

Request for Quotation (RFQ)

Title	To procure HIV RNA viral load cartridge for the pilot project of integration of HCV and HIV viral load testing using existing GeneXpert system in Nam Tu Liem District Health Center and Can Tho CDC	RFQ Ref. No.	No. 007
Published Date	9 August 2024	Closing Date & Time	17:00, 23 August 2024, Viet Nam time
Contact	wpvnmuhc@who.int		

1. Requirements

The World Health Organization (WHO) is seeking offers for HIV RNA viral load cartridge. Your company is invited to submit a proposal for the attached item list in response to this Request for Quotation (RFQ).

- Your offer should comply with the attached specifications.
- Variations from initial specifications must be precisely indicated.
- Delivery within 2 weeks after signing contract
- Please read carefully and comply with all points, otherwise your offer may be disqualified.

2. Proposal

Your quotation should contain and state:

- Acceptance of WHO General Purchasing Conditions (attached)
- Self-Declaration Form (attached)
- Delivery time is within 2 weeks after signing contract, gross weight (in kilograms) and volume (in cubic meter)
- Country of origin (country of manufacturer)
- Warranty
- Net prices valid for a minimum of [six months] from the date of offer, inclusive of delivery cost to end users and VAT
- Unit cost is in local currency (VND)
- Authorization Certificate for Distribution of the respective product in Viet Nam from Manufacturer

The proposal shall be submitted to WHO no later than **[23 August 2024]** at **17:00 hours Viet Nam time** ("the closing date"), at the WHO Office, 304 Kim Ma, Hanoi or by email to **wpvnmuhc@who.int**.

Each proposal shall be marked Ref: **No. 007** and be signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFQ.

A. Delivery details (if known)

Address Consignee:

1. Nam Tu Liem District Health Center. 3 Huy Du street, Nam Tu Liem District, Ha Noi, Viet Nam
2. Can Tho CDC. 400 Nguyen Van Cu, An Binh, Ninh Kieu. Can Tho

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B. Specifications:					
No	Items	Technical Specification	Unit	Quantity	
				NTLiem	Can Tho
1	HIV-1 RNA viral load cartridge	HIV Viral load Assay using GeneXpert - Point of Care system for the detection and quantification of HIV-1 RNA in human plasma. Cartridges should be provided with integration of all required components including instructions for use. Self-life is minimum 24 months. Pre-qualified by WHO. The supplier must provide Authorization Certificate for Distribution of the respective product in Viet Nam from the Manufacturer Delivery within 2 weeks after signing contract	cartridge	1,000	650

C. Additional information	
C.1 Special order requirements	
Preferred mode of shipment: ROAD <input checked="" type="checkbox"/> AIR <input type="checkbox"/> SEA <input type="checkbox"/>	
INCOTERMS: NA	
Special import or export and shipping requirements (chamberized Certificates of Origin, temperature etc): NA	
Customized packaging/printing for the order (please describe): NA	
C.2 Procurement purpose (please check box that apply)	
Emergency <input type="checkbox"/> Pre-positioning <input type="checkbox"/> Other <input checked="" type="checkbox"/>	
C.3 Distribution plan availability	
(if yes, please check box) <input checked="" type="checkbox"/>	

WHO Payment terms are:

- For the Goods: 30 (thirty) days from date of invoice
- For installation and training: 30 (thirty) days from date of invoice after reception of confirmation from End User.

We look forward to receiving your response to this RFQ.

kim phuong
Yours sincerely,
for Mrs Nguyen Thuc Anh
Administrative Officer
World Health Organization
UN Building, 304 Kim Ma Street,
Hanoi, Viet Nam

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Each proposal shall be marked Ref: **No. 007** and be signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFQ.

WHO may, at its own discretion, extend the closing date for the submission of proposals by notifying all bidders thereof in writing.

Any proposal received by WHO after the closing date for submission of proposals may be rejected.

The offer outlined in the proposal must be valid for a minimum period of 90 calendar days after the closing date. A proposal 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 proposal.

The bidder may withdraw its proposal any time after the proposal's submission and before the above mentioned closing date, provided that written notice of the withdrawal is received by WHO via by email as provided above, before the closing date.

No proposal may be modified after its submission, unless WHO has issued an amendment to the RFQ allowing such modifications.

No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal (subject always to the minimum period of validity referred to above).

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 RFQ by written amendment. Amendments could, *inter alia*, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission.

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

3. Evaluation

Before conducting the technical and financial evaluation of the proposals it has received, WHO will perform a preliminary examination of these 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. Proposals which are not in order as aforesaid may be rejected.

Please note that WHO is not bound to select any bidder and may reject all 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 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 may, at its discretion, ask any bidder for clarification of any part of its proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

4. Award

WHO reserves the right to:

- a) Award the contract to a bidder of its choice, even if its bid is not the lowest;
- b) 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;
- c) 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 bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for WHO's action;
- d) Award the contract on the basis of the Organization's particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
- e) 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 obliged to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relating 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 RFQ. However, this document does not oblige WHO to contract for the performance of any work, nor for the supply of any products or services.

At any time during the evaluation/selection process, WHO reserves the right to modify the scope of the work, services and/or goods called for under this RFQ. WHO shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

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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 work, services and/or goods called for under this RFQ without any change in the base price or other terms and conditions offered by the selected bidder.

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 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 RFQ.

Within 30 days of receipt of the contract, the successful bidder shall sign and date the contract provided to it by WHO, 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.

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, and should submit a signed Self-Declaration Form (see attached).

WHO reserves the right to publish (e.g. on the procurement page of its internet site) or otherwise make public the contractor's name and address, information regarding the contract, including a description of the goods or services provided under the contract and the contract value.

Any and all of the contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the contract, i.e., regardless of whether such conditions are included in the contractor's offer, or printed or referred to on the contractor's letterhead, invoices and/or other material, documentation or communications.

Annex 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

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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

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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 the Contract, 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 policy on Preventing and Addressing Abusive Conduct; (iv) the WHO Code of Conduct for responsible Research; (v) the WHO Policy on Whistleblowing and Protection Against Retaliation; and (vi) 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 links: <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.

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

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(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:

- (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

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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.

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Annex 2: Self- Declaration Form - No. 007

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.

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.

Entity Name:
Mailing Address:
Name and Title of duly authorized representative:
Signature:	
Date: