

**INVITATION TO BID**  
**FOR THE SUPPLY OF IT Equipment FOR National AIDS Programme in Myanmar**

REFERENCE NO: ITB-2014-34

DATE ISSUED: 1/December/2014

FOR FURTHER INFORMATION, PLEASE CONTACT:

E-MAIL: [bids@unaid.org](mailto:bids@unaid.org)  
(FOR QUERIES ONLY, NO BIDS)

**BID RECEIPT DEADLINE**

**BIDS MUST BE RECEIVED NO LATER THAN:**  
[11 December 2014, 17:00 hours, Myanmar time  
(ref. [www.greenwichmeantime.com](http://www.greenwichmeantime.com))]

**ON SECURE [TechnicalBids@unaid.org](mailto:TechnicalBids@unaid.org) FOR BIDS ONLY:**

**THERE WILL BE NO PUBLIC BID OPENING**  
**BID OPENING REPORT AVAILABLE UPON WRITTEN REQUEST**



The Joint United Nations Programme on HIV/AIDS (UNAIDS) hereby invites suppliers to submit offers for the items described in this Invitation to Bid (hereinafter called the ITB).

Your bid, together with the duly signed and completed solicitation documents, should be submitted in accordance with Paragraph 4 of the attached "Instructions and Guidelines to Bidders". The Bid Receipt deadline indicated in the heading is an absolute deadline. Bids received later will be declared invalid. A bid sent by e-mail may only be sent to the secure bid e-mail [TechnicalBids@unaid.org](mailto:TechnicalBids@unaid.org). Attachments should not exceed 6MB. If files are bigger you should break up the supporting documentation into multiple messages. Bids sent to any other e-mail address will be declared invalid.

All bids are subject to the attached "Instructions and Guidelines to Bidders" and any such specifications, requirements and instructions that are incorporated herein. Failure to observe these requirements and to fully complete and return all sections of the ITB form, including the Comparative Data Table(s), may be grounds for disqualifying the bid or subsequently cancelling a Purchase Order, with prejudice to the seller.

Please acknowledge receipt of this ITB by returning a scanned copy of the **attached form** (page 2), as far in advance of the bid opening date as possible, but no later than **11 December 2014, 17:00 hours, Myanmar time** to [Bids@unaid.org](mailto:Bids@unaid.org), indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the attached form in order for UNAIDS to improve its effectiveness in future invitations.

**Mr. Eamonn Murphy**  
Country Director, UNAIDS Myanmar

Date 1-Dec-14

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**PLEASE COMPLETE THIS PAGE AND RETURN IT  
PRIOR TO BID OPENING, LATEST ON 08/12/2014**

To: Bids@unaids.org

From: \_\_\_\_\_

Date: \_\_\_\_\_

Subject Invitation to bid, UNAIDS reference no.: ITB-2014-34

Please indicate how you learned about this bid (Website, publication, etc.)

- YES, we intend to submit an offer.
- NO, we are unable to submit a bid in response to the above mentioned invitation to bid due to the reason(s) listed below:
  - The requested products 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 invitation to bid is too complicated
  - Insufficient time is allowed to prepare a quotation
  - We cannot meet the delivery requirements
  - We cannot adhere to your terms and conditions (please specify: payment terms, request for performance bond, etc)
  - We do not export
  - 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
  - Others (please specify)
  - We would like to receive future invitations to bid for this type of goods
  - We don't want to receive future invitations to bid for this type of goods

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**BID**

Currency of bid:
Total firm price, CPT UNAIDS Myanmar Office
Freight/shipping charges:
Total firm price: (CPTUNAIDS Myanmar office)

Bidder's unit prices in quoted currency:

