

# INVITATION TO BID

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**Invitation to Bid (ITB)**

**Bid Reference**

**CSU/ICT/2022/011/004**

**Unit Name**

**CSU/ITB**

**Closing date**

**23 November 2022**

## 1. INTRODUCTION

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### 1.1. About WHO

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#### 1.1.1. WHO Mission Statement

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The World Health Organization was established in 1948 as a specialized agency of the United Nations. The objective of WHO ([www.who.int](http://www.who.int)) is the attainment by all peoples of the highest possible level of health. "Health", as defined in the WHO Constitution, is a state of complete physical, mental and social well-being and not merely the absence of disease or infirmity. WHO's main function is to act as the directing and coordinating authority on international health work.

#### 1.1.2. Structure of WHO

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The World Health Assembly (WHA) is the main governing body of WHO. It generally meets in Geneva in May of each year and is composed of delegations representing all 194 Member States. Its main function is to determine the policies of the Organization. In addition to its public health functions, the Health Assembly appoints the Director-General, supervises the financial policies of the Organization, and reviews and approves the proposed programme budget. It also considers reports of the WHO Executive Board, which it instructs with regard to matters upon which further action, study, investigation or report may be required.

The Executive Board is composed of 34 members elected for three-year terms. The main functions of the Board are to give effect to the decisions and policies of the WHA, to advise it and generally to facilitate its work. The Board normally meets twice a year; one meeting is usually in January, and the second is in May, following the World Health Assembly.

The WHO Secretariat consists of some 8,400 staff at the Organization's headquarters in Geneva, in the six regional offices and in countries. The Secretariat is headed by the Director-General, who is appointed by the WHA on the nomination of the Executive Board. The head of each regional office is a Regional Director. Regional directors are appointed by the Executive Board in agreement with the relevant regional committee.

### 1.2. Background

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WHO Nigeria has presence in the thirty-six State of Nigeria and FCT to promote health, keep the world safe, and serve the vulnerable. WHO goal is to ensure that a billion more people have universal health coverage, to protect a billion more people from health emergencies, and provide a further billion people with better health and well-being. This ITB is related to Procurement of Multi-function photocopiers for Abuja and State Offices

### 1.3. Objective of the ITB

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The purpose of this Invitation to Bid (ITB) is to enter into a ☒ contractual agreement or ☐ Long Term Agreement(s) for a duration of ... with a successful bidder for the supply of the following goods: Multi-Function Photocopiers for delivery to Thirty-six States and FCT

WHO is an Organization that is dependent on the budgetary and extra-budgetary contributions it receives for the implementation of its activities. Bidders are, therefore, requested to propose the best and most cost-effective solution to meet WHO requirements, while ensuring a high level of service.

## 2. Requirements

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Bidders are expected to examine all instructions, forms, specifications, terms and conditions contained within this WHO solicitation document. Failure to comply with these documents shall be at the bidder's risk and may affect the evaluation of the bids, or may result in the rejection of the bid.

### 2.1. Characteristics of the Bidder

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The bidders must provide all of the information and documents required in sections 2.1.1 to 2.1.4 and listed in Annex 4.

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#### 2.1.1. Accreditations

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Evidence of Accredited Sharp Photocopiers Dealership

#### 2.1.2. Previous experience

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Experience of the company in carrying out related supplies and services, preferably with International Organizations. Provide references and recommendation letters

#### 2.1.3. Logistical capacity

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Ability to deliver directly to all 36 states and FCT

#### 2.1.4. Storage capacity

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Number of State presence of the company covered in the country as well as stock availability of multi-function photocopiers. Qualifications and competence of the personnel proposed for the installation and commissioning

## 2.2. Requirements

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All the requirements listed in this section must be complied with by bidders.

### 2.2.1. Requirements for the Technical proposal of the Bid

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The Technical proposal must be submitted using the Technical proposal sheet (Annex 1). Bidders are expected to submit the following documents as part of the Technical part of their bid:

- Technical proposal (annex 1)
- Tax clearance for the past three years
- Business registration certificate with physical address and contact
- Proof of previous business with WHO, UN agencies and INGO

### 2.2.2. Requirements for the Commercial part of the Bid

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The Commercial proposal should be submitted by using the Commercial proposal sheet (Annex 2). Bids with a different pricing format may be rejected.

