REQUEST FOR PROPOSAL

FOR

THE SUPPLY OF PERSONAL

PROTECTIVE EQUIPMENT

Issuance date: 10th February 2022
Deadline date: 25th February 2022

RFP No: 022022

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1.0 ABOUT THIS RFP

The purpose of this Request for Proposal (RFP) is to invite suppliers to furnish proposals for the supply of a selected range of Personal Protective Equipment (PPE) to i+solutions in accordance with all applicable terms and conditions and the requirements defined in this RFP. The supplied PPE are for use in i+solutions global health supply chain programs key among which is the Global Fund (GF) funded Pooled Procurement Mechanism[1] project.

About the Global Fund

The Global Fund is a partnership designed to accelerate the end of AIDS, Tuberculosis and Malaria as epidemics. As an international organization, the Global Fund mobilizes and invests more than US$4 billion a year to support programs to end the aforementioned epidemics. One of Global Fund's key tools is its Pooled Procurement Mechanism (PPM) which aggregates order volumes on behalf of participating grant implementers to negotiate prices and delivery conditions with manufacturers.

To support the implementation of PPM, the Global Fund works with a portfolio of Procurement Service Agents (PSAs)[2] including Stichting i+solutions, which has its registered office at Polanerbaan 11, Woerden, the Netherlands. Stichting i+solutions has recently been selected as a PSA to manage the sourcing, supply and delivery of PPE as part of the Global Fund's response to the COVID-19 pandemic.

Objective of the RFP

The overall objective of this RFP is to invite suppliers to furnish competitive price, and lead time proposals among others for the selected range of PPE items. The successful suppliers from this RFP process will be given the awards to supply the PPE to among others the PPM project from Q2 onwards 2022. i+solutions intends to allocate products and their respective volumes to the successful awarded suppliers during that period.

Suppliers responding to the RFP should complete;

- Pricing Template: Offered prices should be on EXW basis. Given the global price volatility for PPE supplies, we expect suppliers to offer fixed contractual prices for the period March 1st 2022, to July 31st 2022. i+solutions welcomes numerous price proposals including but not limited to volume discounts and/or volume based price bands.
- Lead Time schedule: Suppliers should include the lead time for their products in days. We expect to purchase only new, recently produced products.

[1] https://www.theglobalfund.org/en/sourcing-management/procurement-tools/#pooled-procurement
[2] https://www.theglobalfund.org/media/8460/ppm_2020-11-01-procurementserviceagentsprovisionalallocatedactivities_list_en.pdf

i+solutions will also consider supplier performance in determining awards to suppliers. We constantly assess suppliers on the parameters below and suppliers with poor performance will subsequently not receive allocations or awards.

Performance Criteria	KPI	Description	Target
Delivery	On Time In Full	% of POs fulfilled in correct quantity within promised INCO date	90%
Cost	Price Compliance	All products are invoiced at i+ LTA prices or less	100%
Customer Service	Order confirmation	% of POs with Response Time within target of 7 days	95%
	Issue Resolution Time	% of operational issues resolved within agreed timelines	85%
Innovation	Innovation	Supplier presents innovative and creative supply chain solutions to increase performance across one or more KPI areas	>1
Quality	Quality related incidences	Products supplied are compliant with stated specifications 100% of time	0

Should any bidder's stated capabilities demonstrated during the course of this RFP to provide the requirements be found to be misrepresented later during contract execution, i+solutions, at its sole discretion, will have the right to terminate any resulting agreement with immediate effect.
i+solutions will not be liable for any inaccuracies contained herein. i+solutions has shared literature and briefings through calls with Bidders previously; however, the information contained in this RFP Package supersedes and prevails. There will be opportunities for clarification questions as laid out in this document.

Supplier pre-qualification

i+solutions' Quality Assurance (QA) unit requires supplier to provide following Quality Management documentation:

1) Depending on the classification, ISO 13485 certificate or EC declaration of conformity from accredited organization at minimal. (if applicable)
2) ISO 9001 certificate from accredited organization.
3) Quality manual or at minimal a complaint process including procedure(s).
4) Wholesaler need to have a manufacturer qualification process (risk based).

Manufacturing site and product prequalification

i+solutions' Quality Assurance (QA) unit conducts a product qualification exercise for each PPE item based on the i+ QA framework before it can be approved and procured. As such for this RFP, suppliers should offer prices for products that meet i+solutions' QA standard. Refer to Annex C for applicable documentation and standard for each item.

Estimated volumes

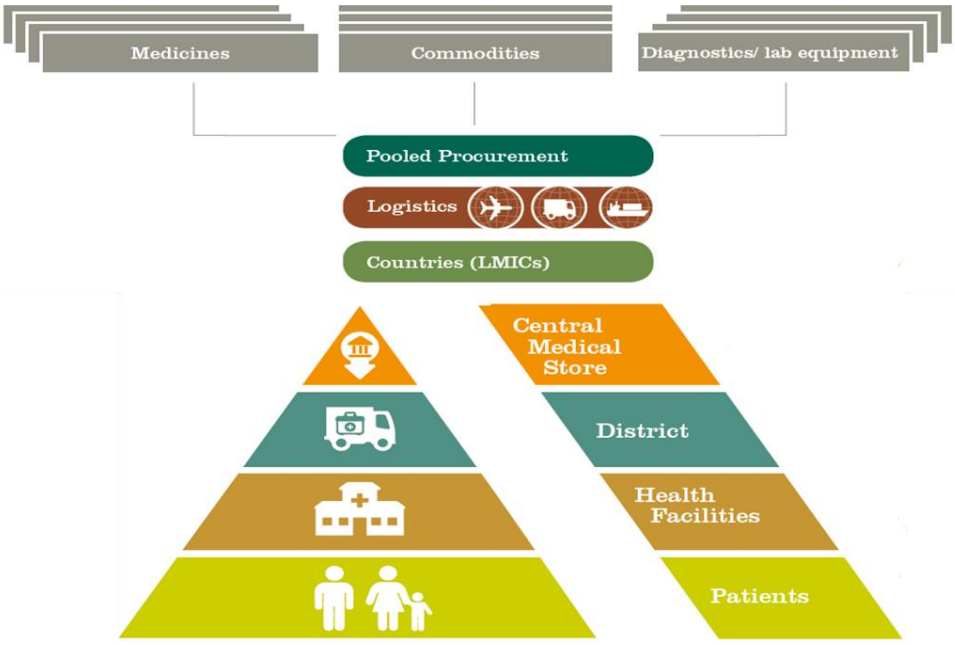
	Product name	UOM	Quantity per UOM
1	Apron Reusable, 100	pack of 100pc	158.935
2	ApronSingle-use, disposable 100	pack of 100pc	39.569
3	Bootcover, anti-skid, elasticated, pair	pair	35.413
4	Boots, rubber/PVC, reusable, pair	pair	33.158
5	Cap, surgical, bouffant, non-woven, box 100	box of 100pc	238.968
6	Coverall, Protection, CatIII, Type 6b	piece	2.635.382
7	Faceshield Single-use, disposable	piece	6.286.351
8	Gloves, Examination - Latex - non-sterile, single-use, disposable, powder-free 100	box of 100	14.203.488
9	Gloves, Examination - Nitrile - non-sterile, single-use, disposable, powder-free100	box of 100	8.149.969
10	Gloves, Surgical - sterile, single-use, disposable, powder-free pair	pair	9.201.431
11	Goggles, protective, indirect side-ventilation	piece	2.500.267
12	Gown, Isolation, non-woven, disposable, pack 10	pack of 10 pc	1.987.950
13	Gown, Surgical sterile, single-use, disposable, standard perfusion	piece	5.496.618
14	Mask, Surgical, Type IIR (fluid resistant), single-use, disposable 50	pack of 50 pc	41.444.405
15	Respirator, High-filt, FPP2/N95, non-sterile each	piece	26.528.777
16	Respirator, High-filt, FPP3, non-sterile each	piece	347.115
17	Surgical Respirator, High-filt, FPP2/N95, sterile each	piece	1.634.599

The estimated volumes for each of the items is provided to guide suppliers in providing competitive price proposals. These estimates are based on the most recent information available on demand. These estimates are not a representation of the quantities that will actually be required or ordered.

