

Section IV: Draft Contract for Goods

Sourcing reference: ITB/2024/53020

Contract for Goods [Contract reference and number]

INSTRUMENT OF AGREEMENT

This Contract is made on the [insert] day of [insert month] 20[insert].

Between

- (1) The United Nations Office for Project Services ("UNOPS"), a subsidiary organ of the United Nations, ("UNOPS"); and
- (2) [insert name], a [insert type of company e.g. limited liability] company incorporated under the laws of [insert name of country] and having its registered address at [address], [insert name of city and country] (the "Contractor"), together with UNOPS, the Parties.

1. Scope of the Goods.

- 1.1. UNOPS intends to retain the Contractor to provide certain Goods and related services regarding [insert summary description of the goods and related services] for the COVID-19 Emergency Response Project.
- 1.2. The Contractor has represented to UNOPS that it has the appropriate experience, expertise, licences, and resources to provide the goods on the terms and conditions set forth in this Contract.
- 1.3. In reliance on the Contractor's representations UNOPS has entered into the Contract.
- 1.4. The Contract sets out the terms and conditions upon which the Contractor will provide the Goods and related services.

2. Entry into force. Time limits.

- 2.1. The Contract shall enter into force upon its signature by both Parties.
- 2.2. The Contractor shall commence the performance of the Contract upon signature by both Parties and shall deliver the Goods by [insert date]. The Contractor shall perform the related Services [choose either (a) "within [insert number of calendar/working days or months] of the commencement of performance" or (b) "no later than [date]"].
- 2.3. All time limits contained in this Contract shall be deemed to be of the essence in respect of the provision of the Goods and related services.

3. Contract documents.

- 3.1. The following documents, listed in the order of priority, are deemed to form and be read and construed as part of the Contract, having superseding effect over any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract:
 - 3.1.1. The Special Conditions included in Annex 1;
 - 3.1.2. The UNOPS General Conditions of Contract for the provision of Goods and related services included in Annex 2;
 - 3.1.3. This Instrument of Agreement;
 - 3.1.4. UNOPS' solicitation document, reference [insert reference number], dated [insert date], and subsequent amendments and clarifications, not attached hereto but known to and in the possession of both parties, including the Schedule of Requirements, attached hereto as Annex 3;

- 3.1.5. The Price List included in Annex 4;
- 3.1.6. The Contractors' bid [reference [insert reference number], dated [insert reference date], as clarified by the agreed minutes of the negotiation meeting [dated [insert meeting date]], both documents not attached hereto but known to and in the possession of both parties.

4. Provision of Goods and related Services.

- 4.1. The Contractor shall perform the Contract and provide the Goods and related services described in Annex 3 with due diligence and efficiency and in accordance with the Contract.

5. Price and payment.

- 5.1. In full consideration for the complete and satisfactory performance in accordance with the Contract, UNOPS shall pay the Contractor a fixed contract price of [insert currency and amount in figures and words].
- 5.2. The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 5.3. Payments effected by UNOPS to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNOPS of the Contractor's provision of the Goods and related services.
- 5.4. UNOPS shall effect payments to the Contractor within thirty (30) calendar days of the date of receipt of the relevant original invoice, subject to the acceptance by UNOPS of the Goods and related services reflected in the said invoice. Payments will be made by UNOPS by transfer to the bank account specified by the Contractor in the "oneUNOPS Supplier Profile" form. UNOPS shall bear the charges imposed by its bank. The Contractor shall bear any other bank charges pertaining to such bank transfer. The original invoice shall be submitted by the Contractor to the address specified in clause 6.1 below.

6. Notifications.

- 6.1. For the purpose of notifications under the Contract, the addresses of UNOPS and the Contractor are as follows:

For UNOPS:

Mr. Davronbek Akhmadbekov
Head of Procurement Unit, AUMCO-UZB, ECR, UNOPS
4A Afrosiyob Street, Tashkent, Uzbekistan
Ref.: Contract for goods # [Insert contract number]
Phone: [Insert contact number]
Email: [Insert email address]

For the Contractor:

[Insert name,
Position, Firm/Organisation
address,
Ref.: Contract for goods # [Insert contract number]
Phone: [Insert contact number]
Email: [Insert email address]

7. Good faith.

- 7.1. The Parties undertake to act in good faith with respect to each other's rights and obligations under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract.

IN WITNESS WHEREOF, the Parties have caused the Contract to be executed by their respective duly authorised representatives as of the date first written above:

SIGNED FOR AND ON BEHALF OF:

UNOPS

The Contractor

Name: Davronbek Akhmadbekov
Title: HEAD OF PROCUREMENT
AUMCO-UZB, ECR, UNOPS
Date: [insert date]

Name: [insert name of Contractor's authorised signatory]
Title: [insert name in capital blocks]
[insert title in capital blocks]
Date: [insert date]

ANNEX 1: Special Conditions

Part 1 - Amended Clauses

The clauses within the UNOPS General Conditions of Contract for Goods and related services or the Instrument of Agreement are amended in the following manner. If nothing is stated, then no amended conditions apply.

No.	Clause Number	Amended Clause
1	GCC Article 5 PURCHASE OF GOODS	Article 5 is supplemented by the following: 5.11 Recall If, after delivery, a batch has to be recalled, for whatever reason, the Contractor will inform UNOPS immediately. The Contractor will replace, at its own cost, all items covered by the recall with goods that fully meet the requirements of the Contract, and arrange for the collection or destruction of any defective goods.