The currency of the proposal shall preferably be US Dollars, but any other United Nations convertible currency will be acceptable. Prices should not include VAT.

Network Printer (Color)	37	see specifications attached
Network Printer (Black & White)	44	see specifications attached

- See attached annex for specifications
- Any quantity or other discounts (e.g.: volume discounts) shall be clearly indicated.

2. Bidders shall submit their proposal, goods are to be delivered at the 36 States & FCT as indicated in the dispatch table in section 1.3

Bidders shall explicitly indicate the following:

3. Proposed timeframe for the delivery of goods
4. Validity of the quotation

Any quantity or other discounts (e.g.: volume discounts) shall be clearly indicated.

Bidders shall submit their proposal In Nigerian Naira **(INCOTERMS 2020)**.

Bidders shall explicitly indicate the following:

- the guaranteed lead time for the first batch following receipt of an approved Purchase Order;
- the average lead time to FCA Named International Airport and FOB Named Port (INCOTERMS 2020).

The prices offered by the prospective suppliers may be subject to revision in case of extension of contract. Any adjustment or revision to the prices shall only be made effective upon agreement based on written amendment signed by both parties.

### 3. INSTRUCTIONS TO BIDDERS

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Bidders should follow the instructions set forth below in the submission of their bid to WHO.

WHO will not be responsible for any proposal which does not follow the instructions in this ITB, including this Section 3, and WHO may, at its discretion, reject any such non-compliant proposal.

#### 3.1. Language of the Bid and other Documents

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The bid prepared by the bidder, and all correspondence and documents relating to the bid exchanged by the bidder and WHO shall be written in the **English** language.

#### 3.2. Contents of the Bid

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The bidder is requested to offer the total requirement. Bid offering only part of the requirement may be rejected

The bid shall include the complete technical and commercial proposals (Annexes 1 and 2) and requested supporting documents (Annexes 4, 5, 6 and 7).

The bidder is expected to follow the bid structure described in this document and otherwise comply with all instructions, terms and specifications contained in, and submit all forms required pursuant to this ITB. Failure to follow the aforesaid bid structure, to comply with the aforesaid instructions, terms and specifications, and/or to submit the aforesaid forms will be at the bidder's risk and may affect the evaluation of the bid.

#### 3.3. Cost of Bid preparation

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The bidder shall bear all costs associated with the preparation and submission of the bid, including but not limited to the possible cost of discussing the bid with WHO, making a presentation, negotiating a contract and any related travel.

WHO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

#### 3.4. Communications during the ITB Period

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Any request for clarification on technical, contractual or commercial matters is to be submitted EXCLUSIVELY via UNGM no later than 16/November/2022 at 10:00 hour, Abuja/Nigeria time.

Questions are to be submitted via UNGM "Correspondence" tab, and mandatorily formulated as follows:

Question #	Reference to ITB (paragraph/annex #)	Question text
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WHO will respond in writing via the "Correspondence" tab of UNGM to any request for clarification that it receives by the deadline indicated above. A consolidated document of WHO's responses to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the ITB.

There shall be no individual presentation by or meeting with bidders until after the closing date for submission of bids. From the date of issue of this bid to the final selection, contact with WHO officials concerning the ITB process shall not be permitted, other than through the submission of queries as per the process described above, and/or through a possible presentation or meeting called for by WHO, in accordance with the terms of this ITB.

### **3.5. Joint Bid**

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Two or more entities may form a consortium and submit a joint bid offering to jointly provide the goods described in the bid. Such a bid must be submitted in the name of one member of the consortium - hereinafter the "lead organization". The lead organization will be responsible for undertaking all negotiations and discussions with, and be the main point of contact for, WHO. The lead organization and each member of the consortium will be jointly and severally responsible for the proper performance of the contract.

### **3.6. Format and Signing of Bids**

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Only bids received via UNGM will be considered.

