



AGENZIA ITALIANA
PER LA COOPERAZIONE
ALLO SVILUPPO

Sede di Khartoum



SUPPLY CONTRACT

Italian Agency for Development Cooperation (AICS)

Khartoum Office, Street 33, Amarat, Khartoum - Sudan
on behalf of and for the account of the government of Italy
(The contracting authority),
of the one part,
and

Omnia Medical Services Co.Ltd

Official registration number: 2265
Khartoum 2, North East Al Qurashi Park, Katarina Street
Khartoum, Sudan
110010018500
(the contractor)
of the other part,

have agreed as follows:

CONTRACT TITLE

Supply of Blood Bank Equipment for Kassala Health Citadel - SUDAN

Identification number: 8651904

LOT 2: Ref **CIG 9329560477**

Article 1 Subject

1.1 The subject of the contract shall be:

The supply, delivery, unloading, siting and installation, training, commissioning, maintenance, after-sales service of the following supplies:

Lot n° 2: CIG 9329560477- Laboratory and medical Equipment

NO.	ITEMS	QTY
1	ANALYZER, HAEMATOLOGY, 3 POLUPATION	1
2	BLOOD BAGS, SEALER	4
3	BLOOD BAGS, SEALER, PORTABLE	2
4	BLOOD BAG TUBE STRIPPER	5
5	BILOOD BAG/PLASMA THAWING BATH MACHINE, TABLETOP	2

6	CENTRIFUGE, TABLETOP	3
7	CENTRIFUGE, BLOODBAGS, FLOOR-STANDING, REFRIGERATED	2
8	CHAIR, HOSPITAL	5
9	COUCH, SAMPLE COLLECTION/BLOOD DONOR	5
10	FREEZERS, BLOOD BANK, ULTRA - LOW TEMPERATURE	2
11	DIGITAL ALARM CLOCK, W/TIMER AND STOPWATCH	4
12	WEIGHT SCALE, WITH HEIGHT RODS (200KG/220CM)	2
13	ICEPACK	30
14	INCUBATOR, AEROBIC	2
15	PIPETTES, SINGLE CHANNEL, 100-1000 ul	2
16	PIPETTES, SINGLE CHANNEL, 5-200 ul	2
17	MICROSCOPE, LIGHT	1
18	REFRIGERATOR, BLOOD BANK	4
19	SCALES, CLINICAL, BLOOD COLLECTION	6
20	SEPARATION STAND FOR PLASMA	4
21	SHAKER FOR PLATELETS	4
22	STETHOSCOPE, (dualHead) Bowles type	4
23	SPHYNGOMANOMETER, Adult, Pediatric	4
24	TORNIQUETTE	10
25	TRANSIT MEDICAL BAG	6
26	UPS, 3000VA, MEDICAL GRADE	10
27	WATER COOLER	2

The aim of the turn-key project is the supply of Equipment and Services for the Blood Bank of Kassala Health Citadel in SUDAN.

The place of acceptance of the supplies shall be State Ministry of Health - Blood Bank, Kassala health citadel, Kassala SUDAN, the time limits for delivery shall be **120 days** and the Incoterm applicable shall be DDP¹. The implementation period of tasks shall run after signature of both parties.

- 1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.
- 1.3 The supplies which form the [subject of the contract must be accompanied by the spare parts described by the contractor in its tender and by the accessories and other items necessary for using the goods over a period of 1 year, as specified in the instructions to tenderers.

Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the special conditions.

¹ DDP (Delivery Duties Paid- Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>)

A certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

Article 3 Price

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be

EUR 139.201,50 (One hundred thirty-nine thousand and two hundred five /50 EURO)

3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the technical specifications
- the technical offer;
- the budget breakdown (Annex IV);
- specified forms and other relevant documents (Annex V));

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

Done in English in three originals, two originals being for the AICS and one original being for the contractor.

For the contractor

Name: *Marwa Shoukry*

Title: *Sales manager*

Signature: 

Date: *06-03-2023*

For the contracting authority

Name: Michele Morana

Title: Director of AICS Khartoum office

Signature: 

Date: *06-03-2023*



SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorization of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2 Language of the contract

2.1 The language used shall be English.

Article 4 Communications

4.1 Any Communications about the contract by the contractor to the Contracting Authority will be in writing and addressed to the attention of

Procurement Office

Italian Agency for Development Cooperation (AICS)

Khartoum Office

Street 33, Amarat

Khartoum – Sudan

E-mail: procurement.sudan@aics.gov.it att:

indicating the contract reference number (CIG number).

For the contractor:

Marwa Shoukry Hassan

Omnia Medical Services Co.Ltd

North East Al Qurashi Park, Katarina Street, Khartoum 2

+249917939202 - +249123333025

Sales2@omscs.sd

Article 6 Subcontracting

6.3 When selecting sub-contractors, the contractor must give preference to natural persons or companies from SUDAN States capable of implementing the tasks required on similar terms.

Article 7 Supply of documents

7.1 The Contractor takes full responsibility of the implementation of tasks in order to successfully achieve the scope of the contract. So, he could decide to perform a sites survey before the effectiveness of the contract. The Contractor will submit a final plan of activities agreed with the Contracting Authority, stamped and signed by the legal representative. The final activity plan will indicate the human resources and all the other means intended to use. This plan must take into account the operational needs of the Health Facilities where equipment and services are delivered and minimize any inconvenience arising from the execution of the contract. The activity plan should also put in evidence any civil works to be performed by the Health Facilities before the delivery of the equipment. Any needed civil works that are not mentioned in the activity plan and agreed with the Contracting Authority will be at charge of the Contractor, without any reimbursement.

- 7.2 The Contracting Authority shall approve the activity plan after its submission or may propose modifications. If the Contracting Authority will not respond, the activity plan will be considered approved by silent consent. In the event of request of modification, the contractor could propose modifications to the activity plan. If modifications will not be submitted for approval, the Contractor may incur in the sanctions as provided for in the following Article 21 - Delays in implementation of the tasks and also in the contract General Conditions.

Article 8 Assistance with local regulations

- 8.2 The Contracting Authority will upon request assist the Contractor with the necessary documents/ declaration to facilitate the custom clearance. (customs clearance and all operations related are the contractor responsibility).

Article 9 General obligations

- 9.1 The contractor shall take the necessary measures to ensure the visibility of the Italian Cooperation Financing. These measures must comply with the requirements settled down in the article 29.5

Article 10 Origin

- 10.1 All supplies under this contract can originate from any country. The product must have been assessed to meet all high safety, health, and environmental protection requirements for CE marking and the letter 'CE' must appear on the products traded. CE marking is mandatory. The CE marking must be visible, legible and indelible" (https://ec.europa.eu/growth/singlemarket/ce-marking_en).

Article 11 Performance guarantee

- 11.1 The amount of the performance guarantee shall 10 % of the total contract price, including any amounts stipulated in addenda to the contract.
- 11.7 The performance guarantee shall be released within 60 days of the issuing of the signed final acceptance certificate for its total amount except for amounts, which are the subject of amicable settlement, arbitration or litigation.

Article 12 Liabilities and insurance

- 12.1 All risks insurance: Subject: "warehouse to warehouse"; Amount: 110% of DDP (Delivered Duty Paid- Incoterms 2020) value in Euro must be included in the DDP prices. Insured parties: Insurance should be made in the name of the Contracting Authority. Coverage period: From the date of commencement of activities to date of provisional acceptance.

Article 13 Programme of implementation of tasks

- 13.2 Within **20 days** from the notification signature of the contract the contractor will send to the Contracting Authority a **timetable of activities** to come, with indication of duration, date, means and units of Human resources appointed to undertake the task. The Project Manager will approve by AICS the Programme of Implementation of tasks.

Article 14 Contractor's drawings

14.1 The Contractor will provide the final user with a complete set of technical drawings for installation, including the electrical drawings of every component with service manual in English language.

Article 15 Sufficiency of tender prices

15.1 No revision of tender prices is allowed, and the Contractor is deemed to have evaluated with diligence every cost component arising from the implementation of contract tasks.

Article 16 Tax and customs arrangements

16.1 Delivery conditions are DDP incoterms 2020.

Article 17 Patents and licences

17.1 All License for software utilization and updates must be in the name of the final User.

Article 18 Commencement order

18.1 The implementation of the tasks shall begin after the signature of the contract by both parties.

Article 19 Period of implementation of the tasks

19.1 The period of implementation of task is 120 days from the commencement date.

Article 21 Delays of implementation of the tasks

21.4 If the authorized local service in charge of the after-sale and maintenance service does not provide the service according to the deadline established in the Technical Specifications, it will be subdue to penalties. This penalty for such delay is set to 50 Euro per day and up to a maximum of 1 % of the value of the contract. The amount corresponding of the total delays will be deducted from the Performance Guarantee or any other payment due to the contractor.

Article 24 Qualities of Supplies

24.4 The supplies shall have valid CE mark and shall be compliant with IEC 60601 last revision standard, IEC 61010-1 EU Directive 93/42/CEE MDD.

24.5 The Tenderer shall warrant that all supplies have no defect arising from design, materials or workmanship.

24.6 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.

Article 25 Inspection and testing

- 25.2 The place to inspect and test the goods will be the place of final destination at the presence of the final user, the donor and the contractor representatives.
- 25.4 The Contractor shall test, calibrate and commission the goods, in presence of the Contracting Authority, as appropriate and in such way that, upon installation completion, they are fully operational and ready for use.
- 25.9 the Contractor shall cover all official testing and commissioning procedure costs including costs for instrumentation and materials.
- 25.10 Only specialized and qualified personnel by the contractor will install and test the supplies.
- 25.11 The contractor will submit to the Contracting Authority and the final user the complete set of reports of installation.

Article 26 General principles for payments

- 26.1 Payments shall be made in euros. Pre-financing is applicable to this contract. Payments shall be authorized by AICS Khartoum Office and made by AICS Central Office.
- 26.3 The final payment to the contractor of the amounts due shall be made within 90 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.
- 26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:
 - a) For the 40% pre-financing, the pre-financing guarantee.
 - b) For the 60 % balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.
- 26.9 The contract does not include price revision.

Article 29 Delivery

- 29.1 The Contractor shall bear all risks relating to the goods until final acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination
- 29.3 The packaging shall remain the property of the contractor subject to environmental considerations.
- 29.4 The Supplier shall mail to the Contracting Authority, with a copy to the Insurance Company all the documents necessary to the delivery of the goods (the list of these documents will be defined at the moment of the contract signature).
- 29.5 Sticker with the Logo of the Donor (see Pattern - Dimension of minimum 20 cm - lower side or if rounded consider the radius) must be placed on each package of the items described in Article 1.1 of the Instruction to the Tenderers, with the words: Grant of AICS.

Article 30 - Verification operations

- 30.6 The Contractor will provide reconstruction of the whole floors, walls, finishing and any other damage or need for adaptation/repair of the rooms/building. This means, but it is not limited to, also the fixed furniture and finishing and the installations (including electrical power, data network, medical gases, air conditioning, water supply and drainage, etc.) possibly affected by the supply, as well as all other damages caused during the installation works.
- 30.7 Any damage to hospital structures, finishing or installations caused by the supplier/installer shall be repaired by the supplier/installer within 2 weeks using the same construction materials of the damaged areas and restoring all the previous services with the same supply quality.
- 30.8 The Contractors shall install, put in perfect operating conditions and ready to use the offered medical equipment, including the calibration of the systems to ensure the best digital images quality.
- 30.9 The Contractor shall perform on the contract with due care and diligence, providing for the delivery, assembly, testing and start-up of the equipment, including correction of any defects. The Contractor must have skilled manpower equipped with appropriate tools to properly execute the contract.

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11*.

- 31.2. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 45 days of receipt of the contractor's application either:
- issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
 - reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

Article 32 Warranty obligations

- 32.2. Unlimited *On demand* interventions shall be included for any defect covered by the warranty period according to the Technical Specification in Annex II. The interventions will include spare parts.
- 32.10 Spare parts, consumables and maintenance services Availability of spare parts, consumables and maintenance services must be guaranteed for not less than 10 years from the date of signature of the contract.

Article 33 After-sales service

- 33.2 The Contractor shall provide, for all the articles supplied, the provision of reliable and regular aftersales and maintenance service at the place of installation, guaranteeing repair of the goods supplies during 12 months period after Provisional Acceptance.
- 33.3 This service has to be conducted according to the requirements indicated in Annex II and III. Such service will make available timely the necessary spare parts, reagents and consumables through a commercial relationship with the producer.
- 33.4 Except for what differently provided in the technical specifications (annex II to the contract), **the after sales service is comprehensive of 2 mandatory interventions** per year. After Sale service shall include regular preventive maintenance/safety and functionality checks / QA as per Manufacturer's recommendations

Article 40 Settlement of disputes

- 40.1 Any disputes arising out of or relating to this contract, which cannot be settled, otherwise shall be referred to the exclusive jurisdiction of Italy in accordance with the national legislation of the state of the contracting authority.

Article 44 Data protection

- 44.1 Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.
- 44.2 To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC¹ and as detailed in the specific privacy statement published at ePRAG.

¹ OJ L 205 of 21.11.2018, p. 39

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PRELIMINARY PROVISIONS

Article 1 - Definitions

- 1.1. The headings and titles in these general conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3. Words designating persons or parties shall include firms and companies and any organisation having legal capacity.
- 1.4. The definitions of the terms used throughout these general conditions are laid down in the 'Glossary of terms', Annex A1a to the practical guide, which forms an integral part of the contract.

Article 2 - Language of the contract

- 2.1. The language of the contract and of all communications between the contractor, contracting authority and project manager or their representatives shall be as stated in the special conditions.

Article 3 - Order of precedence of contract documents

- 3.1. The order of precedence of the contract documents shall be stated in the contract.

Article 4 - Communications

- 4.1. Any written communication relating to this contract between the contracting authority or the project manager, and the contractor shall state the contract title and identification number, and shall be sent by post, cable, telex, facsimile transmission, e-mail or personal delivery, to the appropriate addresses designated by the parties for that purpose in the special conditions.
- 4.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.
- 4.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words 'notify', 'consent', 'certify', 'approve' or 'decide' shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 4.4. Any oral instructions or orders shall be confirmed in writing.

Article 5 - Assignment

- 5.1. An assignment shall be valid only if it is a written agreement by which the contractor transfers its contract or part thereof to a third party.
- 5.2. The contractor shall not, without the prior consent of the contracting authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
 - a) a charge, in favour of the contractor's bankers, of any monies due or to become due under the contract; or
 - b) the assignment to the contractor's insurers of the contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the contractor's loss or liability.
- 5.3. For the purpose of Article 5.2, the approval of an assignment by the contracting authority shall not relieve the contractor of its obligations for the part of the contract already performed or the part not assigned.
- 5.4. If the contractor has assigned the contract without authorisation, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.
- 5.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

Article 6 - Subcontracting

- 6.1. A subcontract shall be valid only if it is a written agreement by which the contractor entrusts performance of a part of the contract to a third party.
- 6.2. The contractor shall request to the contracting authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The contracting authority shall notify the contractor of its decision within 30 days of receipt of the request, stating reasons should it withhold such authorisation.
- 6.3. Subcontractors shall satisfy the eligibility criteria applicable for the award of the contract. They shall not fall under the exclusion criteria described in the tender dossier and the contractor shall ensure that they are not subject to EU restrictive measures.
- 6.4. No subcontract creates contractual relations between any subcontractor and the contracting authority.
- 6.5. The contractor shall be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the contractor, its agents or employees. The approval by the contracting authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the tasks shall not relieve the contractor of any of its obligations under the contract.
- 6.6. If a subcontractor has undertaken any continuing obligation extending for a period exceeding that of the warranty period under the contract towards the contractor in respect of the supplies provided by the subcontractor, the contractor must, at any time after the

expiration of the warranty period, transfer immediately to the contracting authority, at the contracting authority's request and cost, the benefit of such obligation for the unexpired duration thereof.