To this effect, we welcome any form of pricing proposal including but not limited to volume discounts and/or volume based price bands.

2.0 BACKGROUND OF i+SOLUTIONS

i+solutions is an independent, international, not-for-profit organization specializing in supply chain management for the medical sector (SCM) in low and middle income countries. It is i+solutions' mission to build supply chains that are strong, reliable and ultimately self-sufficient, and support national health systems by using our technical expertise and knowledge. We strive for a world where no medical needs are being unmet.



As a procurement agent, we have a track record of buying high quality, generic medicines, medical devices and PPE at the best possible price. As a supply chain specialist, we support low- and middle-income countries. Our consultants evaluate loopholes in national health systems and then develop intervention plans, which comprise training programs for healthcare providers, in-house supervision and other capacity-building projects.

i+solutions is characterized by a multicultural workforce with 63 employees from over 20 countries, representing great diversity in cultural background, country experience, technical and language skills. With extensive experience from within the industry, i+solutions' current staff include pharmacists, public health professionals, training experts, procurement specialists, capacity building advisors and logistics specialists.

i+solutions has its head office in the Netherlands and has a representative office in Nigeria, DRC and Burundi. i+solutions is ISO 9001-2015 certified. This certification covers i+solutions procurement and supply delivery services as well as technical support on project design, implementation and capacity building for low- and middle-income countries.

Visit our website for more information http://www.iplussolutions.org/

3.0 INSTRUCTION TO OFFERORS

A. Intention to submit an offer

If a firm intends to submit an offer, the firm shall notify i+solutions in writing not later than 3 business days before the deadline for submission of bidder's proposals.

B. Format

Endeavor to complete the templates in the formatting provided in Annexes A and B. Any changes in the formatting will render the quotation offered invalid.

Please submit the requested quality and product documentation per item, thereby disclosing the manufacturing site. If you have been informed that the product you are offering has been approved by i+solutions in an earlier stage already, then you do not have to re-submit this quality documentation.

C. Costs of offering

Offerors shall bear all costs associated with the preparation and submission of offers, and in no case will i+solutions be responsible or liable for other costs, regardless of the conduct or outcome of the tendering process.

D. Amendments (including extensions to the due date and time for submission of offers)

At any time prior to the due date and time for the submission of offers, i+solutions may alter the RFP by issuing written amendments. Any amendment thus issued shall become part of the RFP and will be sent to all known recipients of this RFP and posted on the i+solutions website. Offerors shall acknowledge receipt of any such amendment in their offer. To give prospective offerors reasonable time in which to take the amendment into account when preparing their offers, i+solutions may extend the due date and time for submission of offers.

E. Prices and lead time

Offered prices and lead time should be valid for the mentioned period, being until end of July 2022 from date of submission and should be on an EXW basis; if proposed prices are other than EXW, transport charges must be specified separately (offered prices will be governed by the rules prescribed in the 2020 edition of incoterms published by the International Chamber of Commerce). Suppliers may choose to offer lower unit prices for higher volumes or business terms within this RFP. Please indicate the volumes or business terms to which the price reduction will apply.

i+solutions may require bidders to submit price reductions for some items deemed key by i+solutions e.g. gloves, respirators etc. in between May to July. Awards for delivery of these items will be updated and revised based on these price reductions if applicable. The detailed list of these items will be published in a later stage.

F. Payment terms

i+solutions intends to work only with suppliers that do not require prepayments. As such, the payment terms for the project are 30 days after scheduled pick-up date (also known as the 'incodate'), under the assumption that all documents are received in time and found to be in order.

Suppliers that are new to working with i+solutions and/or the Global Fund, will be given a grace period in which partial pre-payment of a maximum of 30% of the Purchase Order value can be requested. The grace period is set to last 60 days after the RFP submission date, being April 26th 2022.

The grace period has a maximum total order value of USD 500,000. If and when that total sum in Purchase Orders has been reached, suppliers are required to accept payment term of 30 days after scheduled pick-up date (also known as the 'incodate').

The offered payment term will be part of the evaluation criteria, suppliers that offer a payment term of 30 days after pick-up might be given preference in the award and volume allocation.

G. Currencies

Prices, rates and payments shall be stated in US dollars ($) only.

H. Language

The offer as well as the correspondence and documents relating to the offer shall be in English.

I. Validity

Offers shall remain valid until the end of July 2022 from the due date for receipt of offers. In exceptional circumstances, prior to expiry of the original offer validity period, i+solutions may request that the offerors extend the period of validity for a specified additional period. Offerors agreeing to the request will not be required to otherwise modify their offer**.**

J. Timelines

a) Questions and Clarifications

A prospective offeror having any questions regarding this RFP can send their question(s) to tender@iplussolutions.org before the deadline as stipulated in the below schedule. All information gathered and shared during these sessions will be anonymized and answers shared with all Bidders.

b) Submission of offers

Offers to this RFP shall be sent electronically by email to tender@iplussolutions.org.
The offers should be made in the templates in Annexes A and B. The closure date for submission of the offer(s) will be February 25th 2022. Offers received after closure date will **NOT** be considered. Any Proposal may be modified or withdrawn prior to the deadline. Any modification received after the deadline shall be deemed late and will **NOT** be considered.

Refer to the tender timetable below for time lines for each tender event.

Date	Time	Tender Event
10th February 2022	1600hrs CET	RFP release date
16th February 2022	1700hrs CET	Deadline for request for clarifications on the RFP
18th February 2022	1700hrs CET	i+solutions' response to requests for clarifications of RFP
25th February 2022	1700hrs CET	Deadline for submission of bidder's proposals and possible comments on contract template and terms and conditions
11th March 2022	1700hrs CET	Anticipated RFP award date

K. Award Process

a) Right to Accept or Reject any or All Offers

i+solutions reserves the right to accept or reject any offer, or cancel this entire RFP or part of the RFP and reject all offers at any time without thereby incurring any liability to the affected offeror. Information relating to the examination, clarification, evaluation of responses shall not be disclosed to responders or any other persons not officially concerned with this process.

Any effort by the responder to influence i+solutions or any of its employees in the evaluation, bid comparison, may result in the rejection of the offer.

b) Clarification of Offers:

During evaluation of the offers, i+solutions may, at its discretion, ask for a clarification of the responses.

c) Negotiations

- Negotiations will be conducted fairly and with all offerors in the competitive range. An offer is in the competitive range unless it is technically inferior or out of line with regard to price that meaningful negotiations are precluded, or, that there is no possibility that it can be improved to the point where it becomes acceptable.
- Offerors that are not within the competitive range will be notified by i+solutions.
- Offerors that fail to provide the requested information in this RFP and are not falling within the competitive range will be notified by i+solutions

d) Notification to Unsuccessful Offerors

Upon issuance of an award, i+solutions will promptly notify each unsuccessful offeror. If, after an award is made, Offerors wish to ascertain the grounds on which their offer was not selected, they may address their request to tender@iplussolutions.org within two days after notification.

e) Awards and Period of Performance

- i+solutions intends to allocate products and volumes to the awarded suppliers for a period of 6 months. The successful offeror (s) is expected to guarantee to i+solutions its lowest price for each contracted product such that in case the offeror

will offer the same product to another client at more favorable conditions i.e. among others prices and lead time, those conditions will automatically apply to i+solutions.

- The Global fund code of conduct herehttps://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf?u=636486807110000000 and the i+ solutions contract terms and conditions will be applicable to the final awarded items and volumes.

L. Evaluation criteria and scoring

Evaluation of bids and scoring per item will be done as per the below listed evaluation and scoring criteria:

a) Knock-out criteria:

- Knock-out criteria 1: Technical capacity and documentation
  Product offered adheres to the technical standards requested and all requested documentation to prove this has been submitted and approved by i+solutions QA

- Knock-out criteria 2 : Supplier QMS documentation

Supplier is obliged to provide required QMS documentation. i+solutions QA may reject the offer if the set minimal standards are not met.