Offers must be made in accordance with the instructions contained in this ITB. All proposals must be submitted via the e-tendering portal <https://ungm.in-tend.co.uk/who>.

All technical specifications and full documentation must be submitted by the same means. Offers submitted by other methods shall not be considered.

### **3.7. Exclusion of Submission of Bids by E-mail or in Hard Copy**

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Only those bids submitted via UNGM will be accepted by WHO. **Under no circumstances shall bids be submitted to WHO by any other means, including, without limitation, by E-mail or in hard copy.**

**In addition to the submission of bids via UNGM, WHO expects the bidder to deliver mail at the following address: [afrgoafrobids@who.int](mailto:afrgoafrobids@who.int)**

### **3.8. Period of Validity of Bids**

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The bid must be valid for a period of **180 calendar days** after the closing date. A bid valid for a shorter period may be rejected by WHO. In exceptional circumstances, WHO may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its bid.

### **3.9. Closing Date for Submission of Bids**

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Bids must be submitted via UNGM before [23/11/2022 at 10:00 h].

**No late submissions of bids will be possible or accepted. Bidders are therefore advised to ensure that they have taken all steps to submit their bids sufficiently in**

**advance of the above closing date and time, including complying with any technical requirements of the UNGM system.**

WHO may, at its own discretion, extend this closing date for the submission of bids by notifying all bidders thereof in writing.

### **3.10. Modification and Withdrawal of Bids**

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The bidder may withdraw its bid any time after the bid's submission and before the opening of the bids, provided a written and signed notice of the withdrawal, uploaded under the "Correspondence" tab of UNGM, is received by WHO prior to the closing date for the submission of bids.

No bid may be modified after the closing date for submission of bids, unless WHO has issued an amendment to the ITB allowing such modifications (see section 3.8).

No bid may be withdrawn in the interval between the closing date for submission of proposals and the expiration of the proposal validity period.

### **3.11. Receipt of bids from non-invitees**

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WHO may, at its own discretion, if it considers this necessary and in the interest of the Organization, extend the ITB to bidders that were not included in the original invitation list.

### **3.12. Amendment of the ITB**

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WHO may, at any time before the closing date, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the ITB by written amendment. Amendments could, *inter alia*, include modification of the requirements and/or extension of the closing date for submission of proposals. All prospective bidders that have received the ITB directly from WHO will be notified in writing of all amendments to the ITB and will, where applicable, be invited to amend their bid accordingly.

### **3.13. Conduct and exclusion of Bidders**

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All bidders must adhere to the UN Supplier Code of Conduct, which is available at the following link:

<https://www.ungm.org/Public/CodeOfConduct>

In addition, bidders shall submit a signed Self Declaration form, attached hereto as Annex 5.

Bidders will be excluded if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they or persons having powers of representation, decision making or control over them have been the subject of a final judgment or of a final administrative decision for fraud,



corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings;

- they or persons having powers of representation, decision making or control over them have been the subject of a final judgment or of a final administrative decision for financial irregularity(ies);
- it becomes apparent to WHO that they are guilty of misrepresentation in supplying, or if they fail to supply, the information required under this ITB and/or as part of the bid evaluation process; or
- they have a conflict of interest, as determined by WHO in its sole discretion.

WHO may decide to exclude bidders for other reasons.

## 4. OPENING AND EVALUATION OF BIDS

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### 4.1. Opening of Bids

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After the closing date for submission of bids, WHO will open the bids that were received in a timely manner.

WHO will open the bids in the presence of a Committee formed by WHO.

There will be no public bid opening.

### 4.2. Clarification of Bids

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WHO may, at its discretion, ask any bidder for clarification of any part of its bid. The request for clarification and the response shall be in writing. No change in price or substance of the bid shall be sought, offered or permitted during this exchange.

### 4.3. Evaluation of Bids

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WHO will examine the bids to determine whether they are complete, properly signed and whether they satisfy the requirements as per section 2.2: Requirements.

Once the bids have been found satisfactory, WHO will proceed with their evaluation as follows:

#### Technical evaluation:

- The characteristics of the bidders in section 2.1.

