



## Invitation to Bid

Ref. no. **ITB12/00496**

Date: **2 February 2012**

Dear Sir/Madam,

**Subject: ITB for the supply of mobile fluoroscopic C-Arm system (re-launch)**

1. UNDP Moldova hereby solicits your bid for the supply of medical equipment as per the Schedule of Requirements (Annex V) and Technical Specifications (Annex VI).
2. To enable you to submit a bid, please find enclosed:

|             |   |
|-------------|---|
| Annex I.    | Instructions to Bidders                       |
| Annex II.   | Bid Data Sheet                                |
| Annex III.  | General Terms and Conditions                  |
| Annex IV.   | Special Conditions                            |
| Annex V.    | Schedule of Requirements                      |
| Annex VI.   | Technical Specifications                      |
| Annex VII.  | Bid Submission Form                           |
| Annex VIII. | Price Schedule                                |
| Annex IX.   | Confirmation of bid submitted for ITB11/00456 |

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

Contact Person: **Jana Midoni, Project Associate**  
Name of Office: **United Nations Development Programme in Moldova**  
E-Mail: [jana.midoni@undp.org](mailto:jana.midoni@undp.org)

UNDP Moldova will organise on its premises a pre-bidding conference on 9 February 2012 at 12:00. Representatives of all interested bidders are invited to attend. To confirm participation, please, send a message to [jana.midoni@undp.org](mailto:jana.midoni@undp.org) by COB on 8 February 2012.

4. Bids must be delivered to UNDP Moldova office on or before **11:00** (Moldova local time) on **23 February 2012**. Late bids shall be rejected.

Bids can be submitted either in hard copy or electronically.

- a) Documents/bids in hard copy need to be addressed to:

**UNDP Moldova,**  
**131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova**  
**Attention: Registry Office/Procurement**

- b) Bids sent electronically need to be addressed to the following e-mail address:

**[tenders-Moldova@undp.org](mailto:tenders-Moldova@undp.org)**

**Note:** Companies which submitted a bid for **ITB11/00456** may choose to confirm the validity of their offer by submitting a confirmation as per Annex IX.

5. Bids will be opened in the presence of Bidders' Representatives, who chose to attend at 131, 31 August 1989 Street, MD-2012 Chisinau, Moldova, on **23 February 2012** at **12:00** (Moldova local time).
6. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

A handwritten signature in black ink, appearing to read 'MDimovska', is written over the typed name.

Matilda Dimovska  
Deputy Resident Representative

A small, stylized handwritten mark or signature in the bottom right corner of the page.

## INSTRUCTIONS TO BIDDERS

### A. Introduction

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

### B. Solicitation Documents

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

### C. Preparation of Bids

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

### 8. Documents Comprising the Bid:

The Bid must comprise the following documents:

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

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

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

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

## 10. Documents Establishing Equipment' Conformity to Bidding Documents:

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

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

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

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

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

## 13. Bid Security - NOT REQUIRED:

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser in the amount of 5 % of the Offer Value.
- (b) The Bid Security is to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 13(g) below.
- (c) The Bid Security shall be denominated in the currency of the Purchase Order or in a freely convertible currency and shall be in one of the following forms:
  - i. bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad, and in the form provided in these Solicitation Documents, or,
  - ii. cashier's cheque, or certified cheque.
- (d) Any Bid not secured in accordance with Clauses 13 a) and 13 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 20 of Instructions to Bidders.
- (e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 12 of Instructions to Bidders.
- (f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders.
- (g) The Bid Security may be forfeited:
  - 1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
  - 2) In the case of a successful Bidder, if the Bidder fails:
    - i. to sign the Purchase Order in accordance with Clause 26 of Instructions to Bidders, or,
    - ii. to furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

## D. Submission of Bids

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

## 15. Sealing and Marking of Bids:

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

15.2 The inner and outer envelopes shall:

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

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

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

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

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

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

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

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

**E. Opening and Evaluation of Bids**

**18. Opening of Bids:**

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

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

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

18.4 The Purchaser will prepare minutes of the Bid Opening.

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

**20. Preliminary Examination:**

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

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

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

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

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

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

| <b>Evaluation Criteria</b> |   |
|----------------------------|---|
| 1.1                        | Compliance with pricing conditions set in the ITB.  |
| 1.2                        | Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.   |
| 1.3                        | Compliance with Special and General Conditions specified by these Solicitation Documents.   |
| 1.4                        | Compliance with start-up, delivery or installation requirements set by the procuring entity.  |
| 1.5                        | Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.  |
| 1.6                        | Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc). |
| 1.7                        | Proof of after-sales service capacity and appropriateness of service network.   |
|                            |   |

