



**World Health
Organization**

Procurement of portable ventilator for mechanical pulmonary ventilation

Invitation to Bid (ITB)

Bid Reference

[2023/EURO/MDA/0008]

Unit Name

[WHO CO MOLDOVA]

Purpose of the ITB:

[Relaunch_Provision of five portable ventilators for mechanical pulmonary ventilation during critical patient transportation in the Republic of Moldova]

Closing Date:

[14.03.2023]



The World Health Organization (WHO) is seeking offers for delivery of ten (10) portable ventilators for mechanical pulmonary ventilation during critical patient transportation in the Republic of Moldova. Your Company is invited to submit an offer in response to this Invitation to Bid (ITB)

WHO is a public international organization, consisting of 194 Member States, and a Specialized Agency of the United Nations with the mandate to act as the directing and coordinating authority on international health work. As such, WHO 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 WHO requirements, while ensuring a high level of service.

1. Requirements

WHO requires the successful bidder, to deliver ten (10) portable ventilators for mechanical pulmonary ventilation during critical patient transportation as per the attached detailed list of requirements and specifications for the National Center for Prehospital Emergency Medical Assistance.

The successful bidder shall be a company operating in the field of sale of medical equipment with proven expertise and references.

Bidders should follow the instructions set forth below in the submission of their offer to WHO.

The vehicle must be of sufficiently high quality, produced by reputable companies brands and ensure normal working under heavy conditions of use. The equipment should strongly meet technical requirements described in Annex 1.

***Note: Bid validity period shall be 90 calendar days**

2. Offer

The offer and all correspondence and documents relating thereto shall be prepared and submitted in the English, Romanian or Russian language.

The offer should be concisely presented and structured to include the following information:

- Presentation of your Company *(please complete Annex 2)*
- Technical Offer
- Financial offer - Currency.

Information which the bidder considers confidential, if any, should be clearly marked as such.

3. Instructions to Bidders

Bidders must follow the instructions set forth in this ITB in the submission of their offer to WHO.

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than **3** working days prior to the closing date for the submission of offers:

Email for submissions of all queries: euromdabids@who.int
(use Bid reference in subject line)

A consolidated document of WHO's responses to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the ITB.

From the date of issue of this ITB to the final selection, contact with WHO officials concerning the ITB process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by WHO, in accordance with the terms of this ITB.

The bidder shall submit, in writing, both on letterhead and in the attached XL format the complete offer to WHO, no later than 14.03.2023 at 15:00 hours Chisinau time ("the closing date"), by email at the following email address:

euromdabids@who.int.

(use Bid reference in subject line)

To be complete, an offer shall include:

- A technical offer, as described under part 2 above;
- A financial offer, as described under part 2 above;
- Annex 2 , duly completed and signed by a person or persons duly authorized to represent the bidder, to submit an offer and to bind the bidder to the terms of this ITB.
- A filled and signed self-declaration form, annexed hereto.

Each offer shall be marked Ref: 2023/EURO/MDA/0008 .

WHO may, at its own discretion, extend the closing date for the submission of offers by notifying all bidders thereof in writing before the above closing date and time.

Any offer received by WHO after the closing date for submission of offers may be rejected. Bidders are therefore advised to ensure that they have taken all steps to submit their offers in advance of the above closing date and time.

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

The bidder may withdraw its offer any time after the offer's submission and before the above mentioned closing date, provided that written notice of the withdrawal is received by WHO at the email address indicated above, before the closing date for submission of offers.

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

No offer may be withdrawn in the interval between the closing date and the expiration of the period of offer validity specified by the bidder in the offer (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 ITB by written amendment. Amendments could, inter alia, include modification of the requirements and/or extension of the closing date for submission.

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

All bidders must adhere to the UN Supplier Code of Conduct, which is available on the WHO procurement website at <http://www.who.int/about/finances-accountability/procurement/en/>.

4. Evaluation

Before conducting the technical and financial evaluation of the offers received, WHO will perform a preliminary examination of these offers to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the offers are generally in order. Offers which are not in order as aforesaid may be rejected.

Evaluation method to be used in selecting the most responsive bid:

- ☒ Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and
- ☒ Lowest price offer of technically qualified/responsive Bids

Please note that WHO is not bound to select any bidder and may reject all offers. Furthermore, since a contract would be awarded in respect of the offer which is considered most responsive to the needs of the project concerned, due consideration being given to WHO’s general principles, including the principle of best value for money, 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 offer. The request for clarification and the response shall be in writing. No change in price or substance of the offer shall be sought, offered or permitted during this exchange.

NOTE: Individual contact between WHO and bidders is expressly prohibited both before and after the closing date for submission of offers.

5. 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 offer, and to annul the solicitation process and reject all offers 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 offer 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 an offer 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 ITB. 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 ITB. WHO shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

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

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.

We look forward to receiving your response to this ITB.

Yours sincerely,
WHO CO Moldova.

Annexes

1. Detailed List of requirements and specifications
2. Vendor Information Form
3. Purchase order general terms and conditions
4. EXCEL file for both technical and financial offers
5. Self-Declaration Form
6. Confidentiality Undertaking



Annex 1: Detailed List of requirements and specifications

See attached document.

**Annex 2: Vendor Information Form**

| Company Information to be provided by the Vendor submitting the offer | | | |
|---|--|-------------------------|--|
| UNGM Vendor ID Number: <i>If available – Refer to WHO website for registration process*</i> | | | |
| Legal Company Name: <i>(Not trade name or DBA name)</i> | | | |
| Company Contact: | | | |
| Address: | | | |
| City: | | State: | |
| Country: | | Zip: | |
| Telephone Number: | | Fax Number: | |
| Email Address: | | Company Website: | |
| Corporate information: | | | |
| Company mission statement | | | |
| Service commitment to customers and measurements used <i>(if available)</i> | | | |
| Organization structure (include description of those parts of your organization that would be involved in the performance of the work) | | | |
| Relevant experience (how could your expertise contribute to WHO's needs for the purpose of this ITB) – <i>Please attach reference and contact details</i> | | | |
| Staffing information | | | |

* <http://www.who.int/about/finances-accountability/procurement/en/>

**Annex 3: 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 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 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
- (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

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.

Annex 4: Price Schedule Form

See attached document.

Annex 5: 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.

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



Annex 6: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of [WHO CO MOLDOVA], has access to certain information relating to [Enter Text] which it considers to be proprietary to itself or to entities collaborating with it ("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 Request for Proposal (RFP) for the [Title of the ITB] Project ("the Purpose"), 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 (as evidenced by written records or other competent proof);
 - b) was in the public domain at the time of disclosure by or for WHO to the Undersigned;
 - 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 (as evidenced by written records or other competent proof).
4. The Undersigned further undertakes not to use the Information for any benefit, gain or advantage, including but not limited to trading or having others trading in securities on the Undersigned's behalf, giving trading advice or providing Information to third parties for trade in securities.
5. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
6. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
7. Any dispute arising from or relating to this Undertaking, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event of the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Undersigned and WHO or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, with the rules of arbitration of the International Chamber of Commerce. The Undersigned and WHO shall accept the arbitral award as final.
8. Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

Acknowledged and Agreed:

| | |
|--|---------------------------|
| Entity Name: | [.....] |
| Mailing Address: | [.....] |
| Name and Title of duly authorized representative: | [.....] |
| Signature: | [.....] |
| Date: | [.....] |