- Knock-out criteria 2: Payment terms
  Supplier accepts payment after 30 days (possibly with the grace period as explained)

- Knock-out criteria 3: Past Performance
  Supplier has not failed to supply for earlier contracted deliveries. Supplier has not supplied below standard products for earlier contracted deliveries.

b) Scoring:

Orders will be awarded on a product level, to the lowest priced compliant bidder that can supply the requested quantity of goods within the requested timeframe. i+solutions intends to allocate 50% of the order volume to the lowest price offer. All suppliers whose price is within the benchmark price that i+ solutions will set after receipt and evaluation of all bids, and who have passed the knock-out criteria as set above are eligible to supply the rest 50% of the order volume. i+solutions is also considering consolidation possibilities, service level agreements, timely delivery etc to determine the best procurement practice.

The requested timeframe between order placement and ex-works delivery is 4 weeks or less, but that can differ per order and will differ per quantity.

i+solutions reserves the right to award bids to suppliers that can offer the possibility to consolidate orders for different products into 1 delivery if that offers value for money to its client.

i+solutions understands that the supply for some key items notably respirators, gloves (examination gloves in nitrile and latex, as well as surgical gloves) etc. are subject to longer delivery times than other products. Still, the same award justification remains. Orders will be awarded on a product level, to the lowest priced compliant bidder that can supply the requested quantity of goods within the requested timeframe. Requested timeframes for gloves are around 4-6 weeks.

For orders that exceed the capacity of the best priced suppliers to deliver the requested quantity within the requested timeframe, i+solutions will seek a tailor-made solution offering the best value for money for the client, weighing price and lead time on a case-by-case basis.

The destination countries may require extra importation process before shipping and extra cost is involved. It is appreciated that supplier is taking over the responsibility and cost at country of origin. If not, this can be discussed in case-by-case basis.

Annex A PRICING TEMPLATE

Nr.	Product Description	Quantity	EXW price in USD
1	Gloves, Examination, non-sterile, single use disposable, powder free, Latex, size L, Pack of 100		
2	Gloves, Examination, non-sterile, single use disposable, powder free, Latex, size M - Pack of 100		
3	Gloves, Examination, non-sterile, single use disposable, powder free Latex, size S, Pack of 100		
4	Gloves, Examination, non-sterile, single use disposable, powder free Nitrile, size L - Pack of 100		
5	Gloves, Examination, non-sterile, single use disposable, powder free Nitrile, size M - Pack of 100		
6	Gloves, Examination, non-sterile, single use disposable, powder free Nitrile, size S - Pack of 100		
7	Gloves, Surgical, sterile, single use disposable, powder free size		
8	Gloves, Surgical, sterile, single use disposable, powder free size		
9	Gloves, Surgical, sterile, single use disposable, powder free size		
10	Gloves, Surgical, sterile, single use disposable, powder free size		
11	Gloves, Surgical, sterile, single use disposable, powder free size		
12	Gown, Surgical, non-sterile, single use, size L, Piece		
13	Gown, Surgical, non-sterile, single use size M, Piece		
14	Gown, Surgical, non-sterile, single use, size XL, Piece		
15	Gown, isolation, nonwoven, disposable ,pack of 10		
16	Mask, Surgical, Type IIR fluid resistant, strap ties, single use, disposable - Pack of 50		
17	Mask, Surgical, Type IIR, ear loop, fluid resistant, single use / disposable - Pack of 50		
18	Respirator, high-filtration, FFP2, no-valve, none sterile, Piece		
18b	Respirator, high-filtration, N95 certified, no-valve, none sterile,		
19	Respirator, Surgical, fluid resistant, High-filtration, N95 certified, no-valve, none sterile - Piece		
19b	Respirator, Surgical, fluid resistant, High-filtration, FPP2 no-valve, none sterile - Piece		
19c	Respirator, Surgical, fluid resistant, High-filtration, FPP2 no-valve, STERILE - Piece		
19d	FFP3, Respirator mask, non fluid resistant, FFP3 certified, one		
20	Apron, single use / disposable, Pack of 100		
21	Apron, heavy quality, plastic, reusable, Piece		
22	Biohazard Bag, red,100litre,box/100		
23	Bootcover, antiskid, elasticated, pair		
24	Boots, rubber/PVC,reusable,pair,size42		
25	Boots, rubber/PVC,reusable,pair,size43		
26	Boots,rubber/PVC,reusable,pair,size44		
27	Coverall, for medical use, protection, CatIII,type 5b/6b,L		
28	Coverall for medical use, protection, CatIII, type 5b/6b,M		
29	Coverall for medical use, protection, CatIII,type 5b/6b,XL		
30	Face shield, disposable, Piece		
31	Goggle, protective, indirect side-ventil, Piece		

32	Cleaning Gloves, heavy-duty,rubber or nitrile, size L		
33	Cleaning Gloves, heavy-duty,rubberor nitrile size M		
34	Cleaning Gloves, heavy-duty,rubber or nitrile size S		
35	Thermometer, clinical, non-contact, including batteries		
36	Head Cap, surgical, bouffant, non-woven, box/100		
37	Shoe cover, for use in medical circumstances, box 100 pieces		

Note: The vendor should add another Tab if they are submitting more than on price proposal

ANNEX B **LEADTIME SCHEDULE**

Nr.	Product Description	Quantity	Quantity Range 1	Range 2	Range 3	Range 4
1	Gloves, Examination, non-sterile, single use disposable, powder free, Latex, size L, Pack of 100		please fill in lead time	please fill in lead time	please fill in lead time	please fill in lead time
2	Gloves, Examination, non-sterile, single use disposable, powder free, Latex, size M - Pack of					
3	Gloves, Examination, non-sterile, single use disposable, powder free Latex, size S, Pack of 100					
4	Gloves, Examination, non-sterile, single use disposable, powder free Nitrile, size L - Pack of					
5	Gloves, Examination, non-sterile, single use disposable, powder free Nitrile, size M - Pack of					
6	Gloves, Examination, non-sterile, single use disposable, powder free Nitrile, size S - Pack of					
7	Gloves, Surgical, sterile, single use disposable, powder free size 6.5, Pair					
8	Gloves, Surgical, sterile, single use disposable, powder free size 7, Pair					
9	Gloves, Surgical, sterile, single use disposable, powder free size 7.5, Pair					
10	Gloves, Surgical, sterile, single use disposable, powder free size 8, Pair					
11	Gloves, Surgical, sterile, single use disposable, powder free size 8.5, Pair					
12	Gown, Surgical, non-sterile, single use, size L,					
13	Gown, Surgical, non-sterile, single use size M,					
14	Gown, Surgical, non-sterile, single use, size XL,					
15	Gown, isolation, nonwoven, disposable ,pack of					
16	Mask, Surgical, Type IIR fluid resistant, strap ties, single use, disposable - Pack of 50					

17	Mask, Surgical, Type IIR, ear loop, fluid resistant, single use / disposable - Pack of 50					
18	Respirator, high-filtration, FFP2, no-valve, none					
18b	Respirator, high-filtration, N95 certified, no-valve, none sterile, Piece					
19	Respirator, Surgical, fluid resistant, High-filtration, N95 certified, no-valve, none sterile -					
19b	Respirator, Surgical, fluid resistant, High-filtration, FPP2 no-valve, none sterile - Piece					
19c	Respirator, Surgical, fluid resistant, High-filtration, FPP2 no-valve, STERILE - Piece					
19d	FFP3, Respirator mask, non fluid resistant, FFP3 certified, one size, 1 piece					
20	Apron, single use / disposable, Pack of 100					
21	Apron, heavy quality, plastic, reusable, Piece					
22	Biohazard Bag, red,100litre,box/100					
23	Bootcover, antiskid, elasticated, pair					
24	Boots, rubber/PVC,reusable,pair,size42					
25	Boots, rubber/PVC,reusable,pair,size43					
26	Boots,rubber/PVC,reusable,pair,size44					
27	Coverall, for medical use, protection, CatIII,type 5b/6b,L					
28	Coverall for medical use, protection, CatIII, type 5b/6b,M					
29	Coverall for medical use, protection, CatIII,type 5b/6b,XL					
30	Face shield, disposable, Piece					
31	Goggle, protective, indirect side-ventil, Piece					
32	Cleaning Gloves, heavy-duty,rubber or nitrile, size L					
33	Cleaning Gloves, heavy-duty,rubberor nitrile size M					

34	Cleaning Gloves, heavy-duty,rubber or nitrile size S					
35	Thermometer, clinical, non-contact, including batteries					
36	Head Cap, surgical, bouffant, non-woven, box/100					
37	Shoe cover, for use in medical circumstances, box 100 pieces					

Range 1 - _____

Standard lead time for range 1 - Please fill above

Range 2 - _____

Standard lead time for range 2 - Please fill above

Range 3 - _____

Standard lead time for range 3 - Please fill above

Range 4 - _____

Standard lead time for range 4 - Please fill above

Annex C

Please submit the requested quality and product documentation per item, thereby disclosing the manufacturing site. If you have been informed that the product you are offering has been approved by i+solutions in an earlier stage already, then you do not have to re-submit this quality documentation.

