



WORLD HEALTH ORGANIZATION  
ORGANISATION MONDIALE DE LA SANTÉ  
WELTGESUNDHEITSORGANISATION  
Всемирная организация здравоохранения

REGIONAL OFFICE FOR EUROPE  
BUREAU RÉGIONAL DE L'EUROPE  
REGIONALBÜRO FÜR EUROPA  
ЕВРОПЕЙСКОЕ РЕГИОНАЛЬНОЕ БЮРО

## REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM	DATE: 04.10.2023
	REFERENCE: RFQ-2023/EURO/TKM/0002

WHO Country Office in Turkmenistan (CO TKM) kindly requests your quotation for the vehicle detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached in Annex 2. Quotations may be submitted on or before **18-October-2023, 23:59 (GMT+5)**. Bidders should submit their quotations to the email listed in the data sheet.

It is your responsibility to ensure that your submission will reach CO TKM on or before the deadline. Quotations that are received by CO TKM after the submission deadline, for whatever reason, will not be considered for evaluation.

By submitting an offer in response to this solicitation, you affirm that you comply with the responsibilities described in the United Nations Supplier Code of Conduct, [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf).

Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto.

CO TKM is not bound to accept any quotation, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Thank you and we look forward to receiving your quotation.

The following selected criteria will apply to your quotation.

## DATA SHEET

Deadline for the Submission of Quotation	<b>18-October-2023, 23:59 (GMT+5).</b>	
Mode of Submission	<b>WHO Country Office in Turkmenistan</b> UN Building, 21 Archabil shayoly, Ashgabat, Turkmenistan Email: <a href="mailto:localprocurementTKM@who.int">localprocurementTKM@who.int</a>	
INCOTERM 2020	Mode: Land	1. DAP Ashgabat (UN building) – permanent import 2. CIP Ashgabat (Customs terminal) – temporary import
Consignee	<b>WHO Country Office in Turkmenistan</b> UN Building, 21 Archabil shayoly, Ashgabat, Turkmenistan	
Required Delivery Date	Before 14 dec 2023, upon the issuance of the Purchase Order (PO)	
Currency of Quotation	<b>USD</b>	
All documentation, including catalogs, instructions and operating manuals, will be in this language	English or Russian	
Documents to be submitted	Formal quotation as described in Annex 2, and in accordance with the list of requirements in Annex 1.	
Period of Validity of Quotes starting the Submission Date	<u>45</u> days	
Payment Terms	<input checked="" type="checkbox"/> 100% within 30 days the consignee's receipt of all goods <u>and</u> the supplier's invoice.	
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Good/Service Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> Sustainability Questionnaire (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4). Non-acceptance of the terms of the General Terms and Conditions shall be grounds for disqualification from this procurement process.	
Contact Person for Inquiries (Written inquiries only)	Ms. Jahan Nurmuhammedova e-mail <a href="mailto:nurmuhammedovaj@who.int">nurmuhammedovaj@who.int</a>	

**Annex 1**  
**Spec and Details SUV**

<b>1</b>	For use in country	Turkmenistan
	Body	5 doors SUV
	Seating capacity	5 or more
	Fuel tank capacity	60 L or more
	Braking system front	Disc brakes
	Braking system rear	Disc or drum brakes
	Parking brake	On rear brakes
	Steering	Electro mechanic/hydraulic power assisted direct steering
	Drive	4-wheel drive
	Transmission	Automatic
	Color	UN White
<b>2</b>	<b>Engine</b>	
	Power	Provide HP needed
	Cylinder	4, 6 or 8 cylinders
	Displacement	Max: 3500 cc
	Fuel type	Petrol
	Emission standard	EU 4 or 6
	Average (combined) consumption	not more than 14 liters per 100 km
<b>3</b>	<b>Dimensions</b>	
	Ground clearance	At least 210 mm
<b>4</b>	<b>Equipment</b>	
	Braking system complements	At least equipped with anti-lock braking system (ABS)
	Vehicle Stability Assistance	At least Electronic Vehicle Stability Control function
	Air Bags	At least one for the driver and one for the passenger in the front
	Seat belt	3-point seat belt for at least 4 passengers
	Anti-theft system	At least electronic immobilizer
	Sound system	at least 4 speakers pre-installed
	Air conditioning unit	Automatic climate control
<b>5</b>	<b>Price Schedule</b>	
	Import duties	To be included in the price for DAP option
	Value Added Tax (VAT)	Not to be included in the price
<b>6</b>	<b>Warranty</b>	
	Mileage	At least 2 years with unlimited mileage

**Annex 2**

**Guidelines for Submitting Supplier’s Quotation**

*[Quotes could include the following information on the supplier’s official letterhead.]*

We, the undersigned, hereby accept in full General Terms and Conditions and hereby offer to supply the items listed below in conformity with the specifications and requirements as per RFQ Reference No.

[RFQ 2023/EURO/TKM/0002 Vehicle](#)

**Offer to Supply Per Technical Specifications and Requirements – DAP Ashgabat (UN building)**

Item No.	Specification of Goods/Service	Quantity	Latest Delivery Date	FCA Unit Price (indicate currency)	Total Price per Item
1	Make / Model				
2	Year				
3.	Price of the vehicle				
	<b>Total Price</b>				
	Add : Cost of Transportation (if applicable)				
	Add : Cost of Insurance (if applicable)				
	Add : Other Charges (specify)				
	<b>Total Final and All-Inclusive Price Quotation for Total cost of ownership</b>				

**Or Offer to Supply Per Technical Specifications and Requirements – CIP Ashgabat (Customs terminal)**

Item No.	Specification of Goods/Service	Quantity	Latest Delivery Date	FCA Unit Price (indicate currency)	Total Price per Item
1	Make / Model				
2	Year				
3.	Price of the vehicle				
	<b>Total Price</b>				
	Add : Cost of Transportation (if applicable)				
	Add : Cost of Insurance (if applicable)				
	Add : Other Charges (specify)				
	<b>Total Final and All-Inclusive Price Quotation for Total cost of ownership</b>				

**Offer to Comply with Other Conditions and Related Requirements**

Other Criteria	Your Responses
Delivery by 14/12/2023	
Warranty and After-Sales Requirements (100,000 or three years)	
Validity of Quotation (45 days minimum)	

*[Signature of the Supplier’s Authorized Representative]*

*[Name]*

*[Date]*

**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 license or other governmental authorization which may be necessary. It will be the responsibility of the Vendor to obtain such license 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 license or other governmental authorization, the Purchase Order will be cancelled and all claims between the parties automatically waived. For export license 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 licenses, 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.