*V 5.2*

**PRODUCT REQUEST FORM**

**Client:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Organization)*

**SECTION A. FUNDING SOURCE and AGREEMENT**

|  |  |  |  |
| --- | --- | --- | --- |
| **Funding source**  *(funding for product request)* | **Agreement**  *(underlying agreement for product request, signed between WHO/TBP and the Client)* | **Date of Agreement** | **Check applicable option (√)** |
| TB REACH | TB REACH  Grant Agreement Letter |  |  |
| UNITAID-TBXpert | UNITAID-TBXpert  Letter of Agreement |  |  |
| The World Bank | Procurement Services Agreement  (WB template) |  |  |
| The Global Fund | Procurement Services Agreement  (standard template) |  |  |
| Memorandum of Understanding |  |  |
| Other Direct Procurement  Please specify source:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Procurement Services Agreement  (standard template) |  |  |
| Memorandum of Understanding |  |  |
| WHO Country Office reimbursable procurement pursuant to EB33.R44 and WHA 28.25 resolutions | - |  |

**SECTION B. contact DETAILS**

Please ensure that full contact details are provided below, including mailing address, telephone, fax, and email.

|  |  |
| --- | --- |
| **Country:** |  |
| **Contact Person** |  |
| **Position:** |  |
| **Organization:** |  |
| **Address:** |  |
| **Telephone:** |  |
| **Fax:** |  |
| **Email:** |  |

**SECTION C. CONSIGNEE AND DELIVERY DETAILS**

|  |  |
| --- | --- |
| 1. Name and full contact details of consignee | Name:  Position:  Organization:  Address:  Telephone:  Fax:  e-mail: |
| 1. Name and full contact details of person/authority responsible for tracking the deliveries on the internet (if different from above) | Name:  Position:  Organization:  Address:  Telephone:  Fax:  e-mail: |
| 1. Name and full contact details of person responsible for **registration** of the products to be delivered. | **Dossier for the application must be sent to:**  Name:  Position:  Organization:  Address:  Telephone:  Fax:  e-mail: |
| 1. Full contact details of **Notifying party** (person/authority responsible for Equipment Shipment authorization) Note: Above person will be contacted via email when shipment is ready to be shipped. **Authorization will be required before the shipment is dispatched.** | Name:  Position:  Organization:  Address:  Telephone:  Fax:  e-mail: |

**SECTION D: DELIVERY & IMPORTATION DETAILS**

The Preferred date(s) of Delivery specified by the Client should indicate when the Client needs laboratory equipment and supplies to arrive in-country. WHO/Stop TB Partnership (WHO/TBP) will undertake best efforts to accommodate the requested delivery date(s). WHO/TBP will provide updates on the Estimated Time of Arrival (ETA) as such information becomes available.

|  |  |  |
| --- | --- | --- |
| 1. Preferred delivery date (date equipment required) |  | |
| 1. Preferred port of delivery (international airport) |  | |
| 1. Please confirm that no special pre-shipment inspections are required | **NO**  **YES**, Special pre-shipment inspection requirements Please specify: |
| 1. Documentation needed to accompany consignment.   Standard documentation includes airway bill/bill of lading, invoice and packing list). Should you require further documentation, please check the appropriate box. | Airway bill/bill of lading  Certificate of analysis (analytical batch certificate)  Certificate of origin  Packing list  Invoice  Gift certificate  Other documents or requirements (such as original documents, etc) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Advance notice required by customer before delivery   **Note:** Standard shipping and quality documents are usually only available 2 weeks before goods are shipped. If more advance notice is required, this will result in longer delivery times for the order. | week(s) |
| 1. Special requirements concerning markings on outer cartons. |  |
| 1. Can shipments arrive outside of regular working hours (09.00 - 17.00 h / Mon - Fri). If no, please state the hours. | Yes  No |
| 1. Details of additional requirement |  |

**SECTION E: REGISTRATION DETAILS**

Information on equipment registration is **critical** to ensure timely delivery. Please ensure that the section below is complete with accurate, up-to-date information.

|  |  |
| --- | --- |
| 1. Is **registration required for the products to be delivered**? Time required for registration? | Yes  No  Number of weeks: |
| 1. Can **importatio**n of the products in the country be made **prior to or during registration** (where applicable)? | Before  During  Neither |
| 1. If registration is required: Registration d**ossier** for the application to be sent to: | Name:  Title:  Organization:  Address:  Telephone:  Fax:  Email: |
| 1. If registration is required:    1. Is it possible to obtain a **waiver to registration**?    2. Does a **fast-track mechanism** exist for the registration of the products to be delivered? | Yes  No  Number of weeks:  Yes  No  Number of weeks:  **List of documents required:**  ***for waiver:***  -  -  ***for fast-track registration:***  -  -  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Other important information concerning product registration that may affect WHO/TBP shipments. |  |

