



Invitation to Bid: ITB-2013-15
Long Term Agreement (LTA) for
Printing of UNAIDS publications in A4 Format
for a two years period

Table of Contents

1.	INTRODUCTION	3
2.	ITB DETAILS	3
	2.1 Key requirements.....	3
	2.2 Reporting requirements.....	5
	2.3 Finance and accounting requirements.....	5
	2.4 Performance monitoring.....	5
3.	RESPONSE FROM BIDDER.....	6
3.1	Bidding process.....	6
3.2	Selection criteria.....	7
3.3	Content of the proposal.....	8
3.3a	Sealing and Marking of Bids (hard copies).....	8
3.3b	Electronic Submissions	9
3.4	Deadline for Submission of Proposal and Late Proposals	9
3.5	Bid Currency and Prices.....	9
3.6	Validity of Bid.....	10
4.	OPENING AND EVALUATION OF PROPOSALS	11
4.1	Opening of Proposals.....	11
4.2	Clarification of Bids	11
4.3	Preliminary examination of Proposals.....	11
	AWARD OF CONTRACT	12
4.4	Award Criteria	12
4.5	Right to Vary Requirements at Time of Award	13
4.6	Signing of the contract	13
5.	UNAIDS TERMS AND CONDITIONS.....	15

1. INTRODUCTION

UNAIDS, the Joint United Nations Programme on HIV/AIDS, is an innovative joint venture of the United Nations system, bringing together the efforts and resources of ten UN system organizations in the AIDS response to help the world prevent new HIV infections, care for people living with HIV, and mitigate the impact of the epidemic. These organizations, called “UNAIDS Cosponsors” are UNHCR, UNICEF, WFP, UNDP, UNFPA, UNODC, UN Women, ILO, UNESCO, WHO and the World Bank.

For further information on UNAIDS, please refer to the UNAIDS web site at www.unaids.org.

2. ITB DETAILS

The purpose of this ITB is to select suitable printer(s) and establish Long Term Agreement (LTA) with successful bidders for the production of UNAIDS Publications in A4 format, the LTA will be issued for a period of two years. One extension for additional two years might be awarded depending on performance and unchanged price conditions.

UNAIDS placed a total of 62 purchase orders for printing worth USD 494.000 in 2010, and 111 purchase orders worth USD 341.304 in 2011. UNAIDS, however, does not guarantee the volume indicated since it is dependent on internal needs and demands.

UNAIDS 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 UNAIDS requirements, while ensuring a high level of service.

For more information about UNAIDS please consult our website www.unaids.org.

2.1 Key requirements

The LTAs to be established cover all of those UNAIDS publications which fall within the following criteria, on the basis of the Bids received it is expected that UNAIDS will select one or two printers (three at the most) under a LTA to produce all of their publications which fall in to this category commencing in 2013 after signature of LTA for the duration specified above.

- Format:** A4 (21 x 29.7 cms, portrait/upright, binding on the long edge).
- Covers:** 4 colour process (CMYK) plus machine varnish one side, black printing on reverse. Plate's change 4/1 colour recto verso for covers.
- Text:** 4 colour process (CMYK) printing - Plates change 4 colours recto verso per 16 pages per language.
- Paper:** UNAIDS will require that these publications are printed on **ERA Pure or equivalent** (PSM - for agents see <http://www.psm-sa.fr/Partenaires.html> - also marketed as Inapa Oxygen offset in some markets). This is a high-white, uncoated wood-free offset paper manufactured from 100% recycled fibres. Certified for use with the FSC Recycled logo.
- Quantity:** 500 copies
1,000 copies,
2,000 copies,
3,000 copies,
4,000 copies,
5,000 copies,
6,000 copies,
7,000 copies,

8,000 copies,
9,000 copies,
+/- 100 copies.

