Subject: Invitation to Bid: Accommodation and Meeting Package, 4 July – 19 September 2022, Jakarta

INVITATION TO BID No. ITB 093-2022 for Accommodation and Meeting Package

PLEASE READ ALL PAGES CAREFULLY AND COMPLY WITH ALL POINTS, FAILING WHAT YOUR OFFER WILL NOT BE CONSIDERED

CLOSING DATE: (TUESDAY 21 JUNE 2022, 10:00 HRS, Jakarta time)

SUBMISSION METHOD

SUBMISSION OF OFFER MUST BE SENT ELECTRONICALLY TO seinobids@who.int BY INDICATING IN THE SUBJECT LINE WCO/INO/TB/ITB/093-2022

PLEASE DO NOT INCLUDE ANY OTHER WORLD HEALTH ORGANIZATION EMAIL ADDRESS DURING THE SUBMISSION OF BID OTHERWISE BID SUBMITTED WILL BE DISQUALIFIED AUTOMATICALLY.

ALL BID DOCUMENTS MUST BE SUBMITTED IN PDF FORMAT. KINDLY QUOTE IN IDR (RUPIAH) CURRENCY ONLY.

TERMS AND CONDITIONS

Any order resulting from this invitation shall contain WHO general terms & conditions (Annex IV) and other specific terms and conditions detailed within this invitation.

ADDITIONAL INFORMATION

Any information which the vendor may consider necessary to guarantee or clarify technical details or compliance with standards may be included, provided reference is made in the offer and clearly indicated. Please provide detailed specifications of the products offered. Also please provide catalogue of the items offered together with pictures etc.
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 licenses, 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:

1. 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.
2. Refuse to accept delivery of all or part of the goods.
3. Terminate the purchase order.

AWARD/ADJUDICATION OF OFFERS

WHO reserves the right to make multiple arrangements for any item or items where, in the opinion of WHO, the lowest bid/offer cannot fully meet the requirements, or if it is deemed to be in WHO’S interest to do so. Any arrangement under this condition will be made on the basis of quoted price in lowest, second lowest and third lowest acceptable offer which is fully responsive and meeting all requirements.

WHO reserves the right also to accept only part of the items and/or quantities quoted for.

**Tender evaluation terms:** - The tenders will be evaluated in terms of:-

1. Conformance with the product specifications as mentioned in Bid Data Sheet.
2. Compliance with delivery requirements and terms;

**Quality certification**

1. The Vendor will list its quality certification (for e.g. ISO 9001 and/or 9002).
2. Guarantee will be dealt directly with the manufacturer who will mandate a single focal point for the order.
3. Defective or non-compliant items will be returned and exchanged at the Vendor expense

**Documents to be submitted by the vendors**

1. Annex I (Bid Data Sheet)
2. Annex II (Bid Submission Form)
3. Annex III. Vendor Information

**IMPORTANT**

Should you require any additional information on this request, please send your queries to seinobids@who.int before the closing date.

