	✓ Permitted by Lot
Payment Terms	☐ 100% upon complete delivery of goods
Liquidated Damages	1% of contract for every day of delay, up to a maximum duration of 30 days. Thereafter, the contract may be terminated.
Evaluation Criteria	 ☑ Full acceptance of the PO/Contract General Terms and Conditions; ☑ Technical responsiveness/Full compliance to requirements and lowest price; ☑ Availability of Quality Certificates (as indicated at "Documents to be submitted" point above); ☑ The supplied equipment should be delivered and installed/commissioned to the beneficiary institution for its proper functioning; ☑ Minimum 2-year experience in the field of provision of Medical Equipment; ☑ Guarantee Letter from the Supplier on the availability of provision of technical support within 72 hours after notification from the Beneficiary institution; ☑ Availability of Authorized Service Center in the Republic of Moldova And/or neighboring countries Ukraine or Romania; ☑ At least 12 months Warranty on equipment; ☑ Maximum delivery period not to exceed 60 calendar days upon signature of contract.
UNDP will award to:	☑ One or more Suppliers, depending on the following factors: Lowest Financial Offer among Technically Responsive and Qualified Proposals per each Lot
Type of Contract to be Signed	☑ Purchase Order☑ Other Type of Contract: Contract for Goods and Services
Special conditions of Contract	☐ Cancellation of PO/Contract if the delivery/completion is delayed by 30 days
Conditions for Release of Payment	 Inspection upon arrival at destination; Installation and commissioning. Brief induction on equipment' operation and features to be provided to the relevant medical staff; Testing; Written Acceptance of Goods based on full compliance with RFQ requirements.
Annexes to this RFQ ²	 Specifications of the Goods Required (Annex 1) Form for Submission of Quotation (Annex 2) General Terms and Conditions (Annex 3) Technical Responsiveness Table (Annex 4) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ³	Natalia Volcovschi, Project Assistant, SSSR Project natalia.volcovschi@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that

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² Where the information is available in the web, a URL for the information may simply be provided.

³ This 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 received.

Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the
such an extension is necessary and communicates a new deadline to the
Proposers.

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 re-computation 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/procurement/protest.shtml.

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,

Corina Opres

Corina Oprea, ARR/Head of Operations UNDP Moldova

Technical Specifications

Lot 1:

Ultraso	und Apparatus (General)		Q-ty: 1			
Purpose	e: Ultrasonography for an adult patient.		,			
1. COM	IPOSITION					
1-1Con	position					
(1)	Main unit with system control software	: 1 unit				
(2)	Probe A	: 1 unit				
(3)	Probe B	: 1 unit				
(4)	Probe C	: 1 unit				
(5)	B/W Printer	: 1 unit				
1-2 Acc	eessories					
(1)	Probe hanger and loader.					
(2)	Software for measurement is included in	n the system.				
(3)	Software for DICOM (storage and trans	fer) is include	d in the system.			
2. SPE	CIFICATIONS					
2-1 Mai	in unit					
(1)	Scan mode	•	nvex, Phased (Sector)			
(2)	Monitor	: LCD color	_			
(3)	Frequency range accepted by the system	: ≥1-18 Mhz				
(4)	Dynamic range	:180 dB				
(5)	Gray scale resolution	: ≥256				
(7)	Number of active probe connector	:≥3				
(8)	System recognized probes	: Linear array, convex array, TEE, intraoperative,				
, ,	D	•	volumetric, 4D array, pencil.			
(9)	Power supply	: AC 220V =	±10%, single phase, 50 Hz			
2-2 Pro		G				
(1)	Type	: Convex				
	Frequency range	: 1-5 MHz o	r larger			
(3)	Biopsy adapter	: equipped				
(4)	Max. scanning depth	: ≥30 cm				
2-3 Pro		F 1 '4				
(1)	Type	: Endocavita	•			
(2)	Frequency range	: 4-8 MHz o	r wider			
(3) 2-4 Pro	Biopsy adapter	: equipped				
		: Linear				
(1)	Type		• 1			
(2)	Frequency range	: 5-14 MHz	or wider			
(3)	Biopsy adapter Scanning width	: equipped : 35 mm or i	nore			
(4) 2-5 Sca	nning Modes	. 33 IIIII OF I	HOLE			
	2D mode	· aguinnad				
(1) (2)	2D real-time Doppler	: equipped : equipped				
(3)	echocardiography B-flow	: equipped				