#### Commercial evaluation:

Offers will be commercially evaluated based upon price, and requirements for the Commercial part of the Bid section 2.2.2

If WHO determines that the bid is not technically responsive, the bid shall be rejected.

**Please note that WHO is not bound to select any bidder and may reject all bids.** Furthermore, since a contract would be awarded in respect of the bid which is considered most responsive, due consideration being given to WHO's general principles, including economy and efficiency, WHO does not bind itself in any way to select the bidder offering the lowest price.

### 4.4. Samples

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WHO reserves the right to request free, non-returnable samples for evaluation and testing by WHO, or their representative, of the item and/or of the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to WHO are non-returnable.

If a bidder fails to provide in timely manner samples or documentation requested by WHO, WHO may declare the bid unsuccessful.

In case samples are required, they shall be properly organized and prepared for ease of inspection as follows:

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## 5. AWARD OF CONTRACT

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### 5.1. Award of Contract

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WHO reserves the right to:

- Award the contract to a bidder of its choice, even if its bid is not the lowest;
- Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
- Accept or reject any bid, and to annul the solicitation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) and without any obligation to inform the affected bidder(s) of the grounds for WHO's action;
- Award the contract on the basis of the Organization's particular objectives to a bidder whose bid is considered to be the most responsive to the needs of the Organization and the activity concerned;
- Not award any contract at all.

WHO has the right to eliminate bids for technical or other reasons throughout the evaluation/selection process. WHO shall not in any way be obligated to reveal, or discuss with any bidder, how a bid was assessed, or to provide any other information relative to the evaluation/selection process or to state the reasons for elimination to any bidder.

NOTE: WHO is **acting in good faith** by issuing this ITB. However, **this document does not obligate WHO to contract for the performance of any work, nor for the supply of any products or services.**

### 5.2. WHO's Right to modify Scope or Requirements during the Evaluation/Selection Process

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At any time during the evaluation/selection process, WHO reserves the right to modify the scope of the goods called for under this ITB. WHO shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

### 5.3. WHO's Right to enter into Negotiations

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WHO also reserves the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation of the terms of the bid(s) and/or the deletion of certain items called for under this ITB.

#### 5.3.1. WHO's Right to Extend/Revise the Requirements at Time of Award

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WHO reserves the right at the time of award of contract to extend, reduce or otherwise revise the scope of the goods called for under this ITB without any change in the base price or other terms and conditions offered by the selected bidder.

### 5.4. Signing of the Contract

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Within 30 days of receipt of the contract, the successful bidder shall sign and date the contract and return it to WHO according to the instructions provided at that time. If the

bidder does not accept the contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.

#### **5.5. Publication by WHO of Contract awards**

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WHO reserves the right to publish (e.g. on the procurement page of its internet site) or otherwise make public information regarding contracts awarded, including Contractors' names and addresses, a description of the goods or services provided and their value.

## 6. PURCHASE ORDER GENERAL TERMS AND CONDITIONS

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Purchase order(s) constitute the contract between WHO and the selected bidder(s). The purchase order(s) issued to the selected bidder ("the Contract") will, unless otherwise explicitly agreed in writing, include the general terms and conditions attached as **Annex 3** of this ITB.

Unless otherwise specified in the purchase order(s), WHO shall have no obligation to purchase any minimum quantities of goods from the Contractor, and WHO shall have no limitation on its right to obtain goods of the same kind, quality and quantity as described in the purchase order(s), from any other sources at any time.

Unless otherwise specified, in the event that the Contract is a Long-Term Agreement ("LTA"), the Contractor shall offer the same prices and terms as those agreed with WHO under the Contract to other interested United Nations system agencies and to organizations eligible to purchase through WHO, it being understood that each such agency and organization will be responsible for independently entering into and administering its own contract with the Contractor. The Contractor shall take into account the additional quantities of goods purchased by all United Nations system agencies and other organizations as aforesaid to further reduce the prices for WHO and such other agencies and organizations.