Table 1. Technical standards for the assessment of PPE/MD

Product	Description	Standards
Mask, medical - healthcare worker	Medical mask, good breathability, internal and external faces should be clearly identified, 98% droplet filtration, preferably fluid resistance	Fluid resistant masks: • EN 14683 Type IIR, • ASTM F2100 Level 2 or 3,
Mask, medical for patient	Medical mask, good breathability, internal and external faces should be clearly identified	• EN 14683 Type I, • ASTM F2100 Level 1, • YY 0469 or YY/T 0969
Goggles, glasses protective	Good seal with the skin of the face, Flexible PVC frame to easily fit with all face contours with even pressure, Enclose eyes and the surrounding areas. Accommodate wearers with prescription glasses. Clear plastic lens with fog and scratch resistant treatments. Adjustable band to secure firmly so as not to become loose during clinical activity. Indirect venting to avoid fogging. May be re-usable (provided appropriate arrangements for decontamination are in place) or disposable.	• EN 166, • ANSI/ISEA Z87.1,
Face shield	Made of clear plastic and providing good visibility to both the wearer and the patient. Adjustable band to attach firmly around the head and fit snuggly against the forehead, fog resistant (preferable). Completely cover the sides and length of the face. May be re-usable (made of robust material which can be cleaned and disinfected) or disposable.	• EN 166 (if reusable), • ANSI/ISEA Z87.1 (if reusable)

Particulate respirator fluid resistant	Good particle filtration (minimum 94% or 95%), good breathability with design that does not collapse against the mouth (e.g. duckbill, cup-shaped), may be tested for fluid resistance (NIOSH/FDA surgical N95, EN 149 FFP2+Type IIR, GB 19083 Grade/Level 1)	Fluid resistant respirator: • NIOSH 42 CFR 84, FDA minimum "surgical N95" • EN 149, minimum "FFP2" and EN 14683 Type IIR • GB 19083, minimum "Grade/Level 1",
Particulate Respirator non-fluid resistant	Good particle filtration (minimum 94% or 95%), good breathability with design that does not collapse against the mouth (e.g. duckbill, cup-shaped.	Non-fluid resistant respirator • NIOSH 42 CFR 84, minimum "N95" • EN 149, minimum "FFP2"
Gloves, examination, non-sterile	Gloves, examination, nitrile (preferable), latex, polychloroprene or PVC, powder-free, non-sterile. (e. g., minimum 230mm total length). Minimum thickness 0.05mm. Sizes S, M, L.	• EN 455, • EN 374, optional additional: • ISO 11193-1:2020 • ASTM D6319, D3578, D5250, D6977, or equivalent set of standards
Gloves, surgical, sterile	Gloves, surgical, nitrile (preferable), latex, polyisoprene, or polychloroprene, sterile, powder-free, single use. Gloves should have long cuffs, reaching well above the wrist, ideally to mid- forearm. minimum thickness 0.10mm. Sizes ranging 5.0 - 9.0	• EN 455, • ASTM D3577, Sterility • United States Pharmacopeia, • EN ISO 11607
Apron, heavy duty	Straight apron with bib, Fabric: 100% polyester with PVC coating, or 100% PVC, or 100% rubber, or 100% reusable and biodegradable material, or other fluid resistant coated material, Waterproof, sewn strap for neck and back fastening or single-material cut film, Minimum basis weight: 300 g/m2, Thickness: 200 - 300 microns, optional Covering size: 70 - 90 cm (width) x 120 - 150 cm (height), Reusable (provided appropriate arrangements for decontamination are in place) or biodegradable	• EN ISO 13688 • EN 14126 and partial protection (EN 13034 or EN 14605) • EN 343 for water and breathability If biodegradable; • EN 13432 • ASTM D6400
Apron, disposable	Single-use straight sleeveless protective apron, for use in healthcare settings Seamless liquid proof and stain resistant Comfortable to wear, apron has back- and neck-band strips attached (4 in total) Both back- and	Product performance testing if biodegradable, • EN 13432, • ASTM D6400

	neck-band can be adjusted/fastened Color: white Material: polyethylene (PE) or biodegrdable or compostable material Size: 85 x 145 cm (w x l) (+/- 15%) Thickness, at not less than: 50 um Can resist water and disinfectant (ethanol 70% and chlorine solution 0.5%)	
Gown, isolation	Single use, disposable, made of nonwoven material, length mid-calf. Sizes S, M, L May also be reusable, woven, length mid-calf, sizes S, M, L. Critical zones may be more fluid resistant than non-critical zones.	• AAMI PB70 (Level 1-3), • ASTM F3352 • EN 13034 - Type PB [6] (stitched gown), with minimum hydrostatic head of 50 cm H2O • AAMI PB70 Level 4 or • ISO 16604 Class 5
Gown, surgical	Single use, disposable, nonwoven material, length mid-calf, sterile or non- sterile. Critical zones may be more fluid resistant than non-critical zones. Or Single use, woven material, length mid- calf, sterilizable. Critical zones may be more fluid resistant than non-critical zones.	• AAMI PB70 • ASTM F2407 • EN 13795 • EN 13034 - Type PB [6] (stitched gown), with minimum hydrostatic head of 50 cm H2O • YY/T 0506, • GB 19082 • EN 556, if sterile,

Documentation required for the offer of PPE/MD product

For all products a brochure and technical data sheet is requested. Furthermore, the additional documentation as requested below is required.

	Regulation and class	Notified Body	ISO 13485	EC Declaration of conformity	Notified Body Type Examination Certificate - PPE	NB Certificate on module CII/D - PPE	Test report as per standards claimed
Non-Medical Mask	**PPE I**			**X**			**X**
Surgical Mask	**MD I**			**X**			**X**
Surgical Mask Sterile	**MD IS**	**X**	**X**	**X**			**X**
Surgical Respirator	**PPE III**	**X**		**X**	**X**	**X**	**X**
Mask, medical - healthcare worker	**MD I**			**X**			**X**
Mask, medical for patient	**MD I**			**X**			**X**
Goggles, glasses protective	**PPE II**			**X**	**X**		**X**
Face shield	**PPE I**			**X**			**X**
Particulate respirator fluid resistant(FFP2,3)	**PPE III**	**X**		**X**	**X**	**X**	**X**
Particulate Respirator non-fluid resistant(FFP2,3)	**PPE III**	**X**		**X**	**X**	**X**	**X**
Gloves, examination, non-sterile	**MD I**			**X**			**X**
Gloves, surgical, sterile	**MD IIb S**	**X**	**X**	**X**			**X**
Apron, heavy duty	**PPE II**			**X**	**X**		**X**
Apron, disposable	**PPE II**			**X**	**X**		**X**
Gown, isolation	**MD I/PPE II**			**X**	**(PPE:X)**		**X**

Gown, surgical	**MD I/PPE II**			**X**			**X**

ANNEX D TEMPLATE OF LONG TERM AGREEMENT WITH TERMS AND CONDITIONS

AGREEMENT FOR THE SUPPLY OF PRODUCTS

FLEXIBLE-PRICE INDEFINITE DELIVERY, INDEFINITE QUANTITY AGREEMENT

I+SOLUTIONS CONTRACT NUMBER: I+SOLUTIONS-LTA-XXXX DATE

BETWEEN

Buyer

Name: Stichting Iplussolutions (i+solutions)
Legal form: Foundation
Country of Incorporation: The Netherlands
Trade registration number: 34236288
Address: Polanerbaan 11, 3447GN, Woerden, The Netherlands
Represented by: Mr. Ed MONCHEN, CEO

AND

Supplier

Name: XXXXX
Legal form: XXXXXX
Country of Incorporation: XXXXXX
Trade registration number: XXXXXXX
Address: XXXXXX
Represented by: XXXXX

IT IS AGREED AS FOLLOWS:

1 Agreement to supply

1.1. Supplier agrees to supply the Products listed in Annex A.

1.2. The list of products in Annex A may be amended by written agreement during the life of this Agreement.

1.3. Any products to be supplied under this Agreement will be ordered by issuance of written Purchase Order. Purchase Orders shall be issued by the person signing this Agreement or such other person(s) designated in writing by the person signing this Agreement. Purchase Orders may be issued at any time during the Agreement period of the Agreement.

