



World Health
Organization

Bangladesh

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In reply please

refer to:

RFP/BAN/2023/021

Prospective Bidders

Your reference:

18 July 2023

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for development of digital platform for submission of IRB proposal in consultation with WHO and BMRC

WHO Bangladesh hereby invites proposals/bids from your Organization/Institute for carrying out the above-mentioned subject activity. You are requested to go through the attached "Request for Proposal" document, which includes, with list of Annexes, as follows:

1. Requirements, Quality and Qualification Requirements, Key Deliverables with timetable
2. The proposal
3. Instructions to Bidders
4. Evaluation of Proposals
5. Award Criteria
- Annex-1: Detailed Terms of Reference
- Annex-2: Confidentiality Undertaking
- Annex-3: Vendor Information Form
- Annex-4: Contractual Provisions
- Annex-5: Scoring Methodology, Detailed Technical Evaluation Criteria and Award Criteria
- Annex-6: Financial Proposal Template
- Annex-7: Self Declaration Form
- Annex-8: Statement of Conformity
- Annex-9: Statement of Copyright/Intellectual Property Right and Data ownership

Please send your technical and financial proposals in separate sealed envelopes in the tender box on or before 14:00hrs, 31 July 2023 as detailed in the Instructions to Bidders of the RFP document (part 3). Bidders *shall not include the pricing information within the technical proposal and any noncompliance proposal/ bid with this instruction will lead to rejection of the proposal.*

Please note that "THE WORLD HEALTH ORGANIZATION (WHO) DOES NOT ENTERTAIN ANY OVERHEAD/ADMINISTRATIVE COSTS WHATSOEVER OF THE BIDDERS FOR THE IMPLEMENTATION OF PROPOSED TECHNICAL WORK. THEREFORE, NO SUCH OVERHEAD/ADMINISTRATIVE COSTS SHOULD BE INCLUDED IN THE BIDS. Use of WHO emblem/logo in bidder's bid/proposal can also lead to rejection of that bid/proposal.

This letter including annexes is not to be construed in any way as an offer to contract with your company.

Thank you,

Yours sincerely,



Thimlay Dorji
WHO Administrative Officer

Encl.: as stated above



**World Health
Organization**

**Development of digital platform for submission of IRB proposal in consultation with
WHO and BMRC**

Request for Proposals (RFP)

Bid Reference

RFP/BAN/2023/021

Country/Unit Name

WCO BAN/Research and Publication

Closing Date:

[31 July 2023:1400 hrs

Virtual Pre-bid meeting time: 14:00hrs, 24 July 2023]



The World Health Organization (WHO) is seeking offers for **Development of digital platform for submission of IRB proposal in consultation with WHO & BMRC.**

Your ☒ Company ☒ Institution is invited to submit a proposal for the services in response to this Request for Proposals (RFP).

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 carry out activities related to development of digital platform submission of IRB proposal including web hosting, user guidelines, visitors access control, admin access control and real time monitoring consultation with Bangladesh Medical Research Council (BMRC) and WHO:

1.1 Purpose

Purpose of this assignment is to develop digital platform across all three type of devices i.e. laptop, tablet and mobile (both iOS and Android) and populate the platform with appropriate contents to be developed in consultation with BMRC and WHO.

1.2 Objectives

Following objectives are to be achieved through this technical assistance:

- I. To develop an appropriate and convenient (user-friendly) digital platform which can be used to
 - II. provide to submit IRB proposal by the researchers/institutes;
 - III. Should have 3 stages of accessibility: e.g.
 1. High profile user: Director, Statistical Officers, WHO: full access including pages/ Functions
 2. IT experts of BMRC: access to IT technical as per relevance
 3. General users: limited access to relevant pages only
 - III. To train BMRC officials for technical operation including upgradation with e.g. eLearnig courses etc. and maintenance and general use of the website using relevant manuals;
 - IV. To successfully deploy the project with testing and piloting at appropriate number of sites.
 - V. To archive and make available all IRB proposal for later use by the user, admin and stakeholders

See detailed Terms of Reference in Annex 1 for complete information.