Number of Pages:

Saddle-stitched binding

16 pages plus cover
20 pages plus cover
24 pages plus cover
28 pages plus cover
32 pages plus cover
36 pages plus cover
40 pages plus cover
44 pages plus cover
48 pages plus cover
52 pages plus cover
56 pages plus cover
60 pages plus cover
64 pages plus cover

Square-back binding

68 pages plus cover
72 pages plus cover
76 pages plus cover
80 pages plus cover
84 pages plus cover
88 pages plus cover
92 pages plus cover
96 pages plus cover
100 pages plus cover
104 pages plus cover
108 pages plus cover
112 pages plus cover
116 pages plus cover
120 pages plus cover
124 pages plus cover
128 pages plus cover
+ 4 pages extra

Binding: Up to 64 pages of text plus cover: Saddle-stitched (two wire staples through spine fold)

From 68 pages of text plus cover: Perfect binding - hot glued, square back binding (with printed spine)

Proofs: 1st proof, our preference is for one set of 300 dpi laser proofs (colour) of cover and text. If a hard copy proof is not possible, provide a Contract quality PDF via FTP or e-mail.

2nd proof if required, our preference is for one set of 300 dpi laser proofs (colour) of cover and text. If a hard copy proof is not possible, provide a Contract quality PDF via FTP or e-mail.

3rd proof if required, our preference is for one set of 300 dpi laser proofs (colour) of cover and text. If a hard copy proof is not possible, provide a Contract quality PDF via FTP or e-mail.

Shipping

Include in your prices sufficient cost allowance to cover all freight, insurance and shipping costs from your factory to our storage facility at SDV - Express Services, Agence UX CDG, Aéroport de Roissy Charles De Gaulle FRANCE.

Shipping shall be under DDU Incoterms. The shipping costs must reflect the means of transport in your stated shipping time.

The orders should be shipped in boxes of 10kg maximum.

Each box should have a label with the name of the publication, the Job Code Number, the number of copies and the printer's name. The labels' color should be Pink. Each palette should be identified by a label with the name of the publication, the Job Code Number, the language, the number of copies and the printer's name

Electronic Copies

Provision of electronic copies of the publication in its final form, via e-mail, CD-ROM or uploaded onto a dedicated FTP site and in two versions, 1) a low resolution PDF for web use, where all of the pages, including covers are assembled in the exact sequence that the book would be read. 2) A high resolution PDF containing trim marks, bleeds, register marks etc, in other words ready for use by another printer.

2.2 Reporting requirements

UNAIDS will require for each completed job a detailed invoice with details about units printed and the submission of the electronic copies prior to payment processing.

Every year the supplier should send to the Printing Coordinator a summary of all orders placed under their LTA and the total amount paid for each order for the purposes of contract monitoring

2.3 Finance and accounting requirements

The service provider will be responsible for the submission of timely and accurate invoices indicating specific Job Code (JC), title of the document, rate(s) applied and total amount exclusive of VAT. Invoices should be prepared on a monthly basis.

2.4 Performance monitoring

The Printing Coordinator will monitor the quality of work, together with timeliness of services and accuracy of invoicing.

3. RESPONSE FROM BIDDER

3.1 Bidding process

Please acknowledge receipt of this ITB by returning the Acknowledgement Form by 27-September-2013 to email address: bids@unaids.org, indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the form in order for UNAIDS to improve its effectiveness in future invitations.

The final proposal must be sent by e-mail and in English to the following address:
Email: TechnicalBids@unaids.org Subject: ITB-2013-15

In addition, vendors not contracted in past by UNAIDS must submit a physical sample of previous work printed by their company within the deadline established below: UNAIDS address: 20 Avenue Appia, 1211 Geneva, Switzerland. Attn. Bids Opening Committee ITB-2013-15

Proposals must be received no later than 14-October-2013 at 17:00 hours.

Late submissions will not be accepted.

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

The bidder shall bear all costs associated with the preparation and submission of the Proposal including but not limited to the possible cost of discussing the proposal with UNAIDS, negotiating a contract and any related travel. UNAIDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

Proposals must offer services for the total requirement. Proposals offering only part of the requirement may be rejected. The bidder is expected to examine all instructions, forms, terms and specifications contained in this ITB. Failure to comply with these instructions, forms, terms and specifications, will be at the bidder's risk and may affect the evaluation of the Proposal.

No Proposal may be modified after the closing date for submission of Proposals, unless UNAIDS has issued an amendment to the ITB allowing such modifications.