- 6.7. If the contractor enters into a subcontract without approval, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.
- 6.8. If a subcontractor is found by the contracting authority or the project manager to be incompetent in discharging its duties, the contracting authority or the project manager may request the contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the contracting authority as a replacement, or to resume the implementation of the tasks itself.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 7 - Supply of documents

- 7.1. Save where otherwise provided in the special conditions, within 30 days of the signing of the contract, the contracting authority shall provide the contractor, free of charge, with a copy of the drawings prepared for the implementation of the tasks and a copy of the specifications and other contract documents. The contractor may purchase additional copies of these drawings, specifications and other documents, in so far as they are available. Upon final acceptance, the contractor shall return to the contracting authority all drawings, specifications and other contract documents.
- 7.2. The contracting authority shall co-operate with the contractor to provide information that the latter may reasonably request in order to perform the contract.
- 7.3. The contracting authority shall notify the contractor of the name and address of the project manager.
- 7.4. Unless it is necessary for the purposes of the contract, the drawings, specifications and other documents provided by the contracting authority shall not be used or communicated to a third party by the contractor without the prior consent of the contracting authority.
- 7.5. The project manager shall have authority to issue to the contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.
- 7.6. The special conditions must indicate the procedure used, if necessary, by the contracting authority and the project manager to approve drawings and other documents provided by the contractor.

Article 8 - Assistance with local regulations

- 8.1. The contractor may request the assistance of the contracting authority in obtaining copies of laws, regulations and information on local customs, orders or bye-laws of the country where the supplies are to be delivered which may affect the contractor in the performance of its obligations under the contract. The contracting authority may provide the assistance requested to the contractor at the contractor's cost.



- 8.2. The contractor shall duly notify the contracting authority of details of the supplies so that the contracting authority can obtain the requisite permits or import licences.
- 8.3. The contracting authority will undertake to obtain, in accordance with the special conditions, the requisite permits or import licences within a reasonable period, taking account of the implementation dates for the tasks.
- 8.4. Subject to the provisions of the laws and regulations on foreign labour of the country in which the supplies are to be delivered, the contracting authority provides reasonable assistance to the contractor, at its request, for its application for any visas and permits required by the law of the country in which the supplies are to be delivered, including work and residence permits, for the personnel whose services the contractor and the contracting authority consider necessary, as well as residence permits for their families.

OBLIGATIONS OF THE CONTRACTOR

Article 9 - General obligations

- 9.1. The contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.
- 9.2. The contractor shall, in accordance with the provisions of the contract, supply (deliver, unload, commission) the supplies and carry out any other work including the remedying of any defects in the supplies. The supply may include, as an incidental matter, siting and installation operations. The contractor shall also provide all necessary equipment, supervision, labour and facilities required for the implementation of the tasks.
- 9.3. The contractor shall comply with administrative orders given by the project manager. Where the contractor considers that the requirement of an administrative order goes beyond the scope of the contract, it shall, give notice with reasons to the project manager. If the contractor fails to notify within 30 days period after receipt thereof, he shall be barred from so doing. Execution of the administrative order shall not be suspended because of this notice.
- 9.4. The contractor shall supply, without delay, any information and documents to the contracting authority upon request, regarding the conditions in which the contract is being executed.
- 9.5. The contractor shall respect and abide by all laws and regulations in force in the country where the supplies are to be delivered and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The contractor shall indemnify the contracting authority against any claims and proceedings arising from any infringement by the contractor, its employees and their dependants of such laws and regulations.
- 9.6. Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the contractor shall immediately and at its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under the contract. In such event the contractor shall give priority to solving the problem rather than determining liability.


- 9.7. Subject to Article 9.9, the contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the contracting authority. The contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the contracting authority, except where the contracting authority declares the contract to be confidential.
- 9.8. If the contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract, including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the contracting authority. Any alteration of the composition of the consortium without the prior consent of the contracting authority may result in the termination of the contract.
- 9.9. Save where the Contracting Authority requests or agrees otherwise, the contractor shall ensure the highest visibility to the financial contribution of the AICS. To ensure such publicity the contractor shall implement among other actions the specific activities described in the special conditions. All measures must comply with the rules in the Communication and Visibility Manual for AICS - Karthoum Office programmes
- 9.10. Any records shall be kept for a 7-year period after the final payment made under the contract. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.

Article 9a - Code of conduct

- 9a.1 The contractor shall at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It shall refrain from making public statements about the project without the prior approval of the contracting authority. It shall not commit the contracting authority in any way without its prior consent and shall, where appropriate, make this obligation clear to third parties.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited. The contractor shall also provide to inform the contracting authority of any breach of ethical standards or code of conduct as set in the present Article. In case the contractor is aware of any violations of the abovementioned standards he shall report in writing within 30 days to the contracting authority

- 9a.2 The contractor and its staff shall respect human rights and applicable data protection rules.
- 9a.3 The contractor shall respect environmental legislation applicable in the country where the supplies have to be delivered and internationally agreed core labour standards, i.e. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour, as well as applicable obligations established by these conventions:



- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
 - Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
 - Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention);
 - Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.
- 9.a.4 The contractor or any of its subcontractors, agents or personnel shall not abuse of its entrusted power for private gain. The contractor or any of its subcontractors, agents or personnel shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The contractor shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.
- 9.a.5 The payments to the contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.
- 9.a.6 The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The AICS Khartoum may carry out documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

The respect of the code of conduct set out in the present Article constitutes a contractual obligation. Failure to comply with the code of conduct is always deemed to be a breach of the contract under Article 35 of the General Conditions. In addition, failure to comply with the provision set out in the present Article can be qualified as grave professional misconduct that may lead either to suspension or termination of the contract, without prejudice to the application of administrative sanctions including exclusion from participation in future contract award procedures.

Article 9b Conflict of interest

- 9.b.1 The contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which may arise during performance of the contract shall be notified to the contracting authority without delay. In the event of such conflict, the contractor shall immediately take all necessary steps to resolve it.

- 9.b.2 The contracting authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The contractor shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under the contract, the contractor shall replace, immediately and without compensation from the contracting authority, any member of its staff exposed to such a situation.
- 9.b.3 The contractor shall refrain from any contact which would compromise its independence or that of its personnel.
- 9.b.4 The contractor shall limit its role in connection with the project to the provision of the supplies described in the contract.
- 9.b.5 The contractor and anyone working under its authority or control in the performance of the contract or on any other activity may be excluded from access to other EU budget/EDF funds available under the same project. However, if the contractor is able to prove that his involvement in previous stage of the project does not constitute unfair competition, he may participate, subject to prior approval of the contracting authority.

Article 10 - Origin

- 10.1. All goods shall have their origin in any eligible source country as defined in the instructions to tenderers and the special conditions.
- 10.2. The contractor must certify that the goods tendered comply with this requirement, specifying their countries of origin. It may be required to provide more detailed information in this respect.
- 10.3. The contractor shall document the origin at the time of provisional acceptance. Failure to comply with this obligation may lead, after formal notice, to termination of the contract and/or suspension of payment.

Article 11 - Performance guarantee

- 11.1. The contractor shall, together with the return of the countersigned contract, furnish to the contracting authority with a guarantee for the full and proper execution of the contract. The amount of the guarantee shall be as specified in the special conditions. It shall be in the range of 5 and 10% of the total contract price, including any amounts stipulated in addenda to the contract.
- 11.2. The performance guarantee shall be held against payment to the contracting authority for any loss resulting from the contractor's failure to perform its contractual obligations under the contract.
- 11.3. The performance guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the contracting authority. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the contracting authority.
- 11.4. The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the contractor prior to the provision of



the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

- 11.5. During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorised to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, the guarantee shall be replaced. The contracting authority shall give formal notice to the contractor to provide a new guarantee on the same terms as the previous one. Should the contractor fail to provide a new guarantee, the contracting authority may terminate the contract.
- 11.6. The contracting authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the contracting authority and may not raise any objection for any reason whatsoever. Prior to making any claim under the performance guarantee, the contracting authority shall notify the contractor stating the nature of the default in respect of which the claim is to be made.
- 11.7. Unless the special conditions provide otherwise, the performance guarantee shall be released within 60 days of the issuing of the signed final acceptance certificate for its total amount except for amounts which are the subject of amicable settlement, arbitration or litigation.

Article 12 - Liabilities and insurance

12.1. Liabilities

The liability rules described below are without prejudice to the possible application of international conventions on the carriage of goods.

a) Liability for damage to supplies

Without prejudice to Article 32 (warranty obligations) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of the supplies and (ii) the risk of loss and damage, whatever their cause, until the final acceptance as foreseen in Article 34.

Compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable, can in no case be capped.

b) Contractor's liability in respect of the contracting authority

At any time, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused to the contracting authority by the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

Compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

c) Contractor's liability in respect of third parties

The contractor shall, at its own expense, indemnify, protect and defend, the contracting authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter 'claim(s)') arising from any act or omission by the contractor, its staff, its subcontractors and/or any person for which the contractor is answerable, in the performance of its duties.

The contracting authority must notify any third party claim to the contractor as soon as possible after the contracting authority becomes aware of them.

If the contracting authority chooses to challenge and defend itself against the claim(s), the contractor shall bear the reasonable costs of defence incurred by the contracting authority, its agents and employees.

Under these general conditions, the agents and employees of the contracting authority, as well as the contractor's staff, its subcontractors and any person for which the contractor is answerable are considered to be third parties.

The contractor shall treat all claims in close consultation with the contracting authority

Any settlement or agreement settling a claim requires the prior express consent of the contracting authority and the contractor.

12.2. Insurance

a) Insurance – general issues

At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

At the latest together with the return of the countersigned contract, the contractor shall provide the contracting authority with all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected. The contractor shall submit without delay, whenever the contracting authority or the project manager so requests, an updated version of the cover notes and/or certificates of insurance.

The contractor shall obtain from the insurers that they commit to personally and directly inform the contracting authority of any event likely to reduce, cancel or alter in any

manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The contracting authority reserves the right to indemnify the insurer in case the contractor fails to pay the premium, without prejudice to the contracting authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority, its agents and employees.

The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.

The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority.

The contractor shall ensure that its staff, its subcontractors and any person for which the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff, its subcontractors or any person for which the contractor is answerable, the contractor shall indemnify the contracting authority from all consequences resulting therefrom.

Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the duties are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.

The contracting authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the contractor with its contractual and/or statutory obligations.

b) Insurance – Specific issues

The contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.1 'Liabilities'. The contractor shall in particular subscribe a products and after delivery insurance.

Depending on the nature of the contractor's obligations, the contracting authority may require that the carriage of supplies be covered by a 'transportation' insurance policy; the conditions of which may be specified in the special conditions, which may also specify other types of insurance to be taken out by the contractor. This insurance shall in particular cover the loading, intermediate storage, unloading, including stowage and protection, if such operations are included in the contract.

Article 13 - Programme of implementation of the tasks

13.1. If the special conditions so require, the contractor shall submit a programme of implementation of the tasks for the approval of the project manager. The programme shall contain at least the following:

- a) the order in which the contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;
- b) the time limits within which submission and approval of the drawings are required;

- c) a general description of the methods which the contractor proposes to adopt for executing the contract; and
 - d) such further details and information as the project manager may reasonably require.
- 13.2. The special conditions shall specify the time limit within which the programme of implementation of the tasks must be submitted to the project manager for approval. They may set time limits within which the contractor must submit all or part of the detailed drawings, documents and items. They shall also state the deadline for the project manager's approval or acceptance of the programme of implementation, detailed drawings, documents and items.
- 13.3. The approval of the programme by the project manager shall not relieve the contractor of any of its obligations under the contract.
- 13.4. No material alteration to the programme shall be made without the approval of the project manager. If, however, the progress of the implementation of the tasks does not conform to the programme, the project manager may instruct the contractor to submit a revised programme in accordance with the procedure laid down in Article 13.

Article 14 - Contractor's drawings

- 14.1. If the special conditions so provide, the contractor shall submit to the project manager for approval:
 - a) the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the special conditions or in the programme of implementation of the tasks;
 - b) such drawings as the project manager may reasonably require for the implementation of the tasks.
- 14.2. If the project manager fails to notify its decision of approval referred to in Article 14.1 within the time limits referred to in the contract or the approved programme of implementation of the tasks, such drawings, documents, samples or models shall be deemed to be approved at the end of the time limits specified. If no time limit is specified, they shall be deemed to be approved 30 days after receipt.
- 14.3. Approved drawings, documents, samples and models shall be signed or otherwise identified by the project manager and shall not be departed from except as otherwise instructed by the project manager. Any contractor's drawings, documents, samples or models which the project manager refuses to approve shall be modified to meet the requirements of the project manager and resubmitted by the contractor for approval. Within 15 days of being notified of the project manager's remarks, the contractor shall make the requisite corrections, adjustments etc. to the documents, drawings etc. The corrected or adjusted documents, drawings etc. shall be resubmitted for the project manager's approval under the same procedure.
- 14.4. The contractor shall supply additional copies of approved drawings in the form and numbers stated in the contract or in subsequent administrative orders.
- 14.5. The approval of the drawings, documents, samples or models by the project manager shall not relieve the contractor from any of its obligations under the contract.
- 14.6. The project manager shall have the right at all reasonable times to inspect all drawings, documents, samples or models relating to the contract at the contractor's premises.

- 14.7. Before provisional acceptance of the supplies, the contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the contracting authority to operate, maintain, adjust and repair all parts of the supplies. Unless otherwise stated in the special conditions, the manuals and drawings shall be in the language of the contract and in such forms and numbers as stated in the contract. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the contracting authority.

Article 15 - Sufficiency of tender prices

- 15.1. Subject to any additional provisions which may be laid down in the special conditions, the contractor shall be deemed to have satisfied itself before submitting its tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper implementation of the tasks and to have included in its rates and prices all costs related to the supplies, in particular:
- a) the costs of transport;
 - b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the contracting authority unless otherwise provided in the special conditions;
 - c) the cost of documents relating to the supplies where such documents are required by the contracting authority;
 - d) execution and supervision of on-site assembly and/or commissioning of the delivered supplies;
 - e) furnishing of tools required for assembly and/or maintenance of the delivered supplies;
 - f) furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the contract;
 - g) supervision or maintenance and/or repair of the supplies, for a period of time stated in the contract, with the stipulation that this service shall not release the contractor from any warranty obligations under the contract;
 - h) training of the contracting authority's personnel, at the contractor's factory and/or elsewhere as specified in the contract.
- 15.2. Since the contractor is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall carry out without additional charge any work that is the subject of any item whatsoever in its tender for which it neither indicates a unit price nor a lump sum.

Article 16 - Tax and customs arrangements

- 16.1. Save where otherwise provided in the special conditions, the terms of delivery of the goods shall be DDP (Delivered Duty Paid) – Incoterms 2010, International Chamber of Commerce.

Article 17 - Patents and licences

- 17.1. Save where otherwise provided in the special conditions, the contractor shall indemnify and hold the contracting authority harmless for all damages and cost incurred due to any

claim brought by any third party including creators and intermediaries for alleged or actual violations of intellectual, industrial or other property rights of any kind whatsoever based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trademarks, except where such infringement results from compliance with the design or specification provided by the contracting authority.

- 17.2. All industrial, intellectual and other property rights (including but not limited to patent rights and copyright) developed in connection with the tasks by or on behalf of the contractor, including but not limited to any rights in any documents prepared for the purpose of the contract or the tasks, shall remain vested in the contractor but the contracting authority shall have an irrevocable, royalty-free, non-exclusive licence of the above-mentioned rights for the purpose of the contract.

Such licence shall carry the right to grant sub-licences and shall be transferable by the contracting authority to third parties without the consent of the contractor being required.

All industrial, intellectual and other property rights (including but not limited to patent rights and copyright) developed in connection with the tasks by or on behalf of the contracting authority, including but not limited to any rights in any documents prepared for the purpose of the contract or the tasks, shall remain vested in the contracting authority but the contractor shall have the right at its cost to copy, use and obtain communication of these documents for the purpose of the contract.

Upon and notwithstanding any termination of the contract howsoever arising, as well as after completion of the tasks, the contracting authority shall continue to have the benefit of the licence referred to in Article 17.2, first paragraph.

IMPLEMENTATION OF THE TASKS AND DELAYS

Article 18 - Commencement order

- 18.1. Subject to the special conditions, the contracting authority shall fix the date on which implementation of the tasks is to commence and advise the contractor thereof either in the notification of award of the contract or by administrative order.
- 18.2. Save where the parties agree otherwise, implementation of the tasks shall begin no later than 90 days following notification of award of contract. Unless this delay results from the contractor default, after that date the contractor shall be entitled not to implement the contract and to obtain its termination and/or compensation for the damage it has suffered. The contractor shall forfeit this right unless it exercises it within 30 days of the expiry of the 90-day period.

Article 19 - Period of implementation of the tasks

- 19.1. The period of implementation of tasks shall commence on the date fixed in accordance with Article 18 and shall be as laid down in the special conditions, without prejudice to extensions of the period which may be granted under Article 20.
- 19.2. If provision is made for distinct periods of implementation of the tasks for separate lots, in cases where one contractor is awarded more than one lot per contract, the periods of implementation of the tasks for the separate lots shall not be accumulated.