Item	Description	Qty.	Unit price (FCA)	Total price (FCA)
1	Desktop computer with Mini Tower form factor - 4th Gen Intel Core i7-4770 3.4GHz Processor - 8GB 1600MHz DDR3 Memory - Minimum of 500 GB (7200 RPM) Hard Drive - Graphic Card with at least 256MB RAM - 16XDVD +/- RW Drive - Internal Audio Speaker - USB Optical Mouse - USB Keyboard - 17 inches LED monitor with Back Light	6		
2	UPS with minimum capacity of 800VA	6		
3	Black and white Laser Printer ( A4-33ppm, 1200x1200dpi, Automatic Duplex, USB Port, Network Port )	6		
4	Toner cartridges for the quoted printer	30		
5	Photo Copier Print / copy / fax at 24 pages per minute Double-sided documents Scan and send to email in colour Document feeder 1200 dpi print resolution Desktop operation - great for small businesses Easy network set-up Energy save & instant recovery	6		
6	Toner for photocopier quoted above	30		
7	Color Laser Printer A4 - Up to 14ppm, Up to 600 x 600dpi, 10/100 Ethernet, USB Port )	6		
8	Toner for the color printer quoted above			
	Black	30		
	Cyan	30		
	Magenta	30		
	Yellow	30		
9	Flat bed Scanner ( 2400 x 4800dpi, Flatbed Scan, USB Port )	6		
10	Projector Brightness - 2800 Lms Contrast Ratio - 15,000 : 1 Lamp Life - 6000 Hrs Projector Resolution - XGA (1024x768)	6		

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11	Timely delivery and installation of the equipment for 6 townships (Nay Pyi Taw, Tachilake, Myawaddy, Mawlamyine, Kawkareik and Hpa-an)			
	Total cost all items (CPT UNAIDS Myanmar office)			

Provide overall shipping weight/volume for the supply:      kg, size of crate/parcel: w      x l      x h

If more than one crate/parcel is required for shipping purposes you should provide the specifics for each in an annex to your bid marked "Shipping Information"

REQUESTED BID VALIDITY PERIOD FROM DATE OF BID RECEIPT: 60 DAYS

**BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB**

PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNAIDS WITHIN THE BID VALIDITY PERIOD STATED ABOVE, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE. SUPPLIERS ARE REQUESTED TO HAVE RELEVANT EQUIPMENT IN STOCK TO ENSURE PROMPT DELIVERY NOT LATER THAN 26 DECEMBER 2014.

<i>Exact name and address of company</i>		
Company name:		_____ <i>Authorized signature</i>
Company address:		
Phone no:	Fax no:	_____ <i>Name and functional title of signatory (type/print)</i>
Contact person:		
Contact person's e-mail:		_____ Web site:

This bid form as well as the Comparative Data Tables, Confirmation that the products are in accordance with specifications and requirements and References, MUST be duly completed and returned with the Bid.

Failure to do so may result in disqualification of your bid.

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## SPECIFICATIONS

### 1.0 GENERAL INFORMATION

- 1.1 In the event of an order, the UNAIDS General Terms and Conditions will apply. The conditions are included in this document.
- 1.2 The goods to be purchased under these specifications are for National AIDS Programme and Township HIV/AIDS Teams in Myanmar for basic office equipment and supplies
- 1.3 Bidders are cautioned to read the specifications carefully, as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Bidders are encouraged to advise UNAIDS, if they disagree.
- 1.4 These specifications are the minimum requirements for the products. Products offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.
- 1.5 Final quantities may be increased or decreased according to the funds allocated. Therefore bidders should indicate any price/quantity restrictions associated with their offer.
- 1.6 UNAIDS reserves the right to purchase either FCA or CPT/CFR, whichever is in its best financial interest.
- 1.7 UNAIDS reserves the right to accept all or part of your offer. UNAIDS will accept partial offers but not partial offers of a given item, i.e. the complete quantity must be offered for each item.
- 1.8 Bidders must complete and submit with their offer an Excel Table with the individual item details.

### 2.0 SPECIFIC REQUIREMENTS

Drafting note: These specific requirements are only examples/suggestions, as the specific requirements vary according to the situation and the product. Remove any requirement that does not apply for the specific case and renumber section. If there are no specific requirements, this section can be deleted and next number changed.

- 2.1 Only genuine or OEM (Original Equipment Manufacturer) spare parts are acceptable..

