

**SECTION 8. RETURNABLE BIDDING FORMS (Annexes)**

|                 |                                     |
|-----------------|-------------------------------------|
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## Annex 1: Bid/No Bid Confirmation Form

If after assessing this opportunity you have made the determination not to submit your bid, we would appreciate if you could return this form indicating your reasons for non-participation.

| Insert an X where applicable | Description  |
|------------------------------|--|
|                              | YES, we intend to submit a bid.  |
|                              | NO. We are unable to submit a competitive offer for the requested goods/services at the moment |

If you selected NO above, please state the reason(s) below:

| Insert an X where applicable | Description   |
|------------------------------|---|
|                              | The requested goods/services 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 ITB is too complicated   |
|                              | Insufficient time is allowed to prepare a bid   |
|                              | We cannot meet the delivery requirements  |
|                              | We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.) |
|                              | Sustainability criteria/requirements are too stringent (if applicable)  |
|                              | We do not export  |
|                              | We do not sell to the UN  |
|                              | Your volume is too small and does not meet our order quantity   |
|                              | 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  |
|                              | Other (please provide reasons):   |
|                              | We would like to receive future ITBs for this type of goods   |
|                              | We don't want to receive ITBs for this type of goods  |

If WHO has questions to the Bidder concerning this NO BID, WHO should contact Mr./Ms.

( \_\_\_\_\_ ), phone ( \_\_\_\_\_ ), email ( \_\_\_\_\_ ), who will be able to assist.

## Annex 2: Bid Checklist Form

Bidders are requested to complete this form and return it as part of their bid submission.

ITB reference no: ETH/PROC/ITB/002/2019

Name of Bidder: \_\_\_\_\_

Submission Date: [ \_\_\_\_\_ ]

**Before submitting your Bid, please ensure compliance with the instructions included in Section I: ITB Particulars,**

| Activity   | Yes/No/NA  | Page # in your bid | If NO provide comment |
|--|--|--------------------|-----------------------|
| <b>Have you duly completed all the Returnable Bidding Forms?</b>   | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA |                    |                       |
| • Annex 2: Checklist Form  | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA |                    |                       |
| • Annex 3: Information about bidder  | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA |                    |                       |
| • Annex 4: Technical Proposal  | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA |                    |                       |
| • Annex 5 : Commercial Proposal  | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA |                    |                       |
| • Annex 6: Self-Declaration form   | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA |                    |                       |
| • Annex 7: Confidentiality undertaking   | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA |                    |                       |
| <b>Have you provided the required documents to establish compliance with the evaluation criteria established in Section III?</b> | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA |                    |                       |
| • Copy of audited financial statements of the  | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA |                    |                       |

**Invitation to Bid (ITB)**

|  |
|--|
| <b><u>Annex 3 : Information about bidders</u></b>  |
| <b>Information required</b>  |
| <b>1. Corporate information</b>  |
| Company mission statement ( <i>including profit or not for profit status</i> )   |
| Accreditations   |
| Geographical presence  |
| <b>2. Legal Information</b>  |
| History of Bankruptcy  |
| Pending major lawsuits and litigations in excess of USD 100,000 at risk  |
| Pending Criminal/Civil lawsuits  |
|  |
|  |
| <b>3. Experience and Reference Contact Information</b>   |
| Relevant Contractual projects (with other UN agencies or Contractors)  |
| <b>4. Proposed sub-contractor arrangements including sub-contractor information (<i>as above, points 1, 2 and 3 for each sub-contractor</i>)</b> |

**Invitation to Bid (ITB)****Annex 4: Technical proposal**

| S/N | Offered Specification | Brand Name | Country of Origin | Warranty period | Installation & after sale service |
|-----|-----------------------|------------|-------------------|-----------------|-----------------------------------|
| 1   |                       |            |                   |                 |                                   |

**Invitation to Bid (ITB)**

**Annex 5: Commercial proposal**

| S/N                          | Item Description | Unit | Qty | Unit Price<br>ETB | Total Price<br>ETB |
|------------------------------|------------------|------|-----|-------------------|--------------------|
| 1                            |                  |      |     |                   |                    |
| 2                            |                  |      |     |                   |                    |
| <b>Total Cost Before VAT</b> |                  |      |     |                   |                    |
| <b>15% VAT</b>               |                  |      |     |                   |                    |
| <b>Total Cost with VAT</b>   |                  |      |     |                   |                    |

|                |  |
|----------------|--|
| Delivery Date  |  |
| Delivery Place |  |
| Price Validity |  |

**Invitation to Bid (ITB)**

**Annex 6: Self-Declaration form**

**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;
- i. It adheres to the UN Supplier Code of Conduct;
- j. it has zero tolerance for sexual exploitation and abuse and has appropriate procedures in place to prevent and respond to sexual exploitation and abuse.

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.

|  |                               |
|--|-------------------------------|
| <b>Entity Name:</b>                                      | [.....]                       |
| <b>Mailing Address:</b>                                  | [.....]<br>[.....]<br>[.....] |
| <b>Name and Title of duly authorized representative:</b> | [.....]                       |
| <b>Date:</b>   | [.....]                       |
| <b>Signature:</b>  |                               |

**Invitation to Bid (ITB)**

**Annex 7: Confidentiality undertaking**

1. The World Health Organization (WHO), acting through its Department of LPT, has access to certain information relating to Enter Text which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as "the Information").
2. WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Invitation to Bid, provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid purpose and to disclose it only to persons who have a need to know for the purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
  - a) was known to the Undersigned prior to any disclosure by WHO to the Undersigned; or
  - b) was in the public domain at the time of disclosure by WHO; or
  - c) becomes part of the public domain through no fault of the Undersigned; or
  - d) becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality to WHO.
4. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
5. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned ITB process.
6. Any dispute relating to the interpretation or application of this Undertaking 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.

|  |                           |
|--|---------------------------|
| <b>Entity Name:</b>  | [.....]                   |
| <b>Mailing Address:</b>  | [.....<br>.....<br>.....] |
| <b>Name and Title of<br/>duly authorized<br/>representative:</b> | [.....]                   |
| <b>Signature:</b>  |                           |
| <b>Date:</b>   | [.....]                   |