### 6.1. List of Annexes

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Annex 1	Technical proposal
Annex 2	Commercial proposal
Annex 3	Purchase order general terms and conditions
Annex 4	Information about bidders
Annex 5	Self-Declaration form
Annex 6	Confidentiality undertaking
Annex 7	Specification

**Invitation to Bid (ITB)**

**Annex 1: Technical proposal**

**Invitation to Bid (ITB)**

**Annex 2: Commercial proposal**



## **Invitation to Bid (ITB)**

### **Annex 3: Purchase order general terms and conditions**

#### **GENERAL TERMS AND CONDITIONS**

##### **1. CONTRACT TERMS AND CONDITIONS**

This Purchase Order, once accepted by the Vendor by signing and returning the Acknowledgement Document or delivering the goods specified herein, shall form a binding contract between the World Health Organization (WHO) and the Vendor. The contract between the parties is subject exclusively to the terms and conditions detailed below. Any contractual terms and conditions of the Vendor, whether included in the offer, invoices or any other document, are hereby excluded. In the event this Purchase Order contains any provisions which are contrary to the provisions contained in the Vendor's offer, the provisions of this Purchase Order shall take precedence.

##### **2. DELIVERY DATE**

The Delivery Date shall mean the date on which the goods are required to be available at the location indicated in the Purchase Order under "Delivery Terms."

##### **3. PAYMENT TERMS**

- (a) WHO shall, on fulfillment of the Delivery Terms, unless otherwise specified in the Purchase Order, make payment within 30 days of receipt of the Vendor's invoice for the goods and copies of the customary shipping documents specified in the Purchase Order.
- (b) Payment against the invoice referred to above will reflect any discount shown under the payment terms, provided payment is made within the period shown in the payment terms of the Purchase Order.
- (c) Unless authorized by WHO, a separate invoice must be submitted in respect of each Purchase Order. Each invoice shall indicate the identification number of the corresponding Purchase Order.
- (d) The prices shown in the Purchase Order may not be increased, except with the express written agreement of WHO.
- (e) Inspection prior to shipment does not relieve the Vendor from its contractual obligations.
- (f) WHO shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase Order; payment for goods pursuant to the Purchase Order shall not be deemed to constitute acceptance by WHO of the goods.

##### **4. TAX EXEMPTION**

The price shall reflect any tax exemption to which WHO may be entitled by reason of the immunity it enjoys. WHO is, as a general rule, exempt from all direct taxes, custom duties and the like, and the Vendor will consult with WHO so as to avoid the imposition of such charges with respect to this Purchase Order and the goods supplied hereunder. As regards excise duties and other taxes imposed on the sale of goods (e.g. VAT), the Vendor agrees to verify in consultation with WHO whether in the country where the VAT would be payable, WHO is exempt from such VAT at the source, or entitled to claim reimbursement thereof. If WHO is exempt from VAT, this shall be indicated on the invoice, whereas if WHO can claim reimbursement thereof, the Vendor agrees to list such charges on its invoices as a separate item and, to the extent required, cooperate with WHO to enable reimbursement thereof.

##### **5. EXPORT LICENCE**

The Purchase Order is subject to the Vendor obtaining any export licence or other governmental authorization which may be necessary. It will be the responsibility of the Vendor to obtain such licence or authorization, however, WHO will provide such assistance

within its power as the Vendor may reasonably request. In the event of refusal of any necessary export licence or other governmental authorization, the Purchase Order will be cancelled and all claims between the parties automatically waived. For export licence application and Exchange Control purposes, the source of funds or type of account from which payment for this order will be made is named overleaf.

#### 6. RISK OF LOSS, DAMAGE OR DESTRUCTION

Risk of loss or damage to, or destruction of, the goods shall be borne by the Vendor until physical delivery of the goods has been completed in accordance with the Purchase Order.

#### 7. FITNESS OF GOODS/PACKING

The Vendor warrants that the goods, including adequate packaging, conform to the specifications and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Vendor by WHO, and are free from defects in workmanship and materials. The Vendor also warrants that the goods are contained or packaged adequately to protect them.