For WHO Representative, Indonesia
## ANNEX I - BID DATA SHEET

### Accommodation and Meeting Package, 4 July – 19 September 2022, Jakarta

**WCO/INO/TB/ITB 093-2022**

#### A. Data Sheet

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>QTY</th>
<th>Unit</th>
<th>QTY</th>
<th>Unit</th>
<th>Unit price (IDR)</th>
<th>Total price (IDR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Period 4 – 8 July 2022&lt;br&gt;a Accommodation: check in: 4 July, check out 8 July 2022</td>
<td>25</td>
<td>pax</td>
<td>4</td>
<td>Night</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b Fullboard meeting package (2 x coffee break, 1 x lunch, dinner)</td>
<td>25</td>
<td>pax</td>
<td>5</td>
<td>Day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Period 11 – 15 July 2022&lt;br&gt;a 11 July 2022: Fullday meeting package (2 x coffee break and 1 x lunch)</td>
<td>105</td>
<td>pax</td>
<td>1</td>
<td>Day</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b Accommodation Check in: 11 July, check out: 15 July</td>
<td>25</td>
<td>pax</td>
<td>4</td>
<td>Night</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>c Fullboard meeting package (2 x coffee break, 1 x lunch, dinner)</td>
<td>25</td>
<td>pax</td>
<td>4</td>
<td>Night</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>d Accommodation Check in: 11 July, check out: 12 July 2022</td>
<td>24</td>
<td>pax</td>
<td>1</td>
<td>Night</td>
<td></td>
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<tr>
<td></td>
<td>e Fullboard meeting package (2 x coffee break, 1 x lunch, dinner)</td>
<td>24</td>
<td>pax</td>
<td>1</td>
<td>Night</td>
<td></td>
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<tr>
<td></td>
<td>f 12 July 2022: Fullday meeting package (2 x coffee break, 1 x lunch)</td>
<td>45</td>
<td>pax</td>
<td>1</td>
<td>Day</td>
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<tr>
<td></td>
<td>g 13 July 2022 Fullday meeting package (2 x coffee break, 1 x lunch)</td>
<td>55</td>
<td>pax</td>
<td>1</td>
<td>Day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Period</td>
<td>Details</td>
<td>Pax</td>
<td>Days</td>
<td></td>
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<tr>
<td><strong>3 Period 14 July 2022</strong></td>
<td>Fullday meeting package (2 x coffee break, 1 x lunch)</td>
<td>55</td>
<td>1 Day</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>3 Period 15 July 2022</strong></td>
<td>Fullday meeting package (2 x coffee break, 1 x lunch) – 2 separate meeting rooms</td>
<td>70</td>
<td>1 Meeting Room</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>3 Period 16 July 2022</strong></td>
<td>Fullday meeting package (2 x coffee break, 1 x lunch)</td>
<td>65</td>
<td>1 Meeting Room</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td><strong>4 Period 25 – 29 July 2022</strong></td>
<td>Fullday meeting package (2 x coffee break, 1 x lunch)</td>
<td>25</td>
<td>5 Days</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>4 Period 15-19 August, 22-26 August 2022</strong></td>
<td>Fullday meeting package (8-12 August)</td>
<td>25</td>
<td>5 Days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4 Period 15-19 August, 22-26 August 2022</strong></td>
<td>Fullday meeting package (15-19 August)</td>
<td>25</td>
<td>5 Days</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>4 Period 15-19 August, 22-26 August 2022</strong></td>
<td>Fullday meeting package (22-26 August)</td>
<td>25</td>
<td>5 Days</td>
<td></td>
<td></td>
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<tr>
<td><strong>5 Period 15 August 2022</strong></td>
<td>Fullday meeting package (2 x coffee break, 1 x lunch)</td>
<td>37</td>
<td>1 Day</td>
<td></td>
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<tr>
<td><strong>6 Period 29 August 2022</strong></td>
<td>Fullday meeting package (2 x coffee break, 1 x lunch)</td>
<td>37</td>
<td>1 Day</td>
<td></td>
<td></td>
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<tr>
<td><strong>7 Period 5 September 2022</strong></td>
<td>Fullday meeting package (2 x coffee break, 1 x lunch)</td>
<td>50</td>
<td>1 Day</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>8 Period 19 – 20 September 2022</strong></td>
<td>Accommodation Check in: 19 Sep, check out: 20 Sep</td>
<td>24</td>
<td>1 Night</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>8 Period 19 – 20 September 2022</strong></td>
<td>Fullboard meeting package (2 x coffee break, 1x lunch, 1x dinner)</td>
<td>24</td>
<td>1 Night</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>8 Period 19 – 20 September 2022</strong></td>
<td>Fullday meeting package (2 x coffee break, 1 x lunch)</td>
<td>131</td>
<td>1 Day</td>
<td></td>
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</tr>
</tbody>
</table>
B. Please complete the following:

1. Bid Validity : _____________days (Please fill in Annex II)
Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply as per provided WHO Specification for “**Accommodation and Meeting Package, 4 July – 19 September 2022, Jakarta**” to WHO Indonesia office in conformity with the said bidding documents for the sum of:

\[
\text{[Total bid amount in figures]} \quad \text{[Total bid amount in word]}
\]

as may be ascertained in accordance with the Bid data Sheet attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the items in accordance with WHO General Terms and Conditions, Specifications/Requirements and as per the delivery information and packaging instructions specified in the Bid data Sheet.