**SECTION F: PRODUCTS AND QUANTITIES REQUIRED**

|  |  |  |
| --- | --- | --- |
| **Type of product** | **Units** | **Quantity** |
| 2 Module Xpert Machine with Laptop | Each |  |
| 4 Module Xpert Machine with Laptop | Each |  |
| 2 Module Xpert Machine with Desktop | Each |  |
| 4 Module Xpert Machine with Desktop | Each |  |
| 4 Module Calibration | Each |  |
| Verification Kit (pack of 5 samples) | Each |  |
| Additional module | Each |  |
| Service Pack and warranty extension for 1 additional year (The warranty is for two year. This is a request for further warranty extension for one more year) | Each |  |

**PRODUCT SPECIFICATIONS AND QUANTITIES OF REAGENTS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of product** | **Preferred Date of Delivery (Month / Year)** | **Units** | **Quantity**  **(No. of packs of 10)\*** |
| Cartridges (tests) |  | Pack of 10 |  |
| Cartridges (tests) |  | Pack of 10 |  |
| Cartridges (tests) |  | Pack of 10 |  |

*\* E.g. 1,000 single cartridges = 100 packs of 10. Under “Quantity” please therefore enter “100”.*

\* Please note that deliveries of an annual supply of cartridges should be planned in two or three instalments:

- the first one for 3-4 months stock together with the Xpert machine

- the second/third ones for 4-7 months stock, sent later according to utilization pattern.

Should you need additional instalments, please communicate this information to WHO/TBP.

Please note that the final number of cartridges shipped may be slightly different due to the consignment size. Any variation will be communicated prior to the shipment.

|  |  |  |
| --- | --- | --- |
| Please indicate the type of electric socket outlet prevailing in your country / laboratory setting.  B  D  E  G  I  J  Other  (please specify):\_\_\_\_\_\_\_\_\_\_ | **TYPE B : North American Grounded 2 parallel flat prongs "American" type with an earth connector** | **TYPE D : India / Sri Lanka / Nepal / Namibia 3 large round pins in a triangular pattern with earth connector QAD Code: 100-3897** |
| **TYPE E : Europe / Schuko (Germany) 2 parallel prongs with a female earth connector QAD Code: 100-0471** | **TYPE G : UK 3 large flat prongs "British" type - BS 1363 system QAD Code: 100-0475** |
| **TYPE I : Australia / China / Fiji / New Zealand flat prongs, inverted "V" positioned with earth connector QAD Code: 100-0471CN** | **TYPE J : Switzerland 3 round prongs - "Swiss" type QAD Code: 100-0471CH** |

**Comments**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION G: SUBMISSION AND SIGNATURES**

**Request submitted to:**

**World Health Organization**

**Stop TB Partnership Secretariat**

**TB REACH**

**20, avenue Appia**

**CH-1211 Geneva 27**

**Switzerland**

**Tel.: +41 22 791 13690**

**Fax: +41 22 791 4886**

**Email:** [**tbreach@who.int**](mailto:tbreach@who.int) **and tbreach.stp@gmail.com**

|  |  |
| --- | --- |
| **Name of Client:** | ***Request Accepted:***  ***World Health Organization*** *on behalf of*  ***Stop TB Partnership Secretariat*** |
| Signature: | *Signature:* |
|  |  |
| Name: | *Name:* |
| Title:  (Authorised Official) | *Title:*  *(Authorised Officer)* |
| Date: | *Date:* |

Annex: Applicable General Terms and Conditions

**General Terms and Conditions for Product Delivery**

**A. Context**

1. These General Terms and Conditions shall apply to a WHO/TBP Product Delivery Contract entered between WHO/TBP and a Client under specified dedicated funding indicated in Section A of the Product Request Form. In case of any inconsistencies, discrepancies or ambiguities, the following order of precedence shall apply: (i) Product Delivery Contract, (ii) the respective underlying agreement signed between WHO/TBP and the Client as indicated in Section A of the Product Request Form, hereinforth referred to as “Agreement” and (iii) the present General Terms and Conditions. Notwithstanding this regulation on precedence, the Product Delivery Contract is entered on the understanding that it is drawn down from the Agreement and does not deviate, neither in substance nor spirit, in non-negligible ways from the Agreement and these General Terms and Conditions.