	3.6 1	
(4)	M-mode	: equipped
(5)	Spatial Compound Imaging	: equipped
(6)	Differential Tissue Harmonic Imaging (DTHI)	: equipped
(7)	Tissue Harmonic Imaging (THI)	: equipped
(8)	Pulse wave Doppler	: equipped
(9)	Color doppler mode	: equipped
(10)	Superb micro-vascular imaging	: equipped
(11)	Advanced dynamic flow	: equipped
(12)	Power Doppler	: equipped
(13)	Duplex	: equipped
(14)	Triplex	: equipped
(15)	Shear wave elastrography	: equipped
2-6 Fund	ctionalities	
(1)	Adjustable transmit focus	: equipped
(2)	Dynamic receive focusing	: equipped
(3)	Microcalcification visualization	: equipped
(4)	Reduced micro-vascular flow imaging	: equipped
(5)	Panoramic regime	: equipped
(6)	Possibility of performing	: equipped
(6)	measurements in a recorded video	
2-7 PAN	J/ZOOM	
(1)	Real time zoom	: equipped
(2)	Magnification of a frozen ultrasound image	: equipped
2-8 Stor	_	
(1)	Internal capacity	: ≥500 GB
(2)	Storage of images and videos directly on a USB memory stick	: equipped
2-9 Exa	m Presets	
(1)	Abdominal	: equipped
(2)	Urologic	: equipped
(3)	Shear wave elastography	: equipped
(4)	Musculoskeletal	: equipped
(5)	Vascular	: equipped
(6)	Visualization of small objects	: equipped
(7)	Visualizations of microcalcifications	: equipped
(8)	Fetal/Obstetric	: equipped
(9)	Gynecological	: equipped
(10)	Cardiac	: equipped
(11)	Renal	: equipped
(12)	Pediatric	: equipped
3. QUA	LITY ASSURANCE REQUIREMENT	TS .
(1)	EC Certification	
(2)	Compliant to IEC 60601-1, 60601-2 and	d other applicable EU standards
	760 10105	

4. SPARE PARTS

Manufacturer ISO 13485

Declaration of conformity with guideline 93/42/EEC

No

(3)

5. CONSUMABLES

(1) Echo gel : 5 L

(2) Printer paper : 12 rolls

6. NOTES

Warranty at least 12 months for the equipment and probes.

Equipment assembly, installation and commissioning on site at beneficiary location

User's manuals, preferable in Romanian or Russian language (optional English)

Maintenance manual, preferable in Romanian or Russian language (optional English)

Any additional component or accessory which is required for adequate installation and operation should be included and described on your offered specification

Arhroscope Quantity: 1

Purpose Equipment for minimally invasive for joints surgeries.

1. COMPOSITION

1-1 Composition

Telescope (1) 1 unit (2) Trocar with sheath 1 pc (3) Light source 1 units (4) Fiber optic light cable 2 units Video camera head 2 units (5)Video camera control unit (6)1 unit (7)**HD** Monitor 1 unit **Trolley** 1 unit (8)

1-2 Accessories

Any additional component or accessory which is required for adequate installation and operation should be included and described on your offered specification

2. SPECIFICATIONS

2-1 Telescope

(1) Type : Autoclavable

(2) View direction : 30° (3) Diameter : 4 mm

(4) Working length : 140-180 mm

(5) Lighting : Fiber optic transmission units

2-3 Trocar with sheath

(1) Trocar : applicable for 2-1

(2) Diameter : 6.0 mm
(3) Working length : 130 mm

2-4 Light source

(1) Type of light source : LED

(2) Light transmission method : Fiber optic cable

2-5 Fiber optic light cable

(1) Diameter(2) Length(3.5 mm or more(20 cm or more

2-6 Video camera head

(1) Resolution(2) Type(3) Horizontal Service : 1080p or higher(4) Horizontal Service : Autoclavable

(3) Controls : 2 programable control buttons

2-7 Video camera control unit

(1) Resolution : 1080p or higher

(2) Light source : LED

(3) Adapters : For 4 different types of lighting cables

(4) USB : Equipped(5) Fiber optic light transmission : Equipped

2-8 HD Monitor

(1) Size : 26" or more(2) Resolution : 1080p or more

2-9 Trolley on castors

(1)

