Request for Proposal (RFP)

Date: 22/08/2011

Dear Sir/Madam,

Subject: RFP for Biomedical Equipment Maintenance. Ref : 273-2011-RFP-UNDP-GFATM

1. You are requested to submit a proposal for **RFP for Biomedical Equipment Maintenance to UNDP Tajikistan** as per enclosed Terms of Reference (TOR).

   The successful bidder/s shall be contracted (Long Term Agreement) for provision of biomedical equipment repair and maintenance services for an initial period of one year and renewable thereafter for another one year, subject to satisfactory performance.

   The Long Term Agreement shall not impose a minimum guarantee on volume of services to be requested on the part of UNDP Tajikistan.

2. To enable you to submit a proposal, attached are:

   i. Instructions to Offerors …… . (Annex I)
   ii. Terms of Reference(TOR)……(Annex II)
   iii. Proposal Submission form……(Annex III)
   iv. Price Schedule …… … …….(Annex IV)
   v. General Conditions of Contract ……(Annex V)

3. Your offer comprising of technical proposal and financial proposal, should be submitted in the sealed envelope and deposited at the designated box at the entrance of the UNDP Office in Tajikistan at the following address: 39, Ayni Street, Dushanbe, Tajikistan or sent via email to the following email address: procurement.tj@undp.org not later than **{15 September 2011, 12:00 local time}.** The cover of the envelope should contain the following information - RFP Reference Number, the Date of Submission and the Name of the Offeror. E-mail application should clearly state the RFP Reference Number in the Subject Line of the e-mail. All offers should be duly signed and stamped. Offers that are not duly signed and stamped, as well as late offers will be disqualified automatically.

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

5. Requests for additional information and queries should be sent to the procurement.tj@undp.org address. E-mail should clearly state the RFP Reference Number in the subject line of the message. No phone calls please.

Yours Sincerely
Mr. Rastislav Vrbensky
UNDP Country Director in Tajikistan

Annex I

Instructions to Offerors

A. Introduction

1. General

This Request for Proposal (RFP) was prepared to seek proposals from eligible and qualified bidders to participate in the competition for implementation of tasks set forth in the terms of reference annexed hereto.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will be in no case responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization's mailing address indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing (through the same source of mass-media where the RFP was placed for advertisement and through the UNDP's web-site: www.undp.tj) of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal **RFP Ref: 273-2011-RFP-UNDP-GFATM**

Proposals prepared by bidders comprising of correspondence and documents thereby shall be written in English or Russian language. Any printed materials submitted by bidders can be in any language other than Russian; however the main documents in Offer should be supported with English and Russian translation that shall prevail in case of interpretation. In that case, for interpreting purposes of the BID/OFFER following conditions will be applied: For the local companies, version translated into Russian, while for foreign companies, version translated into English will prevail.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

(a) Proposal submission form;

(b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;

(c) Price schedule, completed in accordance with clauses 8 and 9;

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's previous and present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be dearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

Important
Operational and technical part of the BID/OFFER should not contain or display any information regarding pricing, in spite of provided forms. Any information regarding pricing must be indicated separately and in corresponding PRICE TABLE, which ***must be*** *presented in a separate envelope - #2.*

10. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency. Exchange of currencies will be based on the UN Operational Exchange rate applicable for the date of financial proposals opening.

11. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.
In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.
The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be addressed to :

Mr. Rastislav Vrbensky, Country Director,
United Nations Development Programme,
39 Aini Street, Dushanbe, Tajikistan, 734024.

Marked with:

"RFP for Biomedical Equipment Maintenance."

Case number: **RFP Ref: 273-2011-RFP-UNDP-GFATM**

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 7(a) above (**Proposal Form/Technical Proposal)**. The second inner envelope shall include the price schedule duly identified in Clause 7(c) (**Financial Proposal)**.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause Sealing and marking of Proposals no later than **13 September 2011, 12:00 local time.** The procuring UNDP entity may, at its own discretion extend this deadline for submission of Proposals by amending the solicitation documents in accordance with clause Amendments of Solicitation Documents, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals. No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

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

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

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

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

21. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The

price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum **70%** score in the technical evaluation, will be compared. The contract will be awarded to the Contractor with the highest combined technical and financial score.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal relevant to this assignment	30%	300					
2.	Methodology -Proposed Work Plan and Approach	40%	400					
3.	Proposed personnel(Qualification and experience of key staff)	30%	300					
	Total		**1000**					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Section 1: Expertise of Firm / Organisation Submitting Proposal