2 Duration

2.1. This Agreement is for an initial period of {INSERT DURATION} months starting on {INSERT DATE}.

2.2. Thereafter, the Agreement may be renewed for an additional period of one (1) year once the Parties agree on the conditions of such renewal.

2.3. Either Party may start negotiating such conditions ninety (90) days before a renewal term is to begin. The changes will take effect at the time of renewal.

2.4. If the Parties cannot compromise and agree in good faith to changes proposed by either Party, then the Agreement will remain unchanged and terminate at the end of that current term.

2.5. Even if this Agreement will not renew, all Purchase Orders that have been issued to and accepted by the Supplier shall be fulfilled to completion.

3 Quality

3.1. Products to be supplied under this Agreement must conform to the description and specification contained in Annexes A and B. All Products (including but not limited to materials, parts, components and sub-assemblies thereof) shall, unless otherwise expressly approved by Buyer, be new; unused; non-remanufactured and non-refurbished; and produced entirely from goods meeting all the foregoing requirements.

3.2. Buyer must notify the Supplier promptly in writing if it becomes aware of any Products which do not conform to the requirements set out in this Agreement. The Supplier will be responsible for their removal and replacement with Products that conform to the requirements of the Agreement.

4 Testing

4.1. Where appropriate, independent inspection and testing of Products, including, without limitation, physical inspections of the production, warehousing and other facilities involved, the product packaging and labeling; inspection and review of manufacturing records, analytical reports and documentation; and product sampling, will be carried out with an independent third party appointed by i+solutions. In such cases, with prior confirmation with Buyer about the purpose, result, measures and the process of testing, Supplier will cooperate fully with Buyer, the independent agent and take such steps and supply such information as may be needed.

4.2. The Parties may reserve samples (The Sample) of each batch of products to be sent to the Independent third party mentioned above in paragraph 4.1 to resolve any dispute related to the quality of the Goods.

4.3. The costs of such inspections and tests, at the initiative of Buyer, will be borne by Buyer. The Supplier shall bear any costs of testing performed at its initiative.

4.4. The quality control test will be in accordance to the specificities outlined in Annex B (Product Specifications).

4.5. The supplier will replace the non-compliant products without cost to i+solutions.

5 Breach of agreement

5.1. Any delay in delivery solely due to Supplier's fault beyond sixty (60) days from the agreed date of dispatch shall be considered a default of Supplier, and therefore grant Buyer, the right to demand payment of damages related to any actual direct loss or expense that may result.

5.2. Supplier acknowledges the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages that will be suffered in the event of delayed performance. In view of the foregoing, if Supplier fails to issue a Notice of Readiness for the entire quantity of Goods, in strict compliance with all specifications and other Agreement requirements, by the date(s) specified in the Purchase Order, the Buyer may request the Supplier to pay, as liquidated damages, one percent (1%) of the order value per week past the first week late, up to a maximum of ten percent (10%) of the order value. Once the maximum deduction has been reached, the Buyer, in addition and without prejudice to any other termination right set forth in the Agreement, unilaterally terminate this Agreement for default.

6 Indemnities

6.1. Supplier shall indemnify and hold harmless Buyer and its officers, directors, employees and agents from and against all claims, damages, losses and expenses with respect to the death, injury or disability of any persons and damage to or destruction of any property, including without limitation any loss of use, and any product liability or similar claim, arising from the violation of warranties of the Goods under this Agreement and applicable Purchase orders by Supplier or Supplier's employees, the Manufacturer (if different from the Supplier), other sub-suppliers and, subcontractors, or their officers, directors, agents and employees, including non-compliance by such manufacturers or suppliers with any technical requirements applicable to any product supplied.

6.2. Supplier shall indemnify Buyer and its officers, employees and agents against liability, including costs, for actual direct or contributory infringement of, or inducement to infringe, any patent, trademark, or copyright, arising out of the performance of this Agreement, provided that Supplier is reasonably notified of such claims and proceedings.

6.3. Expiration or termination of this Agreement for any reason shall not release either Party from any liability which at such time has already accrued or which thereafter accrues from a breach or default prior to such expiration or termination, nor affect in any way the survival of any other right, duty or obligation of either party which is expressly stated elsewhere in this Agreement to survive such termination or expiry.

6.4. In no event shall any such liability include or permit recovery of exemplary or consequential damages, however described. In no event shall Buyer or Supplier be liable for consequential damages.

7 Notices

Any notice pursuant to this Agreement will be sufficiently given if it is in writing and delivered or sent by prepaid post or email to any of the following address:

FOR I+SOLUTIONS	FOR XXXX
Name: Wesley Kreft	Name:
E-mail: wkreft@iplussolutions.org	E-mail:
Address: Polanerbaan 11, 3447GN Woerden, The Netherlands	Address:

8 Force majeure

8.1. "Force Majeure", as used in this Agreement, means an event beyond the control of a Party, which by its nature could not have been foreseen by such Party, or, if it could have been foreseen, was unavoidable, and which renders the implementation of the Agreement by such Party wholly or partially impossible. Force Majeure event includes, without limitation, acts of God, earthquakes, hurricanes, tsunamis, storms, floods, riots, fires, sabotage, embargo, civil commotions, interference by civil or military authorities, acts of war(declared or undeclared), acts of terrorism or failure of energy sources, pandemics.

8.2. In the event of and as soon as possible after the occurrence of any cause constituting Force Majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence if that Party is thereby rendered unable, wholly or in material part, to perform its obligations and meet its responsibilities under this Agreement and that Party shall be relieved of these obligations and responsibilities for so long as such circumstances prevail.

8.3. If a Party is rendered permanently unable, wholly, or in material part, by reason of Force Majeure to perform its obligations and meet its responsibilities under this Agreement, the other Party shall have the right, but not the obligation, to terminate this Agreement with immediate effect.

8.4. Each Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon their performance of this Agreement and all outstanding Purchase Orders. Upon completion of the event of Force Majeure the Party affected must notify as soon as possible the Buyer and when reasonably practicable recommence the performance of its obligations under this Agreement and all outstanding Purchase Orders. An event of Force Majeure does not relieve a Party from liability for an obligation which arose before the occurrence of the event. If a Force Majeure event causes a material failure or delay in the performance of the Purchase Order for more than thirty (30) consecutive days or may be expected to last longer than thirty (30) consecutive days, then Buyer may, at its option, and in addition to any rights Buyer may have, procure such Goods from an alternative source until Supplier is again able to perform in accordance with the Agreement terms.

9 Termination

9.1. i+solutions may terminate this Agreement, by written notice having immediate effect if:

- Supplier materially breaches any provision of this Agreement and, if the breach is capable of remedy, fails to remedy such breach within thirty (30) days after written notice from the i+solutions requiring it to do so;
- In case of any event that results in a change in control or staffing that affects Supplier's ability to fulfill its obligations.
- Supplier ceases to carry on its business relevant to the Services or becomes insolvent, is dissolved or liquidated, files or has filed against it a petition in bankruptcy, dissolution or liquidation or similar action filed against it; or
- Supplier damages (in its reasonable opinion) any of i+solutions' brands or reputation.

9.2. Upon the expiry or termination of this Agreement for any reason, the Supplier:

- Shall promptly return to Buyer all Confidential Information in recorded form in its possession or under its control and delete (to the extent possible) all Confidential Information on any computer or other device containing such information and confirm such deletion in writing to the disclosing party, provided it shall not be required by applicable law.
- shall fulfil all Purchase Orders issued prior to the expiry or termination of this Agreement.

9.3. Both Parties' rights and remedies pursuant to this Article shall not be deemed to be exclusive and are in addition and without prejudice to any other rights and remedies provided by law, Agreement, or equity, or otherwise under this Agreement.

