

# **INVITATION TO BID**

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**Invitation to Bid (ITB)- for Procurement of UPS, AC ,  
Environmental Sewage Sample Collection Supplies and  
Laboratory Chairs**

Reference No. ETH/PROC/ITB/002/2019

## Invitation to Bid (ITB)

Supply of goods for Non-food items

Procurement Reference No.: ETH/PROC/ITB/002/2019

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The World Health Organization, Ethiopia (hereinafter referred to as WHO) is seeks a reputable Supplier(s) and/or Bidder(s) with proven track record of relevant experience to Supply the following Non-food items

- **Lot I: Uninterruptable Power supply (UPS),**
- **Lot II: Wall Mounted Air Conditioner (AC) & Ventilating fans**
- **Lot III: Environmental Sewage collection supplies & Laboratory Chairs**

Therefore, with this procurement notice, all legally established Suppliers/Bidders are kindly invited to submit bid proposals for the supply of the aforementioned goods.

Interested Bidders for the captioned goods can collect the detailed ITB bid solicitation documents (both Schedule of Requirements & Product Specification; and ITB Bid Standard Document) from the office stated below for free of charge

Both Technical and Financial Proposals shall be submitted on and before **August 14<sup>th</sup> 2019 at 4:00 PM** in the Afternoon @ (UTC+03:00) Addis Ababa/Nairobi Time Zone in the following address;

WHO – Ethiopia Country Office

UNECA Compound, Zambezi Building, Ground Floor, West Wing

Tel. +251 115 53 4777 / 011 553 1550

Interested Bidders Proposals must be expressed in English and shall be valid for a minimum period of **90 days**. It shall remain your responsibility to ensure that your proposal reaches the address above on or before the deadline. Proposals that are received by WHO after the deadline shall not be considered for evaluation. For any clarification, you may forward your request to: [mesfinf@who.int](mailto:mesfinf@who.int) and [fisehaa@who.int](mailto:fisehaa@who.int)

WHO reserves the right to reject any or all bids.

Kindly note the UNECA Security rules requires 24 hours 'advance notice' to be given by visitors. Therefore please call and notify the WHO reception (0115534777) by providing the full name of the person who will be submitting the offer and proposed date of arrival.

## SECTION 1: Bid Particulars

The following specific data shall complement, supplement or amend the provisions in Section 3: Instruction to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section 3: Instructions to Bidders.

	Particulars
Scope of Bid	<p>Procurement of  <b>Uninterruptable Power Supply (UPS 1500VA/ 3000VA).....LOT I</b>  <b>High Mounted AC and Ventilating Fan.....LOT II</b></p> <ul style="list-style-type: none"> <li>It includes Installation, Test and Commissioning service, after sale service and maintenance training</li> </ul> <p><b>Environmental Sewage Sample Collection Supplies &amp; Laboratory Chairs.....LOT III</b></p>
Interpretation of the ITB	This ITB is conducted in accordance with the applicable provisions of WHO and other relevant Organizational Directives
Bidder Eligibility	Only Local suppliers are eligible to participate in this bid
Offer deadline and Protocol	<p><b>Offers must be received no later than 4PM, Addis Ababa, East Africa Standard Time, on 14 August 2019. Late offers will not be considered by WHO.</b></p> <p>Offers must be sent by hand or DHL using sealed with wax envelops to the address below on or before the designated offer receipt date and closing time. Separate envelops shall be used for the Financial and Technical offers. Please indicate the ITB Number on the envelop.</p> <p>World Health Organization (WHO) Ethiopia Office (Reception office)            ECA compound , Zambezi Building            Telephone No. 0115534777            Addis Ababa , Ethiopia</p>
Clarifications and Amendments	Requests for clarification from bidders will not be accepted any later than 4PM EST on 12 August 2019, must be in written and can be submitted to <a href="mailto:mesfin@who.int">mesfin@who.int</a> and <a href="mailto:fisehaa@who.int">fisehaa@who.int</a>
Clarification or Pre-bid Meeting	A Clarification meeting shall not be held
Bid validity period	Bids shall remain valid for acceptance by WHO for 90 days from the Deadline of Bid Submission.