Part 2 - Added Clauses

The following additional clauses are included in the UNOPS General Conditions of Contract for Goods and related services (GCC) or the Instrument of Agreement (IOA) as specified below. If nothing is stated, then no additional conditions apply.

No.	Clause Number	New Clause
1	IOA Article 5.5	UNOPS shall allow partial delivery and partial payments for the delivered goods and associated services under the Contract. <ul style="list-style-type: none"> • 80% of the amount of each Invoice for the Goods shall be paid on receipt of the Goods as per applicable INCOTERMS. • 95% of the cost of the Associated Services reflected in each Invoice together with 15% of the cost of the installed Goods shall be paid to the Contractor within 30 days upon issuance by UNOPS of acceptance certificate for the services. • The remaining 5% of the cost of the goods and the associated services shall be paid to the Contractor within 30 (thirty) days upon fulfilment of all the obligations under the contract.
2	GCC Article 30	UNOPS has a right to deduct from the contract price, as liquidated damages (for goods and related services), a sum equivalent to 0.1% (zero point one percent) of the total Contract price for each day of delay attributable to the Contractor until actual delivery or performance, up to a maximum deduction of 10% (ten percent) of the total Contract price. Once the maximum is reached, UNOPS may terminate the Contract pursuant to the Conditions of Contract.

ANNEX 2: UNOPS General Conditions of Contract for the provision of Goods and related services

https://content.unops.org/service-Line-Documents/Procurement/UNOPS-General-Conditions-Goods-and-Services-2017_EN.PDF

ANNEX 3: Schedule of Requirements

1. Summary of the required goods:

1.1. The list of the required goods with quantities and specifications are detailed in Table 1 below.

Table 1

Lot №	Item №	Name of the product	Q-ty	Specifications
1	1	Microplate analyser (ELISA), 8 channel	102	See ITB Section III - Returnable Bidding Forms - Form D - Technical Quotation Form, Lot 1, Item 1
1	2	Microplate washer	77	See ITB Section III - Returnable Bidding Forms - Form D - Technical Quotation Form, Lot 1, Item 2
2	1	RT-PCR, 6 channel (diagnostics)	32	See ITB Section III - Returnable Bidding Forms - Form D - Technical Quotation Form, Lot 2
3	1	Biochemical analyzer, automatic	11	See ITB Section III - Returnable Bidding Forms - Form D - Technical Quotation Form, Lot 3
4	1	Hematological analyzer, automatic	13	See ITB Section III - Returnable Bidding Forms - Form D - Technical Quotation Form, Lot 4
5	1	Chemiluminescence immunoassay analyzer (CLIA) analyser	2	See ITB Section III - Returnable Bidding Forms - Form D - Technical Quotation Form, Lot 5
6	1	Automatic titrator	106	See ITB Section III - Returnable Bidding Forms - Form D - Technical Quotation Form, Lot 6

2. Delivery requirements:

2.1. Delivery requirements for the goods are detailed in Table 2 below.

Table 2

Delivery place and Incoterms rules (Incoterms2020)	FCA [insert Contractor's named place]	DPU Tashkent, Uzbekistan
Delivery time (from Contract signature date)	100 calendar days	130 calendar days

2.2. If applicable, **Certificate of Registration/ Authorization/ Waiver for the import and use of the IVDs and MDs** from the health regulatory authorities of the Republic of Uzbekistan (*State Center for expertise and standardisation of medicines, medical devices and medical equipment under the Ministry of Health of the Republic of Uzbekistan*) (hereinafter referred to as "Uzpharm Control") and *Committee for Sanitary-Epidemiological Welfare and Public Health of the Republic of Uzbekistan* (hereinafter referred to as "SES"), must be obtained by the Supplier.

Information and links to the relevant sources and documents required for the registration are provided below:

- Website of the registering bodies: <https://www.uzpharm-control.uz/> and <https://www.sanepid.uz/>
- Decree of the Cabinet of Ministers of the Republic of Uzbekistan #213 dd. 23/03/2018 "On approval of the regulation on the procedure for the state registration of medicines, medical products and medical equipment and the issuance of a registration certificate" (hereinafter referred to as "The Decree") - <https://lex.uz/docs/3594815> with the following Annexes to the Decree:
 - Annex 1 - detailed description of registration process

- Annex 2a - a template of Application Form
- Annex 3a - list of the required documents
- State Register of Medical Products that have been already registered in the Republic of Uzbekistan
<https://www.uzpharm-control.uz/en/pages/state-register-of-medicines-and-medical-products>
- Companies that provide services to suppliers for the registration of medicines and medical products in the Republic of Uzbekistan:
 - <https://medexpert.group/>
 - <https://www.pharmalex.uz/#services>
 - <https://cratia.com/>
 - <https://cerins.uz/ru/about>
 - <https://medstandard.com.uz/services/>

Important note: The above information is obtained from open sources. UNOPS can neither recommend nor guarantee the quality of the services provided by any of these service providers.

To the best of our knowledge the laboratory equipment is not subject to Uzpharm Control registration in Uzbekistan, but the import requirements for the equipment in question might change. It shall be the Contractor's responsibility to verify whether registration with Uzpharm Control is required for the items under its contract.