Article 20 - Extension of period of implementation of the tasks

- 20.1. The contractor may request an extension to the period of implementation of the tasks if it is or will be delayed in completing the contract by any of the following reasons:
- a) exceptional weather conditions in the country of the contracting authority which may affect installation or erection of the supplies;
 - b) artificial obstructions or physical conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by an experienced contractor;
 - c) administrative orders affecting the date of completion other than those arising from the contractor's default;
 - d) failure of the contracting authority to fulfil its obligations under the contract;
 - e) any suspension of the delivery and/or installation of the supplies which is not due to the contractor's default;
 - f) force majeure;
 - g) extra or additional supplies ordered by the contracting authority;
 - h) any other causes referred to in these general conditions which are not due to the contractor's default.
- 20.2. If the contractor considers himself to be entitled to any extension of the period of implementation under the contract, the contractor shall
- a) give notice to the project manager of its intention to make such a request no later than 15 days after the contractor became aware, or should have become aware of the event or circumstance giving rise to the request.
 - b) If the contractor fails to give notice of a request for extension of the period of implementation within such period of 15 days, the period of implementation shall not be extended and the contracting authority shall be discharged from all liability in connection with the request; and
 - c) submit to the project manager full and detailed particulars of the request, within 30 days from the above notification unless otherwise agreed between the contractor and the supervisor, in order that such request may be investigated at the time.
- 20.3. Within 30 days from the receipt of the contractor's detailed particulars of the request, the project manager shall in agreement with the contracting authority, by notice to the contractor, grant such extension of the period of implementation of the tasks as may be justified, either prospectively or retrospectively, or inform the contractor that it is not entitled to an extension.

Article 21 - Delays in implementation of the tasks

- 21.1. If the contractor fails to deliver any or all of the goods or perform the services within the period of implementation of the tasks specified in the contract, the contracting authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation of the tasks, or extended period of implementation of the tasks under article 20, and the actual date of completion. The daily rate of liquidated damages is 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total contract price.

- 21.2. If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in Article 21.1 shall be calculated on the basis of the total contract price.
- 21.3. If the contracting authority has become entitled to claim at least 15% of the total contract price it may, after giving notice to the contractor:
- seize the performance guarantee; and/or
 - terminate the contract,
 - enter into a contract with a third party for the provision of the balance of the supplies at the contractor's cost.

Article 22 - Amendments

- 22.1. Contract amendments must be formalised by a contract addendum signed by both parties or by an administrative order issued by the project manager or the contracting authority. Substantial amendments to the contract, including amendments to the total contract price, must be made by means of an addendum. Any contractual amendments must respect the general principles defined in the practical guide.
- 22.2. Subject to the limits of the procedure thresholds set in the practical guide, the contracting authority reserves the right to vary by an administrative order the quantities per lot or per item by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not rise or fall as a result of the variation by more than 25% of the tender price. The unit prices quoted in the tender shall be applicable to the quantities procured under the variation.
- 22.3. The project manager and the contracting authority shall have the power to order any amendment to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such amendments by administrative order may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as in drawings, designs or specifications where the supplies are to be specifically manufactured for the contracting authority, in method of shipment or packing, place of delivery, and in the specified sequence, method or timing of implementation of the tasks. No administrative order shall have the effect of invalidating the contract, but the financial effect, if any, of all such amendments shall be valued in accordance with Article 22.7.
- 22.4. All administrative orders shall be issued in writing, it being understood that:
- a) if, for any reason, the project manager or the contracting authority finds it necessary to give an order orally, it shall as soon as possible thereafter confirm the order by an administrative order;
 - b) if the contractor confirms in writing an oral order given for the purpose of Article 22.4.a and the confirmation is not contradicted in writing forthwith by the project manager or the contracting authority, the project manager or the contracting authority shall be deemed to have issued an administrative order;
 - c) no administrative order is required to increase or decrease the quantity of any incidental siting or installation because the estimates in the budget breakdown were too high or too low.
- 22.5. Save where Article 22.4 provides otherwise, prior to issuing an administrative order, the project manager or the contracting authority shall notify the contractor of the nature and form of such amendment. The contractor shall then, without delay, submit to the project manager a written proposal containing:

- a description of the tasks, if any, to be performed or the measures to be taken and a programme of implementation of the tasks;
 - any necessary amendments to the programme of implementation of the tasks or to any of the contractor's obligations resulting from this contract; and
 - any adjustment to the total contract price in accordance with the rules set out in Article 22.
- 22.6. Following the receipt of the contractor's submission referred to in Article 22.5, the project manager shall, after due consultation with the contracting authority and, where appropriate, the contractor, decide without delay whether or not to accept the amendment. If the project manager accepts the amendment, it shall notify the contractor through an administrative order stating that the contractor shall carry out the amendment at the prices and under the conditions given in the contractor's submission referred to in Article 22.5 or as modified by the project manager in accordance with Article 22.7.
- 22.7. The prices for all amendments ordered by the project manager or the contracting authority in accordance with Articles 22.4 and 22.6 shall be ascertained in accordance with the following principles:
- where the task is of similar character and implemented under similar conditions as an item priced in the budget breakdown, it shall be valued at such rates and prices contained therein;
 - where the task is not of a similar character or is not implemented under similar conditions, the rates and prices in the contract shall be used as the basis for valuation as far as is reasonable, failing which the project manager shall make a fair valuation;
 - if the nature or amount of any amendment relative to the nature or amount of the whole contract or to any part thereof is such that, in the opinion of the project manager, any rate or price contained in the contract for any item of work is, by reason of such amendment, rendered unreasonable, the project manager shall fix such rate or price as he thinks reasonable and proper in the circumstances;
 - where an amendment is required by a default or breach of contract by the contractor, any additional cost attributable to such amendment shall be borne by the contractor.
- 22.8. On receipt of the administrative order, the contractor shall carry out the requested amendment according to the following principles:
- a) The contractor shall be bound by these general conditions as if the amendment requested by administrative order were stated in the contract.
 - b) The contractor shall not delay the execution of the administrative order pending the granting of any extension of time for completion or adjustment to the total contract price.
 - c) Where the administrative order precedes the adjustment to the total contract price, the contractor shall keep records of the costs of undertaking the amendment and of the time expended thereon. Such records shall be open to inspection by the project manager at all reasonable times.
- 22.9. The contractor shall notify the contracting authority of any change of bank account, using the form in Annex V. The contracting authority shall have the right to oppose the contractor's change of bank account.

Article 23 - Suspension

- 23.1. The contractor shall, on the order of the contracting authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the contracting authority may consider necessary. The suspension shall take effect on the day the contractor receives the order or at a later date when the order so provides.
- 23.2. Suspension in the event of presumed breach of obligations or irregularities or fraud:
- The contract may be suspended in order to verify whether presumed breach of obligations or irregularities or fraud occurred during the award procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.
- 23.3. During the period of suspension, the contractor shall protect and secure the supplies affected at the contractor's warehouse or elsewhere, against any deterioration, loss or damage to the extent possible and as instructed by the project manager, even if supplies have been delivered to the place of acceptance in accordance with the contract but their installation has been suspended by the project manager.
- 23.4. Additional expenses incurred in connection with such protective measures may be added to the total contract price, unless:
- a) otherwise provided for in the contract; or
 - b) such suspension is necessary by reason of some breach or default of the contractor; or
 - c) such suspension is necessary by reason of normal climatic conditions at the place of acceptance; or
 - d) such suspension is necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the project manager or the contracting authority or
 - e) the presumed breach of obligations or irregularities or fraud mentioned in article 23.2 are confirmed and attributable to the contractor.
- 23.5. The contractor shall only be entitled to such additions to the total contract price if it notifies the project manager, within 30 days after receipt of the order to suspend the contract, of its intention to claim them.
- 23.6. The contracting authority, after consulting the contractor, shall determine such additions to the total contract price and/or extension of the period of performance to be granted to the contractor in respect of such claim as shall, in the opinion of the contracting authority, be fair and reasonable.
- 23.7. The contracting authority shall, as soon as possible, order the contractor to resume the contract suspended or inform the contractor that it terminates the contract. If the period of suspension exceeds 180 days and the suspension is not due to the contractor's breach or default, the contractor may, by notice to the contracting authority, request to proceed with the contract within 30 days, or terminate the contract.

MATERIALS AND WORKMANSHIP

Article 24 - Quality of supplies

- 24.1. The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which shall be held at the disposal of the contracting authority or the project manager for the purposes of identification throughout the period of execution.
- 24.2. Any preliminary technical acceptance stipulated in the special conditions shall be the subject of a request sent by the contractor to the project manager. The request shall indicate the reference to the contract, specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the project manager as meeting the requirements for such acceptance prior to their incorporation in the supplies.
- 24.3. Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the contractor. The contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the project manager.

Article 25 - Inspection and testing

- 25.1. The contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the project manager to proceed with acceptance of the supplies. The contractor is deemed to have fully appreciated the difficulties which it might encounter in this respect, and it shall not be permitted to advance any grounds for delay in fulfilling its obligations.
- 25.2. The project manager shall be entitled to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the special conditions.
- 25.3. For the purposes of such tests and inspections, the contractor shall:
 - a) provide the project manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;
 - b) agree, with the project manager, on the time and place for tests;
 - c) provide access to the project manager at all reasonable times to the place where the tests are to be carried out.

- 25.4. If the project manager is not present on the date agreed for tests, the contractor may, unless otherwise instructed by the project manager, proceed with the tests, which shall be deemed to have been made in the project manager's presence. The contractor shall immediately send duly certified copies of the test results to the project manager, who shall, if it has not attended the test, be bound by the test results.
- 25.5. When components and materials have passed the above-mentioned tests, the project manager shall notify the contractor or endorse the contractor's certificate to that effect.
- 25.6. If the project manager and the contractor disagree on the test results, each shall give a statement of its views to the other within 15 days of such disagreement arises. The project manager or the contractor may require such tests to be repeated on the same terms and conditions or, if either party so requests, by an expert selected by common consent. All test reports shall be submitted to the project manager, who shall communicate the results of these tests without delay to the contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the party whose views are proved wrong by the retesting.
- 25.7. In the performance of their duties, the project manager and any person authorised by him shall not disclose to unauthorised persons information concerning the undertaking's methods of manufacture and operation obtained through inspection and testing.

PAYMENTS

Article 26 - General principles

- 26.1. Payments shall be made in euro or national currency as specified in the special conditions. The special conditions shall lay down the administrative or technical conditions governing payments of pre-financing and final payments made in accordance with the general conditions.
- 26.2. Payments due by the contracting authority shall be made to the bank account mentioned on the financial identification form completed by the contractor. The same form, annexed to the invoice, must be used to report changes of bank account.
- 26.3. Pre-financing payment shall be made within 30 days from the date on which an admissible invoice is registered by the contracting authority. The invoice shall not be admissible if one or more essential requirements are not met. Final payment shall be made within 60 days from the date on which an invoice is registered by the contracting authority, together with the request for provisional acceptance as per article 31.2. The date of payment shall be the date on which the paying account is debited.
- 26.4. The period referred to in article 26.3 may be suspended by notifying the contractor that the invoice cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up invoice is registered.

- 26.5. The payments shall be made as follows:
- a) 40% of the total contract price after the signing of the contract, against provision of the performance guarantee and of a pre-financing guarantee for the full amount of the pre-financing payment, unless otherwise provided for in the special conditions. The pre-financing guarantee shall be provided to the contracting authority following the procedure foreseen for the performance guarantee in accordance with Article 11.3-5, and in accordance with the format annexed to the contract. The pre-financing guarantee must remain valid until it is released 30 days at the latest after the provisional acceptance of the goods. Where the contractor is a public body, the obligation for a pre-financing guarantee may be waived depending on a risk assessment made;
 - b) 60% of the total contract price, as payment of the balance; after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance;
- 26.6. Where only part of the supplies has been delivered, the 60% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted and the security shall be released accordingly.
- 26.7. For supplies not covered by a warranty period, the payments listed above shall be aggregated. The conditions to which the payments of pre-financing and final payments are subject, shall be as stated in the special conditions.
- 26.8. The payment obligations of the AICS Khartoum under this contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these general conditions.
- 26.9. Unless otherwise stipulated in the special conditions, the contract shall be at fixed prices, which shall not be revised.
- 26.10. The contractor undertakes to repay any amounts paid in excess of the final amount due to the contracting authority before the deadline indicated in the debit note which is 45 days from the issuing of that note. Should the contractor fail to make repayment within the above deadline, the contracting authority may (unless the contractor is a government department or public body of a Member State of the European Union) increase the amounts due by adding interest:
- at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country;
 - at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,

on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which payment is actually made. Any partial payments shall first cover the interest thus established.

Amounts to be repaid to the contracting authority may be offset against amounts of any kind due to the contractor. This shall not affect the parties' right to agree on payment in instalments. Bank charges arising from the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.

Without prejudice to the prerogative of the contracting authority, if necessary, the AICS Khartoum may as donor proceed itself to the recovery by any means.

- 26.11. If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.
- 26.12. Prior to, or instead of, terminating the contract as provided for in Article 36, the contracting authority may suspend payments as a precautionary measure without prior notice.
- 26.13. Where the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud attributable to the contractor, the contracting authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 23.2 and to terminate the contract as provided for in Article 36, suspend payments and/or recover amounts already paid, in proportion to the seriousness of the breach of obligations, irregularities or fraud. In addition to measures referred above, the contracting authority may reduce the contract value in proportion to the seriousness of the irregularities, fraud or of the breach of obligations, including where the activities concerned were not implemented or were implemented poorly, partially or late.

Article 27 - Payment to third parties

- 27.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 5. The assignment shall be notified to the contracting authority.
- 27.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the contractor.
- 27.3. In the event of a legally binding attachment of the property of the contractor affecting payments due to him under the contract, and without prejudice to the time limit laid down in Article 26, the contracting authority shall have 30 days, starting from the day on which it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the contractor.

Article 28 - Delayed payments

- 28.1. The contracting authority shall pay the contractor sums due in accordance with Article 26.3.
- 28.2. Once the time-limit referred to in Article 26.3 has expired, the contractor – unless the contractor is a government department or public body in European Union Member State – shall, within two months of receipt of the late payment, receive default interest:
 - at the rediscount rate applied by the central bank of the partner country if payments are in the currency of that country ;
 - at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, if payments are in euro,

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest shall be payable for the time elapsed between the expiry of the payment

deadline and the date on which the contracting authority's account is debited. However, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

- 28.3. Any default in payment of more than 90 days from the expiry of the period laid down in Article 26.3 shall entitle the contractor either not to perform the contract or to terminate it, according to Article 37.

ACCEPTANCE AND MAINTENANCE

Article 29 - Delivery

- 29.1. The contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the contractor until their final acceptance.
- 29.2. The contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the supplies, and the possible absence of heavy handling facilities at all points in transit.
- 29.3. The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the special conditions, subject to any amendments subsequently ordered by the project manager or the contracting authority.
- 29.4. No supplies shall be shipped or delivered to the place of acceptance until the contractor has received a delivery order from the project manager. The contractor shall be responsible for the delivery at the place of acceptance of all supplies and supplier's equipment required for the purpose of the contract.
- 29.5. Each delivery must be accompanied by a statement drawn up by the contractor. This statement shall be as specified in the special conditions.
- 29.6. Each package shall be clearly marked in accordance with the special conditions.
- 29.7. Delivery shall be deemed to have been made when there is written evidence available to both parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the special conditions, have been submitted to the contracting authority. Where the supplies are delivered to an establishment of the contracting authority, the latter shall bear the responsibility of bailee, in accordance with the requirements of the law applicable to the contract, during the time which elapses between delivery for storage and acceptance.

Article 30 - Verification operations

- 30.1. The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the contractor. The verifications and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods.

- 30.2. The project manager shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:
- a) the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the project manager, are not in accordance with the contract;
 - b) their replacement with proper and suitable supplies;
 - c) the removal and proper re-installation, notwithstanding any previous test thereof or of any installation which in respect of materials, workmanship or design for which the contractor is responsible, is not, in the opinion of the project manager, in accordance with the contract;
 - d) that any work done or goods supplied or materials used by the contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfil the requirements of the contract.
- 30.3. The contractor shall, with all speed and at its own expense, make good the defects so specified. If the contractor does not comply with such order, the contracting authority shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted by the contracting authority from any monies due or which may become due to the contractor.
- 30.4. Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected supplies shall be removed by the contractor from the place of acceptance, if the project manager so requires, within a period which the project manager shall specify, failing which they shall be removed as of right at the expense and risk of the contractor. Any works incorporating rejected materials shall be rejected.
- 30.5. The provisions of Article 30 shall not affect the right of the contracting authority to claim under Article 21, nor shall it in any way release the contractor from any warranty or other obligations under the contract.