#### 8. WARRANTY

The Vendor warrants that the use or supply by WHO of the goods delivered under the Purchase Order do not infringe any patent, trade name, trademark or other third party right. In addition, the Vendor shall, pursuant to this warranty, indemnify, defend and hold harmless WHO from any actions or claims brought against WHO pertaining to the alleged infringement of a patent, design, trade name, trademark or other third party right.

#### 9. FORCE MAJEURE

Neither party to the Purchase Order shall be held responsible for delay in the fulfilment thereof due to force majeure, strikes, lock out, war, civil unrest, or other factors outside its control.

#### 10. RIGHTS OF WHO

In case of failure by the Vendor to comply with the terms and conditions of the Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed Delivery Date(s), WHO may, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- (a) Procure all or part of the goods from other sources, in which event WHO may hold the Vendor responsible for any additional cost occasioned thereby;
- (b) Refuse to accept delivery of all or part of the goods; and/or
- (c) Terminate the Purchase Order.

#### 11. INDEMNIFICATION

The Vendor shall indemnify and save harmless WHO, the Government and any other party who receives the goods delivered hereunder from and against all claims, damages, losses, costs and expenses arising out of any injury, sickness or death to persons or any loss of or damage to property, caused by the fault or negligence of the Vendor. WHO shall promptly give notice to the Vendor of any claims, damages, losses, costs and expenses and shall cooperate in a reasonable manner with the Vendor.

#### 12. ASSIGNMENT AND INSOLVENCY

- (a) The Vendor shall not assign, transfer, pledge or make other disposition of this Purchase Order or any part thereof, or any of the Vendor's rights, claims or obligations under this Purchase Order except with the prior written consent of WHO.
- (b) Should the Vendor be adjudicated bankrupt, or be liquidated or become insolvent, or should the Vendor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Vendor, WHO may, without prejudice to any other right or remedy it may have under these General

Terms and Conditions, terminate this Purchase Order forthwith. The Vendor shall immediately inform WHO of the occurrence of any of the above events.

### 13. USE OF WHO NAME AND EMBLEM

Without WHO's prior written approval, the Vendor shall not, in any statement or material of an advertising or promotional nature, refer to this Purchase Order or the Vendor's relationship with WHO, or otherwise use the name (or any abbreviation thereof) and/or emblem of WHO.

### 14. COMPLIANCE WITH WHO CODES AND POLICIES

By entering into this Purchase Order, the Vendor acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, the Vendor shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other natural or legal persons engaged or otherwise utilized in connection with the supply and delivery of the goods under the Purchase Order.

Without limiting the foregoing, the Vendor shall promptly report to WHO, in accordance with the terms of the applicable WHO Policies, any actual or suspected violations of any WHO Policies of which the Vendor becomes aware.

For purposes of the Purchase Order, the term "WHO Policies" means collectively: (i) the WHO Code of Ethics and Professional Conduct; (ii) the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA); (iii) the WHO Policy on Preventing and Addressing Abusive Conduct; (iv) the WHO Code of Conduct for responsible Research; (v) the WHO Policy on Whistleblowing and Protection Against Retaliation; (vi) the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, and (vii) the UN Supplier Code of Conduct, in each case, as amended from time to time and which are publicly available on the WHO website at the following links: <http://www.who.int/about/finances-accountability/procurement/en/> for the UN Supplier Code of Conduct and at <http://www.who.int/about/ethics/en/> for the other WHO Policies.

### 15. ZERO TOLERANCE FOR SEXUAL EXPLOITATION AND ABUSE, SEXUAL HARASSMENT AND OTHER TYPES OF ABUSIVE CONDUCT

WHO has zero tolerance towards sexual exploitation and abuse, sexual harassment and other types of abusive conduct. In this regard, and without limiting any other provisions contained herein, the Vendor warrants that it shall (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA), and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other natural or legal persons engaged or otherwise utilized in connection with the supply and delivery of the goods under the Purchase Order; and (ii) promptly report to WHO and respond to, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the Vendor becomes aware.