#### **F. Award of Contract**

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

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

## BID DATA SHEET

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

| Relevant clause(s) of Instruction to Bidders                 | Specific data complementing, supplementing, or amending instructions to Bidders  |   |  |
|--|--|---|--|
| Language of the Bid  | <input checked="" type="checkbox"/> <b>English</b>   | <input type="checkbox"/> French                                       | <input type="checkbox"/> Spanish <input type="checkbox"/> Other:             |
| Bid Price  | The prices quoted shall be as per following INCOTERMS 2010 and place:<br><input type="checkbox"/> FOB <input type="checkbox"/> FCA <input type="checkbox"/> CPT <input checked="" type="checkbox"/> <b>DAP</b><br>Place: |   |  |
| Documents Establishing Bidder's Eligibility & Qualifications | <input checked="" type="checkbox"/> <b>Required</b>  | <input type="checkbox"/> Not required                                 |  |
| Bid Validity Period  | <input checked="" type="checkbox"/> <b>120 days</b>  | <input type="checkbox"/> Other:                                       |  |
| Bid Security   | <input type="checkbox"/> Required  | <input checked="" type="checkbox"/> <b>Not required</b>               |  |
| Preliminary Examination – completeness of bid                | <input type="checkbox"/> Partial bids permitted  | <input checked="" type="checkbox"/> <b>Partial bids not permitted</b> |  |
| Purchaser's Right to Vary Requirements at Time of Award      | <input checked="" type="checkbox"/> <b>15 percent, increase or decrease remain unchanged</b>   | <input type="checkbox"/> Condition waived                             | <input type="checkbox"/> Condition applies but change limit to ..... percent |
| Compliance with any other clause required?                   | <input checked="" type="checkbox"/> No   | <input type="checkbox"/> Yes:   |  |

## **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 equipment in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

### **2. PAYMENT**

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

### **3. TAX EXEMPTION**

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

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

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

Risk of loss, damage to or destruction of the equipment shall be governed in accordance with DAP 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 equipment.

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

The Supplier warrants that the equipment, including packaging, conform to the specifications for the equipment ordered under this Purchase Order and is fit for the purposes for which such equipment is 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 equipment is contained or packaged adequately to protect the equipment.

### **7. INSPECTION**

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

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 equipment 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 equipment 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 equipment by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

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

## **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the equipment 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 equipment 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 equipment or services to UNDP without specific permission of UNDP in each instance.

## **14. CHILD LABOUR**

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

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

## **15. MINES**

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

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

## **16. SETTLEMENT OF DISPUTES**

### **16.1 Amicable Settlement**

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

### **16.2 Arbitration**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60)



days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**17. PRIVILEGES AND IMMUNITIES**

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

## Special Conditions

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

| <b>General requirements</b>                              |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> <b>Applies</b>       | <input type="checkbox"/> Does not apply            | a) The Bidder guarantees that the equipment offered is new and has never been used before;<br>b) When shipping, storing and delivering the equipment, the Bidder must conform with all laws, conventions and regulations pertaining to health and safety matters applicable to this type of equipment  |
| <b>Warranty/Guarantee</b>                                |  |  |
| <input checked="" type="checkbox"/> <b>Applies</b>       | <input type="checkbox"/> Does not apply            | If, within 36 months after the equipment have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.   |
| <b>Liquidated damages</b>                                |  |  |
| <input checked="" type="checkbox"/> <b>Applies</b>       | <input type="checkbox"/> Does not apply            | If the Supplier fails to supply the specified equipment within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed equipment for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed equipment Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order   |
| <b>Performance security</b>                              |  |  |
| <input type="checkbox"/> Applies                         | <input checked="" type="checkbox"/> Does not apply | c) Within 30 days of receipt of the Purchase Order from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value.<br>d) The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity.<br>e) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.<br>f) The Performance Security shall be denominated in the currency of the Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents.<br>g) The Security will be returned to the Supplier within 30 days of completion of the Purchase order, including any warranty obligation. |
| <b>Compliance with any other condition (s) required?</b> |  |  |
| <input checked="" type="checkbox"/> Applies              | <input type="checkbox"/> Does not apply            | Additional conditions are described in the Schedule of Requirements (Annex V).   |

