



ITB EMRO 11/2016/76

30 November 2016

LSP 11/294

Subject: **INVITATION TO BID FOR THE PURCHASE OF 3 Field Hospitals for Iraq.**

The World Health Organization, the Eastern Mediterranean Regional Office (WHO/EMRO), is seeking offers for attached list of supplies (Annex C), which represents one Field Hospital components, noting that 3 Field Hospitals are required to be installed in Iraq in the North east , south and west of Mosul/Iraq

Each Field Hospital must contain all equipment and hospital supplies in the attached list and to be installed in the required areas in Iraq.

Closing Date:

- Offers should be delivered to below address in **sealed envelopes** latest by 13:00 (GMT) on the 17th December, 2016

World Health Organization (WHO)
Eastern Mediterranean Regional Office (EMRO)
Abdul Razzak El Sanhuri Street-Opposite Children garden
P.O. Box: 7608, Nasr City, Cairo - 11371
EGYPT
Tel.: 002-02-22765126; Fax: 002-02-22765419
Att.: Regional Supply Officer
LSP Logistical Support to Country Programmes
Email: emrgolsp@who.int;

Delivery: Field hospitals are required to be delivered and installed urgently, **within 5 weeks after issuing the PO.**

Queries and clarifications: can be sent to emrgolsp@who.int latest by December 9th 2016.

Submission of Offers:

- Offered price should represent the price of one Field Hospital with all the required supplies and its installation.
- Suppliers should submit their offers with drawings indicating the proposed general arrangements and the passing routes of all the functions of the field hospital and the related dimensions. The construction material of each space should be stated.
- Duration of Warranty must be indicated clearly in the offer.
- The time of delivery of all supplies and its installation should be stated, noting that these Field Hospitals are required for urgent delivery (delivery and installation should be within 5 weeks after receiving the PO).
- Specifications, models, manufacturers and country of origin for all supplies should be stated clearly.
- Offers should be submitted in sealed envelopes on the company's headed paper, signed, and stamped. Offers should include all the requested items in Annex A.
- Within 48 hours from the closure date, bidders are requested to forward their submitted offers by email in Pdf and excel format to emrgolsp@who.int; please ensure that the attachments' size does not exceed 7 megabytes, otherwise, you may send in more than one email.

Selection Criteria:

Priority will be given to offers with lowest price meeting all the required specifications and conditions.

Exclusion Criteria:

Below offers will be excluded:

- Offers which do not cover all required supplies.
- Offered supplies do not meet specifications stated in Annex C.

Orders resulting from this Invitation to Bid will fall under WHO's General Terms and Conditions (Annex B) and any other specific terms detailed in this invitation, (Annex A).

The following information must be included in your offer.

- a. Validity period of the offer.
- b. Delivery and installation time.
- c. Currency.
- d. Period of Warranty.
- e. Country of Origin/Manufacturer name for the offered supplies.

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

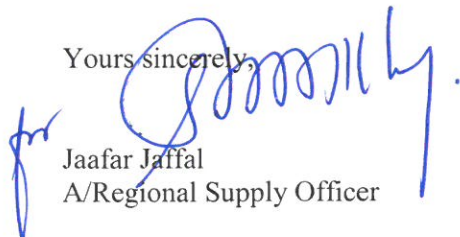
The followings should be provided:

1. Company Profile including:
 - a) Corporate information, services, areas of specialization.
 - b) Relevant experience.
 - c) Geographical presence.
 - d) Relevant Contractual projects (with other UN agencies or Governments)
2. Legal Documents:
 - a. Governmental registration/Licensing.
 - b. Relevant Contractual relationships.
 - c. Pending Criminal/Civil lawsuits.
3. Technical Documents:
 - a. Organizational chart and staff competence
 - b. List and types of clients (past and present) with type of
 - c. service and length of service
 - d. Volume of business with corporate accounts
 - e. International Affiliations
4. Financial Documents:
 - a. Audited financial statements for the last two (2) years.
 - b. History of Bankruptcy

In the event that a contract is awarded, supplier will be requested to provide within 15 days of receipt of the notification of award, a certified bank check or an irrevocable unconditional letter of guarantee valued at 10% of the total awarded contract and valid for six month from the date of the receipt of the PO

- Bidders should sign and comply with the attached UN Code of Conduct.
- Bidders should sign the attached Supplier's Self Declaration Form.

Yours sincerely,


Jaafar Jaffal
A/Regional Supply Officer

ANNEX A
NOTES AND INSTRUCTIONS TO BIDDERS.

1. Complete specifications of each supply.
2. The supplier/manufacturer should have been in active supply operations for at least five continuous years.
3. The supplier/manufacturer should have unblemished supply and financial records.
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. Items produced in countries other than that of the bidder must be indicated stating the country of origin.
7. Delivery Time: Please state the expected delivery date.
8. Delay in delivery: In the event that delivery of 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.
9. As per WHO rules, full payment will be effected by WHO within 30 days from delivery of supplies.
10. 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 specifications of supplies..
11. WHO reserves the right to have at any time the supplies 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.
12. 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).
13. Supplier is liable for costs and expenses resulting directly or indirectly from third party delays.
14. 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.
15. 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.
16. WHO reserves the right to have the supplies inspected and rejected if necessary.
17. 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.

ANNEX C

General Terms and Conditions:

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 and installed by the supplier at the location.

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 license or other governmental authorization which may be necessary. It will be the responsibility of the firm to obtain such license 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 license 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.