If Uzpharm Control registration is required for the items under the contract and the Contractor doesn't have them at the time of contract signature, the Contractor, upon signature of Contract, shall submit the application form(s) along with the required documents for registration to Uzpharm Control and SES and shall apply efforts to obtain the certificate(s) of registration or authorisation(s) for the import and use of the items prior to goods' arrival into the country.

- 2.3. Customs clearance of the shipments shall be the responsibility of the Consignee; however, the Contractor shall have to provide the necessary documentation in a timely manner for facilitating the process. Contractor shall be held responsible for any financial loss resulting from failure to comply with this requirement.
- 2.4. After clearance of the goods from Customs the Consignee shall hand-over the cleared goods back to the Supplier (or its nominated local agent, partner or subcontractor), which shall be responsible for the associated in-country logistics ([i] transportation from customs depot to Supplier's warehouse including unloading; [ii] segregation of equipment by destination, [iii] loading, transportation and unloading to each destination hospital across Uzbekistan) including adherence to the cold-chain or temperature-control regime(s) required for the storage and transportation of the consumables, where necessary.
- 2.5. If the goods under the Contract are already available in Uzbekistan (i.e. the Contractor offered an item or items that are already imported, registered and customs-cleared for free sales), the above clauses 2.1, 2.2. and 2.3. shall not apply. In such a case the Contractor shall present a proof of ownership for the goods and the transfer of ownership between the Contractor and the Consignee shall be based on a formal transfer-of-ownership document signed by all involved parties.
- 2.6. Consumables with limited shelf life, if any, shall have at least 80% validity from the total expiry period at the time of delivery. Consumables with a shorter expiry date shall not be accepted.
- 2.7. Allocation of the lab equipment by final destinations (laboratories) is provided in Table 3 below.

Table 3

S./№	Name of facility	District	Region	LOT №						
				1.1.	1.2.	2	3	4	5	6
1	Sanitary and Epidemiological Welfare and Public Health Service	Chilanzar	Tashkent City	1	1					4
2	Sanitary and Epidemiological Welfare and Public Health Service	Olmazor	Tashkent City	3	2	1				2

S./№	Name of facility	District	Region	LOT №						
				1.1.	1.2.	2	3	4	5	6
3	State Sanitary and epidemiological supervision center	Yunusabad	Tashkent City							1
4	State Sanitary and epidemiological supervision center	Chilanzar	Tashkent City	1	1					1
5	State Sanitary and epidemiological supervision center	Yashnobod	Tashkent City							1
6	State Sanitary and epidemiological supervision center	Olmazor	Tashkent City							1
7	State Sanitary and epidemiological supervision center	Sergeli	Tashkent City							1
8	Sanitary and Epidemiological Welfare and Public Health Service	Nukus City	Karakalpakstan	4	2	3				2
9	Sanitary and Epidemiological Welfare and Public Health Service	Nukus city	Karakalpakstan	1	1					1
10	Sanitary and Epidemiological Welfare and Public Health Service	Amudarya	Karakalpakstan							1
11	Sanitary and Epidemiological Welfare and Public Health Service	Beruniy	Karakalpakstan							1
12	Sanitary and Epidemiological Welfare and Public Health Service	Muynak	Karakalpakstan							1
13	Sanitary and Epidemiological Welfare and Public Health Service	Takhtakupir	Karakalpakstan							1
14	Sanitary and Epidemiological Welfare and Public Health Service	Khudjayli	Karakalpakstan							1
15	Sanitary and Epidemiological Welfare and Public Health Service	Chimbay	Karakalpakstan							1

S./№	Name of facility	District	Region	LOT №						
				1.1.	1.2.	2	3	4	5	6
16	Sanitary and Epidemiological Welfare and Public Health Service	Shumanay	Karakalpakstan							1
17	Sanitary and Epidemiological Welfare and Public Health Service	Ellikala	Karakalpakstan							1
18	Sanitary and Epidemiological Welfare and Public Health Service	Andijan city	Andijan	4	4	4				2
19	Sanitary and Epidemiological Welfare and Public Health Service	Andijan city	Andijan	1						
20	Sanitary and Epidemiological Welfare and Public Health Service	Bustan (Bozskiy)	Andijan	1						
21	Sanitary and Epidemiological Welfare and Public Health Service	Djalakuduk	Andijan	2	1					1
22	Sanitary and Epidemiological Welfare and Public Health Service	Asaka	Andijan	1						1
23	Sanitary and Epidemiological Welfare and Public Health Service	Khodjaabad	Andijan	1						
24	Sanitary and Epidemiological Welfare and Public Health Service	Bukhara City	Bukhara	2	4	3				2
25	Sanitary and Epidemiological Welfare and Public Health Service	Kagan city	Bukhara							1
26	Sanitary and Epidemiological Welfare and Public Health Service	Romitan	Bukhara							1
27	Sanitary and Epidemiological Welfare and Public Health Service	Shofirkon	Bukhara	1						
28	Sanitary and Epidemiological Welfare and Public Health Service	Jizzakh city	jizzakh	3	1	2				2
29	Sanitary and Epidemiological Welfare and Public Health Service	Sharaf-Rashidov	Jizzakh							1