2. The TBP, whose Secretariat is hosted and administered by WHO, was established to support WHO and other interested parties in the coordination of tuberculosis control activities worldwide.

**B. Contract**

1. A Client's product delivery request together with WHO/TBP's acceptance, confirmed through counter-signature by WHO/TBP on the Client's completed and signed Product Request Form (PRF), will together constitute a contract between WHO/TBP and the Client, governed by the terms and conditions set out therein ("Product Delivery Contract" or "PDC").

2. PDC amendments, including amendments as to the quantity of supplies or delivery dates, may only be made by subsequent written agreement between WHO/TBP and the Client.

3. For the PDC, while WHO/TBP will aim to have requested delivery date(s) realised, it cannot ensure that delivery will occur on the date(s) requested. The final Estimated Time of Arrival (ETA) will be determined when WHO/TBP places the order with the supplier(s). The final ETA will be communicated to the Client.

**C. Delivery Coordination**

1. Supplies will be made available at the destination designated in the Product Request Form.

2. The Client will be responsible for receipt at the port of entry or other designated destination, customs clearance and other import requirements as well as in-country storage, distribution and monitoring of all supplies, unless otherwise provided for in the PRF. The Client will make arrangements for payment or waiver of any import taxes, toll or other duties, storage fees or insurance levied on supplies from WHO/TBP in a timely fashion, so that supplies are released by customs and supplied for programmatic needs as required.

3. Upon receipt of goods, the Client shall promptly complete and return the Confirmation of Receipt and Customer Feedback forms sent to it by WHO/TBP. Since knowledge about completion of the order is critical for WHO/TBP, failure to complete and return the Confirmation of Receipt form despite two reminders shall be deemed a breach of this PDC.

4. A representative of the contracted freight forwarder may contact the Client or its nominees when product(s) are ready to be delivered in order to receive authorization for dispatch of the shipment. Similarly, a representative of the quality control agent(s) and an insurance underwriter involved in the delivery process may contact the Client or its nominees.

5. Delivery changes: While WHO/TBP shall make every effort to implement through its supplier(s) any requests for changes in product delivery details by the Client, WHO/TBP is unable to commit to such changes after placement of order(s) with supplier(s) following entry into effect of the PDC.

**D. Specific Delivery Conditions**

1. Re-sale of goods: The Client assures that equipment supplied through WHO/TBP will not be re-sold to third parties, and will only be used:

1. for diagnosis of TB suspects and monitoring of TB patients;[[1]](#footnote-1)
2. for laboratory diagnosis and patient monitoring following WHO guidelines;
3. in programmes following national guidelines for DOTS implementation;
4. in accordance with a multi-year plan for DOTS expansion.

2. Return of products: WHO/TBP will not accept the return of products procured for the Client. For receipt and acceptance of GeneXpert equipment, see specific conditions appended to these General Terms and Conditions.

3. Service of equipment: The Client or its nominee shall handle delivered equipment with care. The Client shall ensure that the Client will protect all delivered equipment form dust, direct sun light and humidity as specified by the manufacturer. The Client is obliged to ensure a regular ongoing servicing of all delivered equipment. WHO/TBP is entitled to check if delivered equipment has been regularly serviced. The Client will keep records on service intervention and will make them available to WHO/TBP on request.

4. Order Management System: The Client shall utilize TBP/Global Drug Facility's electronic Order Management System (OMS) for tracking deliveries and document retrieval / uploading.

**E. Registration**

Where in-country registration of equipment is required for deliveries made by WHO/TBP for the Client, such equipment will be expeditiously registered and the Client will facilitate this process, such that items comply with registration requirements and can be supplied for programmatic needs. Specifically, the Client shall execute or shall ensure execution of the following activities:

* The Client is required to provide WHO/TBP with the contact details of the persons at the National TB Programme (NTP) / Ministry of Health responsible for registration in country. This information will be provided to WHO/TBP supplier(s).
* A copy of the Guidelines for Submission to the National Authority, along with an indication of the time required for registration should be provided to WHO/TBP for the supplier(s). Further, it should be indicated whether it is possible to obtain a waiver to registration or if a fast-track mechanism for dossiers exists in country. If so, the terms or conditions under which either of these provisions could be exercised should be provided to WHO/TBP to be shared with supplier(s).
* Supplier(s) will submit dossiers (where possible) in accordance with the Guidelines provided. The National Authority reviews the documents and informs the supplier(s)s if they are sufficient. If requirements are not considered met, the supplier(s) need to be informed of any additional documentation that is required.
* Where necessary, WHO/TBP will reiterate the request to supplier(s) to send additional registration documents.
* Based on information provided by the NTP, WHO/TBP will indicate to supplier(s) whether it is possible to ship and import the products while the registration process is ongoing.

