

**Posting Date:**

**Tender Reference:**

**Tender Expiry Date:**

No.	Description	Qty
1	<b>Fully Automated Semen Analyzer</b>	<b>1</b>

### Dear Valued Vendors

University Hospital Sharjah (UHS) has decided to invite vendors for a Tender. You, as a vendor are requested to participate in the tender process by submitting your offer for one or more of the items described in attached technical indicative document.

The Tenderer should comply with the following terms & conditions:

1. All the prices should be presented in UAE Dirham. (Equipment and Consumables).
2. The Specification of the proposed scope of services & materials used, should be clear, informative & include Brand, Origin, Unit of measurement, Qty, Duration, and Delivery Period.
3. The price quoted is inclusive of Supply, Delivery, Installation, Commissioning, Training and Maintenance of the equipment and supply of spare-parts or as mentioned in the technical requirement (specified in the technical indicative specification document) to University Hospital Sharjah.
4. The financial offer should be on your company letterhead containing the authorized signatory and may please be sent to the attention of the Director of Finance, **University Hospital Sharjah, PO Box 72772, Sharjah in a sealed document.**
5. All deliveries should be made for the ordered quantity in full, without partial shipments, to our Main Warehouse, located in UHS vicinity or as specified on the Purchase Order/ Contract. Failure to comply with the agreed delivery schedule or any shortfall in quantity may result in penalties or contract termination, as per the Purchase Agreement Terms and Conditions.
6. As a part of the Tender document, the Vendors are requested to provide their valid Trade License, Name, and Designation of the Managing Director/General Manager/Sr. Manager have the authority to bind their company for the business relationship. Also, is required the authorization letter/Agency certificate confirming that the vendor is legalized to supply the items on behalf of the manufacturer/principal company. As well as the following documents:
  - a. Valid Trade License
  - b. Updated Company Profile
  - c. Tax Registration Certificate (TRN)
  - d. Full Company Address & Contact Details
  - e. Memorandum of Association (MOA) and Power of Attorney (POA) for authorized signatory (if applicable)

- f. An official Authorization Letter/Agency Certificate, confirming the vendor's legal authorization to supply the specified items on behalf of the manufacturer or principal company.
  - g. Any additional approvals or compliance documents mandated by government authorities for the supply of the specified equipment.
  - h. Non-Liability Letter and Legal Clearance Confirmation.
  - i. Insurance Policies (General Liability, Professional Indemnity, etc.).
  - j. Declaration of No Ongoing Legal Disputes.
  - k. Vendor Code of Conduct Acknowledgment.
7. Standard payment terms are 90 days from the date of completion of delivery of all the items ordered or as specifically agreed in writing by the Materials Management Department of UHS
8. Any delays or short supply or non-conformance may result in the termination of Purchase contract and/or imposition of penalty for delayed supplies as per the Purchase Agreement terms and conditions. **A performance bond may be required to ensure commitment to the agreed timelines and quality standards.**
9. The proposed items should be evaluated & approved by UHS's technical team before confirmation. Once the agreement is signed off, the supplies will have to correspond to the same quality, specification, and source as originally agreed and any deviations shall be considered a contractual breach.
10. The specified brand and manufacturer must remain unchanged throughout the contract period unless otherwise approved by UHS in writing.
11. Any defective products should immediately be replaced with new ones or rectified, as and when notified within a maximum period of one month from the date of notification, at no additional cost to UHS.
12. UHS will be constantly evaluating the compliance of Contracted Terms and consistency in supplies and progress of work throughout the duration of the project. Vendors are required to submit regular progress reports at agreed intervals detailing progress, challenges, and actions to address any delays or issues Should Vendors not meet the requirements of UHS, therefore UHS reserves the right to terminate the contract if the vendor is not able to rectify during the time allotted by UHS's representative.  
Purchase Contact details (landline, mobile, emails) of the authorized representatives should be mentioned.
13. **Tenders should be submitted in two sealed envelopes and submitted to the Administration Office Finance Department- UHS:**
- a. **The Technical Specification details (PLEASE DO NOT INDICATE ANY FINANCIAL VALUE IN THIS).** If requested for additional clarifications and details these need to be submitted to **(Administration Office Finance Department- UHS).**
    - i. The technical offer should conform to the Indicative specification as per the attachment.
    - ii. Technical offer (hard copy and soft copy).
    - iii. Reference project where similar work was performed.
  - b. **The Financial Offer** addressed to UHS's Director of Finance, with **tender reference.**

All above documents should be submitted before the tender expiry date, all documents submitted after the expiry date will not be accepted.

14. UHS reserves the right to accept/reject the tenders without assigning any reason thereof.
  - a. The tender will be awarded project-wise as per the Purchase contract.
15. Quality, Price, and sale services are combined parameters for tender evaluation. Once a vendor has been selected, a negotiation period will follow to allow both parties to review the contract terms thoroughly. This will ensure that all deliverables, KPIs, and expectations are clearly outlined before the final agreement is signed.
16. . Vendors must submit a risk management plan, identifying potential risks to the project, such as security breaches, system failures, and disruptions to delivery schedules. Vendors should outline how they intend to address these risks, including their disaster recovery and business continuity plans.
17. Vendors are encouraged to adhere to ethical practices and sustainability standards in their operations. This includes providing energy-efficient equipment and adopting environmentally friendly practices in their supply chain and delivery.
18. The Vendor, its employees, its subsidiaries, and everyone who has a direct or indirect relationship with implementing and securing the works and purchases included within the scope of this tender, shall be obligated to inform UHS and disclose in writing any case of conflict of interest or any private interest that has arisen, will arise, or may arise. For any transaction related to the activities of UHS, in accordance with UHS policies.
19. The vendor, its employees, and subsidiaries shall be obligated to maintain confidentiality of any data, drawings, documents, or information related to the tender - written or oral. Vendors must ensure that any data shared is protected by encryption standards and secure transfer protocols. Additionally, vendors are required to notify UHS of any data breaches immediately. Compliance with relevant data privacy regulations (e.g., GDPR, UAE Data Protection Law) is mandatory. This includes all dealings, affairs, or secrets related to UHS they may have encountered during the tender process. Vendors shall not be allowed to disclose any information related to the tender through any media outlet without obtaining prior written approval from UHS.
20. The copyright of any documents and materials submitted by UHS within this tender is owned by UHS, and accordingly, these documents and materials may not be copied, in whole or in part, or reproduced, distributed, made available to any third party, or used without obtaining prior written approval from UHS. If the vendor develops any custom software or systems for UHS as part of this tender, UHS will retain ownership of the intellectual property or have clear licensing terms for its continued use. All documents submitted by the UHS in connection with the request for proposals shall be returned upon request without any copies being retained by the bidder or any other person.

University Hospital Sharjah