#### Conditions for Services provided under this ITB

In addition to the General Conditions that apply to all UNAIDS purchase orders, the following conditions will apply for services rendered:

In case of an order, the Vendor shall be acting as an independent contractor. Neither the Vendor nor its employees shall be employees of UNAIDS.

The Vendor shall not have the authority to create any obligation on behalf of UNAIDS and shall not represent itself as an agent, employee or in any other capacity of UNAIDS.

The Vendor shall be responsible for the professional and technical competence of its employees, who shall be expected to respect local customs and conform to a high standard of moral and ethical conduct.

The Vendor shall indemnify and hold harmless UNAIDS, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Vendor or its agents, employees, servants or subcontractors in the execution of the order.

### 3.0 COMPARATIVE DATA

#### Important notice

Bidders are required to complete in a separate file the following information with "Yes", "No" or specific information requested for the items being supplied. Answers such as "see specifications attached", are unacceptable. Your bid may be considered non-compliant unless all questions are answered thoroughly. Bidders are NOT allowed to make any change in the "Our minimum requirements" columns of the comparative data tables below. Such changes might disqualify your bid.

Bidders shall include with their bid any other pertinent information that UNAIDS should know in order to evaluate the bid properly.

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3.1 Item 1: quantity units (6)

Our minimum requirements:	Your offer (Please fill in):
<i>Info on product (description / used for...)</i> Desktop computer with Mini Tower form factor	
<i>Specific technical requirements:</i>	
4th Gen Intel Core i7-4770 3.4GHz Processor	
8GB 1600MHz DDR3 Memory	
Minimum of 500 GB (7200 RPM) Hard Drive	
Graphic Card with at least 256MB RAM	
16XDVD +/- RW Drive	
Internal Audio Speaker	
USB Optical Mouse	
USB Keyboard	
17 inches LED monitor with Back Light	
<i>Delivery in X lots</i>	Yes/No
<i>Packing:</i>	Yes/No
<i>Other requirements, i.e. delivery time, local representation for after sale service etc.</i>	
Name of manufacturer:	

Item 2: quantity units (6)

Our minimum requirements:	Your offer (Please fill in):
<i>Info on product (description / used for...)</i> UPS with minimum capacity of 800VA	
<i>Specific technical requirements</i>	
<i>Specific technical requirements (expand table as needed)</i>	
<i>Delivery in X lots</i>	Yes/No
<i>Packing:</i>	Yes/No
<i>Other requirements, i.e. delivery time, local representation for after sale service etc.</i>	
Name of manufacturer:	

Item 3: quantity units (6)

Our minimum requirements:	Your offer (Please fill in):
<i>Info on product (description / used for...)</i> Black and white Laser Printer	
<i>Specific technical requirements: A4-33ppm, 1200x1200dpi, Automatic Duplex, USB Port, Network Port )</i>	
<i>Specific technical requirements (expand table as needed)</i>	
<i>Delivery in X lots</i>	Yes/No
<i>Packing:</i>	Yes/No
<i>Other requirements, i.e. delivery time, local representation for after sale service etc.</i>	
Name of manufacturer:	

Item 4: quantity units (30)

Our minimum requirements:	Your offer (Please fill in):
<i>Info on product (description / used for...)</i> Toner cartridges for the quoted printer	
<i>Specific technical requirements</i>	
<i>Specific technical requirements (expand table as needed)</i>	
<i>Delivery in X lots</i>	Yes/No
<i>Packing:</i>	Yes/No
<i>Other requirements, i.e. delivery time, local representation for after sale service etc.</i>	
Name of manufacturer:	

Item 5: quantity units (6)

Our minimum requirements:	Your offer (Please fill in):
<i>Info on product (description / used for...)</i> Photo Copier	
<i>Specific technical requirements</i>	
Print / copy / fax at 24 pages per minute	
Double-sided documents	
Scan and send to email in colour	
Document feeder	
1200 dpi print resolution	
Desktop operation - great for small businesses	
Easy network set-up	
Energy save & instant recovery	
<i>Specific technical requirements (expand table as needed)</i>	
<i>Delivery in X lots</i>	Yes/No
<i>Packing:</i>	Yes/No
<i>Other requirements, i.e. delivery time, local representation for after sale service etc.</i>	
Name of manufacturer:	