S./№	Name of facility	District	Region	LOT №							
				1.1.	1.2.	2	3	4	5	6	
30	Sanitary and Epidemiological Welfare and Public Health Service	Dustlik	Jizzakh								1
31	Sanitary and Epidemiological Welfare and Public Health Service	Zaamin	Jizzakh								1
32	Sanitary and Epidemiological Welfare and Public Health Service	Forish	Jizzakh								1
33	Sanitary and Epidemiological Welfare and Public Health Service	Bakhmal	Jizzakh								1
34	Sanitary and Epidemiological Welfare and Public Health Service	Karshi city	Kashkadarya	3	4	1					2
35	Sanitary and Epidemiological Welfare and Public Health Service	Shahrisabz City	Kashkadarya	1	1						
36	Sanitary and Epidemiological Welfare and Public Health Service	Shahrisabz	Kashkadarya								1
37	Sanitary and Epidemiological Welfare and Public Health Service	Kitab	Kashkadarya								1
38	Sanitary and Epidemiological Welfare and Public Health Service	Kasbi	Kashkadarya								1
39	Sanitary and Epidemiological Welfare and Public Health Service	Kasan	Kashkadarya								1
40	Sanitary and Epidemiological Welfare and Public Health Service	Guzar	Kashkadarya								1
41	Sanitary and Epidemiological Welfare and Public Health Service	Chirokchi	Kashkadarya								1
42	Sanitary and Epidemiological Welfare and Public Health Service	Navoi City	Navoi	1	1	2					2
43	Sanitary and Epidemiological Welfare and Public Health Service	Kiziltepa	Navoi								1
44	Sanitary and Epidemiological Welfare and Public Health Service	Navbakhor	Navoi								1

S./№	Name of facility	District	Region	LOT №							
				1.1.	1.2.	2	3	4	5	6	
45	Sanitary and Epidemiological Welfare and Public Health Service	Nurata	Navoi								1
46	Sanitary and Epidemiological Welfare and Public Health Service	Khatirchi	Navoi								1
47	Sanitary and Epidemiological Welfare and Public Health Service	Namangan city	Namangan	3	2	2					2
48	Sanitary and Epidemiological Welfare and Public Health Service	Namangan	Namangan								1
49	Sanitary and Epidemiological Welfare and Public Health Service	Uychi	Namangan	1	1						1
50	Sanitary and Epidemiological Welfare and Public Health Service	Uchkurgon	Namangan	1	1						1
51	Sanitary and Epidemiological Welfare and Public Health Service	Chust	Namangan	1	1						
52	Sanitary and Epidemiological Welfare and Public Health Service	Pop	Namangan								1
53	Sanitary and Epidemiological Welfare and Public Health Service	Samarkand City	Samarkand	4	4	1					2
54	Sanitary and Epidemiological Welfare and Public Health Service	Kattakurgan city	Samarkand								1
55	Sanitary and Epidemiological Welfare and Public Health Service	Akdarya	Samarkand								1
56	Sanitary and Epidemiological Welfare and Public Health Service	Jambay	Samarkand								1
57	Sanitary and Epidemiological Welfare and Public Health Service	Kushrabad	Samarkand								1
58	Sanitary and Epidemiological Welfare and Public Health Service	Narpay	Samarkand								1
59	Sanitary and Epidemiological Welfare and Public Health Service	Nurabad	Samarkand								1

S./№	Name of facility	District	Region	LOT №						
				1.1.	1.2.	2	3	4	5	6
60	Sanitary and Epidemiological Welfare and Public Health Service	Termez city	Surkhandarya	4	4	5				2
61	Sanitary and Epidemiological Welfare and Public Health Service	Termiz city	Surkhandarya	2	1					1
62	Sanitary and Epidemiological Welfare and Public Health Service	Denau	Surkhandarya	1	1					1
63	Sanitary and Epidemiological Welfare and Public Health Service	Jarkurgan city	Surkhandarya	2						1
64	Sanitary and Epidemiological Welfare and Public Health Service	Sherabad	Surkhandarya	2	1					1
65	Sanitary and Epidemiological Welfare and Public Health Service	Kizirik	Surkhandarya	1						1
66	Sanitary and Epidemiological Welfare and Public Health Service	Angor	Surkhandarya	1						
67	Sanitary and Epidemiological Welfare and Public Health Service	Gulistan city	Sirdarya	4	4	2				2
68	Sanitary and Epidemiological Welfare and Public Health Service	Khavast	Sirdarya	2	1					
69	Sanitary and Epidemiological Welfare and Public Health Service	Yangiyer	Sirdarya		1					
70	Sanitary and Epidemiological Welfare and Public Health Service	Gulistan	Sirdarya	1						
71	Sanitary and Epidemiological Welfare and Public Health Service	Bayavut	Sirdarya	2	1					
72	Sanitary and Epidemiological Welfare and Public Health Service	Sirdarya	Sirdarya							1
73	Sanitary and Epidemiological Welfare and Public Health Service	Yangiyer city	Sirdarya	1						
74	Sanitary and Epidemiological Welfare and Public Health Service	Nurafshan city	Tashkent	2	1	3				2