Article 31 - Provisional acceptance

- 31.1. The supplies shall be taken over by the contracting authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.
- 31.2. The contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 30 days of receipt of the contractor's application either:
- issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
 - reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall be considered included in the time limit for payments indicated in Article 26.3, unless otherwise specified in the special conditions.

- 31.3. Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the project manager after consultation, where possible, with the contractor. The certificate of acceptance or rejection shall be drawn up within 30 days following the date on which such impossibility ceases to exist. The contractor shall not invoke these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance.
- 31.4. If the project manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, it shall be deemed to have issued the certificate on the last day of that period, except where the certificate of provisional acceptance is deemed to constitute a certificate of final acceptance. In this case, Article 34.2 below does not apply. If the supplies are divided by the contract into lots, the contractor shall be entitled to apply for separate certificates for each of the lots.
- 31.5. In case of partial delivery, the contracting authority reserves the right to give partial provisional acceptance.
- 31.6. Upon provisional acceptance of the supplies, the contractor shall dismantle and remove temporary structures as well as materials no longer required for use in connection with the implementation of the contract. It shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.
- 31.7. Immediately after provisional acceptance, the contracting authority may make use of all the supplies delivered.

Article 32 - Warranty obligations

- 32.1. The contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the contracting authority.
- 32.2. The contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:
- a) results from the use of defective materials, faulty workmanship or design of the contractor; and/or
 - b) results from any act or omission of the contractor during the warranty period; and/or
 - c) appears in the course of an inspection made by, or on behalf of, the contracting authority.
- 32.3. The contractor shall at its own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date when the replacement or repair was made to the satisfaction of the project manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.
- 32.4. If any such defect appears or such damage occurs during the warranty period, the contracting authority or the project manager shall notify the contractor. If the contractor

fails to remedy a defect or damage within the time limit stipulated in the notification, the contracting authority may:

- a) remedy the defect or the damage itself, or employ someone else to carry out the tasks at the contractor's risk and cost, in which case the costs incurred by the contracting authority shall be deducted from monies due to or from guarantees held against the contractor or from both; or
- b) terminate the contract.

32.5. In case of emergency, where the contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the contracting authority or the project manager may have the tasks carried out at the expense of the contractor. The contracting authority or the project manager shall as soon as practicable inform the contractor of the action taken.

32.6. The warranty obligations shall be stipulated in the special conditions and technical specifications.

32.7. Save where otherwise provided in the special conditions, the duration of the warranty period shall be 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

Article 33 - After-sales service

33.1. An after-sales service, if required by the contract, shall be provided in accordance with the details stipulated in the special conditions. The contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The special conditions may specify that the contractor must provide any or all of the following materials, notifications and documents pertaining to spare parts manufactured or distributed by the contractor:

- a) such spare parts as the contracting authority may choose to purchase from the contractor, it being understood that this choice shall not release the contractor from any warranty obligations under the contract;
- b) in the event of termination of production of the spare parts, advance notification to the contracting authority to allow it to procure the parts required and, following such termination, provision at no cost to the contracting authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

Article 34 - Final acceptance

34.1. Upon expiry of the warranty period, or where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the project manager shall issue the contractor a final acceptance certificate and a copy thereof to the contracting authority, stating the date on which the contractor completed its obligations under the contract to the project manager's satisfaction. The final acceptance certificate shall be issued by the project manager within 30 days after the expiration of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the project manager.

34.2. The contract shall not be considered to have been performed in full until the final acceptance certificate has been signed or is deemed to have been signed by the project manager.

- 34.3. Notwithstanding the issue of the final acceptance certificate, the contractor and the contracting authority shall remain liable for the fulfilment of any obligation incurred under the contract prior to the issue of the final acceptance certificate which remains unperformed at the time that final acceptance certificate is issued. The nature and extent of any such obligation shall be determined by reference to the provisions of the contract.

BREACH OF CONTRACT AND TERMINATION

Article 35 - Breach of contract

- 35.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.
- 35.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:
- a) damages; and/or
 - b) termination of the contract.
- 35.3. Damages may be either:
- a) general damages; or
 - b) liquidated damages.
- 35.4. Should the contractor fail to perform any of its obligations in accordance with the provisions of the contract, the contracting authority is without prejudice to its right under Article 35.2, also entitled to the following remedies:
- a) suspension of payments; and/or
 - b) reduction or recovery of payments in proportion to the failure's extent.
- 35.5. Where the contracting authority is entitled to damages, it may deduct such damages from any sums due to the contractor or call on the appropriate guarantee.
- 35.6. The contracting authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

Article 36 - Termination by the contracting authority

- 36.1. The contracting authority may, at any time and with immediate effect, subject to Article 36.9, terminate the contract, except as provided for under Article 36.2.
- 36.2. Subject to any other provision of these general conditions, the contracting authority may, by giving seven day notice to the contractor, terminate the contract in any of the following cases where:
- a) the contractor is in serious breach of contract for failure to perform its contractual obligations;
 - b) the contractor fails to comply within a reasonable time with the notice given by the project manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely implementation of the tasks;

- c) the contractor refuses or neglects to carry out any administrative orders given by the project manager;
- d) the contractor assigns the contract or subcontracts without the authorisation of the contracting authority;
- e) the contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under national law or regulations;
- f) any organisational modification occurs involving a change in the legal personality, nature or control of the contractor, unless such modification is recorded in an addendum to the contract;
- g) any other legal disability hindering performance of the contract occurs;
- h) the contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;
- i) the contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- j) it has been established by a final judgment or a final administrative decision or by proof in possession of the contracting authority that the contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings or circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose;
- k) the contractor, in the performance of another contract financed by the EU budget/EDF funds has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the contracting authority and Italian competent authorities.
- l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud;
- m) the award procedure or the performance of another contract financed by the Italian funds proves to have been subject to breach of obligations, irregularities or fraud which are likely to affect the performance of the present contract;
- n) the contractor fails to perform its obligation in accordance with Article 9a and Article 9b;
- o) the contractor fails to comply with its obligation in accordance with Article 10;
- p) the contractor is in breach of the data protection obligations resulting from Article 44 of these general conditions.

The cases of termination under points (e), (i), (j), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the contractor and/or to persons having powers of representation, decision or control with regard to the contractor.

The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the contract.

The cases under points (e), (i), (j), (k), (l), (m), (n) and (p) may refer also to subcontractors.

- 36.3. Termination shall be without prejudice to any other rights or powers under the contract of the contracting authority and the contractor. The contracting authority may, thereafter, conclude any other contract with a third party, at the contractor's own expense. The contractor's liability for delay in completion shall immediately cease when the contracting authority terminates the contract without prejudice to any liability thereunder that may already have arisen.
- 36.4. Upon termination of the contract or when it has received notice thereof, the contractor shall take immediate steps to bring the implementation of the tasks to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 36.5. The project manager shall, as soon as possible after termination, certify the value of the supplies and all sums due to the contractor as at the date of termination.
- 36.6. In the event of termination, the project manager shall, as soon as possible and in the presence of the contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the incidental siting or installation performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the contractor and of monies owed by the contractor to the contracting authority as at the date of termination of the contract.
- 36.7. The contracting authority shall not be obliged to make any further payments to the contractor until the supplies are completed. After the supplies are completed, the contracting authority shall recover from the contractor the extra costs, if any, of providing the supplies, or shall pay any balance still due to the contractor.
- 36.8. If the contracting authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the contractor any loss it has suffered up to the value of the supply unless otherwise provided for in the special conditions.
- 36.9. Where the termination is not due to an act or omission of the contractor, force majeure or other circumstances beyond the control of the contracting authority, the contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.
- 36.10. This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

Article 37 - Termination by the contractor

- 37.1. The contractor may, by giving 14 days' notice to the contracting authority, terminate the contract if the contracting authority:
 - fails to pay the contractor the amounts due under any certificate issued by the project manager after the expiry of the time limit stated in Article 28.3; or
 - consistently fails to meet its obligations after repeated reminders; or
 - suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the contractor's breach or default.

- 37.2. Such termination shall be without prejudice to any other rights of the contracting authority or the contractor acquired under the contract.
- 37.3. In the event of such termination, the contracting authority shall pay the contractor for any loss or damage the contractor may have suffered.

Article 38 - Force majeure

- 38.1. Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of *force majeure* which arises after the date of notification of award or the date when the contract becomes effective
- 38.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions. A decision of the Italian Authority to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspension of funding this contract.
- 38.3. Notwithstanding the provisions of Articles 21 and 36, the contractor shall not be liable to forfeiture of its performance guarantee, liquidated damages or termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of *force majeure*. The contracting authority shall similarly not be liable, notwithstanding the provisions of Articles 28 and 37, for the payment of interest on delayed payments, for non-performance or for termination by the contractor for default if, and to the extent that, the contracting authority's delay or other failure to perform its obligations is the result of *force majeure*.
- 38.4. If either party considers that any circumstances of *force majeure* have occurred which may affect performance of its obligations, it shall promptly notify the other party and the project manager, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the project manager in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the *force majeure* event. The contractor shall not put into effect alternative means unless directed so to do by the project manager.
- 38.5. If the contractor incurs additional costs in complying with the project manager's directions or using alternative means under Article 38.4, the amount thereof shall be certified by the project manager.
- 38.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other with 30 days' notice to terminate the contract. If, at the expiry of the period of 30 days, the situation of *force majeure* persists, the contract shall be terminated and, in consequence thereof under the law governing the contract, the parties shall be released from further performance of the contract.

Article 39 - Decease

- 39.1. Where the contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the contracting authority shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract.
- 39.2. Where the contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract, and the contracting authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to perform the contract shall notify the contracting authority thereof within 15 days of the date of decease. The decision of the contracting authority shall be notified to those concerned within 30 days of receipt of such proposal.
- 39.4. Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the deceased contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

SETTLEMENT OF DISPUTES AND APPLICABLE LAW

Article 40 - Settlement of disputes

- 40.1. The parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them.
- 40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- 40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the Italian Authority/AICS is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.
- 40.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the special conditions.

Article 41 - Applicable law

- 41.1. This contract shall be governed by the law of the country of the contracting authority or, where the contracting authority is the Italian Authority, by the applicable European Union law complemented where necessary by the law of Italy.

FINAL PROVISIONS

Article 42 - Administrative sanctions

- 42.1. Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by the EU, may be imposed, after an adversarial procedure in line with the applicable Financial Regulation, upon the contractor who, in particular,
- a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract or has been circumventing fiscal, social or any other applicable obligations, including through the creation of an entity for this purpose. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;
 - b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years;
- 42.2. In the situations mentioned in Article 42.1, in addition or in alternative to the sanction of exclusion, the contractor may also be subject to financial penalties up to 10% of the total contract price.
- 42.3. Where the contracting authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the contractor or call on the appropriate guarantee.
- 42.4. The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the contractor.

Article 43 - Verifications, checks and audits by Italian Authority bodies

- 43.1. The contractor shall allow the Italian Authority, the Italian Anti-Fraud Office and the Italian Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, the bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the project. The contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data

be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.

- 43.2. Furthermore, the contractor shall allow the Italian Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the Italian and EU legislation for the protection of the financial interests of the Italy against fraud and other irregularities.
- 43.3. To this end, the contractor undertakes to give appropriate access to staff or agents of the Italian Authority, of the Italian Anti-Fraud Office and of the Italian Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the Italian Authority, Italian Anti-Fraud Office and the Italian Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the contractor must inform the contracting authority of their precise location.
- 43.4. The contractor guarantees that the rights of the Italian Authority, of the Italian Anti-Fraud Office and of the Italian Court of Auditors to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from Italian funds.
- 43.5. Failure to comply with the obligations set forth in Article 43.1 to 43.4 constitutes a case of serious breach of contract.

Article 44 - Data protection

44.1. Processing of personal data by the contracting authority

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by the data controller.

The contractor or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict the processing of their personal data or, where applicable, the right to object to processing or the right to data portability.

Should the contractor or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice referred to in the special conditions.

44.2. Processing of personal data by the contractor

The processing of personal data by the contractor shall meet the requirements of the general conditions and be processed solely for the purposes set out by the controller.

The contractor shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) 2018/1725. The contractor shall inform without delay the controller about such requests.

The contractor may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract. The contractor must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 9.7 of these general conditions.

The contractor shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:

- (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) likely consequences of the breach;
- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State or third country applicable data protection provisions as referred to in the tender specifications.

The contractor shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.

The contractor shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The contracting authority is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services) and data security, which includes personal data held on behalf of the contracting authority in the premises of the contractor or subcontractor.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

The duration of processing of personal data by the contractor will not exceed the period referred to in Article 9.10 of these general conditions. Upon expiry of this period, the contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of Article 6 of these general conditions, if part or all of the processing of personal data is subcontracted to a third party, the contractor shall pass on the obligations referred to in the present article in writing to those parties, including subcontractors. At the request of the contracting authority, the contractor shall provide a document providing evidence of this commitment.

ANNEX II + III:

TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

Contract title: SUPPLY OF BLOOD BANK EQUIPMENT FOR KASSALA HEALTH CITADEL - Africa/Sudan

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Publication reference: LOT 2 : Ref CIG 9329560477

Columns 1-3 should be completed by the contracting authority
Columns 4-5 should be completed by the tenderer
Column 6 is reserved for the evaluation committee

Annex III - the contractor's technical offer

The tenderers are requested to complete the template on the next pages:

- Column 2 and 3 is completed by the contracting authority shows the required specifications (not to be modified by the tenderer),
- Column 4 is to be filled in by the tenderer and must detail what is offered (for example the words 'compliant' or 'yes' are not sufficient)
- Column 5 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.



2021.1

865190420220915HC SPEC SHEET OMNIA - SUD Lot 2

CIG: 9329486765

LOT 2 - LABORATORY AND MEDICAL EQUIP.