Item 6: quantity units (30)

Our minimum requirements: Color Laser Printer	Your offer (Please fill in):
<i>Info on product (description / used for...)</i> Toner for photocopier quoted above	
<i>Specific technical requirements</i>	
<i>Specific technical requirements (expand table as needed)</i>	
<i>Delivery in X lots</i>	Yes/No
<i>Packing:</i>	Yes/No
<i>Other requirements, i.e. delivery time, local representation for after sale service etc.</i>	
Name of manufacturer:	

Item 7: quantity units (6)

Our minimum requirements:	Your offer (Please fill in):
<i>Info on product (description / used for...)</i> Color Laser Printer	
<i>Specific technical requirements: A4 - Up to 14ppm, Up to 600 x 600dpi, 10/100 Ethernet, USB Port )</i>	
<i>Specific technical requirements (expand table as needed)</i>	
<i>Delivery in X lots</i>	Yes/No
<i>Packing:</i>	Yes/No
<i>Other requirements, i.e. delivery time, local representation for after sale service etc.</i>	
Name of manufacturer:	

Item 8: quantity units (30 each)

Our minimum requirements: Toner for the color printer quoted above	Your offer (Please fill in):
<i>Info on product (description / used for...)</i>	
<i>Specific technical requirements</i>	
Black	
Cyan	
Magenta	
Yellow	
<i>Specific technical requirements (expand table as needed)</i>	
<i>Delivery in X lots</i>	Yes/No
<i>Packing:</i>	Yes/No
<i>Other requirements, i.e. delivery time, local representation for after sale service etc.</i>	
Name of manufacturer:	

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Item 9: quantity units (6)

Our minimum requirements:	Your offer (Please fill in):
<i>Info on product (description / used for...)</i> Flat bed Scanner	
<i>Specific technical requirements</i>	
<i>Specific technical requirements (expand table as needed)</i>	
<i>Delivery in X lots</i>	Yes/No
<i>Packing:</i>	Yes/No
<i>Other requirements, i.e. delivery time, local representation for after sale service etc.</i>	
Name of manufacturer:	

Item 8: quantity units (6)

Our minimum requirements:	Your offer (Please fill in):
<i>Info on product (description / used for...)</i> Projector	
<i>Specific technical requirements</i>	
Brightness - 2800 Lms	
Contrast Ratio - 15,000 : 1	
Lamp Life - 6000 Hrs	
Projector	
Resolution - XGA (1024x768)	
<i>Specific technical requirements (expand table as needed)</i>	
<i>Delivery in X lots</i>	Yes/No
<i>Packing:</i>	Yes/No
<i>Other requirements, i.e. delivery time, local representation for after sale service etc.</i>	
Name of manufacturer:	

3.2 Item 2: if installation/training is required

Our minimum requirements:	Your offer (Please fill in):
<i>Duration of installation/training services required</i>	_____ person days
<i>Description of installation/training services attached</i>	Yes/No
<i>The price of the services shall be submitted as an all inclusive rate, with the following breakdown (please submit detailed specification in attachment, if necessary)</i>	Fee _____ DSA _____ International travel costs _____ Local travel costs _____ Other _____

4.0 THE PRODUCTS OFFERED ARE IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS

YES  NO   
 ANY DEVIATION MUST BE LISTED BELOW:

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➤ **Important note:** Before submitting your bid, read page 1 carefully: Only above Sections 3 & 4, duly completed, as well as the BID page (page 3) shall be submitted by email or fax. Supportive documentation shall accompany the original hard copy of your Bid.

5.0 REFERENCES:

Kindly provide us with business references that we may contact for further background information on your company:

Name of company:	Contact person:	Telephone:	Fax or email:
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1.			
2.			
3.			
4.			