S./№	Name of facility	District	Region	LOT №						
				1.1.	1.2.	2	3	4	5	6
75	Sanitary and Epidemiological Welfare and Public Health Service	Tashkent	Tashkent							1
76	Sanitary and Epidemiological Welfare and Public Health Service	Angren city	Tashkent							1
77	Sanitary and Epidemiological Welfare and Public Health Service	Bekabad	Tashkent							1
78	Sanitary and Epidemiological Welfare and Public Health Service	Chirchik city	Tashkent							1
79	Sanitary and Epidemiological Welfare and Public Health Service	Yangiyul city	Tashkent							1
80	Sanitary and Epidemiological Welfare and Public Health Service	Bostanlik	Tashkent							1
81	Sanitary and Epidemiological Welfare and Public Health Service	Zangiata	Tashkent	1	1					1
82	Sanitary and Epidemiological Welfare and Public Health Service	Kibray	Tashkent	1	1					1
83	Sanitary and Epidemiological Welfare and Public Health Service	Pskent	Tashkent	1	1					
84	Sanitary and Epidemiological Welfare and Public Health Service	Almalyk city	Tashkent							1
85	Sanitary and Epidemiological Welfare and Public Health Service	Urtachirchik	Tashkent							1
86	Sanitary and Epidemiological Welfare and Public Health Service	Yangiyul	Tashkent							1
87	Sanitary and Epidemiological Welfare and Public Health Service	Fergana city	Fergana	4	3	1				2
88	Sanitary and Epidemiological Welfare and Public Health Service	Kokand city	Fergana	1	1					1
89	Sanitary and Epidemiological Welfare and Public Health Service	Kuva	Fergana							1

S./№	Name of facility	District	Region	LOT №							
				1.1.	1.2.	2	3	4	5	6	
90	Sanitary and Epidemiological Welfare and Public Health Service	Altirik	Fergana								1
91	Sanitary and Epidemiological Welfare and Public Health Service	Rishton	Fergana								1
92	Sanitary and Epidemiological Welfare and Public Health Service	Uzbekistan	Fergana								1
93	Sanitary and Epidemiological Welfare and Public Health Service	Margilan city	Fergana								1
94	Sanitary and Epidemiological Welfare and Public Health Service	Besharik	Fergana								1
95	Sanitary and Epidemiological Welfare and Public Health Service	Urgench city	Khorezm	4	3	2					2
96	Sanitary and Epidemiological Welfare and Public Health Service	Urgench city	Khorezm	1	1						1
97	Sanitary and Epidemiological Welfare and Public Health Service	Khiva city	Khorezm	1	1						1
98	Sanitary and Epidemiological Welfare and Public Health Service	Bagat	Khorezm	1	1						
99	Sanitary and Epidemiological Welfare and Public Health Service	Urgench	Khorezm								1
100	Sanitary and Epidemiological Welfare and Public Health Service	Khiva	Khorezm	1	1						1
101	Sanitary and Epidemiological Welfare and Public Health Service	Khazarasp	Khorezm								1
102	Sanitary and Epidemiological Welfare and Public Health Service	Gurlen	Khorezm								1
103	Sanitary and Epidemiological Welfare and Public Health Service	Shavat	Khorezm								1
104	Republican AIDS Center	Tashkent city	Tashkent	1	1		1	1			

S./№	Name of facility	District	Region	LOT №						
				1.1.	1.2.	2	3	4	5	6
105	Territorial Center for Combating AIDS	Tashkent city	Tashkent	1	1		1	1		
106	Republican AIDS Center	Nukus city	Karakalpakstan	1	1			1		
107	Republican AIDS Center	Bukhara region	Bukhara	1	2		1	1	1	
108	Republican AIDS Center	Jizzakh region	Jizaakh	1	1		1	1		
109	Republican AIDS Center	Kashkadarya region	Kashkadarya	1	1		1	1		
110	Republican AIDS Center	Namangan region	Namangan	1	2		1	1		
111	Republican AIDS Center	Samarkand region	Samarkand	1	1		1	1		
112	Republican AIDS Center	Surkhandarya region	Surkhandarya	1	1		1	1		
113	Republican AIDS Center	Sirdarya region	Sirdarya	3	3		1	1		
114	Republican AIDS Center	Tashkent city	Tashkent	1	1		1	1		
115	Republican AIDS Center	Fergana region	Fergana	1	1		1	1		
116	Republican AIDS Center	Khorezim region	Khorezim	1				1	1	
117	Republican Center for the Prevention of Plague, Quarantine and Especially Dangerous Infections	Nukus city	Karakalpakstan	1						
118	Republican Center for the Prevention of Plague, Quarantine and Especially Dangerous Infections	Shakhrisabz city	Kashkadarya	2						

S./№	Name of facility	District	Region	LOT №						
				1.1.	1.2.	2	3	4	5	6
119	Republican Center for the Prevention of Plague, Quarantine and Especially Dangerous Infections	Zarafshan city	Navoi	1						
200	Republican Center for the Prevention of Plague, Quarantine and Especially Dangerous Infections	Denau city	Surkhandarya	1						
Total Quantity:				102	77	32	11	13	2	106

- 2.8 Storage in Tashkent, delivery to hospitals, storage at hospitals together with associated safety and security arrangements (including adherence to the cold-chain or temperature-control regime(s) required for the storage and transportation of the consumables, where necessary) for the goods until their handover to the authorities at each hospital shall remain the responsibility of the Supplier. The Supplier therefore should arrange for and maintain proper insurances for all the in-country storage and transportation activities.
- 2.9 Deliveries from Tashkent to the final destinations (hospitals) shall be carried out in one shipment per destination or a group of destinations in order to reduce the disruption of the hospitals' operations. Once goods are delivered to final destinations, the Supplier shall then arrange for and carry out the related services (installation, assembly, calibration (where necessary), testing and commissioning and end-user training activities) in each hospital. It will be the Supplier's responsibility to coordinate with the destination hospitals and ensure that appropriate storage conditions for consumables are established at final destinations. These services, i.e. delivery of the goods from Tashkent to all the final destinations and performance of the related services at final destinations must be completed **within 60 days** after goods' arrival to Tashkent, Uzbekistan.
- 2.10 Consumables with limited shelf life, if any, must have at least 80% validity from the total expiry period at the time of delivery. Consumables with a shorter expiry date shall not be accepted. In case a hospital is not ready to receive the goods for some reason (e.g. renovation, reconstruction or new construction, etc.), UNOPS may request the Supplier to delay the shipment or the installation services and arrange for a temporary storage for the equipment either at origin or in Tashkent (or its vicinity). If UNOPS makes such a request, the Supplier shall be entitled to claim storage fees on "per CBM per day" basis.

