



Date: 5th November 2019

Subject: **INVITATION TO BID For Construction of 8 Health Care Units in (NORTH,SOUTH &EAST DARFUR**

The World Health Organization, Sudan Office is seeking offers for the attached list (Annex A) of Health Care Units.

Closing Date:

- Offers should be submitted maximum by Monday 11-November-2019 not later than 12:00 PM.

Submission of Offers:

- Incoterms 2010: indicate the requested incoterm - DAP
- Offers should be received in sealed envelopes before the closing date. They should be delivered to the following address:
 - Tender Box at Reception
 - World Health Organization,
 - P.O Box 2234. Othman Digna Street, Khartoum. Tel: 249-83760404
- Offer must be made in accordance with the instructions contained in this invitation.
- Offers should be submitted on the supplier's headed paper, signed and stamped.
- Offers should be submitted in **USD**. You can contact WHO for more information.
- Any order resulting from this invitation shall contain WHO's General Terms and Conditions (Annex C) and any other specific terms detailed with this invitation.
- Following information must be included in your offer.
 - a. Validity period of the offer
 - b. Delivery Time
 - c. Incoterms
 - d. Currency
 - e. Warranty period
 - f. Country of origin
 - g. Manufacturer brand
 - h. Manufacture date
 - i. Expiry date
 - j. Payment Terms

For further information and/or additional clarification, please e-mail queries to
Email address: hiel@who.int and mohammedmi@who.int

Mr. El Walid Salih
Admin & Finance Officer
World Health Organization

Annex A:

The list of items and quantities :

Please refer to the attached BQ

ANNEX B

NOTES AND INSTRUCTIONS TO BIDDERS

1. Items auditing will take place upon delivery, in case the items are not matching the requirements, specs and the quality identified and checked by WHO, WHO has the right to reject the
2. Complete specifications, conditions, must be provided. Offered specifications should be inline or higher than the minimum requirements indicated in the attached Annex A.
3. Wherever items offered are not exactly in accordance with the specifications set out or wherever alternatives are offered, it is the bidder's responsibility to furnish with their tender full descriptive specifications and illustrations of such items. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
4. Offers should be tax free and exempted from all duties.
5. Offers must be valid for at least 90 days. Validity period to be stated clearly.
6. Manufacturer name and country of origin should be indicated for each quoted item.
7. Items produced in countries other than that of bidder must be indicated stating the country of origin.
8. Delivery Time (in days/weeks). **Please state the earliest delivery date.** Preference would be for the earliest possible delivery.
9. Delay in delivery: In the event that delivery of the goods and services is delayed beyond the mutually agreed upon date, a penalty of 0.5% on the total value of the contract for each day of delay will apply.
10. WHO payment terms are within 30 days from Delivery time and receipt of the shipping documents. For items that requires installation and /or training 20% of the contract total value will be kept and settled upon completion of these activities.
11. Labels on all containers (external and internal/primary and secondary) must be clearly printed/engraved in Arabic and/or English language and indicate all essential data including:
 - a. Full name of the item (s)
 - b. Quantity per package
 - c. Date of manufacture

- d. Model number
 - e. The name and address of the manufacturer
 - f. Instructions for storage
 - g. Precautions
12. Packing must be suitable for the mode of transport indicated in accordance with the best practices, including the special requirement of any dangerous goods or perishables.
 13. WHO reserves the right to have at any time the items inspected, tested for quality assurance and rejected if found not in compliance with the requested specifications. The supplier will bear all related cost of replacing the rejected purchases in case of replacement.
 14. Supplier warrants that the use or supply by EMRO/WHO of the products shall not constitute infringement of any patent, copyright, trade name, or trademark. In accordance therewith, the supplier shall indemnify, defend and hold harmless EMRO/WHO from any action or claim brought against EMRO/WHO pertaining to alleged infringement of a patent, design, trade name or trademark arising from or in connection with the supply or use of such products(s).
 15. Supplier is liable for costs and expenses resulting directly or indirectly from third party delays.
 16. WHO reserves the right to make multiple arrangements for any item or items, where, in the opinion of WHO, the lowest acceptable offer cannot fully meet the requirements, or if it is deemed to be in WHO's interests to do so. Any arrangements under this condition will be made on the basis of quoted prices in second lowest and third lowest acceptable offer which is fully responsive and meeting all requirements. WHO also reserves the right to accept only part of the items and/or quantities quoted for.
 17. WHO reserves the right to accept or reject any or all bids or to annul the bidding process and reject all bids without explanation to the bidders and shall not be liable for any obligations or indemnities to bidders whatsoever. WHO also has the right, if in the interest of the project to negotiate with one or more of the bidders.
 18. WHO reserves the right to have the items inspected and rejected if necessary.
 19. In the event of failure by the vendor to perform under the terms and conditions of the purchase order, including but not limited to obtaining the necessary licenses or making deliveries of all or part of the awarded goods by the agreed delivery date or dates, WHO, after giving the vendor reasonable notice to perform and without prejudice to any other rights or remedies, may exercise one or all 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 excess cost occasioned thereby.
 - b. Refuse to accept delivery of all or part of goods.
 - c. Terminate the purchase order.

20. Arbitration clause:

Any Dispute to the interpretation or applications of this contract shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. Arbitration should be conducted in accordance with the modalities to be agreed between the parties or, in the absence of agreement, with the UN Commission on international Trade Law (UNCITRAL) arbitration Rules in effect on the date of this Agreement. The Parties shall accept the arbitral award as final.

**INCASE OF AWARD, THE ABOVE MENTIONED NOTES AND INSTRUCTIONS WILL BE INTEGRAL PART
OF THE CONTRACT**

**DEVIATION OF THE ABOVE ARE NOT ACCEPTABLE WITHOUT PRIOR
APPROVAL IN WRITING FROM THE WORLD HEALTH ORGANIZATION SUDAN
COUNTRY OFFICE**

ANNEX C

1. ACKNOWLEDGEMENT COPY

Acceptance of a Purchase Order shall form a binding contract with the vendor signing and returning the acknowledgement copy or by the timely delivery of the goods specified. The contract between the parties is subject only to the terms and conditions detailed here below. Any contractual terms and conditions of the contractor, 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 of the contractor's offer, the provisions of this purchase order shall take precedence.

2. DELIVERY DATE

Delivery Date to be understood as the time the goods have to be available at the location indicated under Delivery Terms.

3. PAYMENT TERMS

(a) World Health Organization further referred to as 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 contract.

(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 contract.

(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 by express written agreement of WHO.

(e) Inspection prior to shipment does not relieve the Vendor from his 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 an acceptance 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 contract 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 contract is subject to the obtaining of any export licence or other governmental authorization which may be necessary. It will be the responsibility of the firm to obtain such licence or authorization, but the World Health Organization will do everything in its power to assist. In the event of refusal thereof, the contract will be annulled 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

Risk of loss, injury or destruction to 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

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 the goods.

8. WARRANTY CLAUSE

The Vendor warrants that the use or supply by WHO of the goods offered for sale under the Purchase Order do not infringe any patent, trade name, or trade mark. In addition, the Vendor shall pursuant to this warranty indemnify, defend and hold harmless WHO and the United Nations from any actions or claims brought against WHO or the United Nations pertaining to the alleged infringement of a patent, design, trade name or trade mark arising from the Purchase Order.

9. FORCE MAJEURE

Neither party to the contract shall be held responsible for delay in the fulfillment 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 perform under 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 or dates, 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 excess cost occasioned thereby.
- (b) Refuse to accept delivery of all or part of the goods.
- (c) Terminate the Purchase Order.

11. INDEMNIFICATION

The Vendor shall indemnify and save harmless WHO and the Government who receives the items referred to herein 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 Contract or any part thereof, or any of the Vendor's rights, claims or obligations under this Contract except with the prior written consent of the WHO.
- (b) Should the Vendor be adjudged 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, the WHO may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Vendor shall immediately inform the WHO of the occurrence of any of the above events.

13. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE WHO

The Vendor shall not advertise or otherwise make public the fact that it is a Vendor with the WHO, nor shall the Vendor, in any manner whatsoever use the name, emblem or official seal of the WHO, or any abbreviation of the name of the WHO in connection with its business or otherwise.

14. ARBITRATION

Any controversy or claim arising out of or in connection with the Purchase Order or any breach hereof, shall unless it is settled by direct negotiation, be settled by the UNCITRAL Arbitration Rules as at present in force. The parties to the Contract shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such controversy or claim.

15. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.