1.	2.	3.	4.	5.	6.
Item number	Item Name	Specifications required	Specifications Offered	Notes, remarks, ref to documentation	Evaluation committee's notes
2.1	ANALYZER, HAEMATOLOGY, 3 POLYPATION	<p>GENERAL DESCRIPTION: analyzer for the mainstream laboratory. With a color LCD Display, built-in thermal printer and storage capacity.</p> <p>METHOD: Electrical Impedance</p> <p>PARAMETERS: WBC, LYMPH#, Mid#, Gran#, Lymph%, Mid%, Gran%, RBC, HGB, HCT, MCV, MCH, MCHC, RDW-CV, RDW-SD, PLT, MPV, PDW, PCT.</p> <p>Histogram for WBC, RBC, PLT</p> <p>SAMPLE VOLUME: 20 microliter</p> <p>prediluted. 13 microliter (whole Blood)</p> <p>THROUGHPUT: 60 Sample/hour</p> <p>PRINTER: Yes in built thermal</p> <p>I/O: Keyboard, Printer: RS232, barcode scanner</p> <p>DISPLAY: LCD 800x600 resolution</p> <p>ALARMS: Alarms for encoded errors</p> <p>DOCUMENTATION: User Manual, CE certification, certificate of Quality and calibration</p>	<p>Model :DH 36</p> <p>LCD Display, built-in thermal printer and storage capacity</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>Minimum volume 9ul</p> <p>21 parameters</p> <p>YES</p> <p>YES</p> <p>364</p> <p>mm(L)×417mm(w)×477mm(d).</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>HEMOWELD - T</p>		
2.2	BLOOD BAGS, SEALER	<p>PURPOSE: Blood Collection Tube Sealers equipment to seal the blood bag pilot tube. The system has to use radio frequency sealing system thus preventing dropping from the bag and a secure storage in the blood bank.</p> <p>UMDNS: 21-897</p> <p>CE MARK (MDD): Yes</p> <p>USAGE: Blood Collection for Blood Bank</p> <p>CONFIGURATION: Bench top</p>			

1. Item number	2. Item Name	3. Specifications required	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation committee's notes
		PVC TUBES: Yes SEALING METHOD: Radiofrequency sealing system SEALING TIME: ~1 s OUTPUT RF POWER: 200 W INDICATORS & ALARMS: Green/Red LEDs for power-On, Malfunctioning, audible alarms preferred SWITCH: Powerswitch	Yes Yes Yes 80 W Yes Yes HEMOWELD - B		
2.3	BLOOD BAGS, SEALER, PORTABLE	PURPOSE: Blood Collection Tube Sealers equipment to seal the blood bag pilot tube. The system has to use radio frequency sealing system thus preventing dropping from the bag and a secure storage in the blood bank. Portable UMDNS: 21-897 CE MARK (MDD): Yes USAGE: Blood Collection for Blood Bank CONFIGURATION: Portable PVC TUBES: Yes SEALING METHOD: Radiofrequency sealing system SEALING TIME: ~1 s OUTPUT RF POWER: 200 W INDICATORS & ALARMS: Green/Red LEDs for power-On, Malfunctioning, audible alarms preferred SWITCH: Powerswitch	Yes Yes Yes Yes Yes Yes Yes 80 W Yes Yes Model : TSBT		
2.4	BLOOD BAG TUBE STRIPPER	"Plier-like" blood bag tube stripper to strip undiluted blood from the donor PVC tubing. The blood bag tube stripper should be compatible with different sizes of blood bag tubes			

1.	2.	3.	4.	5.	6.
Item number	Item Name	Specifications required	Specifications Offered	Notes, remarks, ref to documentation	Evaluation committee's notes
2.5	BLOOD BAG/PLASMA THAWING BATH MACHINE, TABLETOP	<p>Structure: Anodized Aluminium, 316 Grade Stainless Steel</p> <p>Rollers: Two, Self-Centric</p> <p>Diameter of the rollers: 12 mm</p> <p>Handle Opening: at maximum of 37°</p> <p>Distance between the rollers: Adjustable</p> <p>Weight: < 200 g</p> <p>Resistant to scratches and rust.</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes. 125 gr</p> <p>Yes</p> <p>Model : DH4</p> <p>Yes</p> <p>Option-1: 4 units</p> <p>Option-2: 8 units</p> <p>Option-1: 18 l.</p> <p>Option-2: 32 l.</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Data not available</p> <p>230V, 50/60 Hz</p> <p>Option-1: 470x413x375 mm (WxHxD)</p> <p>Option-2: 470x413x559 mm (WxHxD)</p> <p>No</p> <p>Yes</p> <p>Stainless steel water tank</p> <p>Yes</p> <p>No</p> <p>Model : EBA 200</p>		
2.6	CENTRIFUGE, TABLETOP	<p>Blood Bags (400ml): Max. 12 pcs</p> <p>Water Storage: 58kg±5%</p> <p>Temp. Range: 37~38°C</p> <p>Temp. Accuracy: ±0.1°C</p> <p>Thawing Time: 8~10min</p> <p>Consumption: 2KW</p> <p>Power Supply: 220 V /50/60 Hz</p> <p>Internal Size (W*D*H) 600*540*970mm</p> <p>Automatic drying function</p> <p>Stainless steel chamber and fences</p> <p>Decomposable water tank</p> <p>Alarms: over temperature alarm; automatic power-off function.</p> <p>Scanning bar code function</p>			



1. Item number	2. Item Name	3. Specifications required	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation committee's notes
		<p>GENERAL DESCRIPTION: Low-speed, tabletop centrifuges to be used for routine separation of sample volumes. The centrifuge has to be easy to use, with low level vibration and level of noise, digital touchpad display to set time and rpm, robust construction with case resistant to various chemical and physical agent. With Alarms and lock.</p> <p>UMDMS: [18-266]</p> <p>CE MARK (MDD): yes</p> <p>CONFIGURATION: Tabletop Centrifuges</p> <p>ROTATIONAL SPEED :</p> <p>Max rpm : 5000</p> <p>Max RCF, g : > 12000</p> <p>REFRIGERATED: No</p> <p>NUMBER OF ROTORS : 1</p> <p>VARIABLE ANGLE : Yes, preferred</p> <p>ANGLE RANGE: Between 0 and 90 deg</p> <p>ROTOR CAPACITY: samples : 8 tubes of 15 ml</p> <p>DISPLAY TYPE : Digital</p> <p>TIMER : Yes</p> <p>Range, min : 0 to ≥60</p> <p>Settings : 1 min increments</p> <p>BRAKING type : Electric preferred</p> <p>ADJUSTMENT & CONTROLS : Manual Touchpad</p> <p>LID INTERLOCK : Yes</p> <p>BRUSHLESS : Yes</p> <p>ALERT INDICATORS : audible;</p> <p>Imbalance. lid open, error codes, rotor recognition. end of run</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>6,000 rpm</p> <p>3461 g</p> <p>Not refrigerated</p> <p>Yes</p> <p>Yes</p> <p>Swing-out rotor</p> <p>8 tubes of 15 ml</p> <p>Yes</p> <p>Yes</p> <p>Yes, 1sec – 99 min: 59 sec. continuous run, short cycle mode (impulse button)</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>yes</p>		



1.	2.	3.	4.	5.	6.
Item number	Item Name	Specifications required	Specifications Offered	Notes, remarks, ref to documentation	Evaluation committee's notes
		NOISE LEVEL, dB : < 60 SPECIAL WARRANTY: Required 7 years for rotor TRAINING: 0.25	Yes, <52 dBa 24 months comprehensive warranty. Extended warranty to be approved by Omnia YES		
2.7	CENTRIFUGE, BLOODBAGS, FLOOR-STANDING, REFRIGERATED	PURPOSE: High-speed centrifuges for blood bags. refrigerated. UMDMS: [11-117] CE MARK (MDD): yes ROTATIONAL SPEED: Max rpm: 6000 ca Max RCF, g: 9000 ca rpm adjust method: Microprocessor. 10 rpm increments TACHOMETER: Display type: Digital Accuracy, rpm: 20 (0-1,000) ROTOR HEADS: Fixed angle: 20 for 12 bags of 750ml Swinging bucket: 12 place for bags of 750ml Adaptors MAXIMUM CAPACITY, mL: 12 x 1,000 ml or 12 blood bags TEMPERATURE: Range, °C: - 10 to +40 Accuracy, °C: 1 TIME: R: Yes Range, min: 1 min to 99 hr 59 min, hold Increments, min: 1 sec	Model : ROTIXA 500 RS Yes Yes 4,500 min. rpm 5,252 g Yes Yes Yes No Yes, 4 places rotor with adapter for 2 bags per bucket total 8 blood bags Yes From -20C to +40C Yes Yes Yes Yes		

1.	2.	3.	4.	5.	6.
Item number	Item Name	Specifications required	Specifications Offered	Notes, remarks, ref to documentation	Evaluation committee's notes
2.9	COUCH, SAMPLE COLLECTION/BLOOD DONOR	<p>DIMENSION (seat), mm: 400 x 400</p> <p>GENERAL DESCRIPTION: Couch for blood donor, mechanical. Sturdy structure, easy to wash and disinfect, with rounded corner to prevent accidental injuries.</p> <p>STRUCTURE:</p> <p>Material: Metal stainless steel</p> <p>N° Section: 3 minimum</p> <p>Finishing: Epoxy painted, rusting resistant.</p> <p>Dimension (cm): 200 (overall length) x 55 (Width) x 90 (height)</p> <p>PADDING - SURFACES:</p> <p>Contoured: Yes</p> <p>Upholstery: Leatherette. washable</p> <p>Padded: Yes</p> <p>Padding Thickness. cm: 10</p> <p>MOVEMENTS: Yes</p> <p>Inclination Adjust: 0 - 70/90°</p> <p>Mechanism: Manual</p> <p>Contoured: Yes</p> <p>ARMREST: 45x15 cm adjustable</p> <p>Dimensions: 45x15 cm</p> <p>Adjustable: Yes</p> <p>Floor footing: Castors. with brakes on two wheels</p>	<p>Yes</p> <p>Model : 90111201.M</p> <p>Yes</p> <p>Epoxy painted steel</p> <p>2 sections</p> <p>Yes</p> <p>(150-198) x 665 x 64.5 cm (L x W x H)</p> <p>Yes</p> <p>Antibacterial and cleanable artificial leather covered.</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>0 - 60 degree</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>		
2.10	FREEZERS, BLOOD BANK, ULTRA - LOW TEMPERATURE		Model : SWUF-80 , 82 liter		

1. Item number	2. Item Name	3. Specifications required	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation committee's notes
		<p>PURPOSE: Refrigerator to store the Blood Bags, an Plasma Bags, Equipped with temperature control, made of robust construction, fully insulated, glass door, powerful motor to operate in high temperature environment, digital displays and audible alarms.</p> <p>UMDNS: 22-039</p> <p>CE MARK (MDD): Yes</p> <p>CONSTRUCTION MATERIAL: Stainless Steel</p> <p>INSULATION THICKNESS: 70 mm</p> <p>CAPACITY: 110 l</p> <p>SHELVES: 3</p> <p>DOORS:</p> <p>Number: 1</p> <p>Type: Fully insulated</p> <p>REFRIGERATION LIQUID: Environmental compatible</p> <p>DEFROSTING: Automatic</p> <p>TEMPERATURE:</p> <p>Range: -10 to -70°C</p> <p>Control Adjustment: Digital Control</p> <p>INTERNAL LIGHTING: Yes</p> <p>ALARMS: Hi/Low Temp, door open, power failure High/Low Temperature</p> <p>Hot Condenser Sensor Error, Low Battery</p> <p>High Ambient Temp</p> <p>CONTROL: On/off switch, temperature control</p> <p>DISPLAY: LCD digital</p> <p>INTERFACES: USB</p>	<p>YES</p> <p>YES</p> <p>Exterior: white pre-painted steel</p> <p>Interior: stainless steel</p> <p>82 mm, high density PUR foam</p> <p>82 L</p> <p>Included 1 Stainless Steel Shelf</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>YES</p> <p>From -86C to -65C</p> <p>Yes</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>Yes</p> <p>Yes</p> <p>Yes. LCD digital 7 Full Touch Screen TFT LCD (Smart-Lab™ Controller)</p> <p>Storage Management Function (only SWUF)</p>		

1.	2.	3.	4.	5.	6.
Item number	Item Name	Specifications required	Specifications Offered	Notes, remarks, ref to documentation	Evaluation committee's notes
2.11	DIGITAL ALARM CLOCK, W/TIMER AND STOPWATCH	<p>OTHERS:</p> <p>Internal cabinet with shelves: Yes</p> <p>Drawers interchangeable: Yes</p> <p>Safety keylocking: Yes</p> <p>LCD Thermometer: Yes</p> <p>WARRANTY :</p> <p>Parts/labor : 1 year</p> <p>Compressor : 5 years</p> <p>OTHER: Door lock and key: alarms mounted in panel. Meets AAB B standards: UL listed.</p>	<p>Storage Management Function (only SWUF)</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>		
2.12	WEIGHT SCALE, WITH HEIGHT RODS (200KG/220CM)	<p>GENERAL DESCRIPTION: Clock Stopwatch, Elapsed Time</p> <p>FRAME MATERIAL: Metal or hard Plastic</p> <p>SHAPE: Rounded</p> <p>MECHANISM: Electronic Quartz. digital</p> <p>STOPWATCH CONTROL: Button for start, stop and reset</p> <p>POWER: Batteries</p> <p>CONFIGURATION: Two Dials (Clock and Stopwatch)</p> <p>DISINFECTABLE: Yes</p> <p>MOUNTING: Tabletop/handheld</p> <p>DIMENSION, mm: 100 ca (diameter) for Clock and Stopwatch</p> <p>GENERAL DESCRIPTION: Reliable, robust, precise mechanical column scale with waist-level beam</p> <p>CAPACITY: : 200 kg</p> <p>GRADUATION: : 100 g</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>YES</p> <p>YES</p>		

1. Item number	2. Item Name	3. Specifications required	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation committee's notes
		<p>DIMENSIONS (WxHxD): : 503 x 1,020 x 520 mm ca</p> <p>PLATFORM (WxHxD): : 350 x 84 x 360 mm, ca</p> <p>BASE WITH NON SLIP SURFACE: Yes</p> <p>BASE MATERIAL: cast-iron</p> <p>COLUMN MATERIAL: Steel with anti rust treatment</p> <p>LEVER APPARATUS: Anti-rust coating material</p> <p>GRADUATION: Printed on the beam, high contrast and visibility</p> <p>FLOOR FOOTING: Castors</p> <p>HEIGHT MEASURING ROD: 220 cm</p>	<p>503 x 1,020 x 520 mm ca</p> <p>350 x 84 x 360 mm, ca</p> <p>YES</p> <p>: cast-iron</p> <p>Steel with anti rust treatment</p> <p>Anti-rust coating material</p> <p>Printed on the beam, high contrast and visibility</p> <p>Castors</p>		
2.13	ICEPACK	<p>Eutectic gel based</p> <p>Temperature Range: 0/+ 4 ° C and 2 /-8 °C) or negative (-20 °C)</p> <p>15x25x4 cm</p> <p>In recyclable high density polyethylene.</p>	<p>Temperature Range: 0/+ 4 ° C and 2 /-8 °C) or negative (-20 °C)</p> <p>15x25x4 cm</p> <p>In recyclable high density polyethylene.</p>		
2.14	INCUBATOR, AEROBIC	<p>GENERAL DESCRIPTION: Device used to grow and maintain microbiological cultures or cell cultures. The incubator shall maintain optimal temperature, humidity and other conditions oxygen content of the atmosphere inside. To be used for experimental work in cell biology, microbiology and molecular biology and to culture both bacterial and eukaryotic cells.</p> <p>UMDMS: 15-151</p> <p>FDA CLEARANCE: Yes</p> <p>CE MARK (MDD): Yes</p>	<p>MODEL :</p> <p>ThermoStable IG-32</p>		



1.	2.	3.	4.	5.	6.
Item number	Item Name	Specifications required	Specifications Offered	Notes, remarks, ref to documentation	Evaluation committee's notes
		VOLUME: 30 Liters TEMP RANGE [° C]: 5-80°C TEMP VARIATION AT 37 ° C (± K) : 0.3 TEMP FLUCTUATION AT 37 ° C (± C) : 0.1 HEATING TIME TO 37 ° C [MIN]: 55 RECOVERY TIME AFTER 30 S OPENING THE DOOR AT 37 ° C [MIN]: 15 ELECTRICAL DATA: Rated Voltage [V] : 230 Mains frequency [Hz] : 50/60 60 NUMBER OF DOORS: EXTERNAL DOORS: 1 INTERNAL VOLUME [L] : 60 Liters INTERNAL STRUCTURES: NUMBER OF SHELVES (STANDARD / MAX) 2/5 : 2 TRAINING: 0.25	32 LITER From +5°C ~ 70°C, ± 0.2°C at 37°C +5°C ~ 70°C, ± 0.2°C at 37°C +5°C ~ 70°C, ± 0.2°C at 37°C Yes Yes Yes Yes Yes 32 L 2 YES MODEL : L1000		
2.15	PIPETTES, SINGLE CHANNEL, 100-1000 ul	GENERAL DESCRIPTION: Single Channel Manual Pipette N. CHANNELS: 1 VOLUME RANGE: 100- 1000 ul AUTOCLAVABLE: Preferred DIGITAL DISPLAY: YES TRAINING: days: 0	YES YES YES YES YES MODEL : L50(5-50)		
2.16	PIPETTES, SINGLE CHANNEL, 5-200 ul	GENERAL DESCRIPTION: Single Channel Manual pipette N. CHANNELS: 1	YES YES		

1.	2.	3.	4.	5.	6.
Item number	Item Name	Specifications required	Specifications Offered	Notes, remarks, ref to documentation	Evaluation committee's notes
2.17	MICROSCOPE, LIGHT	<p>VOLUME RANGE: 0.5-200ul AUTOCALVABLE: Preferred DIGITAL DISPLAY: Yes TRAINING, days: 0</p> <p>GENERAL DESCRIPTION: Light microscopes used in clinical laboratories or hospitals to examine body fluids, body tissues, and feces by one or more of the following contrast methods: brightfield, darkfield, phase contrast, and/or polarized light. (ref Model OLYMPUS (X23)) UMDNS: 12-536 CE MARK (MDD): Yes OBSERVATION TUBES: Binocular: Yes Trinocular: Optional Eyepieces: 10x, 15x wide-field Interpupillary distance adjustment, mm: Adjustable 48-75 NOSEPIECE: Configuration: Quadruple Objectives Magnification: 4x, 10x, 20x, 40x, 50x (oil), 60x, 100x (oil) Type: Achromatic/apochromatic CONTRAST METHODS: Brightfield: Yes Phase: Yes Darkfield: Yes Polarization: Yes ILLUMINATION: Condensertype: : Focusable Numerical aperture: : 1.25</p>	<p>5-50 UL YES YES</p> <p>MODEL :CXL</p> <p>YES YES Trinocular: Optional 10x, 15x wide-field Adjustable 48-75</p> <p>: 4x, 10x, 20x, 40x, 50x (oil), 60x, 100x (oil) YES YES YES YES YES</p>		