3. **General requirements:**

The following General Requirements are required to be adhered to:

3.1. **Manuals**

Bidders must provide a user manual with each item, in English and Russian Languages. If not included in the user manual, Bidders must provide a service manual with each item. If documentation in Russian is not available at the time of bidding, bidders shall confirm in the relevant returnable bidding form that they shall provide the requested documentation in Russian together with the equipment.

3.2. **Transport and storage conditions**

Unless specifically indicated at the technical requirements of the item, the following conditions apply:

- Humidity ranges at least: 30% to 80%, continental.
- Temperature range at least: -5°C to +45°C for equipment
- Indicate type of cargo - Normal Goods/Cold chain Goods/Danger goods.

3.3. **Working conditions**

Unless specifically indicated at the technical requirements of the item, the following working conditions apply (where applicable for the specific item):

- For three phase power requirement: 380V \pm 10%, 50 Hz.
- For single phase power requirement: 220V \pm 10%, 50 Hz.
- Humidity range at least: 30% to 80%, continental.
- Temperature range at least: -5°C to +45°C°
- For IT equipment: ICT connector is RJ45, cable of minimum F/UTP 4x2xAWG24, CAT6A and providing 1 Gb/s minimum speed.
- Medical and lab equipment should be resistant to cleaning and disinfection detergents, if the intended use requires cleaning and disinfection
- All mentioned equipment and software (if applicable) should be supplied together with all drivers and connection cables foreseen by the design that is to enable its use as part of hardware complexes.

3.4. **Production date**

- All medical and non-medical equipment items are to be new from the factory, produced in 2023 or later.
- All consumables, reagents, disposables, etc items delivered with the equipment items are to be delivered with a shelf-life and/ or expiration date of at least one year after delivery to the final destination, unless certain items cannot have at least one year shelf-life, which shall be confirmed by the relevant product brochure or confirmation from the manufacturer.

4. **Required services:**

4.1. **Online or On-Site Training Services**

Theoretical and practical training shall be provided at each recipient site location no later than one (1) week after the goods are calibrated and ready to use, in coordination with the recipient. The following is required:

- The training shall be provided on-site as per the locations provided under Clause 1.5 of ANNEX 3: Schedule of Requirements
 - Two types of trainings are required:
 - User training on the items, so that users can understand and operate the device. This training shall be delivered to imaging specialists in Russian language for effective and problem-free use.
 - Service training on the equipment in Russian Language, so that users and/or technical personnel can understand how the device shall be serviced providing the following theoretical knowledge and practical skills necessary for the first level support as well as maintenance of the equipment including:
 - General safety instructions.
 - General instructions for the operation of the equipment.
 - Description of the basic principles of operation of the equipment, its design, installation and commissioning.
 - Knowledge of general and specific rules for preventive maintenance, replacement of spare parts, as well as troubleshooting/breakage.
- The training shall be performed within 1 (one) week after acceptance of the items.
- The training shall be performed by qualified and authorised personnel.
- Training materials shall be provided in Russian.
- A proof of training (certificate) shall be provided to the staff that is trained.

4.2. **Installation Services**

For items that require Assembly and Installation services, the Contractor shall provide the services adhering to the following requirements:

- Unpacking & clean-up, assembly (as applicable), installation (including the use of specialised equipment, as applicable), calibration & testing (as applicable), commissioning and handover activities at each final destination hospital shall be managed and conducted safely in line with UNOPS work safety rules.

- Any consumables necessary for this procedure shall be provided by the Contractor.
- All activities shall be executed according to the applicable Uzbek and international good practice rules.
- Shall be initiated and completed within 30 calendar days after delivery of the equipment to each of the facilities as per the Table 3 under Clause 2.6. of this Annex 3.
- Shall be carried out by a technician that is adequately qualified (FSE-Field Service Engineer certified by the Manufacturer).

4.3. Assembly and Calibration

- For Assembly and Calibration services, the bidder is required to provide the services adhering to the following requirements:
 - Unpacking & clean-up, assembly (as applicable), calibration & testing (as applicable), commissioning (by a third party physicist), acceptance at each final destination place. Any consumables necessary for this procedure shall be included in the quote.
 - It shall be executed according to the applicable Uzbek and international good practice rules.
 - Must be initiated within 7 calendar days after delivery of the equipment to each of the hospitals.
 - Must be carried out by a technician that is adequately qualified (FSE-Field Service Engineer certified by the Manufacturer).

4.4. Warranty and After-sales Services

The Contractor shall submit a digital copy of the warranty certificate in the name of the Beneficiary before the item is shipped and the original together with the item, when shipped.

Warranty certificate shall clearly state equipment's serial number, warranty period and contact information of the local agent/representative of the bidder. The warranty for all the equipment items shall remain valid for 12 months after the Goods have been fully installed and put into service, as certified by UNOPS.