9.4. Termination of this Agreement shall not affect the existing rights which shall survive such termination.

9.5. Notwithstanding termination or suspension as above, Supplier shall, unless otherwise specifically instructed in writing by Buyer, continue performance of any unterminated or unsuspended portion of the Agreement.

10 Disputes

Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or invalidity thereof (a "Dispute"), shall unless settled amicably by direct negotiation, be settled by conciliation according to such procedure as may be agreed between the Parties. In the event of failure of the Parties to agree on a conciliation procedure or to settle the Dispute by conciliation, the Dispute shall be settled in accordance with the provisions of The Netherlands as may be decided by the Parties. If a Dispute is settled by arbitration, the arbitration shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force. There shall be one arbitrator. The language of the arbitration shall be English. The place of arbitration shall be Amsterdam, The Netherlands. The Parties shall accept the arbitral award as final. Any settlement pursuant to this Article shall not prevent the Supplier from initiating summary proceedings before the competent courts in the relevant jurisdiction and request for injunctive relief.

11 Buyer's disposition rights

Vis-à-vis Supplier (or the Manufacturer, if different from the Supplier), Buyer shall have the right, in their sole discretion, to dispose of the Goods supplied under the Agreement in any lawful manner including without limitation donation, use, resale, or re- export. Such disposition shall not require the approval or consent of Supplier, nor shall it be deemed to give rise to any claim by Supplier (or the Manufacturer, if different from the Supplier) against Buyer for compensation or otherwise of whatever nature.

12 Confidential information and disclosure

12.1. Information which either Party may disclose to the other shall not be deemed to be confidential and shall be acquired free from any restriction, unless the information is proprietary to the disclosing Party and, if it is disclosed in tangible form, the disclosing

Party marks such information as "Proprietary," "Restricted," or "Confidential." Any confidential information disclosed verbally must be expressly identified as confidential at the time of disclosure and thereafter reduced to tangible form with a copy, prominently marked as aforesaid, delivered to the receiving party within ten (10) days of the verbal disclosure. When a writing contains both confidential and non-confidential information, the disclosing Party shall specifically note which information is deemed confidential.

12.2. Each Party shall exercise the same degree of care to avoid the publication or dissemination of the other Party's confidential information as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated. Confidential information disclosed under this Agreement shall only be used by the receiving Party in the furtherance of this Agreement and the performance of its obligations hereunder.

12.3. The obligation of the Parties not to disclose confidential information shall survive the expiration, termination or cancellation of this Agreement. However, neither Party shall be obligated to protect confidential information of the other which: (1) is rightfully received by the receiving Party from another person without restriction; (2) is known to or developed by the receiving Party independently without use of the confidential information; (3) is or becomes generally known to the public by other than a breach of duty hereunder by the receiving Party; (4) has been or is hereafter furnished to others without restriction on disclosure; or (5) is known or available to the receiving Party by inspection or analysis of products available in the market.

12.4. The obligation not to use or disclose said confidential information shall end five (5) years after the date of receipt of said confidential information, except with respect to any Software, for which the obligation shall continue until the occurrence of any of the events listed in Paragraph 12.3, above.

12.5. Buyer shall be permitted to disclose confidential information to its affiliated entities, third parties and others, including its Client, in furtherance of the Project; provided, however, that such affiliated entities, third parties and others agree to protect such information to the extent provided herein.

12.6. Supplier hereby authorizes Buyer to incorporate Supplier's (and, if the Supplier is not also the Manufacturer, the Manufacturer's) provided Proprietary Information in submissions to the client provided that it bears an appropriate restrictive legend.

13 Governing laws, regulations, and language

13.1. Supplier shall, in performing its obligations pursuant to this Agreement, comply with all applicable statutes, rules, regulations, as well as all other applicable laws and regulations.

13.2. This Agreement, its making and performance, and the circumstances surrounding all of the foregoing, shall be interpreted in accordance with the laws in effect in The Netherlands without regard to its conflicts of law principles.

13.3. The language governing this Agreement, its interpretation, notices, disputes, and any other communications relating or pursuant hereto, shall be English.

14 Probity

14.1. Each Party shall strictly ensure that it and its officers, directors, employees, agents, consultants and subcontractors avoid:

- any action in violation of (or that might reasonably be considered to be in violation of) Dutch Government, Originating Country, Recipient Country or other applicable laws, regulations, rules and policies relating to ethics, integrity and proper business practices;
- any corrupt practice (including without limitation the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer, employee or director of the other Party) or fraudulent practice (including without limitation misrepresentation of facts to influence a procurement action or Agreement execution or administration), to the actual or potential detriment of the other Party, or the Recipient Countries.
- accept, receive or agree to accept or receive, directly or indirectly, any money, or anything else of value in any form, from any person/entity, to secure a business advantage, to obtain or retain business or to direct business to any person/entity or away from any person/entity to benefit the Supplier or i+solutions.
- provide any facilitation or grease payment to any government official or employee of a government agency (including government hospitals or healthcare institutions) to expedite routine government actions that the official or employee is already bound to perform.

14.2. Either Party will ensure that resources received by them under this agreement are not used to support or promote violence, aid terrorists or terrorist-related activity or fund organizations known to support terrorism.

14.3. Supplier acknowledges that it has been informed that i+solutions employees are required to observe the i+solutions internal code of conduct. The Supplier shall be obliged to respect the rules and guidelines contained in the code of conduct in its dealings with i+solutions employees. i+solutions will provide Supplier with a copy of the code of conduct together with the Agreement to be signed.

14.4. The Supplier warrants that it complies with the Global Fund's Code of Conduct for Suppliers as amended from time to time (as currently published on the Global Fund's website at https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf?u=636486807110000000), which is applicable and forms an integral part of this Agreement.

14.5. If an issue should arise concerning compliance with this Article, the concerned Party shall immediately provide the other Party with written notice describing the issue, all pertinent facts as known on the date of the notice, any conclusions reached by the concerned Party as of that date, and any corrective actions proposed. Failure to respond promptly and appropriately to such issues may be treated by the non-breaching Party as a material Agreement breach.

14.6. Supplier shall indemnify and hold i+solutions harmless for any costs, delays, losses,

damages or other liabilities (including without limitation reasonable costs and fees of attorneys and expert consultants and costs and fees incurred in connection with investigations) incurred by i+solutions as a result of any occurrences covered by this Article, or any allegations relating to purported occurrences of this nature.

15 Use of i+solutions' name

The official logo and the name of Buyer may only be used by the Supplier in connection with this Agreement with the prior written approval from i+solutions.

16 Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement will not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right will continue and remain in full force and effect.

17 Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

18 Entirety

This Agreement and any Annexes embody the entire agreement between the Parties and supersede all prior agreements and understandings, negotiations and discussions (whether oral, written or electronic) if any, relating to the subject matter of this Agreement. No purported trade usage, custom, course of dealing or verbal statements of any kind shall be binding on Buyer.

19 Final clauses

This Agreement will enter into force upon signature by both Parties and shall remain in force until completion of all obligations of the Parties under this Agreement.

Amendments to this Agreement are only valid if made by mutual agreement in writing between the Parties.

For i+solutions, The Buyer	For XXX, The Supplier
Name: Ed MONCHEN	Name: XXX
Position: CEO	Position : XXXX
Signature:	Signature:
Date:	Date:

ANNEX A: List of Products

Annex B: PRODUCT SPECIFICATIONS

The following agreed specifications per products shall accompany the Long Term Agreement as agreed by both parties.