The successful bidder shall be a ☒ for profit / ☒ not for profit institution operating in the field of information communication technology (ICT. with proven expertise in developing online learning platform in Bangladesh

1.3: Quality and qualification requirements:

- I. Legally entitled to run/operate the institutes/organizations/companies as per the applicable rules for companies in the country. WHO shall disqualify bidders during initial scrutiny if the required information and supporting documents are not provided with the technical proposal. The legal status and VAT/TAX Requirements of the country are as follows:



- The Provider can be National/International/Joint Venture Company/Institute/Organization/NGO fulfilling the following local registration and legal/compliance requirements.
 - Is registered with any of the City Corporations in Dhaka or Office of the Registrar of Joint Stock Companies and Firms or Board of Investment, NGO Affairs Bureau of Government of Bangladesh.
 - Is a VAT registered organization.
 - Have a TIN number and up to date Income Tax Certificates.
 - There are no pending Criminal/Civil lawsuits against the organization / institution.
 - Not declared "Bankrupt/Ineligible/Banned" by any of the court in the country.
 - There are no pending major lawsuits and litigation in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institute/Company
- II. Capable to operate with all applicable local rates and costs for the expert (technical) and field services. WHO shall reserve the right to disqualify bidder(s) if they (bidder) are found to have not asked rates/costs as per the applicable local rates and costs for the expert (technical) and field activities in implementing the desired technical services/works. WHO has its own parameter in determining the applicable local rates and costs for expert (technical) and field activities.
- III. Capable to implement the desired work/projects in specified location utilizing own existing administrative, operational and logistical resources to implement the projects without adding up overhead costs to the Purchaser (WHO).

THE WORLD HEALTH ORGANIZATION (WHO) DOES NOT ENTERTAIN ANY OVERHEAD/ ADMINISTRATIVE COSTS WHATSOEVER OF THE BIDDERS FOR THE IMPLEMENTATION OF PROPOSED TECHNICAL WORK. THEREFORE, NO SUCH OVERHEAD/ADMINISTRATIVE COSTS SHOULD BE INCLUDED IN THE BIDS.

1.4 Timeline

The performance of work under this RFP is planned to commence from August 2023 and is scheduled to continue for 3 months. The contract will come into effect as soon as it is signed by both parties and the activities and related outputs/results are time based. Payment will be based on the agreed rates stipulated in the contract on reimbursable expenses using actual expenses and/or agreed unit subject receipt upon certifications of the deliverables listed below.

No	Description	Deadline	Indicator of progress
1	Signing of the Agreement	15 August 2023	
2	Inception report: requirement analysis and preparation of SRS and approval	25 August 2023	Indicate 30% of completion of activity
3	Progress report: UI/UX proto type (Mock-up) design and approval	15 September 2023	Indicate 50 % of completion of activity
4	Data base design and approval	15 October 2023	Indicate 75% of completion of activity
5	Implementation, presentation in development server, testing, trial and live approval and any other things required by BMCR	31 December 2023	Indicate 100% of completion of activity

1.5 Key deliverable

- 1) Inception report to be submitted within 15 days of the signing of the contract. The report will include detailed workplan in alignment of the SOW to be carried out, identification of an appropriate softwares for development



- of digital platform, report on project implementation with detailed activities with timeline, report on usefulness of the platform including stakeholder's views;
- 2) Regular and real time technical discussion with BMRC during development of digital platform;
 - 3) Development and testing of digital platform by technical team of experts
 - 4) Web based submission portal of IRB will be hosted in a provided hosting server (which could be implemented into the existing BMRC website).
 - 5) The application which is a web-based solution, have to be hosted in a (domain) Web-Server that will be provided by BMRC.
 - 6) The application must be mobile and other popular devices responsive as well as user friendly.
 - 7) It should be self-explanatory: step-by-step guideline for acquiring submission number and registration process.
 - 8) Version control system (VCS) Hosting for production server.
 - 9) The platform should be implemented with Separated User panel and Admin panel with required functionalities.
 - 10) Demonstration of draft platform with content of at least one module to be presented for review and feedback of technical advisory group (TAG).
 - 11) Incorporation of changes suggested by TAG to finalize the software and ready for pilot testing.
 - 12) Piloting of developed digital platform involving BMRC officials .
 - 13) Installation and remote troubleshooting of the latest version of software in the computers;
 - 14) Training to be provided to BMRC technical staff on maintenance and updation of digital Platform.
 - 15) Registrations of the admin/focal points with the platform (if needed) in consultation with BMRC is ensured;
 - 16) All submission are archived properly and available to all participants immediately after submission according to the subject area;
 - 17) A final technical and financial report needs to be submitted within 15 days from the end of the assignment including successes and bottlenecks

The successful bidder is expected to demonstrate experience and list relevant projects as follows:

Mandatory experience:

The selection criteria to assess the technical capacity of the company/firm will include the following technical aspects/prospects:

- a) The firm/company have at least 5 years of experience in the field of Information Communication Technology (ICT) for health research sector of the Country.
- b) The firm/company must have particular experience of completion of at least two (1) development of digital platform for proposal submission.
- c) Must have proven ownership (contractual ownership through agreement or registration or licence) over the proposed technology used to develop digital platform;
- d) Must have full time Human Resource capacity with:

i. Key Expert/Team Lead:

a. Roles and Responsibilities for this project

The Team Lead will be responsible for overall implementation of the project and will work as focalpoint for all communication. He/She will guide, monitor and ensure quality of implementation of all relevant activities of the project. The person will also maintain good communication with the government counterpart and WHO focal point as needed. Team lead will attend meetings of technical advisory group formulated to develop training material.

b. Minimum Qualification

- at least Masters' degree in ICT or Computer Science or Management Information System.
- minimum 5 years working experience in similar digital interventions for health with demonstrated capabilities in planning and execution of digital interventions
- Experience of working with Government Organization and/or UN agencies will be an advantage.



ii. IT Expert/Specialist

a. Roles and Responsibilities for this project

The IT Expert/Specialist will be responsible for developing high quality digital platform as per guidance of BMRC and WHO. He or she will also be responsible for smoothly operating/running online platform until full handover of the system to BMRC. The Expert needs to be available in all meetings.

b. Minimum Qualification

- at least Bachelor's degree in ICT or Computer Science or Management Information System
- minimum 4 years working experience articulating step by step training and operational instructions of the digital platform and application of the platform for a large number of individuals at a time.
- Experience of working with Government Organization or UN agencies will be an advantage.

Desirable experience:

The bidder is expected to follow the instructions set forth below in the submission of their proposal to WHO.

2. Proposal

The proposal and all correspondence and documents relating thereto shall be prepared and submitted in the English language.

The proposal shall be concisely presented and structured to include the following information:

- Confidentiality Undertaking (*please complete Annex 2*)
- Presentation of your Company / Institution (*please complete Annex 3*)
- Proposed Approach/Methodology: Bidders should indicate how they would implement the contract with WHO to perform in structured process in conformity of ToR, timelines and requirement of the works if awarded with the contract.
- Work Approach and Understanding: Bidder's proposal will reflect their understanding of service/work in terms of requirements, inputs, output/deliverables, results and key performance indicators as outlined in the RFP. The bidder should indicate the work approaches including ideas, execution plans e.g. end to end to end contract management/output delivery procedures.
- Financial proposal – the bidder shall quote a price in the template provided in annex-6 in a separate sealed envelope. There shall be no reflections of the financial quotes/inputs in the technical proposal and noncompliance with this requirement shall lead to the rejection of the bid

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

3. Instructions to Bidders

The bidder must follow the instructions set forth in this RFP in the submission of their proposal to WHO.

A prospective bidder requiring clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than 26 July 2023; Interested bidders can join the virtual pre-bid meeting with the bidders at 14:00hrs, 24 July 2023. WHO Bangladesh office will send the virtual Pre-bid meeting link to the interested bidders, who (bidders) would send their interest to join the Pre-bid meeting through e-mail at the following address by 13:00hrs, 24 July 2023:



Email for submissions of all queries: sebanprocurement@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 RFP.

From the date of issue of this RFP to the final selection, contact with WHO officials concerning the RFP 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 RFP.

The bidder shall submit, in writing, the complete proposal to WHO, no later than **31 July 2023 at 14:00 hours Dhaka time** ("the closing date"), deposit by hand delivery or courier in separate sealed envelopes in tender boxes of WHO Bangladesh at following address

House No. SW(I) 1/A, Road-8, Gulshan-1, Dhaka-1212, Bangladesh .
(use Bid reference in subject line)

To be complete, a proposal shall include:

- 2 copies of technical proposal (master and copy) titled as Technical Proposal for "Development of digital platform for submission of IRB proposal in consultation with WHO & BMRC" in separate sealed envelope as described under part 2
The technical proposal shall be separate from the financial proposal and there shall be no reflections of the financial quotes/inputs in the technical proposal and noncompliance with this requirement shall lead to the rejection of the bid
 - A financial proposal titled a financial proposal for "Development of digital platform for submission of IRB proposal in consultation with WHO & BMRC" in separate sealed envelope as described under part 2 above;
- 1) Annexes 2 & 3, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.

Each proposal shall be marked Ref: RFP/BAN/2023/021 .

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

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

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

The bidder may withdraw its proposal any time after the proposal'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 proposals.

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



No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal (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 RFP by written amendment. Amendments could, *inter alia*, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission.