The following conditions shall apply:

- The supplier will ensure both remote (online) and on-site support for the maintenance of the supplied goods. This support shall be available during normal working hours of the hospital and shall be provided by the manufacturer or its authorised representative, as necessary.
- Within the warranty period, the Supplier or its authorised service centre shall provide after sale service, including maintenance and/or replacement of defective parts/equipment, repair of equipment, labour for equipment repair and/or parts replacement in the equipment operation site not later than 2 (two) work-days from the date of receipt of phone call, written or E-mail notification from an authorised party. All maintenance shall be free of charge for the recipient institution throughout the warranty period.
- At least 95% uptime (full functioning) in a year, i.e. 347 days out of 365 days, will be guaranteed by the Supplier within the warranty period. In the event that the item supplied has been malfunctioning for more than five percent (5%) of one single year of the warranty period, i.e. more than 18 natural days in one single year, the Supplier shall extend the warranty period for a double (2x) duration of the equipment's downtime. Time required for customs clearance of a replacement part, if any, shall not be counted towards the downtime.

5. Pre-shipment, packing, shipping and documentation requirements:

5.1. Schedule of supply, delivery and training activities:

Implementation Plan: Within 14 days after signature of Contract the Contractor shall submit a preliminary implementation plan (schedule) for all the activities. The plan shall be prepared in a table format. As a minimum, the schedule shall articulate the following on shipment-by-shipment basis:

- a) Item details (description, make and model, quantities, etc.)
- b) Production lead time in weeks or an exact date of goods' readiness at the manufacturing facility;
- c) Exact FCA (Incoterms 2020) point of delivery;
- d) Lead time for delivery to FCA;
- e) Expected weight/volume information with numbers and dimensions of packages/crates/cartons;
- f) Details of freight forwarder;
- g) Mode of transport;

- h) Delivery route, transshipment points and border crossing points to DPU Tashkent, Uzbekistan;
- i) Expected delivery period and estimated delivery date from FCA point to DPU point;

The Contractor shall be responsible for a weekly update of the implementation plan and shall keep UNOPS informed of any changes. Contractor shall be held responsible for any financial loss resulting from failure to comply with the timelines specified in the Contract.

5.2. Pre-shipment

- Good Manufacturing Practices (GMP) standards as set out by the WHO, where applicable, shall be adhered to, in all respects for manufacturing, packaging and labelling of products.
- The Contractor is required to provide, where applicable, UNOPS with the hazardous property sheet (MSDS or alike) and documents under which the quality assurance was processed in the Manufacturer's country, as shown in Operation and Service Manuals, within 2 weeks after award of contract.
- Photos of the cargo with packing labels shall be provided to UNOPS prior to handover to the freight forwarder.
- Invoices, packing lists, packing labels, BL/WB/AWB shall be submitted to UNOPS for approval before handover to the freight forwarder.

5.3. Packing and shipping instructions

Unless not applicable to the ordered products, the following packing and shipping instructions shall be followed:

- a) Ensure appropriate pilfer-proof export packing. All cases/crates must be wrapped inside with heavy-duty plastic-lined paper. Each case/crate/carton must be band strapped and able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kg.
- b) Consignment to be marked as per Consignee address in Clause 5.3 (f) below. Additionally, each case/crate/carton must be marked with the final destination name provided in Section 2 above. Markings must be done with weatherproof material.
- c) Each case/crate/carton must carry a consecutive number, dimensions, volume and weight (i.e. Case No. X of Y cases, A x B x C cm, E m3, D kg). Markings must be done with weatherproof material.
- d) Partial shipment is allowed. Transshipment is allowed.
- e) Each case/crate/carton must carry outside a copy of the packing list describing the contents of the case/crate/carton. Outside case No. 1 a full set of invoices covering the actual delivery shall be attached. It is preferred that the accompanying papers be made out in English and/or Russian languages.
- f) Immediately upon shipment an e-mail must be sent to:
 - 1. United Nations Office for Project Services (UNOPS)
AUMCO Uzbekistan Office.
Address: 4A Afrosiyob Street, Tashkent, Uzbekistan
Email: [insert email address]
 - 2. Consignee: Sanitary and Epidemiological Welfare and Public Health Services
Address: 46, Bunyodkor Street, Chilanzar district, Tashkent, 100097, Uzbekistan.
Email: [insert email address]
- Advising: Contract No., Project No., number of boxes/crates, total weight net/gross in kg, total cubic metres, ETD port of shipment, name of vessel, ETA to final destination and including a copy of the invoice & shipping documents.
- g) All non-containerized goods must be shipped below deck, unless otherwise authorised by UNOPS.
- h) Bill of Lading shall be a Through Bill of Lading, when applicable, and always be marked "CLEAN ON BOARD" and "FREIGHT PREPAID". Bill of Lading must carry the following text under Shipper: "ON BEHALF OF UNOPS".
- i) For consumable items, the item must bear the Date of manufacture; and Expiry date.