Product	**Applicable standard / minimum specification**
Protective Coverall:	Medical Protective Coverall Type 4B/3B, CE per Directive R2016/425 EN 14126: 2003, EN14605: 2005+A1:2009
Alcohol based hand sanitizer	Alcohol hand sanitizer. Portable hand antisepsis for personal use. Not aggressive to the skin. Not less than 60% alcohol bottle, squeezable or with sturdy closing flip-cap.
Protective face shield	CE certified. EN 166:2001 / EU: 2016/425 Made of clear plastic and providing good visibility to both the wearer and the patient. Adjustable band to attach firmly around the head and fit snuggly against the forehead, fog resistant (preferable). Completely covers the sides and length of the face. May be re-usable (made of robust material which can be cleaned and disinfected) or disposable
Protective goggles	CE certified. EN 166:2001 / EU: 2016/425 Good seal with the skin of the face, Flexible PVC frame to easily fit with all face contours with even pressure, Enclose eyes and the surrounding areas, Accommodate wearers with prescription glasses, Clear plastic lens with fog and scratch resistant treatments, Adjustable band to secure firmly so as not to become loose during clinical activity, Indirect venting to avoid fogging, May be re-usable (provided appropriate arrangements for decontamination are in place) or disposable

Particulate respirator fluid resistant surgical	Fluid resistant respirator: Good particle filtration (minimum 94% or 95%), good breathability with design that does not collapse against the mouth (e.g. duckbill, cup-shaped), may be tested for fluid resistance (NIOSH/FDA surgical N95, EN 149 FFP2+Type IIR, GB 19083 Grade/Level 1) • NIOSH 42 CFR 84, FDA minimum "surgical N95" • EN 149, minimum "FFP2" and EN 14683 Type IIR • GB 19083, minimum "Grade/Level 1",
Particulate Respirator non-fluid resistant	Non-fluid resistant respirator • NIOSH 42 CFR 84, minimum "N95" • EN 149, minimum "FFP2" • GB 2626, minimum "KN95" Good particle filtration (minimum 94% or 95%), good breathability with design that does not collapse against the mouth (e.g. duckbill, cup-shaped)
Surgical Face Mask	Surgical face mask, good breathability, internal and external faces should be clearly identified. EU MDD Directive 93/42/EEC Category III or equivalent. EN 14683 Type IIR certified Fluid resistant
Surgical Gown Single Use	Medical use Single-use, isolation gown length mid-calf. EN 13795 any performance level EN 556, if sterile
Isolation Gown Single Use	AAMI PB70 (Level 1-3 or ASTM F3352 or AAMI PB70 Level 4 or ISO 16604 Class 5
Nitrile examination gloves	Gloves, examination, nitrile, powder-free, non-

	sterile, single-use Gloves should have long cuffs, reaching well above the wrist, ideally to mid-forearm. Sizes: small, medium, large. EU PPE Regulation 2016/425 Category III. EN 455 certified ., Minimum 230mm total length. Minimum thickness 0.05mm
Latex examination gloves	Gloves, examination, latex, powder-free, non-sterile, single-use Gloves should have long cuffs, reaching well above the wrist, ideally to mid-forearm. Sizes: small, medium, large. EU PPE Regulation 2016/425 Category III. EN 455 certified Minimum 230mm total length). Minimum thickness 0.05mm
Gloves, surgical, sterile	Gloves, surgical, nitrile (preferable), latex, polyisoprene, or polychloroprene, sterile, powder-free, single use. Gloves should have long cuffs, reaching well above the wrist, ideally to mid- forearm. minimum thickness 0.10mm. Sizes ranging 5.0 - 9.0 • EN 455, or ASTM D3577 Sterility EN ISO 11607

ANNEX C: i+solutions TERMS AND CONDITIONS

1) Packaging, export marking, preparation for shipment and packaging, storage

1.1. Supplier shall pack and mark the Goods for export in compliance with the requirements of this Agreement and the Purchase Order as stipulated in the Shipping Instructions, as well as all applicable transportation regulations, carrier tariffs, and sound commercial practice. Without limiting the generality of the foregoing, all Goods shall be properly prepared for handling during air, sea or land shipment. Such packing must be sufficient to ensure safe arrival at destination. Packing size and weights shall take into consideration, where appropriate, the remoteness of the Goods' destination and the absence of heavy handling facilities at some or all points during transit. Buyer and Supplier shall be responsible for complying with all Cooperating Country laws as well as sound international practices for the packaging and labeling of the Goods (including, if applicable, hazardous materials safeguards). The Buyer shall specify in the Purchase Order how the Goods will be shipped.

1.2. Unless instructions on the Purchase Order specify differently, Supplier shall mark each unit of export packaging with the Buyer's Purchase Order number, which is specified on the Agreement Form, and shall enclose a packing list in an envelope to the goods. Damage resulting from improper packing, export marking shall be for Supplier's account.

1.3. No extra charge is payable by Supplier for export packaging, crating, boxing, handling, dunnage, drayage, storage, or any other action necessary to comply with the requirements of this clause unless specifically stated in this Agreement or otherwise agreed to by Buyer in writing. In no event shall Supplier be regarded as being in breach, and be under any obligation to pay any compensation as long as that the Supplier has performed such obligations as above in accordance with this Agreement or applicable Purchase Order.

2) Delivery and accompanying documents

2.1. Delivery shall be effected on the due date specified on the Purchase Order which has been agreed upon by both party, and on the basis of the delivery term specified in the Purchase Order. In the event of any conflict or inconsistency between this standard delivery term and any specific requirement of this Agreement, the Agreement shall prevail.

2.2. The issue of partial deliveries shall be set forth under applicable Purchase Order or friendly negotiation by both parties on a case by case basis.

2.3. If the Supplier delivers and the Buyer receives quantities of any item in excess of the quantity called for, upon written demand, such excess quantities will either be returned at Supplier's expenses, or retained and paid for by Buyer according to the set in the Agreement or Purchase Order.

2.4. In addition to any types of shipping documentation mentioned elsewhere in this Agreement, Supplier shall promptly submit to Buyer such other types of standard documentation in connection with the Goods and Services supplied as Buyer may reasonably request from time to time in writing.

Supplier shall advise Buyer of all information concerning the Goods that is pertinent to the transportation and in-country handling and storage.

2.5. Supplier shall notify Buyer when the Goods are ready, in all respects, for delivery. The Notice of Readiness, accompanied by required documentation (see Article 4I) shall be e-mailed to Buyer's Contact shown on the Purchase Order, clearly mentioning Buyer's Order Number, unless otherwise stated. Notification shall be done a few days prior to shipment, according to instructions sent with the Purchase Order. Unless otherwise stated in the Agreement or Purchase Order, copies of the documents shall be sent with the Goods and original documents shall be sent to: iplusprocurement@iplussolutions.org

2.6. If the Purchase Order provides for delivery on an FCA basis, the Notice of Readiness shall indicate the contact person and contact details to arrange for the Goods to be collected. In this case, Buyer will endeavor to arrange for the Goods to be collected, within seven (7) working days after receipt of the Notice of Readiness.

2.7. If the Purchase Order provides for delivery on an FCA, immediately upon receipt of an Authorization to Ship in accordance with the preceding paragraph, Supplier shall deliver the Goods in accordance with the specified delivery term as modified by the terms and conditions of the Agreement.

2.8. The following documents shall be supplied prior to delivery regardless of the INCO term and shall be delivered together with the Goods:

(i.) Packing List;
(ii.) Commercial Invoice;
(iii.) Legalized Certificate of Origin; and
(iv.) Any other document not specified at the time of the execution of the Agreement shall be indicated in the Purchase Order prior to its acceptation by Supplier.

3) Acceptance of products

Acceptance should be done according to the specified INCOTERM mentioned in the Purchase Order and shipment method used.

4) Invoicing and payment

4.1. Invoices and payments shall be in United States Dollars (unless otherwise agreed upon in the Purchase Order).

4.2. Supplier shall submit proper invoices to Buyer for Delivered Goods and Related Services that have been successfully performed, in accordance with any directions stipulated in the Agreement, and, to the extent not specified therein, with the provisions of this Article. To constitute a "proper invoice" within the meaning of this Article, each invoice

shall provide the following information:

- Supplier's name, invoice date, and delivery date (for Delivered Goods) or performance date (for Related Services), as applicable;
- Complete account and bank's SWIFT information if payment by means of electronic funds transfer is preferred per Paragraph 4.5 below;
- Buyer's Order number, as mentioned on the Purchase Order;
- Description of each type of Delivered Goods and Related Services included in the invoice, together with the applicable Unit Price, quantity delivered, and extended line item price;

Supplier certifies that the invoice is correct.

4.3. Buyer will promptly review invoices submitted to determine whether they are proper invoices or not. Invoices determined to be proper will be paid by Buyer within thirty (30) days after delivery of goods and receipt of proper invoice. Invoices determined not to be proper due to the existence of deficiencies will be returned to Supplier, generally within three (3) business days of submission, with major deficiencies noted for correction.

4.4. Payment(s) shall be made by the Buyer to Supplier in accordance with the Prices stipulated in the Purchase Order. Invoices determined to be proper will generally be paid according to the conditions in the purchase order.