### 16. TOBACCO/ARMS RELATED DISCLOSURE STATEMENT

Vendors may be required to disclose relationships they may have with the tobacco and/or arms industry through completion of the WHO Tobacco/Arms Disclosure Statement. In the event WHO requires completion of this Statement, the Vendor undertakes not to permit the goods to be supplied, until WHO has assessed the disclosed information and confirmed to the Vendor in writing that the goods can be supplied.

### 17. ANTI-TERRORISM AND UN SANCTIONS; FRAUD AND CORRUPTION

The Vendor warrants for the entire duration of the Purchase Order that:

- i. it is not and shall not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions

- regime, that it shall not make any payment or provide any other support to any such person or entity and that it shall not enter into any employment or other contractual relationship with any such person or entity;
- ii. it shall not engage in any fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in connection with the execution of the Purchase Order;
  - iii. it shall take all necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices as referred to above in connection with the execution of the Purchase Order; and
  - iv. it shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services (IOS), any credible allegations of actual or suspected fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption of which the Vendor becomes aware and respond to such allegations in an appropriate and timely manner in accordance with its respective rules, regulations, policies and procedures. Furthermore, the Vendor agrees to cooperate with WHO and/or parties authorized by WHO in relation to the response. Relevant information on the nature of any credible allegations of such actual or suspected violations, as well as the details of the intended response and the outcome of any such response, should be communicated and coordinated with WHO, with the understanding that, subject to the terms of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, confidentiality and the due process rights of those involved will be respected.

In the event that any resources, assets and/or funds provided to or acquired by the Vendor under the Purchase Order are found to have been used by the Vendor, its employees or any other natural or legal persons engaged or otherwise utilized for the supply and/or deliver of the goods under the Purchase Order, to finance, support or conduct any terrorist activity or any fraudulent or corrupt practices, the Vendor shall promptly reimburse and indemnify WHO for such resources, assets and/or funds (including any liability arising from such use).

#### 18. BREACH OF ESSENTIAL TERMS

The Vendor acknowledges and agrees that each of the provisions of Paragraphs 14, 15, 16 and 17 hereof constitutes an essential term of the Purchase Order, and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to:

- i. terminate this Purchase Order, and/or any other contract concluded by WHO with the Vendor, immediately upon written notice to the Vendor, without any liability for termination charges or any other liability of any kind; and/or
- ii. exclude the Vendor from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with WHO.

WHO shall be entitled to report any violation of such provisions to WHO's governing bodies, other UN agencies, and/or donors.

#### 19. PUBLICATION OF AGREEMENTS

Subject to considerations of confidentiality, WHO may acknowledge the existence of this Purchase Order to the public and publish and/or otherwise publicly disclose the Vendor's name and country of incorporation, general information with respect to the goods supplied hereunder and the Purchase Order value. Such disclosure will be made in accordance with WHO's Information Disclosure Policy and shall be consistent with the terms of this Purchase Order.

#### 20. AUDIT AND INVESTIGATIONS

WHO may request a financial and operational review or audit of the goods supplied by the Vendor under this Purchase Order, to be conducted by WHO and/or parties authorized by WHO, and the Vendor undertakes to facilitate such review or audit. This review or audit may be carried

out at any time during the period of the supply of the goods under this Purchase Order, or within five years of the supply of the goods. In order to facilitate such financial and operational review or audit, the Vendor shall keep accurate and systematic accounts and records in respect of the goods supplied under this Purchase Order. Similarly, WHO may initiate an investigation into credible allegations of fraud and corruption and other forms of misconduct based on information received in accordance with its respective policies, procedures and rules.

In this context, the Vendor shall make available, without restriction, to WHO and/or parties authorized by WHO:

- i. the Vendor's books, records and systems (including all relevant financial and operational information) relating to this Purchase Order; and
- ii. reasonable access to the Vendor's premises and personnel.

The Vendor shall provide satisfactory explanations to all queries arising in connection with the aforementioned audit and access rights.

WHO may request the Vendor to provide complementary information about the goods supplied under this Purchase Order that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Vendor and related to the goods supplied hereunder.

## 21. SURVIVING PROVISIONS

Those provisions of this Purchase Order that are intended by their nature to survive its expiration or earlier termination shall continue to apply.