UNAIDS may, at its discretion, extend the deadline for the submission of proposals or revise the terms of reference, by issuing a modification to this solicitation.

UNAIDS may award one or more contracts resulting from this ITB to the responsible bidders(s) whose proposal(s) conforming to this ITB offers the greatest value in terms of the selection criteria. UNAIDS may (a) reject any or all proposals, (b) accept other than the lowest cost proposal, (c) accept more than one proposal, (d) accept an alternate proposal, and/or (e) waive informalities and minor irregularities in proposals received.

UNAIDS may award one or more contracts on the basis of initial proposals received, without discussions or negotiations. Therefore, each initial proposal should contain the bidder's best terms from a cost and technical standpoint.

Bidders are requested to hold their proposal valid for 90 days from the deadline for submission. UNAIDS will make its best effort to select a firm/institution within this period. In exceptional circumstances, UNAIDS 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 Proposal

This document and any annexes shall not be construed as a contract or a commitment of any kind. This request for quote in no way obligates UNAIDS to award a contract, nor does it commit UNAIDS to pay any cost incurred in the preparation of the proposal.

A prospective bidder requiring any clarification on technical or contractual matters may notify UNAIDS via email at the following address:

- **Email for submissions of all queries:** Bids@unaids.org
- **Subject:** ITB-2013-15

UNAIDS will respond in writing to any request for clarification of the ITB that it receives not later than **4-October-2013** through a consolidated document of UNAIDS's response to all questions (including an explanation of the query but without identifying the source of enquiry) which will be posted in UNAIDS website and will be sent to all prospective bidders who have received the ITB

UNAIDS may - at its sole discretion - invite selected bidders to make a presentation to or discuss aspects of their proposal with UNAIDS. There shall be no individual presentation by or meeting with bidders until after the closing date. There should be no contact with UNAIDS officials concerning the ITB process for the project, from the date of issue of this ITB to the final selection, (other than through the above-mentioned submission of queries and/or through a possible presentation or meeting called for by UNAIDS).

UNAIDS may, at any time before or after 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 project scope or requirements, or project timeline expectations.

All prospective bidders that have received the ITB and those that announce their intention to bid will be notified in writing of all amendments to the ITB and will, where applicable, be invited to amend their proposal accordingly.

3.2 Selection criteria

UNAIDS attaches particular importance to the following criteria:

- Demonstrated ability of the bidder to perform the services
- Demonstrated ability to comply with critical provisions such as execution of the contract by honoring the tax-free status of the UN.
- Pricing conditions

UNAIDS will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order

Please note that UNAIDS may use information other than that provided by the bidder in its evaluation, including, but not limited to, experience gained in other UN organizations. UNAIDS is not obliged to disclose such information to bidders.

Please note that UNAIDS is not bound to select any of the firms / institutions submitting proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to UNAIDS's general principles, including economy and efficiency. UNAIDS does not bind itself in any way to select the firm / institution offering the lowest price. Also see sections below.

UNAIDS reserves the right to

- Award the Contract to a Vendor of its choice, even if its bid is not the lowest
- Award separate Contracts for parts of the work, components or items, to one or more Vendors of its choice, even if their bids are not the lowest
- Accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected

bidders and without any obligation to inform the affected bidder or bidders of the grounds for UNAIDS's action.

- Award the Contract on the basis of the Organization's particular objectives
- Not award any Contract at all

UNAIDS 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 Proposal(s), the price quoted in such Proposal(s) and/or the deletion of certain parts of the work, components or items called for under this ITB.

UNAIDS has the right to eliminate bids for technical or other reasons throughout the evaluation process. There is no obligation by UNAIDS to reveal, or discuss with any Vendor, how a Proposal was assessed, or to provide any other information relative to the evaluation process or to state the reasons for elimination to the bidder.

UNAIDS reserves the right at the time of award of contract to modify the scope of services and goods specified in the ITB without any change in base

NOTE: UNAIDS is **acting in good faith** by issuing this ITB. However, this document does not obligate UNAIDS to contract for the supply of any products or services.

3.3 Content of the proposal

A Bid shall consist of a single envelope with two components: the Technical and the Financial Components.