For installation of light source, video camera control unit,

image management unit, LCD monitor, electrosurgical

generator and irrigation pump or more

Equipped

Integrated electrical sockets (2)

(3) Mobile support for the power suction Equipped

Earth leakage monitor or similar (4)

Equipped current protection tool : Equipped (5) Antistatic castors with brakes

3. QUALITY ASSURANCE REQUIREMENTS

EC Certification (1)

Application

- Manufacturer ISO 13485 (2)
- Declaration of conformity with guideline 93/42/EEC (3)
- Warranty at least 12 months (4)

4. SPARE PARTS

4-1 Not required

5. CONSUMABLES

5-1 Not required

6. NOTE

Equipment assembly, installation and commissioning on site at beneficiary location

User's manuals, preferable in Romanian or Russian language (optional English)

Maintenance manual, preferable in Romanian or Russian language (optional English)

Compatible with arthroscopy set

Suction-irrigation unit

Quantity: 1

1 unit

Purpose: Ensures fluid management control during arthroscopic procedures.

1. COMPOSITION

1-1Composition

(1) Suction-irrigation unit 1 unit (2) Suction bottles 2 pcs (3) Tubing for the irrigation channel 5 sets (4) Remote control 1 unit (5) Dual pedal foot switch for irrigation unit or similar

1-2 Accessories

(1) Tube kit for suction 1 set Tube kit for irrigation 1 set

Any additional component or accessory which is required for adequate installation and operation should be included and described on your offered specification.

2.SPECIFICATIONS

2-1 Suction-irrigation unit

(1) Ergonomic and autoclavable handpiece with suction knob Equipped (2) Touch screen control display Equipped Suction-irrigation handpiece allows 3 modes of work: standard, efficient Equipped and aggressive (4) The control unit automatically detects the handpiece Equipped (5) Foot switch Equipped

Equipped (6) Speed and work mode can be footswitch/pedal controlled 2000 ml/min (7) Irrigation/suction capacity

3.QUALITY ASSURANCE REQUIREMENTS

- (1) EC Certification
- (2) Manufacturer ISO 13485
- (3) Declaration of conformity with guideline 93/42/EEC
- (4) Warranty at least 12 months

4.SPARE PARTS

4-1 Not required

5. CONSUMABLES

5-1Suction tube 5 sets 5-2 In and outflow tubing for irrigation 5 sets

6. NOTE

Equipment assembly, installation and commissioning on site at beneficiary location

User's manuals, preferable in Romanian or Russian language (optional English)

Maintenance manual, preferable in Romanian or Russian language (optional English)

Compatible with arthroscope (same manufacturer)

Shaver system for orthopaedics

Quantity: 1

Purpose: Universal device console for connecting power-assisted shaver, drill and saw tools.

1. COMPOSITION

1-1 Composition

(1) Shaver console: 1 unit(2) Handpiece: 1 unit(3) Foot switch: 1 unit

1-2 Accessories

Any additional component or accessory which is required for adequate installation and operation should be included and described on your offered specification.

2. SPECIFICATIONS

2-1 Motor system for orthopaedics

(1) Shaver console : *Equipped
(2) Shaver allows clock and counterclockwise rotations : Equipped
(3) Shaver clockwise rotation : min 8000 rpm
(4) Shaver counterclockwise rotation : min 8000 rpm
(5) Shaver' modes of oscillations : 7 or more

**from 2 to 8 mm at least 5 different

(6) Shaver blade diameter : sizes (minor deviations expected not all

have 5 sizes in multiple use)

(7) Clockwise, counterclockwise and oscillation handpiece rotation modes : Equipped

(8) Ergonomic and autoclavable handpiece : Equipped(9) Automatic detection of a connected handpiece : Equipped

(10) Handpiece connection to control unit : wired or wireless

(11) The shaver system can be controlled by a footswitch : Equipped
 (12) Memory storage : Equipped
 (13) Handpiece equipped with 2 buttons, each having double

(13) Handpiece equipped with 2 buttons, each naving double functionality : Equipped

(14) Power requirements : AC 220V±10%, single phase, 50Hz

3. QUALITY ASSURANCE REQUIREMENTS

(1) EC Certification

- (2) Compliant to EN 60601-1 or 60601-2 and other applicable EU standards
- (3) Manufacturer ISO 13485

(4) Declaration of conformity with guideline 93/42/EEC

(5) EN 60529, IPX (7,8) testing for handpiece and footswitch

(console is not requiring IPX standard since it is not expected to be held in liquids)

(6) Warranty at least 12 months

4.SPARE PARTS

Not required

5. CONSUMABLES

(1) Reusable shaver blades : ≥ 5

6. NOTE

*Console compatible with the handpiece and foot switch.