1. Item number	2. Item Name	3. Specifications required	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation committee's notes
		<p>Light source: : LED; variable intensity; separate on/off switch</p> <p>TOTAL MAGNIFICATION: 40x - 1000x</p> <p>STAND:</p> <p>Focusing mechanism: Moving stage, continuous fine focus</p> <p>Coarse, fine adjustments: Coaxial with scale for fine focus</p> <p>STAGE:</p> <p>Type: Mechanical, graduated</p> <p>Tension adjustment: Yes</p> <p>Motion. X-Y, mm: 75 x 50</p> <p>CABINET: Optional</p> <p>DUST COVER: Yes</p> <p>INTERNATIONAL STANDARDS: EN 61000-4-8: Level 3</p> <p>AFTER SALE, Interv/Year: 1</p> <p>TRAINING: 0,25</p>	<p>LED; variable intensity; separate on/off switch</p> <p>TOTAL MAGNIFICATION: 40x - 1000x</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>2 YEARS</p> <p>YES</p> <p>MODEL : CL60</p> <p>B/PF 330 BAGS</p>		
2.18	REFRIGERATOR, BLOOD BANK	<p>PURPOSE: Refrigerator for blood bag storage, with glass insulated door, powerful motor, high isolation capacity. Made of robust construction, metal superficial finishing with digital display and control, and audible alarms.</p> <p>UMDNS: 15-171</p> <p>CE MARK (MDD): Yes</p> <p>MODEL : Blood Bank Deep Freezer, single glass door</p> <p>CONFIGURATION :</p> <p>TEMPERATURE RANGE: -30 - 40 °C</p> <p>REFRIGERATION TYPE:</p>	<p>Blood bank freezer</p> <p>Yes</p> <p>Yes, single solid door</p> <p>From -15C to -42C</p> <p>Blood bank freezer</p>		



1.	2.	3.	4.	5.	6.
Item number	Item Name	Specifications required	Specifications Offered	Notes, remarks, ref to documentation	Evaluation committee's notes
		<p>Forced ventilation</p> <p>REFRIGERANT : Environmental compatible (NO CFC based)</p> <p>INTERNAL LIGHT: Yes</p> <p>CAPACITY:</p> <p>Volume, l: 600/700 ca.</p> <p>Min blood bags number : > 300 of 450 ml</p> <p>Drawers : 7</p> <p>DOORS:</p> <p>Number: 1</p> <p>Description : Thermal or multi-pane glass with heated wires to reduce condensation</p> <p>Door Lock: Yes</p> <p>CONTROLS : Preset 4°C, adjustable</p> <p>FINISH : Aluminum, metal</p> <p>TEMP-ALARM SYSTEM :</p> <p>Alarm : Temperature, low battery, power failure</p> <p>Chart recorder: No</p> <p>Temp indicator : Yes, Digital Display</p> <p>TempAlarm: Yes</p> <p>Sensor : Required</p> <p>DEFROSTING: Automatic</p> <p>PRINTER DISK: No</p> <p>DISPLAY: Yes, LCD, touch-screen with real time temperature graph</p> <p>DATA LOGGER: Yes, SD Card and USB port</p> <p>WARRANTY :</p> <p>Parts/labor : 1 year</p> <p>Compressor : 5 years</p>	<p>Internal static evaporator</p> <p>Yes, R404a</p> <p>No</p> <p>600 L</p> <p>330 bags of 450 ml</p> <p>Standard 6 scotch brite drawers</p> <p>Yes</p> <p>No, solid door</p> <p>Yes</p> <p>Factory set at -40C, adjustable</p> <p>Exterior: Galvanized steel, anti-corrosion treated, PVC film coated</p> <p>Interior: scotch-brite stainless steel</p> <p>Yes</p> <p>Optional</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Manual defrosting cycle</p> <p>No</p> <p>Yes, 4.3" LCD colored touch screen</p> <p>Yes</p> <p>Yes</p>		

1. Item number	2. Item Name	3. Specifications required	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation committee's notes
2.19	SCALES, CLINICAL, BLOOD COLLECTION	GENERAL DESCRIPTION: Scale for blood bags, with mixing capacity, battery operated, with data management capacity, bar code function, precise blood Volume measuring UMDNS: 13-459 CE MARK (MDD): Yes OVERSPEED PROTECTION: Yes ON/OFF BUTTON: Yes MIXING TYPE: Seesaw motion 16 cycle/min MEASURING RANGE: Up to 999 mL TARING RANGE: 0 to 600 g ACCURACY: < 1% of max weight +/- 1 mL ALARMS: Low Battery, Under Weight, Over weight, Taring Error, Set-up Error, Motor error, Memory error, abnormal blood flow, data input error time over. INTERFACES: RS232, LAN Port BARCODE READER: YES WEIGHT: < 5 kg BATTERY: Included, for 10 Hours continuous operating time POWER SUPPLY: 115/230 VAC - 14 VDC/600 mA DEVICE TYPE CLASS: II B	MODEL : HEMOMIX 3 Yes Yes Yes Yes Yes Yes Yes, max. Load: 1400 g Yes Yes Yes Optical 3.4 Kg (without battery) Yes 230V, 50/60 Hz Yes		
2.20	SEARATION STAND FOR PLASMA	Plasma Extractor designed to extract blood component from centrifuged bags that uses pressure of plasma-separating	Model : PLASMA PRESS Yes		

2021.1

865190420220915HC SPEC SHEET OMNIA - SUD Lot 2

1. Item number	2. Item Name	3. Specifications required	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation committee's notes
2.21	SHAKER FOR PLATELETS	<p>Clamping Force: 20N Applicable Blood Bag: 100ml, 200ml, 300ml, 400ml Plasma separating Clip: Transparent to ease check of separation External Size(W*D*H): 165*250*250 mm Material of Case: inox steel</p> <p>GENERAL DESCRIPTION: Shaker to mix blood bags UMDNS: 15-590 CE MARK (MDD): Yes OVERSPEED PROTECTION: Yes ON/OFF BUTTON: Yes N. OF BLOOD BAGS: 28 INTERCHANGEABLE HOLDER: Yes SPEED RANGE: up to 70 SHAKING MOVEMENT: Orbital SPEED SELECTION: Analog NUMBER OF SHELVES: 4 SHELVES MATERIAL: Stainless steel with ventilation holes FOOTING: Rubber stopper to absorb vibrations POWER SUPPLY: 220V, 60Hz WARRANTY: 12 months warranty period DOCUMENTATION: User and service manuals, two copies, hard and Soft, EN</p>	<p>Yes Yes yes 194 x 240 x 250 mm (WxHxD) Yes Model : PF48I Yes Yes Yes Yes 48 random bags, 16 apheresis Yes 72 cycles/min No. flat agitation Yes 6 drawers + 1 shelf Powder coated perforated steel Yes 230V, 50/60 Hz Yes Yes</p>		
2.22	STHETSCOPE, (dual head) Bowle-type	<p>Chestpiece with diaphragm Dual head, pivoting, aluminum, stainless steel or chrome plated brass Double cup, dual-use (adult and pediatric</p>	<p>Dual head, pivoting, aluminum, stainless steel or chrome plated brass adult and pediatric auscultation)</p>		

1. Item number	2. Item Name	3. Specifications required	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation committee's notes
		auscultation) chest piece in stainless steel or chromed brass. Adult diaphragm 43mm; pediatric diaphragm 28mm. Sensitivity 3.2dB in a range from 50 to 500Hz for cardiology. Sensitivity 8.1dB in a range from 600 Hz to 1,500Hz for pneumology. Y tube treated rubber with large diameter: 10 mm. Arms: stainless steel or chrome brass, with spring treated to give lasting spring and maximum reliability and comfort. Removable plastic ear-pieces. supplied with spare diaphragms, earpiece	Adult diaphragm 43mm; pediatric diaphragm 28mm. Sensitivity 8.1dB in a range from 600 Hz to 1,500Hz for pneumology Y tube treated rubber with large diameter: 10 mm. stainless steel or chrome brass, with spring treated to give lasting spring and maximum reliability, and comfort Yes		
2.23	SPHYNGOMANOMETER, Adol. Pediatric	Sphygmomanometer Mercury type. desktop model Range of measurement shall be 0 to 300mmHg as standard with at least a precision of +/- 3mmHg (static measure) complete with washable cloth cuffs, with or without velcro fastenings, hand inflation bulb and valve. Rubber tube shall be UV and Ozone resistant. NO CE	0 to 300mmHg 3mmHg (static measure) yes yes yes yes		
2.24	TORNIQUETTE	Highly flexible, latex free cotton ribbon Snap-on safety closure/opening Quick and safe releasing Length: 40 cm approx.	40 cm approx		

1.	2.	3.	4.	5.	6.
Item number	Item Name	Specifications required	Specifications Offered	Notes, remarks, ref to documentation	Evaluation committee's notes
2.25	TRANSIT MEDICAL BAG	<p>Termal resistant up to 60 °C</p> <p>Specially manufactured for the transport of blood components, blood bags</p> <p>Complies with the ADR. UN3373 and P650 standards.</p> <p>VOLUME/DIMENSIONS: 50l ea / 350x210x70 cm ea</p> <p>Complete with 4 Ice Packs (sintetic Ice)</p> <p>Waterproof, insulated</p> <p>Cold life: 24 hours</p> <p>Cold point: at 2 - 8°C in an ambient temperature of 30 - 35deg C</p> <p>Data Logger, electronic, USB type, to monitor the temperature</p>	<p>Termal resistant up to 60 °C</p>		
2.26	UPS, 3000VA, MEDICAL GRADE	<p>GENERAL DESCRIPTION: UPS medical Grade, sinusal, on line double conversion</p> <p>NOMINAL POWER (VA) : 3000</p> <p>ACTIVE POWER (W) : 1800</p> <p>TECHNOLOGY : On-line, double conversion</p> <p>WAVEFORM : Sinusal</p> <p>INPUT VOLTAGE : 230 V ± 12% via mains ± 5% via battery</p> <p>INPUT FREQUENCY : 50-60 Hz +/ -3Hz.</p> <p>INPUT VOLTAGE RANGE : 160 V-290 V</p> <p>OUTPUT CHARACTERISTICS :</p> <p>OUTPUT VOLTAGE : 230 V ± 10%</p> <p>OUTPUT FREQUENCY (NOMINAL) : 50/60 Hz +/ -0.2%</p> <p>THD OF OUTPUT VOLTAGE : < 3% with linear load</p>	<p>on line double conversion</p> <p>3200</p> <p>1800</p> <p>On line</p> <p>230 V ± 12% via mains ± 5% via battery</p> <p>50-60 Hz +/ -3Hz</p> <p>INPUT VOLTAGE RANGE : 160 V-290 V</p> <p>OUTPUT VOLTAGE : 230 V ± 10%</p> <p>< 3%</p>		

1.	2.	3.	4.	5.	6.
Item number	Item Name	Specifications required	Specifications Offered	Notes, remarks, ref to documentation	Evaluation committee's notes
		NUMBER OF BATTERIES : 2 BATTERY RANGE : 12 V, 9 Ah SCREEN AND SIGNALLING : Three buttons and three LEDs for real-time control of the status of the UPS CERTIFICATIONS : EN 62040-1, EN 62040-2, EN 62040-3	2 12 V, 9 Ah Three buttons and three LEDs for real-time EN 62040-1, EN 62040-2, EN 62040-3		
2.27	WATER COOLER	Capacity : 80 l. liters. Housing/Material: Metal Dimensions (H x W x D mm/inch). 1200*590*490mm ca Dispenser: 2	18 liter Metal Yes 2		



OMNIA MEDICAL SERVICES CO., LTD (OMSCO)

Main office: South East Al-Gourashi Park

Khartoum-Republic of Sudan

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To : Italian Agency for Development Cooperation (AICS)

Subject: Medical Instruments

LABORATORY AND MEDICAL EQUIPMENTS TECHNICAL OFFER



Item Designation

2.1 ANALYZER, HAEMATOLOGY, 3 POLUPATION

Model :DH 36

Auto Hematology Analyzer - 3 DIFF

throughput:60 samples/hour

Detection channel:Dual-channel for counting.

Leading technology:

Pulse baseline tracking technology, waveform discrimination technology and intelligent floating threshold technology.Detection principle: impedance method (WBC/RBC/PLT) and cyanide free colorimetric method(HGB).

Detection items:

the detection items include 21 parameters: report parameters (WBC, Lym#, Mid#, Gran#, Lym%, Mid%, Gran%, RBC, HGB, HCT, MCV, MCH, MCHC, RDW-CV, RDW-SD, PLT, MPV, PDW, PCT, P-LCR, and P-LCC), 3 histograms, alarm for abnormal erythrocytes, leukocyte and platelet.

Sample volume:Minimum volume 9ul.

Counting modes:venous whole blood, capillary whole blood and pre-diluted.

Precision :WBC \leq 2.0% RBC \leq 1.5% HGB \leq 1.5% PLT \leq 4.0 MCV \leq 1.0%

Linearity range

WBC (0.00-300.00) \times 10/L RBC (0.00_8.50) \times 10/L HGB (0-250)g/L PLT (0-3000) \times 10/L

HCT 0.0-67.0%

Printout :Built-in thermal printer, supports various types of printer. Multi-builtin print templates available.

Storage:50,000 sample results, including parameter, histogram and patient information.

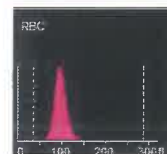
Interface:4 USB ports and Bi-directional LIS connection

Operating environment:Temperature 10C TO 30C; relative humidity \leq 85%

Power requirement:100V-240V~; 50/60Hz.

Dimensions:364 mm(L) \times 417mm(w) \times 477mm(H).

Net Weight: \leq 25KG.



Dymind - China

2.2

BLOOD BAGS, SEALER

Model : HEMOWELD - T

1. Smart Engineering - the RF generator is directly embedded in the gun, meaning no energy wasted through the cord
2. Motor operated - the whole sealing process is motor operated, highly consistent, with no stress for the operator
3. Silicone Cord - an indestructible cable that can resist both traction and torsion
4. Tension relief - 2 jaws move together with the sealing clamp, blocking the tube and ensuring no side traction
5. Easy snap-apart separation - a clear-cut notch line allows for an easy separation of the tube
6. A talkative device - audible alerts and LED notification, always on sight, for an easy detection of any issue
7. Long lasting - a fully charged power pack performs more than 1500 seals
8. Heavy-duty - more than 100 seals in a row
9. Data connection - for log files and settings

Delcon - Italy



2.3 BLOOD BAGS, SEALER, PORTABLE

Model : HEMOWELD - B

HemoWeld-Battery is a compact and lightweight tube sealer, easy to use and to clean, supplied together with a comfortable shoulder bag: it can be used to seal most of standard tubing available on the market. Its new built-in RF electronics optimize the power consumption, allowing more than 500 procedures with a fully charged battery. Each seal by HemoWeld-Battery has a notch facilitating the snapping-apart of the two parts. The anti-spark and overheat protection system, standardly included, avoids any possible damage to the system and to the tubing. The tube positioning system is integrated into the splash guard. Any possible presence of sparks while sealing, dirty electrodes or low battery is indicated by a beep and LED signals. HemoWeld-Battery is certified to work even with the needle still connected to the patient/donor.

BSI - ITALY



2.4 BLOOD BAG TUBE STRIPPER

Model : TSBT

Manual tube stripper
Color : Metallic Dark olive green
Used with PVC blood tubing to strip undiluted blood from the donor tubing

BMS - China



2.5 BLOOD BAG/PLASMA THAWING BATH MACHINE, TABLETOP

Model : DH4

QuickThaw® Plasma Thawing Systems from Helmer use both controlled temperature and agitation to substantially reduce thaw times while ensuring the safety of your plasma or cryoprecipitate. A range of sizes is available to meet your needs, including 2 bag, 4 bag, and 8 bag capacities. The DH4 and DH8 models have dual baskets with independent controls that accommodate a variety of bag configurations. The DH2 features a single basket and very compact footprint. The QuickThaw is also convenient to operate, allowing you to load, program, and walk away. The QuickThaw does the rest. Reduce Unused Plasma
Rapid thawing with the QuickThaw reduces the amount of plasma that must be thawed in advance. The baskets agitate the units in 36.5°C water for optimal heat transfer and the most rapid, yet safe, thawing. Reducing unused thawed plasma results in cost savings for you.