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<b>Partial bids</b>	Alternative bids are not accepted.
<b>Bid Currency(ies)</b>	Prices shall be quoted in <b>ETB (Ethiopian Birr)</b>
<b>Bid Security</b>	Bid security is not required.
<b>Language of bids</b>	All bids, information, documents and correspondence exchanged between WHO and the bidders in relation to this bid process shall be in English.
<b>Opening of Bids</b>	Public bid opening will not be held.
<b>Basis of Award</b>	<p>Lowest Price, Substantially Compliant Offer</p> <p>The bid that is found to be substantially responsive to the technical and financial requirements (technically compliant in relation to the technical specification, and with the lowest price) will be awarded</p> <ul style="list-style-type: none"> <li>• The bid that is found to be meeting or exceeding the technical requirement in the specification, shall be considered substantially responsive/compliant</li> <li>• Choosing the lowest cost offers among the substantially compliant offers</li> </ul> <p>Non-substantially compliant offer will be eliminated from further financial evaluation</p>
<b>Type of Contract to be awarded</b>	WHO will sign the following contract with the awarded bidder(s): Purchase Order
<b>Performance Security</b>	Performance security is not required.
<b>Payment terms</b>	Within 30 days after receipt of the goods/services and on submission of payment documentation
<b>Advance Payment</b>	Advance payment is not allowed.
<b>Liquidated damages</b>	WHO will deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage of 0.3% of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, WHO may terminate the Contract pursuant to the General Conditions of Contract.

## SECTION 2: INTRODUCTION

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### 2.1. 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.

#### 2.1.2. 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 program 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 7,900 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.

### 2.2. Background

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The World Health Organization (WHO) for Ethiopia would like to **purchase UPS, AC and Ventilating fans** including installation, testing, commissioning, after sale service and maintenance training, **Environmental Sewage Sample Collection Supplies and Laboratory chairs**

### 2.3. Objective of the ITB

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The purpose of this Invitation to Bid (ITB) is to enter into a contractual agreement with a successful bidder for the supply of **UPS, AC and Ventilating fans, Environmental Sewage Sample Collection Supplies and Laboratory chairs**

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.

## 2.4 REQUIREMENT

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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.

### 2.4.1 Requirements

**Separate bid document (Technical and Financial Proposal) should be submitted for each LOT and all the requirements listed in this section must be complied by bidders.**

#### 2.4.1.1 Requirements for the Technical proposal of the Bid

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The Technical proposal must be submitted using the Technical proposal sheet (Annex 4). Bidders are expected to submit the following documents as part of the Technical part of their bid:

- **Technical Proposal should be submitted separately for each LOT within sealed envelope or package**
- a copy of their official registration or business license & TIN certification
- Original-Signed and stamped forms (Annex 2, 3, 6 & 7) and other supporting documents, like brochures.....
- A document, which shows similar services performed during the last few years in Ethiopia;

#### 2.4.1.2 Requirements for the Commercial part of the Bid

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The Financial proposal should be submitted by using the financial proposal sheet (Annex 5). It should be submitted within separate sealed envelope or package

The currency of the proposal shall preferably be in Ethiopian Birr (ETB)

Any adjustment or revision to the prices shall only be made effective upon agreement based on written amendment signed by both parties.

The commercial part of the Bid should includes

- Delivery Date
- Delivery Place
- Price Validity, should not be less than 90 days from the deadline of bid submission

## SECTION 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 bid shall include the complete technical and financial proposals (Annexes 4 and 5) and requested supporting documents (Annexes 2,3,6 & 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 must be in written and can be submitted to [mesinf@who.int](mailto:mesinf@who.int) and [fisehaa@who.int](mailto:fisehaa@who.int) no later than 4PM, EST on 12 August 2019.

Questions are mandatorily formulated as follows:

Question #	Reference to ITB LOT # & (paragraph /annex #)	Question text
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WHO will respond in writing through email 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.

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

Offers must be made in accordance with the instructions contained in this ITB. And must be submitted by hand or DHL using sealed with wax envelopes to the party on or before the designated offer receipt date and closing time. Separate envelopes shall be used for the Financial and Technical offers. Please indicate the ITB Number on the envelop.

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

Only those bids submitted in Hard copy by hand, post/DHL will be acceptable by WHO. Under no circumstances shall bids be submitted to WHO by any other means, including, by E-mail

### 3.8. Period of Validity of Bids

The bid must be valid for a period of **90 calendar days** from the deadline of bid submission. 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

Bids must be submitted in hard copy on **[14 August, 2019 no later than 4PM, Addis Ababa, East Africa Standard Time]**.

**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.**

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

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 dates 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.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/2014/February%202014/conduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/2014/February%202014/conduct_english.pdf).

In addition, bidders shall submit a signed Self Declaration form, attached hereto as Annex 6.

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.

## **SECTION 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 , at Ethiopia office.

#### 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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**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.

WHO will examine the bids to determine whether they are complete, properly signed and whether they satisfy the requirements as per section 2.4.1.1 & 2.4.1.2

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

#### 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.

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## SECTION 5: AWARD OF CONTRACT

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### 5.1. Award of Contract

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WHO reserves the right to:

1. Award the contract to a bidder of its choice, even if its bid is not the lowest;
2. 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;
3. 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;
4. 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;
5. 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/ Local Purchase Order

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Within 30 days of receipt of the contract /Local Purchase order, 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**

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.

**SECTION 6: PURCHASE ORDER GENERAL TERMS AND CONDITIONS**

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 under no. 6.1.

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 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 persons engaged by the Vendor to perform any services 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 this Purchase Order, the term "WHO Policies" means collectively: (i) the WHO Code of Ethics and Professional Conduct; (ii) the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; (iii) the WHO Code of Conduct for responsible Research; (iv) the WHO Policy on Whistleblowing and Protection Against Retaliation; and (v) 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 link:

<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

WHO has zero tolerance towards sexual exploitation and abuse. In this regard, and without limiting any other provisions contained herein, the Vendor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response by any of its employees and any other persons engaged by it to perform any services under the Purchase Order; and (ii) promptly report to WHO and respond to, in accordance with the terms of the Policy, any actual or suspected violations of the 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. The Vendor warrants for the entire duration of the Purchase Order that:

#### 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 will 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 will not make any payment or provide any other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;
- (ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Purchase Order; and
- (iii) the Vendor shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Purchase Order.

Any payments used by the Vendor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to WHO without delay.

#### 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:

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- (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

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.

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.



## **SECTION 7 : Technical Specification**

### **LOT I**

**UPS-1500VA,220V Tower**

**&**

**UPS-3000VA,220V Tower**

22th Jun. 2017

Ethiopian Public Health Institute (EPHI), National Polio LAB  
 UPS, AC and Ventilation fan system Specification

**A) UPS Specification**

**1, APC/GE/MGE Smart or Equivalent –UPS 1500VA, 220V  
 Tower Quantity 6**

Output	
Output power capacity	1.35 KWatts / 1.5 kVA
Nominal Output Voltage	220V
Output Voltage Note	Configurable for 220 : 230 or 240 nominal output voltage
Efficiency at Full Load	96.0 %
Output Voltage Distortion	Less than 5% at full load
Output Frequency (sync to mains)	47 - 53 Hz for 50 Hz nominal
Other Output Voltages	220, 240
Topology	Line Interactive
Waveform type	Sine wave
Output Connections	(4) IEC Jumpers (Battery Backup)
(2) IEC 320 C19 (Battery Backup)	(8) IEC 320 C13 (Battery Backup)
Transfer Time	2ms typical : 4ms maximum
Input	
Nominal Input Voltage	208V , 230V
Input frequency	50/60 Hz +/- 3 Hz (auto sensing)
Input Connections	British BS1363A, IEC-320 C20, Schuko CEE 7/EU1-16P
Cord Length	Above 3meters and Schuko type
Input voltage range for main operations	140 - 280V
Run Time	30 minutes – up to 2 hrs.
Expected Life	5 year - 10 Years

**2, APC/GE/MGE Smart or Equivalent –UPS 3000VA, 220V  
Tower Quantity 4**

<b>Output</b>	
<b>Output power capacity</b>	<b>2.7 KWatts</b>
<b>Nominal Output Voltage</b>	<b>220V</b>
<b>Output Voltage Note</b>	<b>Configurable for 220 : 230 or 240 nominal output voltage</b>
<b>Efficiency at Full Load</b>	<b>96.0 %</b>
<b>Output Voltage Distortion</b>	<b>Less than 5% at full load</b>
<b>Output Frequency (sync to mains)</b>	<b>47 - 53 Hz for 50 Hz nominal</b>
<b>Other Output Voltages</b>	<b>220, 240</b>
<b>Topology</b>	<b>Line Interactive</b>
<b>Waveform type</b>	<b>Sine wave</b>
<b>Output Connections</b>	<b>(4) IEC Jumpers (Battery Backup)</b>
<b>(2) IEC 320 C19 (Battery Backup)</b>	<b>(8) IEC 320 C13 (Battery Backup)</b>
<b>Transfer Time</b>	<b>2ms typical : 4ms maximum</b>
<b>Input</b>	
<b>Nominal Input Voltage</b>	<b>208V , 230V</b>
<b>Input frequency</b>	<b>50/60 Hz +/- 3 Hz (auto sensing)</b>
<b>Input Connections</b>	<b>British BS1363A, IEC-320 C20, Schuko CEE 7/EU1-16P</b>
<b>Cord Length</b>	<b>Above 3meters and Schuko type</b>
<b>Input voltage range for main operations</b>	<b>140 - 280V</b>
<b>Run Time</b>	<b>30 minutes – up to 2 hrs</b>
<b>Expected Life</b>	<b>5 year - 10 Years</b>

### 3) Other requirement

- Supply, installation, testing & commissioning of the above designate
- Tender Specific Manufacturer Authorization Form (MAF). MAF will be subjected to authentication. Collaboration shall be also subjected to authentication by the manufacture
- 2-years warranty (Replace or repair) and 1 –years support after acceptance.
- Company prior experience in similar of Supply, installation, configuration, testing and commissioning of the above listed equipment's
- Maintenance training courses for customer employees shall be available by the UPS manufacturer. This training is in addition to the basic operator training conducted as a part of the system start-up.
- The training course shall cover UPS theory, location of subassemblies, safety, battery considerations and UPS operational procedures. The course shall include AC to DC conversion and DC to AC inversion techniques as well as control and metering, Troubleshooting and fault isolation using alarm information and internal self-diagnostics shall be stressed.
- The specified UPS system shall be supplied with one (1) user's manual. Manuals shall include installation drawings and instructions, a functional description of the equipment with block diagrams, safety precautions, illustrations, step-by-step operating procedures, and routine maintenance guidelines.

## **SECTION 7: Technical Specification**

### **LOT II**

**24000 BTU High Wall Mounted Split type AC**

**&**

**Window Mount Ventilating Fan Specification**

**B) Specification of 24000 BTU High Wall Mounted Split type AC**

<b>1) 24000 BTU High Wall Mounted Split type AC, Quantity 4</b>	
<b>MODEL</b>	CARRER/YORK or equivalent
<b>AC Type</b>	Split AC HI Wall Mounted
<b>Cooling Capacity</b>	24,000 BTU
<b>Coverage</b>	180-220 sq ft
<b>Filter Type</b>	Auto Clean
<b>Fan Speed</b>	Air Circulation (High)
<b>Cool Speed</b>	Fast
<b>Air Control</b>	Adjustable Air Flow, Auto Shut Flaps, Double Auto Swing, Up/Down Swing Flaps
<b>Remote Control</b>	Yes
<b>Digital Temperature display</b>	Yes
<b>Timer</b>	Auto
<b>Energy Efficient</b>	High Efficiency
<b>Power supply</b>	220-240V~ 50Hz, single Ph 16 amp
<b>Input Power</b>	3369wat Auto Restart Function, Moisture Removal, Super Quiet, Super Power Saving
<b>Mounting Kit</b>	For outdoor and Indoor Unit metal Brackets
<b>Copper tube</b>	Compatible to the specific AC size Standard roll Copper tube
<b>Compressor type</b>	Rotary
<b>Outdoor unit Dimension(W*D*H)</b>	845x320x700
<b>Refrigerant piping Liquid side/ Gas side</b>	3/8"/5/8"
<b>Thermostat control type</b>	Remote Control
<b>Refrigerant type</b>	R22

## 2) Other requirement

- Supply, installation, testing & commissioning of the above designate
- Tender Specific Manufacturer Authorization Form (MAF). MAF will be subjected to authentication. Collaboration shall be also subjected to authentication by the manufacture
- 2-years warranty (Replace or repair) and 1 –years support after acceptance.
- Company prior experience in similar of Supply, installation, configuration, testing and commissioning of the above listed equipment's
- Maintenance training courses for customer employees shall be available by the UPS manufacturer. This training is in addition to the basic operator training conducted as a part of the system start-up.
- The training course shall cover AC theory, operation, safety, preventive maintenance, curative maintenance and how to charge the gas.
- The specified AC system shall be supplied with one (1) user's manual. Manuals shall include installation drawings and instructions, a functional description of the equipment with block diagrams, safety precautions, illustrations, step-by-step operating procedures, and routine maintenance guidelines.

### C) Window mount ventilating Fan Specification

1) Window mount ventilating Fan, Quantity 4	
Client Requirements	
Model	Vortec or Equivalent
Dimension	29x29x5
Function	exhausts Air
Plastic Blade	5 or 7
Input power	220v/50Hz

## 2) Other requirement

- Supply, installation, testing & commissioning of the above designate
- 2-years warranty (Replace or repair) and 1 –years support after acceptance.
- User's manual. Manuals shall include installation drawings and instructions, a functional description of the equipment with block diagrams, safety precautions, illustrations, step-by-step operating procedures, and routine maintenance guidelines.

# **SECTION 7: Technical Specification**

## **LOT III**

### **Environmental Sewage Sample**

#### **Collection Supplies**

#### **& Laboratory Chairs**

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### Environmental Sewage Collection Supplies and Laboratory Chairs

S/ N	Description	UoM	Qty
1	Bucket (5 Lit Capacity, Iron/Metal)	pcs	6
2	Jerrican (Plastic, white color 1 lit)	pcs	156
3	Jerrican (Plastic, white color 2 lit)	pcs	156
4	Rope (Nylon,8mm Diameter, 10mt each)	meter	120
5	Funnel plastic (with filter , can fit with 1 lit jerrican)	Pcs	36
6	Funnel metal (with filter , can fit with 1 lit jerrican)	Pcs	36
7	Funnel plastic (with filter , can fit with 2 lit jerrican)	Pcs	36
8	Funnel metal (with filter , can fit with 2 lit jerrican)	Pcs	36
9	Cotton Wool (100gm/roll)	gm	60
10	Gloves (Plastic, reusable, Special heavy dty, size XL, 200gm per pc)	pair	12
11	Bleach (Berekina, lit each)	lit	30
12	Gum boots (Plastic, size 43/44)	pair	12
13	Gown /Apron (plastic with long arms)	pcs	24
14	Face Mask (Re-usable)	pcs	24
15	Labelling tape (sticker-white plaster for dressing type)	Roll/pack	12
16	Permanent fine tip marker (pack, 12 each)	pack	12
17	Filmtape for insulting (Roll) sealing parafilm tape	Roll/pack	12
18	Sanitizer	pack	24
19	Zipper bags (plastic and can accommodate 1 lit Jerrican) 50 each pack)	pack	12
20	Zipper bags (plastic and can accommodate 2 lit Jerrican) 50 each pack)	pack	12
21	Zipper bags (plastic for forms) 50 each pack	pack	12
22	Atmospheric Temperature Thermometer	pcs	6
23	Laboratory Chair (see the attached picture)	Pcs	10



## SECTION 8. RETURNABLE BIDDING FORMS (Annexes)

<b>Annex: 1</b>	<b>Bid/No Bid Confirmation Form</b>
<b>Annex: 2</b>	Checklist Form
<b>Annex: 3</b>	Information about bidders
<b>Annex: 4</b>	Technical Proposal
<b>Annex: 5</b>	Commercial Proposal
<b>Annex: 6</b>	Self-Declaration form
<b>Annex: 7</b>	Confidentiality undertaking

## Annex 1: Bid/No Bid Confirmation Form

If after assessing this opportunity you have made the determination not to submit your bid, we would appreciate if you could return this form indicating your reasons for non-participation.

Insert an X where applicable	Description
	<b>YES</b> , we intend to submit a bid.
	<b>NO</b> . We are unable to submit a competitive offer for the requested goods/services at the moment

If you selected NO above, please state the reason(s) below:

Insert an X where applicable	Description
	The requested goods/services are not within our range of supply
	We are unable to submit a competitive offer for the requested products at the moment
	The requested products are not available at the moment
	We cannot meet the requested specifications
	We cannot offer the requested type of packing
	We can only offer FCA prices
	The information provided for quotation purposes is insufficient
	Your ITB is too complicated
	Insufficient time is allowed to prepare a bid
	We cannot meet the delivery requirements
	We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.)
	Sustainability criteria/requirements are too stringent (if applicable)
	We do not export
	We do not sell to the UN
	Your volume is too small and does not meet our order quantity
	Our production capacity is currently full
	We are closed during the holiday season
	We had to give priority to other clients' requests
	We do not sell directly but through distributors
	We have no after-sales service available
	The person handling the bids is away from the office
	Other (please provide reasons):
	We would like to receive future ITBs for this type of goods
	We don't want to receive ITBs for this type of goods

If WHO has questions to the Bidder concerning this NO BID, WHO should contact Mr./Ms.

( \_\_\_\_\_ ), phone ( \_\_\_\_\_ ), email ( \_\_\_\_\_ ), who will be able to assist.

## Annex 2: Bid Checklist Form

Bidders are requested to complete this form and return it as part of their bid submission.

ITB reference no: ETH/PROC/ITB/002/2019

Name of Bidder: \_\_\_\_\_

Submission Date: [\_\_\_\_\_]

**Before submitting your Bid, please ensure compliance with the instructions included in Section I: ITB Particulars,**

Activity	Yes/No/NA	Page # In your bid	If NO provide comment
<b>Have you duly completed all the Returnable Bidding Forms?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Annex 2: Checklist Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Annex 3: Information about bidder	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Annex 4: Technical Proposal	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Annex 5 : Commercial Proposal	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Annex 6: Self-Declaration form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Annex 7: Confidentiality undertaking	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
<b>Have you provided the required documents to establish compliance with the evaluation criteria established in Section III?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Copy of audited financial statements of the	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		

**Invitation to Bid (ITB)**

<b><u>Annex 3 : Information about bidders</u></b>
<b>Information required</b>
<b>1. Corporate information</b>
Company mission statement ( <i>including profit or not for profit status</i> )
Accreditations
Geographical presence
<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 (<i>as above, points 1, 2 and 3 for each sub-contractor</i>)</b>

**Invitation to Bid (ITB)****Annex 4: Technical proposal**

S/N	Offered Specification	Brand Name	Country of Origin	Warranty period	Installation & after sale service
1					



**Invitation to Bid (ITB)**

**Annex 5: Commercial proposal**

<b>S/N</b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price ETB</b>	<b>Total Price ETB</b>
1					
2					
<b>Total Cost Before VAT</b>					
<b>15% VAT</b>					
<b>Total Cost with VAT</b>					

<b>Delivery Date</b>	
<b>Delivery Place</b>	
<b>Price Validity</b>	



**Invitation to Bid (ITB)**

**Annex 6: 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 and has appropriate procedures in place to prevent and respond to sexual exploitation and abuse.

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>Date:</b>	[.....]
<b>Signature:</b>	

**Invitation to Bid (ITB)**

**Annex 7: Confidentiality undertaking**

1. The World Health Organization (WHO), acting through its Department of LPT, has access to certain information relating to Enter Text which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as “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, 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; or
  - b) was in the public domain at the time of disclosure by WHO; or
  - 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 to WHO.
4. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
5. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned ITB process.
6. Any dispute relating to the interpretation or application of this Undertaking 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.

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