All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP and will, where applicable, be invited to amend their proposal 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 proposals received, WHO will perform a preliminary examination of these proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order. Proposals which are not in order as aforesaid may be rejected.

The evaluation panel will evaluate the technical merits of all the proposals which have passed the preliminary examination of proposals based on the following weighting:

Technical Weighting:	70 % of total evaluation
Financial Weighting:	30 % of total evaluation

The technical evaluation of the proposals will include:

Addressing of WHO's requirements and expectations	As per Annex-5
Quality of the overall proposal	As per Annex-5
Experience of the firm in carrying out related project	As per Annex-5
Qualifications and competence of the personnel proposed for the assignment	As per Annex-5

The scoring scale per criteria was defined as follows:

Criteria evaluated as:	Based on the following supporting evidence:	Corresponds to the score of:
Excellent	Excellent evidence of ability to exceed requirements	100%
Good	Good evidence of ability to exceed requirements	90%
Satisfactory	Satisfactory evidence of ability to support requirements	70%
Poor	Marginally acceptable or weak evidence of ability to support requirements	40%
Very Poor	Lack of evidence to demonstrate ability to comply with requirements	10%
No submission	Information has not been submitted or is unacceptable	0%



The number of points which can be obtained for each evaluation criterion is specified above and indicates the relative significance or weight of the item in the overall evaluation process.

A minimum of **[490 (70%)]** points is required to pass the technical evaluation.

The final evaluation will combine the weighted scores of both technical and financial proposals to come up with a cumulative total score.

Please note that WHO is not bound to select any bidder and may reject all proposals. Furthermore, since a contract would be awarded in respect of the proposal 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 proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal 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 proposals.

5. Award

WHO reserves the right to:

- Award the contract to a bidder of its choice, even if its bid is not the lowest;
- 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;
- Accept or reject any proposal, and to annul the solicitation process and reject all proposals 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;
- Award the contract on the basis of the Organization's particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
- 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 a proposal 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 RFP. 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 RFP. 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 RFP 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 proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP.

Within 30 days of receipt of the contract between WHO and the successful bidder (the "Contract"), the successful bidder shall sign and date the Contract and return it to WHO according to the instructions provided at that time. If the bidder does not accept the Contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice. The Contract will include, without limitation, the provisions set forth in Annex 3.

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 RFP.

Yours sincerely,
Thinlay Dorji
Administrative Officer
WHO Bangladesh

**Annexes**

- Detailed Terms of Reference
- Confidentiality Undertaking
- Vendor Information Form
- Contractual provisions
- Detailed Evaluation Criteria
- Financial Proposal Template -Annex 6
- Self Declaration Form-Annex 7
- Statement of Conformity -Annex 8
- Statement of Copyright/Intellectual Property Right and Data ownership-Annex 9



Annex 1: Detailed Terms of Reference

1. Context

Moral principles, conventions, and attitudes are all examples of ethics. What is good is ethical. Ethics is a set of guidelines or regulations that define which behaviors are acceptable and which are not.

NREC of BMRC established a guideline for conducting ethical biomedical research. Furthermore, NREC educates and supervises researchers to ensure that they maintain a high ethical standard.

One of the primary roles of the World Health Organization (WHO) is to shape the research agenda by encouraging the development, translation, and dissemination of useful information for the biomedical researchers. New study fields have evolved, which has led to the emergence of new ethical dilemmas. Currently, research ethics is focused on educating researchers about the ethical concepts that underpin legislation, as well as overseeing and reviewing research initiatives. In Bangladesh, there are several Institutional Review Boards (IRBs) that review and issue ethical clearance for students/faculties regarding their theses, dissertations, and research projects respectively. BMRC has taken initiatives to enrich institutional IRBs and their national and international network with WHO's technical assistance. In light of this, a guidebook for members of the IRBs has been developed in order to ensure a quality and uniform ethical review process. With the help of WHO, BMRC has developed a manual book for IRB.

2. Purpose

Purpose of this assignment is develop digital platform for promoting and strengthening ethical health research in Bangladesh.