## **SCHEDULE OF REQUIREMENTS**

### ***Scope and Minimum Requirements:***

UNDP Moldova is inviting bids for the supply of mobile fluoroscopic C-Arm system as per Technical Specifications presented in Annex VI. Unless indicated otherwise, all parameters in the Technical Specifications indicate the minimum requirements. Offered equipment that does not comply with the minimum requirements shall be disqualified. Partial Bids are not allowed.

### ***Certificate(s) of Conformity:***

Bidders shall provide copies of the documents, confirming that the equipment is in compliance with compulsory requirements (norms and standards) for such type of equipment - certificate(s)/record(s) of conformity, issued or acknowledged by relevant regulatory entity/body.

### ***Supplier Qualifications:***

*Profile of the company:* bidders shall give a brief description of the company including copy of company registration documents;

*Details of years in business:* a minimum of three years experience in supply of medical equipment is required;

*Local Dealer/Representative/Company:* bidders shall provide the name of the entity in Chisinau, Moldova for warranty/guarantee repair, maintenance, etc, and shall describe the conditions applicable for warranty repairs and replacement of parts;

*Financial capacity of company:* bidders shall provide copy of the company's financial balance sheet for the last three fiscal years (companies from Moldova shall provide copy of financial balance sheet endorsed by the National Bureau of Statistics of the Republic of Moldova; companies from abroad shall provide audited financial report by a reputable specialised agency), in order to prove its financial health and provide reasonable assurance whether it can pay off its financial obligations. Based on provided documents, the quick ratio (ratio between the company's liquid assets and its current liabilities) shall be calculated in order to evaluate the financial health of the bidder. A quick ratio lower than 1 shall be grounds to disqualify the bidder.

### ***Delivery and Installation:***

The supplier is responsible for the transportation of the C-arm to the beneficiary's premises and its installation. This includes all equipment, tools, measuring tools and personnel required for the unloading and installation of the C-arm. The equipment will be used in the room at the second floor, and the room will be prepared for appropriate use of C-arm by the beneficiary based on the requirements provided by the supplier. The installation work is completed when the C-arm is ready for acceptance testing.

Completion of installation will be certified by the head of the installation team and a representative appointed by UNDP-Moldova.

The bidder must supply details of the installation team and demonstrate that they are experienced in the installation of similar equipment.

The supplier must not make any damage to the beneficiary's building or equipment sustained as a result of the installation.

All tools, packaging and other waste materials must be removed before installation is considered complete. All costs relating to the installation work including, but not limited to, labour, lodging and travel must be paid for by the supplier.

The bidder must provide a detailed schedule, including timings, for the transportations and installation of the equipment.

The bidder must provide brief details of the packaging and transportation used during delivery of the equipment.

### ***Acceptance/Performance Test:***

After installation is accepted as complete, the supplier and personnel from the beneficiary will test the equipment supplied to ensure it meets and comply with the specifications and agreed requirements.

The acceptance/performance tests will be certified complete by the head of the supplier's testing team and a representative appointed by UNDP-Moldova.

The bidder must include in the proposal details of the proposed acceptance/performance tests. This will include details of the testing team and the time required for testing.

Before putting the Mobile Fluoroscopy C-Arm into function the Beneficiary must obtain all required authorization according to national legislation for the rooms and equipments. The bidder shall in his proposal confirm in writing that he will assist in providing documents, calculations, drawings etc. beneficiary to obtain the required permission for the C-Arm.

***Training:***

Training for four days at the beneficiary's institution will be required, immediately after installation. The bidder must include in the proposal details of the proposed training programme and the training team.