The Client acknowledges that deliveries will not be made unless respective registration requirements are fulfilled.

**F. Further Standard Conditions**

1. Confidentiality: The Parties shall keep confidential any documents, data or other information furnished to each other. The Parties may, however, disclose such information to their subcontractors or partners, as may reasonably be required to execute the delivery services, and provided that the subcontractors or partners shall be bound by similar confidentiality requirements. The Parties may also report on executed transactions in the scope of their periodic reports and publications.

2. Public Relations: The Parties shall coordinate public relations measures, if any, in regard to their cooperation. Without the prior written consent of WHO, the Client shall not use the name or emblem of WHO in relation to any matter, material, documents relating to this Agreement or any product procured under this Agreement.

3. Assignment: The Client shall not assign or make other disposition of the PDC or any part thereof, or any of the Client’s rights, claims or obligations under the PDC, except with prior written consent of WHO/TBP.

4. Liability: WHO/TBP expressly disclaims responsibility for any delays, defaults or other non-performance or infringements resulting from acts or omissions of procurement, freight forwarding, quality control or insurance agents, as well as for any delays or defaults attributable to other conditions beyond its reasonable control, such as but not limited to government restrictions (including the cancellation of any export, import or other necessary permit or license).

Any product warranty or guarantee will be limited to the specific obligations entered by the manufacturer. To that end, WHO/TBP passes on, to the extent legally possible, to the Client any warranty or guarantee offered or other liability entered by the supplier.

All claims related to any defect in quality or other non- conformity of supplies or for any loss or damage shall be handled directly by the Client with the procurement agent and the original manufacturer***,*** supplier***,*** insurance underwriter or other service provider. WHO/TBP will provide to the Client any assistance that the Client may reasonably request in handling such claims.

In regard to services rendered by WHO/TBP under the PDC, WHO/TBP does not assume liability except where arising from gross negligence or wilful misconduct. WHO/TBP’s total liability, in any event, shall not exceed the delivery value of the products with respect to which a claim is made.

In no event shall WHO/TBP be liable for incidental, indirect, consequential or immaterial losses or damages, or for lost revenues or profits.

WHO/TBP accept no liability for third party claims related to its performance under this Agreement. The Client will indemnify, deal with and hold WHO/TBP harmless in connection with any such claims or other cause of action related to this Agreement.

5. *force majeure*: A Party prevented by *force majeure* from fulfilling its obligations shall not be deemed in breach of such obligations. The said Party shall use all reasonable efforts to mitigate consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the PDC. *Force majeure* as used in the PDC is defined as natural disasters, blockage, embargo, boycott, riot, civil commotion, mob violence, sabotage, strikes, lock-outs, epidemics, quarantine, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

6. Privileges and Immunities: Nothing in or relating to the PDC shall be deemed a waiver, express or implied, of any of the privileges and immunities of WHO/TBP pursuant to the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

7. Relationship of Parties: Nothing contained in the PDC shall be construed as establishing a relation of employer and employee or of principal and agent between the Parties.

8. Termination: Either Party may terminate the PDC without cause upon sixty (60) days' written notice to the other and may terminate the PDC for cause upon fourteen (14) days’ written notice to the other. In case of breach of an essential term of the PDC, the PDC may be terminated with immediate effect.

Upon termination or expiry of the PDC, the Parties will take all reasonable and necessary measures to conclude any grant services already commenced in accordance with the PDC. The following provisions of the PDC will survive any termination or expiry of the PDC: clauses 1, 2, 4, 6 and .

9. Recourse and dispute settlement:

Any dispute relating to the interpretation or execution of the PDC will, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute will be settled by arbitration. The arbitration will be conducted in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL, <http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration.html>) then in effect, or according to such other modalities as may be agreed upon by the Parties. The arbitral proceedings will take place in Geneva, Switzerland, in English language. The Parties will accept any arbitral award as final. Any matter relating to the interpretation or application of the PDC which is not covered by its terms shall be resolved by reference to the general principles of law as restated in the Unidroit Principles of International Commercial Contracts (see <http://www.unidroit.org/english/principles/contracts/main.htm>).