Technical Proposal Evaluation Section 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Reputation of Organization and Staff (Competence / Reliability**)(How many years , experience in servicing various brands, number of clients, etc)**	200					
1.2	Experience in the Region	100					

	Geographical coverage in Tajikistan/ Central Asia Region						
		300					

Section 2: Methodology - Proposed Work Plan and Approach

Technical Proposal Evaluation Section 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Methodology – Work Plan and Approach							
2.1	Is the scope of task well defined and does it correspond to the TOR	30					
2.2	How will the company respond to the request for maintenance services**?(the planned and regular schedules of maintenance)**	150					
2.3	How fast the company will fulfill the order for maintenance services? **?(provision of contact persons in Tajikistan and provision of emergency standby technical personnel)**	150					
2.4	Proposal for the on-the job training for end users in aspects of minor repairs, servicing and preventive maintenance	70					
		400					

Section 3: Proposed personnel

Technical Proposal Evaluation Section 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Proposed Personnel								
3.1	**Supervisor**							
	General Qualification		10					
	Professional experience in the area of specialization		100					
	Language skills		20					
	Knowledge of the region		20					
3.1	**Technicians :**							
	General Qualification		10					
	Professional experience in the area of specialization/Suitability for the assignment		100					

	Language skills		20					
	Knowledge of the region		20					
	Total Part 3		300					

F. Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned, i.e. the proposal with the highest combined technical and financial score. The pass mark for technical score is **70%.** Only those passing the technical score will be evaluated financially.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

25. Performance security***(Not Applicable)***

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

Annex II
Section 1: Proposal Submission Form

Proposal Submission Form

Dear Mr. Rastislav Vrbensky,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we undersigned, offer to provide services according to Terms of Reference (TOR) for:

"**RFP for Biomedical Equipment Maintenance."** In total amount specified by us in the Annex "Price Schedule", which is making part of the present proposal,

In case of consideration of our proposal to be accepted for the contract awards, we warrant full completion of services, as specified within the context of the contract and terms thereof.
We agree to abide by this Proposal for a period **of 90 days** from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Company Name

_____

Address, telephone

_____

Applicant Name

_____

Position

_____

Signature / stamp

Dated this day/month/year

Section 2: Documents Establishing the Eligibility and Qualifications of the Proposer

S/N	Description
1.	Full name of the Company
2.	Year of establishment
3.	Registration/certification by the relevant authorities
4.	Postal Address in the Country of Registration
5.	Company's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*

Annex III
TERM OF REFERENCE

BACKGROUND INFORMATION

UNDP Tajikistan is the Principal Recipient of three GFATM grant. UNDP Project "Strengthening Tuberculosis, HIV/AIDS and Malaria Prevention and Control Program in the framework of Health System reform in the Republic of Tajikistan" Phase I started 1 October 2009 and will end in September 2011. The overall goal of the project is to reduce TB burden in Tajikistan by 2015 with focus on enhancing TB prevention and control program within the health reforms undertaking currently in the country. The project focuses on strengthening and scaling up the current components of the National TB Control Program for 2010-2015 and implementation of new approaches and focuses by involving private and other sectors in control of TB and other communicable diseases.
The TB laboratory and HIV/AIDS Testing centers network in Tajikistan is still under the process of development. As a three level service, The TB Laboratories are currently performing smear microscopy at primary health care (PHC) and TB Dispensaries levels, culture examinations that are performed in two regional laboratories in Sogd and Khatlon, and the National reference laboratory (NRL) based in Dushanbe performing all: microscopy, culture, DST and molecular and genetic tests. The National Reference Laboratory (NRL) is responsible for coordination of all lab activities and quality control of TB tests in laboratories. The laboratory is also functioning as a third level diagnostic laboratory, training and research centre.
The HIV/AIDS testing centers includes a National Reference Center based in Dushanbe and a regional testing centers. The testing centers performs a variety of tests which includes express tests (rapid tests for HIV antibodies), Enzyme linked immunosorbent assay (ELISA) and the PCR/DNA tests as confirmatory.

The Malaria Laboratory is very well functioning, at the PHC level in case of suspicious to malaria the RDTs is and in case of positive result a thick blood slide and thin smear for malaria shall be taken and sent to laboratory, as according to the order of MoH the malaria cases are officially registered only after laboratory confirmation.