***Maintenance and Warranty:***

The bidder's proposal will include a full description of a service and preventative maintenance warranty including as a minimum:

- Frequency of routine visits
- Work carried out during routine visits, including details of the quality check programme
- Consumables and spare parts included in the warranty
- Proposals for software updates during warranty period
- Response times including for both telephone consultation and emergency technician call-out
- Availability of spare parts and consumable in the region.
- Costs to be borne by the beneficiary during the warranty period

The bidder will offer up to three years full warranty, including service and maintenance. The warranty period shall be determined based on budget availability and received bids.

The selected full warranty period will begin immediately after acceptance of the equipment by the beneficiary following successful acceptance/performance testing of the mobile C-arm.

If the bidder intends to contract a local company for service and maintenance during the warranty:

- a. Details of the local company need to be included in the bidder's proposal
- b. The local company needs to be authorised and licensed by the manufacturer and confirmation of this included in the bidder's proposal
- c. The bidder must provide confirmation in the proposal that all maintenance and service personnel have passed the manufacturer's most recent training programme for maintenance and repair of the C-arm to be supplied.

Spare parts are to be supplied for a minimum of 10 years following acceptance of the equipment by the beneficiary. Confirmation of this must be included in the bidder's proposal.

***After-sales service:***

An authorised Service Centre in Chisinau must be available for all offered equipment. Service Centre authorisation (copy) must be included (confirmed) in bid documents.

***Payment terms:***

Equipment purchased will be paid through bank transfer to the given bank account, within 30 days upon delivery and submission of supply invoice. Please, note that all UNDP purchases are exempt of customs duties, VAT and other taxes.

## TECHNICAL SPECIFICATIONS

### General requirements

|   |   |
|---|---|
| <b>Dimensions of all system subassemblies (please specify):</b> | weight (kg)   |
|   | height (cm)   |
|   | length (cm)   |
|   | width (cm)  |
| <b>Electrical system requirements:</b>                          | All electrical components will plug the network card type F "Schuko"  |
|   | Line power: 220 Volt monophasic   |
|   | Frequency: 50 Hertz   |
| <b>Physical and environmental conditions:</b>                   | Environment Temperature: min -20 max +40oC  |
|   | Humidity: 30-100%   |
| <b>AC power variation:</b>                                      | Equipment should operate satisfactorily from -12.5% to +8% of the nominal voltage of 220 volt network   |
|   | Equipment should not be destroyed in variations of -21% to +12.5% of the nominal voltage of 220 volt network  |
| <b>Electromagnetic interference (EMI):</b>                      | Device performance should not be affected by radiated EMI from power lines or induced by other devices  |
| <b>Quality of construction:</b>                                 | Equipment must not have sharp edges   |
|   | All the parts must be firmly fixed  |
|   | Equipment must be safe and provide adequate protection against moving parts and parts under voltage   |
|   | Equipment must be constructed of durable materials and to withstand typical use and cleaning  |
|   | Switches, buttons and other control components must be designed for heavy use   |
|   | Terminals mechanical, and electrical and pneumatic connectors, jacks, joints must be designed so as to prevent ingress of liquids, connecting incorrect and inappropriate use of connectors |
|   | Connections must be secure and resistant to accidental disconnection and if necessary to maintain sterility   |
| <b>Labeling:</b>  | All equipment provided shall bear the CE mark   |
|   | Labels and markings must be clear and legible   |
|   | Labels and markings must be durable enough to withstand that routine cleaning and normal wear   |
|   | Legend appropriate warnings must be placed on the device  |

### Specific requirements

|                   |       |  |                        |
|-------------------|-------|--|------------------------|
| FDA CLEARANCE     |       | Yes  |                        |
| CE MARK (MDD)     |       | Yes  |                        |
| DESCRIPTION       |       | Suitable for spine surgery and orthopedics with 3D reconstruction applicable for spine surgery and orthopedics |                        |
| <b>X-RAY TUBE</b> |       |  |                        |
|                   | ANODE |  |                        |
|                   |       | Type   | Rotating or Stationary |
|                   |       | Maximum output: @ 220 VAC  | ≥20 mA                 |
|                   |       | Housing heat capacity, HU  | ≥700,000               |
|                   |       | Cooling, HU/min  | ≥40,000                |
|                   |       | FOCAL SPOT SIZE, mm  |                        |
|                   |       | Radiographic mode  | 0.6                    |