The Technical Component will contain the Company Profile, the competency of the company, the technical specifications for the printed products and, in the case of new suppliers to UNAIDS, paper samples and 3 samples of similar publications to the requirements in this ITB.

The Financial Component will contain the price information and shall be submitted in the excel format provided for this purpose.

Proposals shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal. Every page of the Proposals, including samples, dummies and documentation, Excel spread sheets etc. should be stamped, identified or marked with the name of the bidding company.

3.3a Sealing and Marking of Bids (hard copies)

When submitting in hard copies, the Bidder shall prepare one set of the technical and financial component, and sent it by registered mail or by special courier service in a sealed envelope to:

Bids Opening Committee
Planning, Finance and Accountability (PFA)
The Joint United Nations Programme on HIV/AIDS
20 Avenue Appia,
CH-1211 Geneva 27
Switzerland

The outer envelope must be clearly marked with the following:

**UNAIDS
INVITATION TO BID
ITB REFERENCE: ITB-2013-15**

The Financial proposal must be submitted in Excel, and may be enclosed, saved as a CD-ROM or other electronic support, with a hard copy print out, or may be sent electronically by e-mail, in which case the rules of electronic submission apply.



If the outer envelope is not sealed and/or marked as required, UNAIDS shall assume no responsibility for the Bid's misplacement or premature opening.

3.3b Electronic Submissions

Please note the following guidelines for **electronic submissions**:

Bidders shall make clear reference to the specific proposal in the subject field as instructed, otherwise proposals may be rejected. Clearly specify in the subject:

ITB-2013-15 Bid from <Company Name>

The proposal shall be submitted to TechnicalBids@unaids.org

Proposals received at the TechnicalBids@unaids.org mailbox are kept undisclosed and shall not be opened before the scheduled opening date.

E-mail submission shall not exceed **10 MB**. It is recommended that all the proposal documents are consolidated into as few attachments as possible which shall be in commonly used file formats.

Where the technical details are in large electronic files, it is recommended that these shall be sent separately before the deadline.

Please note that we must receive, in the case of new suppliers to UNAIDS, paper samples and 3 samples of similar publications to the requirements in this ITB by post or courier service.

It shall be the Bidder's responsibility to ensure that Proposals sent by e-mail are received by the deadline.

Bidders shall not receive responses to questions sent to TechnicalBids@unaids.org since they are secure mailboxes.

3.4 Deadline for Submission of Proposal and Late Proposals

Bids must be delivered to the office **on or before 14-October-2013 at 17:00hrs. Geneva time.**

UNAIDS may, under special and exceptional circumstances, extend this deadline for the submission of the Bids and such changes shall be notified to all Bidders before the expiration of the original period.

Any Proposal received by UNAIDS after the Deadline for Submission of Proposals shall be rejected.

UNAIDS shall not be legally responsible for Proposals that arrive late due to the Bidder's problems with transmission of Proposal submissions via e-mail and/or with the courier company.

3.5 Bid Currency and Prices

All prices shall be quoted only in the currency of the country where the bidder is legally established or in US dollars (USD) if payments in this currency are allowed by the local legislation. For the purposes of comparison only, UNAIDS will convert all bids to its USD equivalent using the UN Exchange Rate valid on the closing date of the RFP. The Bidder shall indicate on the appropriate Price Schedule the prices for each and every variant of the goods it will be requested to supply under the contract.

Bidders shall include air, sea, truck and/or other transportation costs under CIP Incoterms 2012, by reliable freight forwarders to include delivery to the UNAIDS storage facility at SDV - Express Services, Agence UX CDG, Aéroport de Roissy Charles De Gaulle FRANCE.

3.6 Validity of Bid

The prices of the Proposal shall be valid for the duration of the agreement, as specified by UNAIDS. A proposal valid for a shorter period shall be rejected by UNAIDS on the grounds that it is non-responsive.

4. OPENING AND EVALUATION OF PROPOSALS

4.1 Opening of Proposals

UNAIDS shall open all Proposals in the presence of two witnesses.

The Bidders' names and their Technical Proposals shall be announced at the bid opening.

Proposals that are not opened and read out at the proposal opening shall not be considered further for evaluation, irrespective of the circumstances.