4.5. If payment(s) will be made electronically, invoices shall be sent to:
Stichting i+solutions
Attn: Finance Department
e-mail: invoicesPSA@iplussolutions.org

4.6. Supplier shall be solely responsible for providing Buyer with correct wiring information.

5) Warranties

5.1. All Goods delivered and Services rendered hereunder shall be covered by the Manufacturer's standard international warranty.

5.2. In addition and without prejudice to Paragraph 5.1 above, Supplier warrants that the Goods and Services delivered and rendered hereunder are merchantable and fit for use for the particular purpose described in this Agreement (or, if no such purpose is specifically described, for the purposes for which the Goods or Services, as applicable, are ordinarily used).

5.3. Supplier also hereby expressly warrants that all Goods (including without limitation their parts) and Services supplied, as applicable

- conform to specifications detailed in Annex B ("Product Specifications");
- are free of latent defects, which may result solely from defective material, workmanship, or design and are not caused by misuse or misapplication of the Goods;
- will, to the extent found to be in breach of any warranty specified in this Agreement, be removed, and repaired or replaced, covered by new warranties identical to those that applied to the originally supplied Goods and Services, extending for the remainder of the original warranty period;

- ensure that all spares and replacement parts are the same as the original spares and parts unless formally replaced by an improved and Buyer-approved technical equivalent agreed by both parties; and
- are covered by intellectual property licenses, patents, permissions, or rights which will not infringe the intellectual property rights of any third person, and which, being granted to Buyer pursuant to this Agreement, will be adequate to ensure that they may freely use the Goods free and clear of any claim, encumbrance, lien or interest of any other person or entity, and in all other respects without disturbance or impediment. Supplier shall notify the Buyer of any patent or other IP infringement claim filed or to its best knowledge threatened or pending in respect of the Good in any of the Recipient Country(ies), relevant to the applicable Purchase Order at the time of indicating its ability and willingness to supply the Good. Under friendly negotiation, Buyer have the option to proceed or cancel the Agreement and/or Purchase Order.

5.4. The period of all warranties set forth in this Article or in any other provision of the Agreement shall be from the Date of Manufacture to the Expiration Date.

5.5. If any Goods or Services supplied hereunder are defective or otherwise do not meet the warranties in compliance with specifications detailed in Annex B ("Product Specifications") or otherwise applicable at any time during the warranty period, the remedies the Buyer and/or Principal Recipient are entitle to recourse to after notifying the Supplier are as below, on case by case basis :

- reject the affected item(s);
- reject the affected item(s) and require prompt correction or replacement (freight prepaid) at Supplier's sole expense when necessary;
- retain the affected items at an equitably adjusted price; or
- require Supplier to provide, if available, corrections in the form of field change order kits (including components, instructions and other necessary materials) from Supplier so that Buyer or its designee may make necessary changes or repairs. Repaired or corrected items shall be subject to the same warranties as if they were new. While returned item(s) are in Supplier's possession and while in transit during return to Supplier and reshipment to or as directed by Buyer, all reasonable risks and costs of loss, destruction or damage shall be determined on case by case basis.

5.6. The Buyer shall submit undisputed warranty claims to Supplier within twenty (20) days after discovery of any breach, indicating the nature and date of the claim.

5.7. Supplier shall promptly respond to any problem reported by the Buyer by making changes in the Goods or their manufacturing processes if necessary, so that further Goods to be delivered to the client and/or Buyer shall be as warranted herein. If Supplier becomes aware of any non-conformance to any warranty relating to the Delivered Goods, Supplier shall promptly notify Buyer thereof in writing.

5.8. Buyer shall have the right, after confirming with the Supplier on case by case basis, to stop further deliveries of Goods from Supplier for any such good for which an unconformity, defect, or any matter that shows unconformity to the warranties subject to specifications detailed in Annex B ("Product Specifications"), and in such event Buyer

shall advise Supplier of Buyer's best identification and assessment of the problems. Further deliveries of Goods shall not be made to Buyer until and unless Supplier has corrected the specified areas of non-conformance in the Goods, or Buyer authorizes in writing the shipment of such Goods pending Supplier's correction. Buyer's actions pursuant to this Paragraph shall not be deemed to constitute a change order.

6) Title and risk of loss or damage

6.1. Supplier shall ensure that title to Goods delivered and supplied hereunder shall pass directly to the Buyer according to the applicable INCOTERM.

6.2. Notwithstanding completion of delivery, Supplier shall bear all risks of loss or damage to the Goods prior to acceptance, except to the extent that any loss or damage is due to Buyer's fault, or occurs after delivery and not due to fault, negligence or omission on the Supplier's part.

7) Service bulletins, recalls, and counterfeiting notices

7.1. Supplier shall promptly on issuance provide the Buyer with any service bulletins, safety notices and recall notices etc. issued by Supplier (or, if the Supplier is not the manufacturer, by the Manufacturer) either directly or via the Manufacturer's local agent, if any.

7.2. Supplier shall promptly provide the Buyer with written notice (including all pertinent particulars) regarding instances that may come to its attention by whatever means of possible counterfeiting, piracy, or unauthorized sales by third parties of diluted, adulterated, impure, misbranded, mislabeled, unsafe, ineffective, inefficacious, or otherwise non-standard items of the same type and brand as the Goods supplied in the Recipient Countries.

8) Change and cancellation of orders

8.1. Buyer is entitled, by an additional written order specifically designated as a "Change Order," to require changes within the general scope of the Agreement. These changes are related to cancellation of order, increase or decrease quantity of Goods. Buyer may only request a cancellation of Purchase Order up to thirty (30) days before the INCO date. Any change in order relating to a decrease or increase in quantity of Goods shall be done by Buyer within seven (7) days from the confirmation of the Purchase Order.

8.2. In the event that Buyer or International Donor wishes to cancel partially or fully, or amend a Purchase Order within less than thirty (30) days before the INCO date, Buyer and Supplier shall work together to accommodate such request. Any dispatched order may not be cancelled. Any order cancelled or decreased with less than thirty (30) days remaining until the delivery date may be eligible for a restocking fee to be negotiated between the Parties, provided that Supplier has already procured the materials required to manufacture the Goods under issued Purchase Orders or started the manufactured process of the Goods.

8.3. Supplier shall perform any such changes so ordered upon approval of the change order

by both parties. If Supplier interprets any Buyer communication as a Change Order, but the communication is not specifically designated as a "Change Order," Supplier must secure written confirmation before performing or lose the right to seek any equitable adjustment. Any disagreement between the Parties pursuant to this Article shall be resolved in accordance with the Disputes provision herein.

9) Notice of delay or impediment

Whenever any occurrence is delaying or impeding, or threatening to delay or impede, Supplier's timely and successful performance under the Agreement, Supplier shall promptly give notice thereof, including all relevant information with respect thereto, to Buyer.

10) Suppliers who are not the manufacturers of the goods

Suppliers who are not also the Manufacturers of the Goods being supplied shall fully comply with the requirements of the Agreement themselves. In addition, they shall also be responsible for requiring the actual Manufacturers to comply with the extent specified in the Agreement or otherwise as necessary to ensure the Suppliers' own compliance.

11) Performance Monitoring of Suppliers

Each Supplier is expected to:

- respond to inquiries from i+solutions within 3 working days
- provide timely, complete, and accurate documentation required for movement of goods and importation of goods into destination countries
- deliver products on or before delivery dates on purchase orders
- submit proof of delivery to destination within five (5) days of delivery if so requested
- communicate regular updates on status of orders and anticipated product availability based on Buyer's request.
- inform i+solutions immediately on receipt of any communication from regulatory authorities that impacts the status of any dossier under review.

12) Audit

Supplier shall maintain books and records in accordance with the generally accepted accounting standards in his country of registration. Such books and records each must be kept in the possession of the Supplier for seven (7) years from the date of issue. Any audit by the Buyer or its representative will be preceded by a written request to which the Supplier will provide a written consent.

13) Insurance

Supplier will maintain liability insurance covering products and Suppliers activities in connection with this Agreement, including the activities conducted by its subcontractors and authorized agents in accordance with this Agreement, during for products supplied, until delivery to Buyer, on whichever Incoterm applicable, is completed.