|                                     |                                  |  |                               |
|-------------------------------------|----------------------------------|--|-------------------------------|
|                                     |                                  | Fluoroscopic mode  | 0.3 – 0.6                     |
| <b>X-RAY GENERATOR</b>              |                                  |  |                               |
|                                     | TYPE                             | High-frequency   | Yes                           |
|                                     | Power rating, kW @ 100 kVp       |  | ≥2                            |
|                                     | Radiographic mode                |  |                               |
|                                     |                                  | kV range   | 40 – 110                      |
|                                     |                                  | mA range   | 0 - 60                        |
|                                     |                                  | mAs range  | 1 – 100                       |
|                                     |                                  | AEC  | Yes                           |
|                                     |                                  | Exposure time, sec   | 0.1-5                         |
|                                     | Fluoroscopic mode                |  |                               |
|                                     |                                  | kV range   | 40 – 110                      |
|                                     |                                  | mA range   | 0.5 – 20                      |
|                                     |                                  | Pulsed fluoroscopy   | Yes                           |
|                                     |                                  | Pulses per sec   | 5 - 15                        |
|                                     |                                  | ABS control  | Yes                           |
|                                     |                                  | Snapshot mode  | Yes                           |
| <b>IMAGE DETECTOR</b>               |                                  |  |                               |
|                                     | TYPE                             |  | Image intensifier             |
|                                     | Diameter, cm (in)                |  | ≥23 (9)                       |
|                                     | Camera type                      |  | CCD                           |
|                                     | Camera resolution                |  | ≥1k x 1k                      |
| <b>MONITOR</b>                      |                                  |  |                               |
|                                     | SIZE, cm (in)                    |  | ≥45.7 (18) dual               |
| <b>CASSETTE HOLDER</b>              |                                  |  |                               |
|                                     | SIZE, cm (in)                    |  | 24 x 30 (9 x 12)              |
| <b>3-D CAPABILITIES</b>             |                                  |  |                               |
|                                     | Areas of applicability           | Spine surgery (cervical, thoracic, lumbar, and sacral areas) and orthopedics | Yes                           |
|                                     | 3-D cone beam CT acquisition     |  | Yes                           |
|                                     | Acquisition time, sec            |  | 30 – 60                       |
|                                     | Image processing time, sec       |  | 0 – 180                       |
|                                     | Field of view, cm (in)           |  | ≥12 (4.8)                     |
|                                     | Maximum volume coverage, cm (in) |  | ≥1728 cm <sup>3</sup> (110.6) |
|                                     | Voxel size, mm x mm x mm         |  | ≤ 0.5x0.5x0.5                 |
|                                     | Processing and review            |  |                               |
|                                     |                                  | Standard multiplanar reconstruction  | Yes                           |
|                                     |                                  | Maximum intensity projection   | Yes                           |
|                                     |                                  | Volume rendering   | Yes                           |
|                                     |                                  | Import of presurgical images   | Yes                           |
| <b>IMAGE PROCESSING AND STORAGE</b> |                                  |  |                               |
|                                     | Video storage type               |  | Digital                       |
|                                     | Capacity, number of images       |  | ≥10,000                       |
|                                     | Image matrix size                |  | ≥1024 x 1024, 10 bits         |
|                                     | Last-image hold                  |  | Yes                           |
|                                     | Frame integration                |  | Yes                           |
| <b>DICOM 3.0 CONFORMANCE</b>        |                                  |  |                               |
|                                     | Print                            |  | Yes                           |
|                                     | Store                            |  | Yes                           |
|                                     | Retrieve                         |  | Yes                           |
|                                     | Work flow                        |  | Yes                           |
| <b>C-ARM</b>                        |                                  |  |                               |
|                                     | Free space, cm (in)              |  | ≥70 (28)                      |
|                                     | Depth, cm (in)                   |  | ≥60 (24)                      |
|                                     | Orbital rotation, °              |  | ≥115                          |
|                                     | Horizontal travel, cm (in)       |  | ≥20 (8)                       |
|                                     | Vertical travel, cm (in)         |  | ≥40 (15.7)                    |
|                                     | Panning motion, °                |  | 10                            |
|                                     | Pivot rotation, °                |  | 360                           |

|                    |                       |                      |     |
|--------------------|-----------------------|----------------------|-----|
|                    | Reverse position      |                      | Yes |
| <b>Accessories</b> |                       |                      |     |
|                    | Covers, sterilizable  |                      | 4   |
|                    | Covers, disposable    | Transparent, sterile | 10  |
|                    | Lead aprons           |                      | 4   |
|                    | X-Ray Thyroid Collars |                      | 4   |
|                    | Lead Glasses          |                      | 4   |