We agree to abide by this Bid for a period of … *days as stated in Annex I, section B.1, from the date fixed for opening of Bids in the Invitation to Bid*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Signature : ……………………………

Name : ……………………………

Title / Position :

Date :

Duly authorized to sign the Bid for and on behalf of (Please state name of company with stamp)
Annex III. Vendor Information

In compliance with the Invitation to Bid requirements and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the bid upon which prices are quoted and delivered at the point as specified after the receipt of WHO Purchase Order.

<table>
<thead>
<tr>
<th>Company Information Requirements:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
</tr>
<tr>
<td>Company Address:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
<tr>
<td>Bank Name &amp; Address:</td>
</tr>
<tr>
<td>Bank Account Name:</td>
</tr>
<tr>
<td>Account Number / Currency:</td>
</tr>
<tr>
<td>SWIFT Code:</td>
</tr>
<tr>
<td>Email address:</td>
</tr>
<tr>
<td>Signature of Company’s Authorized Representative:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>
GENERAL TERMS AND CONDITIONS

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 Organisation further referred to as WHO shall, on fulfilment of the Delivery Terms, 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.
(g) In case of goods which require installation 90% payments will be made initially as per WHO standard term and the balance 10% will be paid on receipt of satisfactory installation/commissioning/ delivery receipt from the end-user.
(h) WHO does not make “advance payment”, nor does it establish a letter of credit.

4. TAX EXEMPTION
(a) 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.
(b) Items listed in the Schedule to the Central Excise Tariff Act, 1995 (5 of 1986), when supplied to the United Nations or an International Organization for their official use, or supplied to the projects financed by the said United Nations or an International Organization shall be exempt from payment of excise duty in pursuance to Ministry of Finance Notification No. 108/95-CENTRAL EXCISE of August 28 1995. Accordingly, the prices quoted should be exclusive of excise duty. Similar exemptions are applicable for sales tax and octroi also. Necessary exemption certificates to this effect shall be provided at appropriate time.

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.

(d) In the event the delivery is delayed beyond the period quoted by the supplier, WHO reserves the right to apply a penalty of 2% of the order value for every 30 days of delayed delivery and/or cancel the 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 thereof, 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.

16. GENERAL
(a) WHO reserves the right to accept or reject any quotation in part or in full without assigning any reason thereof and no correspondence/inquiry is entertained in this respect.

(b) Normally all bids under <$70,000 are not opened publicly. Only in the case of large or complex tenders, WHO in its own discretion invites vendors for a public opening at a place/time specified in the solicitation documents.

17. PHARMACEUTICAL PRODUCTS
For pharmaceutical formulations, the standards conformed to IP, BP, USP etc., and the shelf-life at the time of delivery must be specified.

As a matter of principle, the World Health Organization (WHO) applies the WHO Certification Scheme on the quality of products moving in international trade. Therefore, suppliers are requested to provide product certificates issued by the competent drug regulatory authority in the supplier’s country (e.g., Drug Controller in the case of Indian suppliers). The certificate(s) should state the (i) the supplier manufacturers in conformity with requirements for Good Manufacturing Practices (GMP) in regularly inspected manufacturing plants, and (ii) the product(s) offered are authorized to be placed on the domestic and/or export market.

18. Quotations must be valid for at least three months and if an order is placed, the price must remain firm until satisfactorily executed.

19. The supplier should provide full description of the proposed items and submit product brochures. Vendors may be requested to provide samples of the products.