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## INSTRUCTIONS AND GUIDELINES TO BIDDERS

### 1.0 INVITATION TO BID

- 1.1 **Acknowledgment:** The bidder is requested to acknowledge receipt of the ITB and any amendments thereto to UNAIDS in writing via e-mail and to confirm participation or non-participation.
- 1.2 **Additional Information:** From the date of receipt of this ITB until instructed otherwise, all written or oral communications by the bidder with UNAIDS or any party connected with this procurement activity must be directed exclusively to the e-mail address identified on the face of this ITB. Any information regarding the interpretation of this ITB must be requested in writing and received by
- UNAIDS on or prior to the date specified in the front page This includes, but is not limited to, requests for information pertaining to general, local and site conditions at any location where the goods are to be delivered or used and which may affect their performance or price. Any such information may be furnished to all prospective bidders, as an amendment or otherwise, at the discretion of UNAIDS.
- 1.3 Oral explanations or instructions provided by UNAIDS shall not be binding on UNAIDS except to the extent confirmed in writing by the UNAIDS office that issued this ITB.

### 2.0 PREPARATION OF BID – TECHNICAL AND PROCEDURAL ASPECTS

- 2.1 **INCOTERMS:** The International Chamber of Commerce INCOTERMS 2010 shall apply for this ITB and any resulting Bid.
- 2.2 **General:** The Bidder shall furnish all information required by this ITB. The Bidder or the Bidder's authorized agent shall sign the Bid as indicated in the Offer section of this ITB. Each continuation sheet or attachment shall bear the Bidder's name and any erasures or other changes must be initialed by the person signing the Bid.
- 2.3 **Delivery:** The Bidder shall give a firm CPT delivery date. Actual delivery of the goods and performance of any related services shall be made by the Seller, in accordance with the terms of any resulting Purchase Order as may be issued by UNAIDS.
- 2.4 **Start-up & Commissioning:** When necessary, the Bidder shall include in the Bid a complete, detailed plan for the start-up and commissioning of the equipment at the project site(s).
- 2.5 **Service Facilities:** When applicable, the Bidder must provide the name, address and a description of the local representative responsible for providing after-sales service on the products.
- 2.6 **Training:** When applicable, the Bidder must describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to UNAIDS. Unless otherwise agreed, such training as well as training material should be provided in the language commonly used in the country where the equipment is to be used.
- 2.7 **Spare Parts Availability:** When applicable, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB or in any Purchase Order as may be issued by UNAIDS. 2.8 **Deviations from Specifications:** Deviations from the specifications may be considered only if deemed to be in the best interests of UNAIDS.
- 2.8 **Products from Developing Countries:** Bidders are encouraged to offer products from Developing Countries.
- 2.10 **Errors and Omissions:** The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify UNAIDS accordingly. In case of discrepancy between the unit price indicated in the offer and the unit price calculated from the total quantity, the unit price indicated in the offer shall prevail.
- 2.11 **Material, Labour and Facilities:** No material, labour or facilities will be furnished by UNAIDS or its clients unless specified in the ITB.

### 3.0 PREPARATION OF BID – FINANCIAL ASPECTS

- 3.1 **Bid Validity:** A Bid must remain open for acceptance for at least 30 days from the Bid Opening Date, unless otherwise indicated on the bid form.
- 3.2 **Bid Currency:** Prices shall be quoted in the currency of the Bidder's country or in any freely and fully convertible currency.
- 3.3 **Performance Security:** UNAIDS may require a performance guarantee or similar security.
- 3.4 **Duties and taxes:** UNAIDS is a tax exempt entity. All Bids must be submitted net of any direct taxes or customs duties.
- 3.5 **Remuneration for Preparation of Bid:** No remuneration will be made to Bidders for the preparation and submission of Bids.