### **Assistance requirements**

|   |   |
|---|---|
| <b>Consumables</b>  | List of all supplies/spare parts necessary for operation of the system components and guaranteed prices for them for a period of 5 (five) years for a 4 patient/day |
| <b>Parts</b>  | Indicate the period in which spare parts for the equipment offered will be available  |
| <b>Warranty period</b>  | 3 years   |
| <b>Annual cost of post-warranty</b>                                       | Indicate the price for a contract under 8 hours, including spare parts  |
| <b>Specialized Technical Assistance Center in Moldova</b>                 | Yes   |
| <b>Authorization for maintenance of equipment offered by manufacturer</b> | Yes   |
| <b>Integration</b>  | Equipment must be integrated in to the beneficiary network PACS system  |
| <b>Preventive maintenance</b>   | Please provide a description of the necessary preventive maintenance for equipment, including frequency   |
| <b>Documents and manuals.</b>   | All equipment must be supplied with three copies of the instructions for use and maintenance in the state language  |
| <b>Training</b>   | On site user training: 4 days   |

**BID/PROPOSAL SUBMISSION FORM**

To: The procuring entity

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of equipment]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

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

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

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

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

.....  
Signature

.....  
*[in the capacity of]*

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



## PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
3. Estimated weight/volume of the consignment must be part of the documentation submitted.
4. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
5. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.
6. In addition to the hard copy, please provide also the information in electronic format on CD or diskette, if possible.

| Name of Bidder:.....   |       |          |
|--|-------|----------|
| Description  | Price | Currency |
| <b>Option 1 (one year of warranty and maintenance services)</b>  |       |          |
| Mobile Fluoroscopy C-Arm including all accessories, installation and performance/acceptance test (INCOTERMS 2010, DAP Chisinau, Moldova) |       |          |
| Training   |       |          |
| Warranty and maintenance services for one year   |       |          |
| TOTAL 1  |       |          |
| <b>Option 2 (two years of warranty and maintenance services)</b>   |       |          |
| Mobile Fluoroscopy C-Arm including all accessories, installation and performance/acceptance test (INCOTERMS 2010, DAP Chisinau, Moldova) |       |          |
| Training   |       |          |
| Warranty and maintenance services for two years  |       |          |
| TOTAL 2  |       |          |
| <b>Option 3 (three years of warranty and maintenance services)</b>   |       |          |
| Mobile Fluoroscopy C-Arm including all accessories, installation and performance/acceptance test (INCOTERMS 2010, DAP Chisinau, Moldova) |       |          |
| Training   |       |          |
| Warranty and maintenance services for three years  |       |          |
| TOTAL 3  |       |          |

Notes:

- In case of discrepancy between unit price and total, the unit price shall prevail.
- Evaluation shall be done based on the cumulative price of equipment, training, and warranty and maintenance services for each of the 3 options.
- The warranty period to be contracted (one, two or three years) shall be determined based on budget availability and received bids.

Additional information to be specified:

| Description   | Price | Currency |
|---|-------|----------|
| Annual cost of post-warranty service up to 8 hours, including spare parts |       |          |

Signature of Bidder .....

**BID/PROPOSAL VALIDITY CONFIRMATION FORM**

To: The procuring entity

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, confirm the validity of offer dated *[date the bid has been submitted]* to supply and deliver *[description of equipment]*, submitted in conformity with the bidding documents under competition ref.no. ITB11/00456, for the sum of *[total previous bid amount in words and figures]* as may be ascertained in accordance with the Price Schedule, part of the Bid submitted for *[description of previous competition]*.

By this letter, we agree to extend the validity of Bid dated *[date the bid has been submitted]* for an additional period of *[number]* days from the date fixed for opening of Bids in the re-tendered Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

.....  
Signature

.....  
[in the capacity of]