HELMER - USA



2.6 CENTRIFUGE, TABLETOP

Model : EBA 200

The EBA 200 is a practical centrifuge for use with small sample volumes. The centrifuge is supplied with an angle rotor that can hold up to eight 15 ml tubes.

Max. capacity: with angle rotor 8 x 15 ml
Max. speed: 6,000 rpm
Max. RCF: 3461
Dimensions : 228 x 261 x 353 mm
Weight: Approx. 9 kg
Rotor: Angle rotor for 8 x 15 ml tubes included

Hettich
ZENTRIFUGEN



Hettich - Germany

2.7 CENTRIFUGE, BLOODBAGS, FLOOR-STANDING, REFRIGERATED

Model : ROTIXA 500 RS

208-240 V 1p/220-240 V 1p

50/60 Hz

3,680 VA

4 x 1,000 ml

4,900 min-1

5530

1 sec – 999 min : 59 sec, □ continuous run

1,030 x 650 x 720 mm (HxWxD)

approx. 172 kg

from - 20 to + 40 °C

Rotor 4-place

8 Bags



2.8 CHAIR, HOSPITAL

China



2.9 COUCH, SAMPLE COLLECTION/BLOOD DONOR

Model : 90111201.M

- Antibacterial and cleanable artificial leather covered, high density foam mattress.
- Backrest position is adjusted between 0-60 degrees by gas spring.
- Height adjustable IV stand.
- Towel rack behind of backrest.
- Trendelenburg position is adjusted between 0-12 degrees by gas spring.
- Armrests height and its angle are adjusted by mechanical system easily.
- Epoxy painted steel construction is resistant corrosion.
- Moves easily by 100 mm diameter four castors two of them with brake to fix the position.
- Vinlex colors are optional.(RV)

DOLSAN



DOLSAN - TURKEY

2.10 FREEZERS, BLOOD BANK, ULTRA - LOW TEMPERATURE

Model : SWUF-80 , 82 liter

-86 - 65 C

Personal type Compact Ultra Low Temperature Freezer

• Ergonomic 7 Full Touch Screen TFT LCD (Smart-Lab™ Controller) (only SWUF-80 model)

• WiRe™ App & Web Service (only SWUF-80 model) .

• Storage Management Function (only SWUF-80 model)

• Self-Diagnostic Function (only SWUF-80 model)

• Automatic Data Recording (only SWUF-80 model)

• Internet Connectivity with WiFi (only SWUF-80 model)

• Simplified Hi-Efficiency Freezing System can freeze down to -86 °C : realize robust and long life time.

• Robust & Flexible design of Door Handle

• CFC-free Refrigerants are used

• Use of Block Condenser removes filter and causes of related failure.

• Filter-free Mechanism lowers heat generated by the compressor

Daihan - Korea

DATHAN Scientific
YOUR PARTNER for LABORATORY



82Lit.

2.11 DIGITAL ALARM CLOCK, W/TIMER AND STOPWATCH

9:35



CHINA

2.12 WEIGHT SCALE, WITH HEIGHT RODS (200KG/220CM)

CHINA

2.13 ICEPACK

2.14 INCUBATOR, AEROBIC

MODEL : ThermoStable IG-32

Capacity : 32 Lit.

Circulation-type : Gravity-air Flow

Temp. Range & Accuracy : Room Temp, $+5^{\circ}\text{C}$ ~ 70°C , $\pm 0.2^{\circ}\text{C}$ at 37

Temp. Uniformity & Sensor : $\pm 0.5^{\circ}\text{C}$ at 37, $\pm 1.2^{\circ}\text{C}$ at 50, PT100 Sensor

Heat-up Time : 20 min. to 37, 40 min. to 50

Recovery Time

(Door open 30sec) : 8 min. to 37

12 min. to 50

Heating Power/Consumption : 200 W

☐ Variable Application : Microorganism Culture, Animal & Plant Cell Culture, Constant Temperature,

☐ Germination, and so on

☐ Digital Fuzzy Control System Implementing Superior Temperature Accuracy

☐ Display : Seven-segments FND

☐ Ambient to 70 of Temp. Range, Accuracy of $\pm 0.3^{\circ}\text{C}$ at 37

☐ Corrosion Resistant 304 Stainless-steel Chamber and PE-coated steel shelves

☐ Over Temperature & Over Current Protection, Sensor Error Detection

☐ Alarm Function : Error status and Timer-end

☐ Storage Function of Temperature and Timer Setting Values

☐ Locking Mode Supported for Experimental Safety

Daihan - Korea

DATHAN Scientific
YOUR PARTNER IN LABORATORY



2.15 PIPETTES, SINGLE CHANNEL, 100-1000 μl

MODEL : L1000



Slamed - Germany

ratiolab
disposables for sciences

2.16 PIPETTES, SINGLE CHANNEL, 5-200 μl

MODEL : L50(5-50)



Slamed - Germany

ratiolab
disposables for sciences



2.17 MICROSCOPE, LIGHT

MODEL :CXL

Single mold sturdy stand with anti rust materials. Extended base with hand rests for enhanced stability and comfort
Binocular tube, 45° inclined,
360° rotatable, Interpupillary distance 54-74mm
Wide Field focusable paired eyepiece WF 10x/18mm, with foldable eye guard, lockable, anti-fungus coating
Quadruple nosepiece (Ball bearing type) with rubber grip
LP series DIN Semi-Plan Achromatic objectives 4x, 10x, 40x (spring loaded), 100x (spring loaded, oil), anti-fungus coating
Rectangular stage plate size 135 x 124mm, X/Y travel range 76 x 50mm. Low drive movement controls.
Sub-stage Abbe condenser NA 1.25 with aspheric lens.
Iris diaphragm with snap-in blue filter. Rack and pinion movements on metal guides.
Co-axial coarse and fine focusing on ball drive system for smooth movement.
Halogen 6V-20W illumination with variable illumination control. Up to 2,000 hours of Halogen lamp life.
Universal input 100V-240V AC
Packed in styrofoam box, with operation manual, allen wrench, dust cover, cleaning cloth, power cord, spare bulb and spare fuses

LABOMED - USA

LABOMED
ideas for vision

MADE IN USA



2.18 REFRIGERATOR, BLOOD BANK

MODEL : CL60B/PF 330 bags

Plasma freezers -40°C
600 lt > Capacity 600 lt
6 scotch-brite stainless steel drawers
Four one way wheels with stabilizing adjustable feet
Power cord with Schuko type plug or British type plug
Protection fuses (on power switch and electronic mainboard)
RFI filter
Password protected power switch and settings
Electronic control panel with alarm system
Remote contact (dry, volt-free) for alarm
Weekly temperature chart recorder
Back-up battery
Data logger with USB port to download readings and data
Memory of latest alarms visible on screen
DIN 58375 conformity kit



FRIMED - ITALY

FRIMED



2.19 SCALES, CLINICAL, BLOOD COLLECTION

MODEL : HEMOMIX 3

Electronic blood bags monitor
Constant and uniform mixing of blood
Automatic tare for the empty bag
Automatic clamp at the end of the donation
Adjustable low-high flow alarms
Adjustable donation time-out
Removable/rechargeable battery
It will easily accept all types of blood donor bags. HEMOTEK 2 is equipped with a linear mixing system that always guarantees excellent mixing of blood with the anticoagulant. As standard is possible to adjust the value of the alarms for the low and high flow, together with the maximum donation time up to 20 minutes. In addition, it is possible to set a default value (routine value) in ml, that the mixer will propose you any time you switch on the unit. It's also possible to change the desired volume to collect at any time, including during the donation. At the end of the donation HEMOTEK 2 will automatically clamp the tube activating an optical and visual alarm. During this phase, the display will show alternately the final volume collected and the donation time, in minutes and seconds.
This mixer is very simple to calibrate via software with a calibration mass (see option below).
With the optional rechargeable battery pack, HEMOTEK 2 can work also without power for up to 80 donations. The battery can be charged by powering the HEMOTEK 2 or by the optional



DELCON
Our technology, your health



battery charger.
Dimensions and weight: 300D x 200H x 250W mm about 3 kg (without battery)
Class 1 Medical Device (93/43 MDD and Ita. D.L. 46/97)
EN 60601-1 for Electrical safety and EN 60601-1-2 for EMC

Delcon - Italy



2.20 SEPARATION STAND FOR PLASMA

Model : PLASMA PRESS

Semi-automatic press for plasma separation from centrifuged whole blood.
Optical sensor, Clamping unit and Control electronics.

Automatic tube clamping stimulated by the appearance of the first RCB during the completion of the plasma transfer.

Alarms: Audible and Visual.

Good reproducibility and easy to use.

Delcon - Italy



2.21 SHAKER FOR PLATELETS WITHOUT INCUBATORS

Model : PF48I

Stores 48 random bags or 16 apheresis bags

Single fan for forced air cooling

Pull-out drawers for easy access to platelets

Heavy-duty ball bearing gear motor

Label holders provided for each agitator drawer. They accommodate or magnetic adhesive labels

Warranty includes 2 years parts and 1 year labor

Compatible with PC900h platelet incubator



HELMER - USA



PF48h

2.22 STETHOSCOPE, (dualHead) Bowles type



CHINA

2.23 SPHYNGOMANOMETER, Adul, Pediatric



CHINA

2.24 TORNIQUETTE



CHINA

2.25 TRANSIT MEDICAL BAG



CHINA

2.26 UPS, 3000VA, MEDICAL GRADE

3500 VA

CHINA



2.27 WATER COOLER

DiGi



KOREA

Terms and Conditions:

Validity: 90 days

Payment Terms: To be agree on

Delivery time : Almost items are stock available or after 3 weeks

Service and operation manuals will provided with each item

Warranty: 24 months against any manufacturing defect

This offer not include vat 17 %

Spare partAvailability : 10 years

Spare part PRICE LIST VALID FOR 3 YEARS

REAGENTS & CONSUMABLES ON REQUEST & IT IS STOCK AVAILABLE

Installation: The installation under supervision of authorized service technician

Training : for 7 working days at your site

Services during warranty period:

1- Service available on call within 24 hours.

2- Regular Visits every month.

3- Preventing maintenance each 6 month for all system.



ANNEX IV: Budget breakdown (Model financial offer)

Page No1 [of...]

PUBLICATION REFERENCE: **CIG: 9329560477** NAME OF TENDERER: **<OMNIA MEDICAL SERVICES CO LTD >**

LOT 2

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP KASSALA, SUDAN EUR	TOTAL EUR
2.1	1	ANALYZER, HAEMATOLOGY, 3 POLUPATION	4,000	4,000
2.2	4	BLOOD BAGS, SEALER	2,216	8,866
2.3	2	BLOOD BAGS, SEALER, PORTABLE	2,118	4,236
2.4	5	BLOOD BAG TUBE STRIPPER	380	1,900
2.5	2	BLOOD BAG/PLASMA THAWING BATH MACHINE, TABLETOP	6,094	12,188
2.6	3	CENTRIFUGE, TABLETOP	1,000	3,000
2.7	2	CENTRIFUGE, BLOODBAGS, FLOOR-STANDING, REFRIGERATD	21,600	43,200

August 2020

b5b_c4g_annexivfinoffer_en LOT 2

Page 1 of 3

2.8	5	CHAIR, HOSPITAL	105	525
2.9	5	COUCH, SAMPLE COLLECTION/BLOOD DONOR	840	4,200
2.10	2	FREEZERS, BLOOD BANK, ULTRA - LOW TEMPERATURE	3,64	7,280
2.11	4	DIGITAL ALARM CLOCK, W/TIMER AND STOPWATCH	10	40
2.12	2	WEIGHT SCALE, WITH HEIGHT RODS (200KG/220CM)	100	200
2.13	30	ICEPACK	10	30 X 306
2.14	2	INCUBATOR, AEROBIC	1,050	2,100
2.15	2	PIPETTES, SINGLE CHANNEL, 100-1000 UL	200	400
2.16	2	PIPETTES, SINGLE CHANNEL, 5-200 UL	200	400
2.17	1	MICROSCOPE, LIGHT	450	450
2.18	4	REFRIGERATOR, BLOOD BANK	3,210	12,840
2.19	6	SCALES, CLINICAL, BLOOD COLLECTION	2,165	12,990
2.20	4	SEARATION STAND FOR PLASMA	455	1,820
2.21	4	SHAKER FOR PLATELETS	2,275	9,100
2.22	4	STHETSCOPE, (DUALHEAD) BOWLES TYPE	30	120
2.23	4	SPHYNGOMANOMETER, ADUL, PEDIATRIC	50	200
2.24	10	TORNIQUETTE	2	18 X 20

December 2021

b5b_c4g_annexivfinoffer_en LOT 2

OMNIA MEDICAL SERVICES CO., LTD (OMSCO)

Main office: South East Al-Gourashi Park

Khartoum - Republic of Sudan

Tel: +249 155200021 - Fax: +249 155310110

E-mail: info@omscs-sd.com Web site: www.omscs-sd.com



Date 25.09.2022

To : Italian Agency for Development Cooperation (AICS)

Subject : Medical Instruments

LABORATORY AND MEDICAL EQUIPMENTS

LOT 2 : Ref CIG 9329560477

QUOTATION

Item	Designation	Unit Price Euro	Qty	Total Euro
2.1	ANALYZER, HAEMATOLOGY, 3 POLUPATION	4,000	1	4,000

Model :DH 36

Auto Hematology Analyzer - 3 DIFF

throughput:60 samples/hour

Detection channel: Dual-channel for counting.

Leading technology:

Pulse baseline tracking technology, waveform discrimination technology and intelligent floating threshold technology. Detection principle: impedance method (WBC/RBC/PLT) and cyanide free colorimetric method (HGB).

Detection items:

the detection items include 21 parameters: report parameters (WBC, Lym#, Mid#, Gran#, Lym%, Mid%, Gran%, RBC, HGB, HCT, MCV, MCH, MCHC, RDW-CV, RDW-SD, PLT, MPV, PDW, PCT, P-LCR, and P-LCC), 3 histograms, alarm for abnormal erythrocytes, leukocyte and platelet.

Sample volume: Minimum volume 9ul.

Counting modes: venous whole blood, capillary whole blood and pre-diluted.

Precision: WBC $\leq 2.0\%$ RBC $\leq 1.5\%$ HGB $\leq 1.5\%$ PLT $\leq 4.0\%$ MCV $\leq 1.0\%$

Linearity range

WBC (0.00-300.00) $\times 10^9/L$ RBC (0.00-8.50) $\times 10^{12}/L$ HGB (0-250)g/L PLT (0-3000) $\times 10^9/L$

HCT 0.0-67.0%

Printout: Built-in thermal printer, supports various types of printer. Multi-built-in print templates available.

Storage: 50,000 sample results, including parameter, histogram and patient information.

Interface: 4 USB ports and Bi-directional LIS connection

Operating environment: Temperature 10C TO 30C; relative humidity $\leq 85\%$

Power requirement: 100V-240V~; 50/60Hz

Dimensions: 364 mm(L) \times 417 mm(w) \times 477 mm(H).

Net Weight: ≤ 25 KG.



Dymind - China

2.2	BLOOD BAGS, SEALER	2,216	4	8,866
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Model : HEMOWELD - T

1. Smart Engineering - the RF generator is directly embedded in the gun, meaning no energy wasted through the cord
2. Motor operated - the whole sealing process is motor operated, highly consistent, with no stress for the operator
3. Silicone Cord - an indestructible cable that can resist both traction and torsion
4. Tension relief - 2 jaws move together with the sealing clamp, blocking the tube and ensuring no side traction
5. Easy snap-apart separation - a clear-cut notch line allows for an easy separation of the tube
6. A talkative device - audible alerts and LED notification, always on sight, for an easy detection of any issue



7. Long lasting - a fully charged power pack performs more than 1500 seals
8. Heavy-duty - more than 100 seals in a row
9. Data connection - for log files and settings

DELCON
Our technology. Your health.

2.3

BLOOD BAGS, SEALER, PORTABLE

2,118

2

4,236

Model : HEMOWELD - B

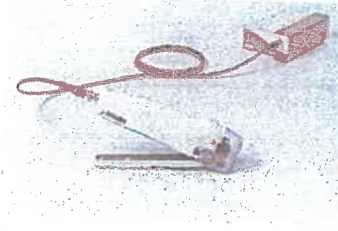
HemoWeld-Battery is a compact and lightweight tube sealer, easy to use and to clean, supplied together with a comfortable shoulder bag: it can be used to seal most of standard tubing available on the market.