4.2 Clarification of Bids

To assist in the examination, evaluation and comparison of Bids, UNAIDS may ask Bidders for clarification of their Proposals. The request for clarification and the response shall be in writing by UNAIDS and no change in price or substance of the proposal shall be sought, offered or permitted.

4.3 Preliminary examination of Proposals

UNAIDS shall examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents are properly signed and whether the proposals are generally in order.

Arithmetical errors shall be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its proposal shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

Prior to the detailed evaluation, the Buyer will determine the substantial responsiveness of each Proposal to the ITB. For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the ITB without material deviations. The Buyer's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Buyer and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

AWARD OF CONTRACT

4.4 Award Criteria

The Proposals are evaluated in a two-stage procedure where the Technical and Financial components are evaluated separately. The Technical component will be evaluated by confirming the requirements below with the supporting documentations sent by the bidder based on the Requirements Criteria.

Topic number	Topic Description	Criteria	Meets the Criteria (Yes/No)	Supporting documents/ information
1	Company profile	Do you have 10 years' experience in printing? Do you have Offset equipment?		Please provide a short presentation of your company with samples
2	Extensive expertise in printing	Do you have experience working for international organization or large corporate entities? Do you have at least 8 colours printer's machine? Do you have capacity for doing binding and shipping on site? or Do you outsource above function? Could you work in Indesign CS6?		Please provide at least details of three relevant clients who would be prepared to give a reference to UNAIDS concerning their experience with the Vendor. Please provide your printing and binding equipment' list.
3	Financial situation	Do you have currently litigation or dispute with clients? Do you have any pending litigation or dispute with regulatory bodies and authorities?		Please provide your financial statement for the last 3 years.

4	Technical approach	Are you able to print and ready to ship advance copies (maximum 100 copies) in 4 days after approval of printers' proof?		Please confirm and provide technical approach, methodology that will be deployed to the project. Work plan/time scales.
5	Quality and Environmental Certifications Attained.	Are you FSC certified? Are you ISO 14001 Certified?		Please confirm and provide certifications.
7	Shipping	All shipments must be delivered no more than 1 week (7 calendar days) after dispatch to SDV in Paris. Can your company arrange delivery within this timeframe?		Please confirm the shipping time in days (regular and express shipping) and shipping arrangements proposed.

Only bidders who comply with all requirements will be considered for price evaluation

The award of the Contract(s) will then be made to the Bidder(s) with the lowest financial offer.

UNAIDS reserves the right to invite selected Bidders to adjust any prices in the Excel cells of the Financial Proposal which appear to fall outside of expected values.

UNAIDS reserves the right to reject any Proposal if the Bidder has previously failed to perform properly or complete on time in accordance with contracts or if the Bidder in UNAIDS perspective is not in a position to perform the contract.

UNAIDS reserves the right to annul the solicitation process and reject all Proposals at any time prior to award of the contract without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the Buyer's action.

A Proposal that is rejected by UNAIDS may not be made responsive by the Bidder by correction of the non-conformity. A responsive proposal is defined as one which conforms to all the terms and conditions of the UNAIDS Proposal solicitation documents without material deviations. UNAIDS shall determine the responsiveness of each Bid with the UNAIDS Proposal solicitation documents.

The Bidders waive all rights to appeal against the decision made by UNAIDS.

4.5 Right to Vary Requirements at Time of Award

UNAIDS reserves the right at the time of award of contract to vary the amount of services and goods specified in the RFP without any change in price or other terms and conditions.

4.6 Signing of the contract

UNAIDS shall send the successful Bidder a contract letter, which constitutes the Notification of Award.

The successful Bidder(s) shall sign and date the contract letter, and return it to UNAIDS within 5 days of receipt.



After receipt of the contract letter, the successful Bidder(s) shall receive a Long Term Agreement (LTA) confirming the terms proposed for the period of the LTA. Only after signing the LTA will UNAIDS issue individual purchase orders to order specific jobs from the supplier.

5. UNAIDS TERMS AND CONDITIONS

The following general conditions shall apply to any eventual contract. No other deemed conditions shall apply. (WHO will issue the Purchase Order on behalf of UNAIDS)

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.