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#### 4.0 SUBMISSION OF BIDS

4.1 Address: Your Bid shall be addressed to :

UNAIDS  
Bid opening committee/AST  
Reference: ITB-2014-34  
Email: TechnicalBids@unaid.org

4.3 If you do not intend to submit a bid, it is not necessary to return the documents unless requested to do so. Written advice should be sent to UNAIDS as to whether future invitations for the type of goods covered by this ITB are desired. Failure to comply with the above may result in a company being removed from the vendor list for the type of goods covered by this Invitation.

4.4 Modification to and Withdrawal of Bid: Prior to the Bid Receipt Date, Bids may be modified. Modifications to Bids are to be submitted in the same manner as described above in 4.1. At any time prior to the Bid Opening Date, Bids may be withdrawn by written notice, or in person by the Bidder, or the Bidder's duly authorized representative.

4.5 Late Submission of Bid: Bids and modifications to Bids received after the Bid Receipt Date will not be considered.

4.6 Confidentiality of Bid: If the Bidder wishes to restrict disclosure and/or use of the data included in a Bid for any purpose other than evaluation, a statement to that effect must be included in the Bid. However, no such restrictions shall apply if the Bidder is issued a Purchase Order.

#### 5. EVALUATION OF BIDS

5.1 In the event of a contract award, the contract will be awarded to the Bidder offering the lowest price compliant with all requirements, instructions, specific terms and conditions, as well as general conditions.

5.2 Evaluation of bids will be made on the total cost, delivered to final destination, taking into consideration the possibility of UNAIDS purchasing FOB/FCA and contracting separately for the freight.

5.3 UNAIDS reserves the right to make multiple arrangements for any items(s).

5.4 For comparison and evaluation purposes, UNAIDS will convert the bid amount into USD at the official UN rate of exchange in force at the Closing date of the ITB.

5.5 UNAIDS reserves the right to conduct background checks of Bidders' firms and to reject Bidders not deemed to have the capacity to perform the contract to the satisfaction of UNAIDS.

5.6 Bidders shall permit UNAIDS representatives to access their facilities at any reasonable time to inspect the Bidder's premises.

#### 6. ISSUANCE OF UNAIDS PURCHASE ORDER

6.1 A Purchase Order may be issued to the qualified and responsive Bidder submitting the lowest Bid, due consideration given to the general principles of UNAIDS procurement activities, provided that when the interests of UNAIDS so require, any or all Bids may be rejected.

6.2 UNAIDS utilizes WHO's administrative system including issuance of Purchase Orders. The eventual PO from this procurement process will be issued on WHO head and with WHO standard (general Terms and Conditions).

6.3 Any Purchase Order issued as a result of this ITB will be issued in the Bid Currency offered

6.4 Any Purchase Order issued as a result of this ITB shall be governed by WHO General Conditions effective on the date the Purchase Order is issued. Such a resultant purchase order will be accepted by the Seller signing and returning an acknowledgement copy of the order OR by the Seller's timely delivery of the specified goods, accordingly resulting in the formation of a contract between UNAIDS and the Seller.

#### 7. PAYMENT

7.1 TIME OF PAYMENT: UNAIDS will ordinarily effect payment within 30 days after receipt of payment documentation.

7.2 LETTER OF CREDIT: UNAIDS will not provide Letters of Credit to cover payment obligations.

7.3 ADVANCE PAYMENT: No advanced payment will be made by UNAIDS as part of its payment obligation.

7.4 DISCOUNTS: Time in connection with discounts offered for accelerated payment will be computed from the date of receipt of payment documents by UNAIDS. Payment discounts will not be considered in the financial bid evaluation.

7.5 CURRENCY OF PAYMENT: Payment will be made in the currency in which the Purchase Order is issued.

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## 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 at the location indicated under Delivery Terms.

### 3. PAYMENT TERMS

(a) World Health Organization further referred to as WHO shall, on fulfilment 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

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, as well as specialized agencies, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes WHO to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to WHO. Payment of such corrected invoiced amount shall constitute full payment by WHO. In the event any taxing authority refuses to recognize the exemption status from such taxes, the Vendor shall immediately consult with WHO to determine a mutually acceptable procedure.

### 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 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 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.