10. Transparency: The Client warrants that no official of WHO has received or will be offered by the Client any direct or indirect benefit arising from the PDC. The Client agrees that breach of this provision is a breach of an essential term of the PDC.

Appendix to General Terms and Conditions for Product Delivery

**Standard Procedure for Receipt and Acceptance of GeneXpert Equipment**

1. In the case of visible, non-negligible transport damages to the delivered equipment (hereinafter “Goods”), the Client will report, on a form provided to the Client, the damage to Cepheid HBDC immediately. This is essential so that Cepheid HBDC may in turn file the report with the insurance underwriter. For recognizable damages, the insurance requires that a report be filed immediately. For hidden damages, a report must be filed with Cepheid HBDC within:

* 10 calendar days for international air freight
* 2 work days for international sea freight
* 3 calendar days for international road transport.

in order that Cepheid HBDC may forward the report to the insurance within its specified time periods.

For both visible and recognizable damages, the Client is requested to take as many pictures, with a camera, cell phone or other available device, of the damaged area and forward these to Cepheid HBDC together with the report.

1. Upon the arrival of the Goods at the consignee’s address, the Client ensures to have the Goods inspected and verified that the Goods are in a satisfactory condition.
2. Inspection and verification of the Goods shall be made as soon as reasonably practicable after receipt, normally within 5 working days. If this period is exceeded it will be incumbent upon the Client to demonstrate that exceptional circumstances prevailed, preventing inspection and verification. This regulation shall, however, be without prejudice to the time periods listed under point 1) to be respected for reporting hidden damages under the insurance terms. These time periods remain applicable for insurance cases. Note in particular that for sea freight, hidden damages must be reported within 2 working days.
3. Inspection and verification shall include commissioning (start-up) and basic functioning of the equipment (Systems).
4. Any malfunctioning under point 4) shall be reported to Cepheid HBDC within the time frames indicated in points 3) and 1) above, respectively.
5. Malfunctioning beyond basic functioning, involving the operational and functional status of the Goods, which is detected after the period indicated in point 3) shall be reported to Cepheid HBDC promptly and, for insurance cases, within the time frame indicated in point 1) above.
6. In the absence of a notice of malfunctioning by the Client, Goods shall be deemed accepted latest 30 calendar days after arrival of the Goods. Any malfunctioning detected later than 30 calendar days after arrival of the Goods (and where this is not an insurance case) shall be handled under Cepheid HBDC’s warranty terms.
7. Upon report of malfunctioning, Cepheid HBDC shall have the choice to conduct an investigation, either remotely or via its representatives. The Client shall cooperate in timely and accommodating manner in this process.
8. Cepheid HBDC will communicate its conclusion and proposition for resolution to the Client within 10 calendar days upon receiving the report of malfunctioning. Proposed corrective action(s) may include but not be limited to repair, (temporary) replacement, exchange, destruction of the Goods and coverage of return transport costs and customs duties (import, re-export) as well as a time schedule for the corrective action(s).
9. The Client shall indicate its acceptance or rejection of Cepheid HBDC’s outcome under point 9) within 3 working days. The Client shall not unreasonably refuse acceptance of an equitable solution proposed by Cepheid HBDC.
10. In case of persistent disagreement between Cepheid HBDC and the Client, all reasonable attempts shall be made to come to an agreement within a further period of 3 working days. In the event that the parties settle on involving a mutually agreed upon external expert, the period for resolution shall be extended by another 3 weeks. WHO/TBP shall facilitate these processes with reasonable means in the scope of its regular operations.
11. In case the disagreement between Cepheid HBDC and the Client persists upon expiry of the period(s) under point 11), the Client may place the Goods at Cepheid HBDC’s disposal. The correctness of such return or other action and possible legal and financial consequences shall, if contested by Cepheid HBDC, be clarified in a further, appropriate process between the Client and Cepheid HBDC with reference to the respective provisions of the UN Convention on Contracts for the International Sales of Goods, CISG.
12. Upon acceptance of the Goods by the Client in accordance with the above procedure, Cepheid HBDC’s warranty terms shall set in.

1. Where the workload permits, the equipment may be used within the laboratory to which it has been assigned for other tests in addition to TB. This is on the understanding that the diagnostics equipment must always be made available as and when required for TB. [↑](#footnote-ref-1)