

# WORLD HEALTH ORGANIZATION

12<sup>th</sup> Floor, Building of the Ministry of Health & Medical Education,  
Simaye-Iran Street, Phase 5, Shahrak-e-Qods, Tehran-1467664961  
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## سازمان جهانی بهداشت

دفتر نمایندگی در ایران، تهران ۱۴۶۷۶۶۴۹۶۱، شهرک قدس  
(غرب)، فاز پنج،  
خیابان سیمای ایران، ساختمان وزارت بهداشت، درمان و  
آموزش پزشکی صندوق پستی ۱۴۶۶۵-۱۵۶۵

تلفن: ۸۸۳۶ ۳۷۱۸ و ۸۸۳۶ ۳۹۸۰ و ۸۸۳۶ ۳۹۷۹

فاکس: ۸۸۳۶ ۴۱۰۰

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### ANNEX C

#### NOTES AND INSTRUCTIONS TO BIDDERS

1. Complete specifications, terms and conditions must be provided. The offered specifications should be in line with the requirements indicated in Annex B.
2. Wherever items offered are not exactly in accordance with the specifications set out or wherever alternatives are offered, it is the bidder's responsibility to furnish with their tender full descriptive specifications and illustrations of such item(s). Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
3. There preferred WHO incoterms is FCA nearest port to the supplier (to be specified)  
Please indicate the packing and freight charges, if any, as a separate item.
4. Offers should be tax free and exempted from all duties.
5. Currency: IRR
6. Delivery lead time (in days/weeks). Please state the earliest possible delivery date.
7. Bidder must clearly state the warranty period.
8. Country of origin of the offered items should be indicated. Original certificate of origin will have to be provided with the shipping documents of the delivered items.
9. Items produced in countries other than that of bidder must be indicated stating the country of origin.
10. Payment in case of award:  
100% within 2 weeks after delivery.
11. Bidders must meet essential requirements for quality. The quoted supplies must meet international standards and quality assurance criteria
12. Please enclose brochures of the offered items, where applicable
13. WHO reserves the right to make multiple arrangements for any item or items, where, in the opinion of WHO, the lowest acceptable 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 prices in second lowest and third lowest acceptable offer which is fully responsive and meeting all requirements. WHO also reserves the right to accept only part of the items and/or quantities quoted for.
14. WHO reserves the right to accept or reject any or all bids or to annul the bidding process and reject all bids without explanation to the bidders and shall not be liable for any obligations or indemnities to bidders whatsoever. WHO also has the right, if in the interest of the project to negotiate with one or more of the bidders.
15. WHO reserves the right to have the items inspected and rejected if necessary, prior to their shipment if and prior to the award being issued.
16. WHO reserves the right to appoint a third part to verify that the installation has been duly completed and that the equipment is in good working condition.

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17. In the event of failure by the vendor to perform under the terms and conditions of the purchase order, including but not limited to obtaining the necessary licenses or making deliveries of all or part of the awarded items by the agreed delivery date or dates, WHO, after giving the vendor reasonable notice to perform and without prejudice to any other rights or remedies, may exercise one or all of the following rights:
  - a. Procure all or part of the items 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 items.
  - c. Terminate the purchase order.
18. Delay in delivery: In the event that delivery of the goods and services is delayed beyond the mutually agreed upon date, a penalty of 0.5% on the total value of the contract for each day of delay may be applied.
19. Performance Bond: In the event that the contract is awarded to you, you may be requested to provide, within 15 days of receipt of the notification of award, a certified bank check or an irrevocable unconditional letter of guarantee valued at 10% of the total awarded contract and valid for 6 months from date of receipt of the Purchase Order.

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## ANNEX D

### GENERAL CONDITIONS

#### A- TAX EXEMPTION:

The price shall reflect any tax exemption to which the World Health Organization is entitled by reason of the immunity it enjoys.

#### B INSPECTION:

The World Health Organization reserves the right to inspect the supplies called for under this contract at any time and the firm will afford every facility for such inspection.

#### C PACKING:

The firm will pack the goods with the best materials and with every care in accordance with the normal commercial standards of export packing for this type of merchandise. Such packing materials used must be adequate to safeguard the goods while in transit. The firm will be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.

#### D 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.

#### E 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.

#### F DEFAULT:

In the case of default of the contract, including but not limited to failure or refusal to make deliveries within the time specified, the World Health Organization may by written notice terminate the right of the contractor to proceed with deliveries of such part or parts thereof as to which there has been default.

#### G ARBITRATION CLAUSE:

Any claim or dispute arising out of the present contract, or breach of the said contract, and which cannot be settled amicable, shall be settled by arbitration, the methods of such arbitration to be agreed between the parties. The parties recognize that they are to be definitely bound by such arbitral decision putting an end to any claim or dispute.

#### H EXECUTION OF THE CONTRACT IN CASE OF DISPUTE:

The supplier shall in no case invoke a dispute or arbitration proceedings as a pretext for suspending or failing in any way whatsoever to fulfil his obligations.

The vendor shall not advertise the fact that such vendor is a supplier to the World Health Organization. Also, the vendor shall in no other manner whatsoever use the name, emblem, or official seal of the World Health Organization or any abbreviation of the name of the World Health Organization in connexion with his business or otherwise