3. Objective of the Assignment

The objective of this assignment is to select a highly reputable company or companies to engage in the following services:

a) Technical servicing of the list of equipments in TB Culture and HIV/AIDS Testing Centers including Radiologic equipments in Regional and district centers (See Annex III – List of Equipment).
b) Maintenance and periodic preventive servicing for the above mentioned machines in the sites in a regular period (quarterly basis) as agreed in the contract.
c) To provide technical on the job training on minor repairs, cleaning, disinfection as well as proper usage of the biomedical machines in the sites in a regular period (quarterly basis) as agreed in the contract for end users.
d) To help in developing the systems of reporting on machine breakdown and servicing in various points of the country.

e) To provide UNDP GFATM of a detailed report on all biomedical machines viability and its state of use every quarter.
f) To build the capacity of local biomedical maintenance companies through a formal partnership to ensure sustainability of simple maintenance skills
g) To build the capacity of biomedical officers in the national reference laboratories on preventive maintenance and minor repair techniques

4. Description of required services

The company to be contracted for an initial period of one year and renewable thereafter for another one year, subject to satisfactory performance will be required to undertake the following activities:

a) Servicing, maintenance of HIV/AIDS Testing ELISA machines including washers and components as well as to conduct operating systems software upgrade.

b) Servicing, maintenance including cleaning and disinfection of Becton and Dickinson Bactec MGIT960™ or BBL MGIT as well as to conduct operating systems software upgrade and database backup.

c) Servicing, maintenance including cleaning and disinfection of Becton and Dickinson BD Facs Count™ or CD4 counting machine (Flow cytometry); calibration of electronic pipettes and provision of essential accessories as well as to conduct operating systems software upgrade and database backup.

d) Servicing, maintenance including cleaning and disinfection of Human Systems™ spectrophotometers and hematology analyzers operating systems software upgrade, database backup and tubing change as required by the equipment manufacturers

e) Servicing and maintenance of Biological safety cabinets and should be able to conduct regular cleaning and disinfection in a regular period as well as changing of HEPA filters.

f) Servicing and maintenance of Autoclaves as well as to conduct regular cleaning, decalcification and disinfection in a regular period as well as changing of tubing filters and pressure locks; possible software upgrade as required by the equipment manufacturer.

g) Servicing and maintenance of Radiologic Equipments (X-rays) for both mobile and stationary, as well as to conduct regular calibration, electrical wirings check up, possible software upgrade as required by the equipment manufacturer.

h) Servicing and maintenance of Incubators as well as to conduct regular cleaning and disinfection in a regular period as well as changing of lamps, digital temperature calibration and air vents; possible software upgrade as required by the equipment manufacturer.

i) Servicing, repairs and preventive check including battery change, oil and lubricant change and electrical repairs on standby power generators installed in every sites.

j) Servicing and preventive checks including Freon/refrigerant change, electrical repairs for air-conditioning and refrigeration equipments.

k) Servicing and preventive checks including cleaning, disinfection as well as electrical repairs for centrifuge and if necessary, change of refrigerant for refrigerated centrifuge.

l) Servicing and preventive checks including cleaning, disinfection as well as electrical repairs for all other biomedical equipments listed in the list of equipments.

m) Provide electrical repairs, re-wiring give recommendations for the installment of safe and proper electrical plugs and power supply.

n) Provide recommendations for proper mounting, installing and proper use of biomedical equipments with possibility of suggesting additional furniture for installation.

o) Provide a detailed plan and list of spare parts acquisition to all the machines to be serviced in all regional sites and coordinate with the UNDP GFATM on the procurement of such spare parts in a timely and well coordinated manner.

p) Able to submit a Standard Operation Procedures in both ENGLISH and RUSSIAN for detailed Machine Preventive Maintenance of each specific machine serviced for easy reference to the end users.

q) To train end users in the proper usage of biomedical machines, minor repairs, cleaning and disinfection and other preventive maintenance activities to be done in a regular monthly or quarterly period.

r) To create a systems of information gathering, database of machines spare parts and its storage, and reporting procedures on machine breakdown.

s) To appoint a technical service personnel available in a short period of time to conduct spot checks, servicing and repairs in emergency cases outside the regular servicing schedule.

t) To coordinate with the UNDP GFATM Lab specialist on a monthly basis as well as coordination on machine state of usage

3. Expected outputs

a) Detailed report on the state of equipment use and viability for all list of equipments on a quarterly basis.
b) No disruption of lab services due to equipment breakdown
c) Timely purchase of equipment spare-parts.
d) Well trained end users on the proper use of equipments and knowledge preventive measures in using the equipments.
e) Collaboration with UNDP GFATM Lab specialists and end users on machine servicing and preventive maintenance issues.

4. Requirements

A. Bidders/Company should be a reputable company with at least two (2) years of experience in servicing electronic biomedical equipments and should be able to present the following proof of incorporation:
   i. Company Certification of Registration or accreditation in their host country to engaged in such services
   ii. Relevant company profile and field of services including connections with international biomedical equipments supplier.

iii. Relevant information on existing contracts with other hospitals or institutions that they have served previously or concurrently in the field of biomedical equipment repairs, preventive maintenance checks.
iv. Profile on its technical staff and service engineers.
v. Proof of company's financial viability to enter into a contract or statement of assets and liabilities.

B. Bidders/Vendors should be clear on the WARRANTY on parts and services of the machine and should be able to present at least one (1) year of proposal plan to:
   i. Engage in the services and maintenance of the machine in either quarterly or periodic checks.
   ii. Cost estimation of the services to be rendered including a summary/list of the spare parts needed in the attached list of equipments to be services
   iii. Train end users (lab staff, technician and specialist) on the basic installation, cleaning, disinfection and minor repairs of the list of equipments.
   iv. A bidder can propose long term agreement for all proposed lists of equipments in this bidding document or also propose for specific equipments with justifications. However, companies certified to perform the bio-medical maintenance for all the listed equipments in this list will be given a priority.

C. Bidders/vendors should present a certification of authorization from equipment manufacturer detailing that they are the official designated service companies/firm for the following line of equipments/brands:
   i. Becton and Dickinson – BacTec MGiT 960, CD4 Facs Count and other equipments
   ii. Human Diagnostics – Humalyzer, HumaCount, HumaReader and other lines from this manufacturer.
   iii. ESCO Systems – biological safety cabinet product lines
   iv. Siemens – radiologic imaging product lines
   v. BioTek Systems – ELISA reader and washers product lines
   vi. TECAN Systems – ELISA reader and washer lines
   vii. And for others not mentioned, the bidders should present a track record of experience servicing these equipments

Section 3: Technical Submission Format

Name of Proposing Organisation/Firm	
Country of Registration	
Name of Contact Person for this Proposal	
Address	
Phone	
Fax	
Email	

Section 1: Expertise of Firm/Organisation Submitting Proposal

1.1. General Organisation Capacity

This section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1.1 Brief Description of Firm:
Provide a brief description of the organization / firm submitting the proposal, including the year and country of incorporation, types of activities undertaken, and approximate annual billings. The Offeror shall demonstrate its corporate capability with regard to the requirements of the Terms of Reference. Include a description of your present and ongoing contracts that have a direct relationship to this requirement.

1.1.6 Relevance of Specialized Knowledge and Experience on Similar Assignments:
Describe the experience of the organization in providing biomedical equipment maintenance services. Provide at least 3 references

Assignment	Client	Contract Value	Period of Activity (from/to)	Reference Contact Details(Name ,Phone,Email

Section 2: Proposed Work Plan and Approach,

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the Terms of Reference (TOR).

4.1 Analysis approach, methodology, and timeline: Please provide a description of the Offeror"s approach, methodology, and timeline for how the organization / firm will achieve the Terms of Reference (TOR) of the project while meeting or exceeding the stipulations of the TOR 4.2 Properly define the scope of work Please provide a description of how you will deliver the scope of work as per TOR. How will the company respond to the request for maintenance services?(the planned and regular schedules of maintenance Proposal for the on-the job training for end users in aspects of minor repairs, servicing and preventive maintenance

Section 3: Personnel

Please include Curriculum Vitae for the team of Consultants (managerial and staff) being proposed that will be involved either full time or part time on this project. CVs should demonstrate qualifications in areas relevant to the Terms of Reference in Annex III. The quality of key personnel proposed will be an evaluation factor.

Please use the format below, with each CV.

Name:		
Position for this assignment:		
Nationality:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience		
Relevant Experience(From most recent):		
Period: from - To	Name of assignment	Job Title and Activities Undertaken
References(Minimum 3)	*Name/Title/Organization/Contact Information – Phone; Email)*	

Annex IV

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

The bidder should prepare Price Schedule in **second separate envelop** as described in the Instructions to Offertory.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. ’

Proposal prices should be provided for servicing the biomedical machines listed, however for maintenance a generic pricing can be provided, if available or note should be provided how the price quote will be done after the maintenance of the specific biomedical equipment.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

Annex V

General Conditions of Contract

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims,

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

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

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

(i) Name UNDP as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

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

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

E. 9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions

as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

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

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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

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 Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL
Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article 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 relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

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

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

19 CHILD LABOUR

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

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

20. MINES

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

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

21. OBSERVANCE OF THE LAW

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

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.