5.4. Documents required

Two sets of shipping documents shall be issued and forwarded immediately upon shipment of goods, to the following addresses:

- **For custom clearance purposes only:** First set of shipping documents must be forwarded to: United Nations Office for Project Services (UNOPS)

AUMCO Uzbekistan Office
4A Afrosiyob Street, Tashkent, Uzbekistan
Phone: +998 71 205 1255
Email: [insert email address]

- a) (Through) Bill of Lading or Waybill in the name of Consignee - 1 original & 2 copies
 - b) Shipping Invoice in the name of Consignee - 1 original & 2 certified copies
 - c) Packing List - 2 copies
 - d) Certificate of Origin - 1 original & 2 copies
 - e) **Only if applicable to the item(s) under the contract** - certificate of Registration/ Authorization/ Waiver for the import and use of the medical devices from the health regulatory authorities of the Republic of Uzbekistan (*State Center for expertise and standardisation of medicines, medical devices and medical equipment under the Ministry of Health of the Republic of Uzbekistan*) (hereinafter referred to as "Uzpharm Control") and Sanitary & Epidemiological Welfare and Public Health Services of the Republic of Uzbekistan (hereinafter referred to as "SES") for all the medical devices - 1 original & 2 copies
 - f) **Only if applicable to the item(s) under the contract** - Certificate of Compliance to Regulation (EU) 2017/745 (MDR) or Directive 93/42/EEC or FDA approval for all the medical devices - 2 certified copies.
- **For payment purposes only:** Second set of shipping documents must be sent to:
United Nations Office for Project Services (UNOPS)
AUMCO Uzbekistan Office
4A Afrosiyob Street, Tashkent, Uzbekistan
Phone: +998 71 205 1255
Email: [insert email address]
- a) (Through) Bill of Lading or Waybill in the name of Consignee - 1 certified copy
 - b) Invoice in the name of UNOPS - 1 original & 2 certified copies
 - c) Packing List - 2 copies
 - d) Certificate of Origin - 1 copy
 - e) Pre-loading inspection report - 1 original
 - f) **Only if applicable to the item(s) under the contract** - Copies of Uzpharm Control and SES certificates for all the item(s) - 1 copy each

Important: Documents must arrive well in advance of goods. Contractor will be held responsible for any financial loss resulting from failure to comply with the above requirements. Payment will be effected within thirty (30) days of receipt of the above documents by this office.

ANNEX 4: Price List

Fixed contract price for provision of goods.

LOT No	IETM No	Description	A1. Total FCA price (excluding the cost of Related Services):	A2. Total DPU price (excluding the cost of Related Services):	B. Cost of all in-country logistics services	C. Related services	TOTAL PER ITEMS
1	1	Microplate analyser (ELISA), 8 channel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	2	Washer for ELISA microplates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	1	RT-PCR, 6 channel (diagnostics)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	1	Biochemical analyzer, automatic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	1	Hematological analyzer, automatic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	1	Chemiluminescence immunoassay analyzer (CLIA) analyser	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	1	Automatic titrator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BIDDER'S GRAND TOTAL PRICE:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

A. BIDDER's FCA & DPU prices

LOT No	ITEM No	Description	Unit	Qty	A1. BIDDER's FCA prices		Bidder's Price for transportation from FCA point(s) to DPU Tashkent, Uzbekistan		A2. BIDDER's DPU prices	
					Unit price	Total price	Unit price	Total price	Unit price	Total price
(a)		(b)	(c)	(d)	(e)	(f)=(d)*(e)	(g)	(h)=(d)*(g)	(j)=(e)+(g)	(k)=(f)+(h)
1	1	Microplate analyser (ELISA), 8 channel	pcs	102	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	2	Microplate washer	pcs	77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	1	RT-PCR, 6 channel (diagnostics)	pcs	32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	1	Biochemical analyzer, automatic	pcs	11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	1	Hematological analyzer, automatic	pcs	13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	1	Chemiluminescence immunoassay analyzer (CLIA) analyser	pcs	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	1	Automatic titrator	pcs	106	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BIDDER'S TOTAL PRICE:						\$0.00		\$0.00		\$0.00

B. Bidder's Price for related services for items:assembly and installation

LOT No	ITEM No	Description	Unit of measure	Cost of In-country logistics Services (USD)
1	1	Microplate analyser (ELISA), 8 channel	LS	\$0.00
	2	Microplate washer	LS	\$0.00
2	1	RT-PCR, 6 channel (diagnostics)	LS	\$0.00
3	1	Biochemical analyzer, automatic	LS	\$0.00
4	1	Hematological analyzer, automatic	LS	\$0.00
5	1	Chemiluminescence immunoassay analyzer (CLIA) analyser	LS	\$0.00
6	1	Automatic titrator	LS	\$0.00
BIDDER'S TOTAL PRICE:				\$0.00

C. Bidder's Price for related services for items:

[i] installation or assembly; [ii] calibration if applicable; [iii] testing and commissioning, [iv] end-user training

LOT No	ITEM No	Description	Unit of measure	Q-ty	Cost of Related Services (USD)	Cost of Related Services (USD)
1	1	Microplate analyser (ELISA), 8 channel	pcs	102	\$0.00	\$0.00
	2	Microplate washer*	pcs	77	\$0.00	\$0.00
2	1	RT-PCR, 6 channel (diagnostics)	pcs	32	\$0.00	\$0.00
3	1	Biochemical analyzer, automatic	pcs	11	\$0.00	\$0.00
4	1	Hematological analyzer, automatic	pcs	13	\$0.00	\$0.00
5	1	Chemiluminescence immunoassay analyzer (CLIA) analyser	pcs	2	\$0.00	\$0.00
6	1	Automatic titrator	pcs	106	\$0.00	\$0.00
BIDDER'S TOTAL PRICE:						\$0.00