**Selection of the blades and endings (resectors, burrs or cutters) will be made by the beneficiary after awarding the bidder

Equipment assembly, installation and commissioning on site at beneficiary location

User's manuals, preferable in Romanian or Russian language (optional English) Maintenance manual, preferable in Romanian or Russian language (optional English)

Lot 5

Orthop	aedic bone drill	Quantity: 1
Purpose	Battery operated drill machine intended for orthop	aedic and trauma applications.
1. COM	POSITION	
1-1 Com	position	
(1)	Rotary handpiece	: 1 unit
(2)	Drilling attachments	: 1 unit
(3)	Reaming attachments	: 1 unit
1-2 Acce	essories	
(1)	Battery	: 1 unit
(2)	Sterile battery kit	: 2 units
(3)	Battery charger or charging station	: 1 unit
(4)	Sterilization case	: 1 unit
included	itional component or accessory which is required for and described on your offered specification.	or adequate installation and operation should be
2. SPEC	CIFICATIONS	
2-1 Drill		
(1)	Power output	: ≥90W
(2)	Drill speed	$\geq 1000 \text{ RPM}$
(3)	Torque	$\geq 2.9 \text{ Nm}$
(4)	Battery	: equipped
3. QUA	LITY ASSURANCE REQUIREMENTS	
(1)	Protection class	: EN/IEC 60601
(2)	Protection class by casing	: IPX7 or better
(3)	EC Certification	
(4)	Manufacturer ISO 13485	
(5)	ISO 9714	
(6)	Warranty at least 12 months	
4. SPAF	RE PARTS	
(1)	Autoclavable oscillating engine	: 1 unit
(2)	Autoclavable rotary, 2-way, cannulated rotation m	otor : 1 unit
(3)	Rechargeable batteries	: 1 unit
(4)	Chargers	: 1 unit
5. CON	SUMABLES	
Not req		
6. NOT	E	
Can be	autoclaved up to 135 degrees Celsius.	

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁴

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁵)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **19/01939**

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

(to be fulfilled for Lots bided only)

Lot 1:

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price, USD VAT 0%	Total Price per Item, USD VAT 0%
1	Ultrasound apparatus, including consumables:	1 pc.			
	Echo gel	5 l			
	Printer paper	12 rolls			
	Total Prices of Goods ⁶				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

Lot 2:

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price, USD VAT 0%	Total Price per Item, USD VAT 0%
1	Arthroscope	1 pc.			
	Total Prices of Goods ⁷				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

⁴ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁶ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

⁷ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

Lot 3:

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price, USD VAT 0%	Total Price per Item, USD VAT 0%
1	Suction-irrigation unit, including:	1 pc.			
	Suction tube	5 sets			
	In and outflow tubing for irrigation	5 sets			
	Total Prices of Goods ⁸				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation	1			

Lot 4:

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price, USD VAT 0%	Total Price per Item, USD VAT 0%
1	Shaver system for orthopaedics, including:	1 pc.			
	Reusable shaver blades	≥5 pcs			
	Total Prices of Goods ⁹				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

Lot 5

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price, USD VAT 0%	Total Price per Item, USD VAT 0%
1	Orthopaedic bone drill, including:	1 pc.			
	Autoclavable oscillating engine	1 pc.			
	Autoclavable rotary, 2-way, cannulated rotation motor	1 pc.			
	Rechargeable battery	1 pc.			
	Charger	1 pc.			
	Total Prices of Goods ¹⁰				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation	1			

⁸ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ ⁹ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ ¹⁰ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

TABLE 2 : 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: 60 days				
Country/ies Of Origin ¹¹ :				
Validity of Quotation				
All Provisions of the UNDP General Terms and Conditions				
Warranty at least 12 months				
Authorized Service Center in the Republic				
of Moldova and/or neighboring countries				
Ukraine or Romania				
After-sale services: Technical support; Provision of Service Unit when pulled out for maintenance/repair				

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]

¹¹ 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 <u>Force Majeure</u>), 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

- 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. 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.