Its new built-in RF electronics optimize the power consumption, allowing more than 500 procedures with a fully charged battery.

Each seal by HemoWeld-Battery has a notch facilitating the snapping-apart of the two parts. The anti-spark and overheat protection system, standardly included, avoids any possible damage to the system and to the tubing. The tube positioning system is integrated into the splash guard. Any possible presence of sparks while sealing, dirty electrodes or low battery is indicated by a beep and LED signals.

HemoWeld-Battery is certified to work even with the needle still connected to the patient/donor.

DELCON
Our technology. Your health.



BSI - ITALY

2.4

BLOOD BAG TUBE STRIPPER

380

5

1,900

Model : TSBT

Manual tube stripper

Color : Metallic Dark olive green

Used with PVC blood tubing to strip undiluted blood from the donor tubing

BMS
BIOLOGICAL MEDICAL SYSTEMS

MADE IN USA



BMS - China

2.5

BLOOD BAG/PLASMA THAWING BATH MACHINE, TABLETOP

6,094

2

12,188

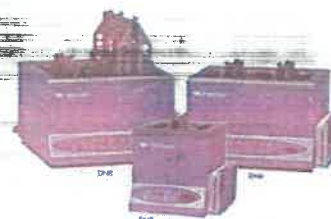
Model : DH4

QuickThaw® Plasma Thawing Systems from Helmer use both controlled temperature and agitation to substantially reduce thaw times while ensuring the safety of your plasma or cryoprecipitate. A range of sizes is available to meet your needs, including 2 bag, 4 bag, and 8 bag capacities. The DH4 and DH8 models have dual baskets with independent controls that accommodate a variety of bag configurations. The DH2 features a single basket and very compact footprint.

The QuickThaw is also convenient to operate, allowing you to load, program, and walk away. The QuickThaw does the rest. Reduce Unused Plasma

Rapid thawing with the QuickThaw reduces the amount of plasma that must be thawed in advance. The baskets agitate the units in 36.5°C water for optimal heat transfer and the most rapid, yet safe, thawing. Reducing unused thawed plasma results in cost savings for you.

Helmer
SCIENTIFIC



HELMER - USA

2.6

CENTRIFUGE, TABLETOP

1,000

3

3,000

Model : EBA 200



The EBA 200 is a practical centrifuge for use with small sample volumes
The centrifuge is supplied with an angle rotor that can hold
up to eight 15 ml tubes

Max. capacity: with angle rotor 8 x 15 ml
Max. speed: 6,000 rpm
Max. RCF: 3461
Dimensions : 228 x 261 x 353 mm
Weight: Approx. 9 kg
Rotor: Angle rotor for 8 x 15 ml tubes included



Hettich
ZENTRIFUGEN

Hettich - Germany

2.7 **CENTRIFUGE, BLOODBAGS, FLOOR-STANDING, REFRIGERATED**

21,600 2 43,200

Model : ROTIXA 500 RS

208-240 V 1p/220-240 V 1p
50/60 Hz
3,680 VA
4 x 1,000 ml
4,900 min⁻¹
5530
1 sec - 999 min : 59 sec, □ continuous run
1,030 x 650 x 720 mm (HxWxD)
approx. 172 kg
from - 20 to + 40 °C
Rotor 4-place

8 Bags



Hettich
ZENTRIFUGEN

2.8 **CHAIR, HOSPITAL**

105 5 525

China



2.9 **COUCH, SAMPLE COLLECTION/BLOOD DONOR**

840 5 4,200

Model : 90111201.M

- Antibacterial and cleanable artificial leather covered, high density foam mattress.
- Backrest position is adjusted between 0-60 degrees by gas spring.
- Height adjustable IV stand.
- Towel rack behind of backrest.
- Trendelenburg position is adjusted between 0-12 degrees by gas spring.
- Armrests height and its angle are adjusted by mechanical system easily.
- Epoxy painted steel construction is resistant corrosion.
- Moves easily by 100 mm diameter four castors two of them with brake to fix the position.
- Vinlex colors are optional.(RV)

DOLSAN



DOLSAN - TURKEY

2.10 **FREEZERS, BLOOD BANK, ULTRA - LOW TEMPERATURE**

3,640 2 7,280

Model : SWUF-80, 82 liter

- 86 - 65 °C
- Personal type Compact Ultra Low Temperature Freezer
- Ergonomic 7 Full Touch Screen TFT LCD (Smart-Lab™ Controller) (only SWUF-80 model)
- WiRe™ App & Web Service (only SWUF-80 model)
- Storage Management Function (only SWUF-80 model)
- Self-Diagnostic Function (only SWUF-80 model)

DATHAN Scientific
YOUR PARTNER IN LABORATORY



- Automatic Data Recording (only SWUF-80 model)
- Internet Connectivity with WiFi (only SWUF-80 model)
- Simplified Hi-Efficiency Freezing System can freeze down to 86 °C to realize robust and long life time.
- Robust & Flexible design of Door Handle
- CFC-free Refrigerants are used
- Use of Block Condenser removes filter and causes of related failure.
- Filter-free Mechanism lowers heat generated by the compressor

Daihan - Korea



2.11 DIGITAL ALARM CLOCK, W/TIMER AND STOPWATCH

10 4 40

CHINA



2.12 WEIGHT SCALE, WITH HEIGHT RODS (200KG/220CM)

100 2 200

CHINA



2.13 ICEPACK

10 30 300



2.14 INCUBATOR, AEROBIC

1,050 2 2,100

MODEL : ThermoStable IG-32

Capacity : 32 Lit.

Circulation-type : Gravity-air Flow °C °C °C °C

Temp. Range & Accuracy : Room Temp. +5 ~ 70 °C, ±0.2 °C at 37 °C

Temp. Uniformity & Sensor : ±0.5 °C at 37 °C, ±1.2 °C at 50 °C, PT100 Sensor

Heat-up Time : 20 min. to 37 °C, 40 min. to 50 °C

Recovery Time

(Door open 30sec) : 8 min. to 37 °C

12 min. to 50 °C

Heating Power/Consumption : 200 W

□ Variable Application : Microorganism Culture, Animal &

Plant Cell Culture, Constant Temperature,

□ Germination, and so on

□ Digital Fuzzy Control System Implementing Superior Temperature Accuracy

□ Display : Seven-segments FND

□ Ambient to 70 °C of Temp. Range, Accuracy of ±0.3 °C at 37 °C

□ Corrosion Resistant 304 Stainless-steel Chamber and PE-coated steel shelves

□ Over Temperature & Over Current Protection, Sensor Error Detection

□ Alarm Function : Error status and Timer-end

□ Storage Function of Temperature and Timer Setting Values

□ Locking Mode Supported for Experimental Safety

Daihan - Korea



Daihan Scientific
YOUR PARTNER in LABORATORY

2.15 PIPETTES SINGLE CHANNEL 100-1000 µl

200 2 100

MODEL : L1000



Slamed - Germany



2.16 PIPETTES, SINGLE CHANNEL, 5-200 ul

200

2

400

MODEL : L50(5-50)



ratiolab
disposables for sciences

Slamed - Germany

2.17 MICROSCOPE, LIGHT

450

1

450

MODEL :CXL

Single mold sturdy stand with anti rust materials. Extended base with hand rests for enhanced stability and comfort
Binocular tube, 45° inclined,
360° rotatable, interpupillary distance 54-74mm
Wide Field focusable paired eyepiece WF 10x/18mm, with foldable eye guard, lockable, anti-fungus coating
Quadruple nosepiece (Ball bearing type) with rubber grip
LP series DIN Semi-Plan Achromatic objectives 4x, 10x, 40x (spring loaded), 100x (spring loaded, oil), anti-fungus coating
Rectangular stage plate size 135 x 124mm, X/Y travel range 76 x 50mm. Low drive movement controls.
Sub-stage Abbe condenser NA 1.25 with aspheric lens.
Iris diaphragm with snap-in blue filter. Rack and pinion movements on metal guides.
Co-axial coarse and fine focusing on ball drive system for smooth movement.
Halogen 6V-20W illumination with variable illumination control. Up to 2,000 hours of Halogen lamp life.
Universal input 100V-240V AC
Packed in styrofoam box, with operation manual, allen wrench, dust cover, cleaning cloth, power cord, spare bulb and spare fuses

LABOMED
ideas for vision

MADE IN USA



LABOMED - USA

2.18 REFRIGERATOR, BLOOD BANK

3,210

4

12,840

MODEL : CL60B/PF 330 bags

Plasma freezers -40°C
600 lt > Capacity 600 lt
6 scotch-brite stainless steel drawers
Four one way wheels with stabilizing adjustable feet
Power cord with Schuko type plug or British type plug
Protection fuses (on power switch and electronic mainboard)
RFI filter
Password protected power switch and settings
Electronic control panel with alarm system
Remote contact (dry, volt-free) for alarm
Weekly temperature chart recorder
Back-up battery
Data logger with USB port to download readings and data
Memory of latest alarms visible on screen
DIN 58375 conformity kit

FRIMED

MADE IN ITALY



FRIMED - ITALY

2.19 SCALES, CLINICAL, BLOOD COLLECTION

2,165

6

12,990

MODEL : HEMOMIX 3

HemoMix3 is a modern blood collection monitor, carefully designed to speed up the donation process - a super easy solution to handle donations in a safe and efficient way.

1. Intuitive icon-based user interface and diagnostics - a fully redesigned user-experience
2. Safety clamp and tube detectors - to control if the tube is well inserted into the clamp and check the clamp actual position
3. Multicolor indicator light - 360° visible, even at long distance, easy to understand
4. Audio and visual alerts - with 3 levels of loudness, muting and self-reset
5. Predictive local intelligence - warning in case of slow collections
6. Target volume editable during collections - up to 5 volume presets
7. Up to 20 working protocols - fully PC-customizable
8. Data format and consistency check - data export through a common SD card
9. Bespoke solutions - optional barcode reader, trolley transport case or RFID antenna, integrated in the tray

KEY FEATURES
3
9
Delcon reserves

DELCON
Our technology. Your health.

MADE IN ITALY



Delcon - Italy

2.20 SEPARATION STAND FOR PLASMA

455

4

1,820

Model : PLASMA PRESS

Semi-automatic press for plasma separation from centrifuged whole blood. Optical sensor, Clamping unit and Control electronics. Automatic tube clamping stimulated by the appearance of the first RCB during the completion of the plasma transfer. Alarms: Audible and Visual. Good reproducibility and easy to use.

BMS



Delcon - Italy

2.21 SHAKER FOR PLATELETS WITHOUT INCUBATORS

2,275

4

9,100

Model : PF48I

Stores 48 random bags or 16 apheresis bags
Single fan for forced air cooling
Pull-out drawers for easy access to platelets
Heavy-duty ball bearing gear motor
Label holders provided for each agitator drawer. They accommodate or magnetic adhesive labels
Warranty includes 2 years parts and 1 year labor
Compatible with PC900h platelet incubator

MADE IN USA

Helmer
SCIENTIFIC



PF48h



HELMER - USA

2.22 STETHOSCOPE, (dualHead) Bowles type 30 4 120

CHINA

2.23 SPHYNGOMANOMETER, Adul, Pediatric 50 4 200

CHINA

2.24 TORNIQUETTE 2 10 18

CHINA

2.25 TRANSIT MEDICAL BAG 53 6 316

CHINA

2.26 UPS, 3000VA, MEDICAL GRADE 877 10 8,772

3500 VA

CHINA

2.27 WATER COOLER 220 2 440

DIGI

KOREA

SUB TOTAL Euro € 139,899

Discount 0.5 % € 699

Grand TOTAL Euro € 139,200

Terms and Conditions:

Validity: 90 days

Payment Terms: To be agree on

Delivery time: Almost items are stock available or after 3 weeks

Service and operation manuals will provided with each item



Warranty: 24 months against any manufacturing defect

This offer not include vat 17 %

Spare part Availability : 10 years

Spare part PRICE LIST VALID FOR 3 YEARS

REAGENTS & CONSUMABLES ON REQUEST & IT IS STOCK AVAILABLE

Installation: The installation under supervision of authorized service technician

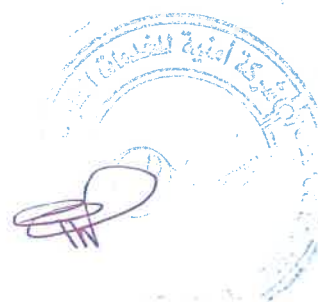
Training : for 7 working days at your site

Services during warranty period:

1- Service available on call within 24 hours.

2- Regular Visits every month.

3- Preventing maintenance each 6 month for all system.





PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME ①	OMNIA MEDICAL SERVICES CO.LTD		
BUSINESS NAME (if different)	OMNIA MEDICAL SERVICES CO.LTD		
ABBREVIATION	OMSCO		
LEGAL FORM			
ORGANISATION TYPE	FOR PROFIT <input checked="" type="checkbox"/> NON FOR PROFIT <input type="checkbox"/> NGO ② YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
MAIN REGISTRATION NUMBER ③	2265		
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	KHARTOUM	
	COUNTRY	SUDAN	
DATE OF MAIN REGISTRATION	03 DD	03 MM	2005 YYYY
VAT NUMBER	110010018500		
ADDRESS OF HEAD OFFICE	NORTH EAST ALQURASHI PARK ,KATARINA STREET , KHATOUM 2		
POSTCODE	183	P.O. BOX	-
		CITY	KHARTOUM
COUNTRY	SUDAN		PHONE
			00249123453160
E-MAIL	SALES2@OMSCO.SD		

DATE 25/09/2022

SIGNATURE OF AUTHORISED REPRESENTATIVE

STAMP



① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.





FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ② OMNIA MEDICAL SERVICES COMPANY CO, LTD

IBAN/ACCOUNT NUMBER ③ SD6524010116100003

CURRENCY WURO

BIC/SWIFT CODE OMDBSDKHXXX

BRANCH CODE ④ 204

BANK NAME OMDURMAN NATIONAL BANK

ADDRESS OF BANK BRANCH

STREET & NUMBER KHARTOUM, ELSAYED ABDELRAHMAN STREET

TOWN/CITY KHARTOUM

POSTCODE 183

COUNTRY SUDAN

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER OMNIA MEDICAL SERVICES COMPANY CO, LTD

STREET & NUMBER NORTH EAST ELQURASHI PARK, KATARINA STREET, KHARTOUM 2

TOWN/CITY KHARTOUM

POSTCODE 183

COUNTRY SUDAN

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤

DATE (Obligatory)

25/09/2022

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

① Enter the final bank data and not the data of the intermediary bank.

② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.

③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established

④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.

⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.





14/9/2022

ONB/ GYADA BRANCH

M/S. OMNIA MEDICAL SERVICES COMPANY .LTD

SUBJECT: Account Information

In the outset we would like to express our gratitude for banking with us, hoping for a fruitful banking relation with your esteemed company. By reference to above mentioned subject, we provide you with the following information related to your account:

ACCOUNT NAME: OMNIA MEDICAL SERVICES COMPANY .LTD

IBAN/ACCOUNT NUMBER: SD6524010116100003

CURRENCY: EUR

BANK NAME : OMDURMAN NATIONAL BANK

BRANCH NAME : GYADA BRANCH

SWIFT CODE: OMDBSDKH

BANK ADDRESS:

P.O.BOX: 11522/KHARTOUM

TEL: 00249183770400 EXT: 608/611

COUNTRY : SUDAN

With our best regards,
Omdurman National Bank.

GYADA BRANCH



OMNIA MEDICAL SERVICES CO., LTD (OMSCO)

Main office: South East Gourashi Park

Khartoum-Republic of Sudan

Tel: +249 155200021 – Fax: +249 155310110

Branch: Level 1f-Gad Gareeb Building-Khartoum

Near El Ferdos Hotel-Republic Of Sudan-Tel: +249 155 140 000

E-mail: info@omsco-sd.com Web site: www.omsco-sd.com



DATE : 06/03/2023

From: OMNIA MEDICAL SERVICES CO. LTD.

North Gourashi Park-Katarina Str.

Khartoum-Republic of Sudan

To: Italian Agency for Development Cooperation (AICS)

Khartoum Office

Subject: Authorization for Ref : CIG 9329560477

Referring to the above subject, we have authorized Omnia Medical services company , Miss / Marwa Shouckry Hassan to sign your contract .

This is for adoption

General Manager
Mustafa Kamel Mustafa