## 22. SETTLEMENT OF DISPUTES

Any matter relating to the interpretation or application of this Purchase Order which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of this Purchase Order shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the Rules of Arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

## 23. PRIVILEGES AND IMMUNITIES

Nothing contained in or relating to this Purchase Order shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by WHO and/or as submitting WHO to any national court jurisdiction.

## Invitation to Bid (ITB)

### Annex 4: Information about bidders

Information required
<b>1. Corporate information</b>
Company mission statement ( <i>including profit or not for profit status</i> )
Accreditations
Geographical presence
Logistical Capacity
Storage Capacity
Declared financial statements for the past (3) three years <sup>1</sup>
<b>2. Legal Information</b>
History of Bankruptcy
Pending major lawsuits and litigations in excess of USD 100,000 at risk
Pending Criminal/Civil lawsuits
<b>3. Experience and Reference Contact Information</b>
Relevant Contractual projects (with other UN agencies or Contractors)
<b>4. Proposed sub-contractor arrangements including sub-contractor information</b> (as above, points 1, 2 and 3 for each sub-contractor)

## Invitation to Bid (ITB)

### Annex 5: Self-Declaration form

#### Applicable to private and public companies

**<COMPANY>** (the "Company") hereby declares to the World Health Organization (WHO) that:

- a. it is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning the foregoing matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. it is solvent and in a position to continue doing business for the period stipulated in the contract after contract signature, if awarded a contract by WHO;
- c. it or persons having powers of representation, decision making or control over the Company have not been convicted of an offence concerning their professional conduct by a final judgment;
- d. it or persons having powers of representation, decision making or control over the Company have not been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour, human trafficking or any other illegal activity;
- e. it is in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legislation or regulations of the country in which the Company is established;
- f. it is not subject to an administrative penalty for misrepresenting any information required as a condition of participation in a procurement procedure or failing to supply such information;
- g. it has declared to WHO any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
- h. it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof;
- i. It adheres to the UN Supplier Code of Conduct;
- j. it has zero tolerance for sexual exploitation and abuse, sexual harassment and other types of abusive conduct and has appropriate procedures in place to prevent and respond to sexual exploitation and abuse, sexual harassment and other types of abusive conduct.

The Company understands that a false statement or failure to disclose any relevant information which may impact upon WHO's decision to award a contract may result in the disqualification of the Company from the bidding exercise and/or the withdrawal of any proposal of a contract with WHO. Furthermore, in case a contract has already been awarded, WHO shall be entitled to rescind the contract with immediate effect, in addition to any other remedies which WHO may have by contract or by law.

<b>Entity Name:</b>	[.....]
<b>Mailing Address:</b>	[.....] [.....]

<b>Name and Title of duly authorized representative:</b>	[.....]
<b>Signature:</b>	
<b>Date:</b>	[.....]



## Invitation to Bid (ITB)

### **Annex 6: Confidentiality undertaking**

1. The World Health Organization (WHO), acting through its **Department** of ....., has access to certain information relating to ..... which it considers to be proprietary to itself or to entities collaborating with it (*"the Information"*).
2. WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Invitation to Bid (ITB) provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
  - a) was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
  - b) was in the public domain at the time of disclosure by or for WHO to the Undersigned;
  - c) becomes part of the public domain through no fault of the Undersigned; or
  - d) becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality (as evidenced by written records or other competent proof).
4. The Undersigned further undertakes not to use the Information for any benefit, gain or advantage, including but not limited to trading or having others trading in securities on the Undersigned's behalf, giving trading advice or providing Information to third parties for trade in securities.
5. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
6. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned ITB process.
7. Any dispute arising from or relating to this Undertaking, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event of the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Undersigned and WHO or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, with the rules of arbitration of the International Chamber of Commerce. The Undersigned and WHO shall accept the arbitral award as final.
8. Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

**Acknowledged and Agreed:**

Entity Name:	[.....]
Mailing Address:	[..... .....]
Name and Title of duly authorized representative:	[.....]
Signature:	
Date:	[.....]