3. Objectives

Following objectives are to be achieved through this technical assistance:

- I. To develop an appropriate and convenient (user-friendly) digital platform which can be used to
- II. provide to submit IRB proposal by the researchers/institutes;
- III. Should have 3 stages of accessibility: e.g.
 1. High profile user: Director, Statistical Officers, WHO: full access including pages/functions
 2. IT experts of BMRC: access to IT technical as per relevance
 3. General users: limited access to relevant pages only
- IV. To train BMRC officials for handling the website: training on operation (which includes upgradation with e.g. eLearning courses etc.) and maintenance including manuals for both;
- V. To successfully deploy the project with testing and piloting at appropriate number of sites.
- VI. To archive and make available all IRB proposal for later use by the user, admin and stakeholders

4. Scope of Work (SOW)

Following SOWs are to be carried out during this assignment period (but may not be confined to these due to change of time, information and interest) –

- Web based submission portal of IRB will be hosted in a provided hosting server (which could be implemented into the existing BMRC website).
- The application which is a web-based solution, have to be hosted in a (domain) Web-Server that will be provided by BMRC.
- The application must be mobile and other popular devices responsive as well as user friendly.
- It should be self-explanatory: step-by-step guideline for acquiring submission number and registration process.
- Version control system (VCS) Hosting for production server.
- The platform should be implemented with Separated User panel and Admin panel with required functionalities.

5. Mandatory Conditions and Features of The Software System to be Implemented by the Bidder:

Following points describe the mandatory conditions to carry out the successful software development, installation and commissioning:

- The bidder must bear all responsibilities and costs to develop desired system as per the international best practices.
 - The application should be with GIT remote repository pointing to the Webserver.



- Application should be developed with MVC framework (Laravel).
- System Requirement Specification (SRS), System Design and Database Design should be deliverable in time.
- Mock-up of User Interface (UI) is needed before completion.
- Development, supply and implementation need to be completed as per the software development period.
- Proper maintenance should be assured for 1 year.

General Visitor:

- Can view a list of IRB registered institutes with their contacts and addresses respectively.
- Source features for desired IRBs published journals.
- Searching features of finding the desired IRB institutes.
- Can view IRB guidelines (downloaded as pdf formatted) and other instructions.
- Can view **Registration** button, **Login** button and **Get a Submission Number** button.
- Can get automated email response with a unique submission number (the submission number validity should not greater than 60days) based on the required information (Institute Name, Institutional Email, and Password).

Registration Process

- The submission number should be used to open up the registration form.
- Information about institution, contact person's information (must be three personnel – contact person, Name of the organization chief, IRB chairperson), and IRB members' details should be taken in forms.
- IRB members details section should have the relevant attachments taken facilities
- Institutional Standard Operating Procedures (SOP) should be taken as attachment.
- Registration must be renewed within every five years.

Registered Institute:

- Creating user account
- Account should have password aligned
- Password recovery feature with sms & email notification
- Can send update request of IRB members' details.
- All searching features
- Account should have password aligned and forget (password recovery) option
- Can upload annual format report (format provided in Annexure-D)
- Can upload any problem reporting (following Annexure-E format)

Admin:

- Can view all the IRB registered institutes
- Search IRB Institutes (possible suggested names should be appeared while typing in the search bar)
- Can view all the IRB members' list of that respective IRB
- Can view the reporting data of any IRB institute
- Search any IRB members (possible suggested names should be appeared while typing in the search bar)
- Can view any new updated data notification so that necessary steps can be taken.
- Password recovery feature with sms & email notification
- Have a facility to constitute the coordination cell (as per the IRB Manual guideline)

Super Admin:

- Creating Admin user account and password with mobile notification
- Can view all the CC members' list as well as other admin members.
- Coordination Cell (CC) member would be assigned as an admin



- Approve and publish admin's request for completing the Checklist (1. IRB Information, 2. Registration, 3. Monitoring, 4. Reporting, 5. Review and monitoring of IRB application)
- Super admin can assign admin roles
- Super admin and user accounts' have all the admin privileges
- Can view all activities of Admin and Registered users
- Can block or cancel any Registered user

Warranty

One year (12 months) warranty should be provided from the date of publishing the webpage on the internet as agreed by BMRC. The bidders shall have to resolve issues or develop and implement the new change request within this warranty period without any further cost thereof.

Source Code

The appointed contractor shall provide Required Specific Document (RSD) in each step and finally will handover source code

Copyright

The copyright of all developed software must belong to BMRC and in no way the Bidder shall copy or use this software to any other purpose and hand over to anybody without written permission from BMRC. In case of violation may initiate legal action against the Bidder according to the prevailing law of the country.

Manual

Operational including troubleshooting, user, and technical manual for all developed software have to be supplied in PDF and video tutorial.

Security

Security at various levels as per the needs to be ensured

Time period

Developed phase will be maximum 06 months, testing phase will be minimum two months and after that, one year will be guaranty period.

Validation

Validation as per the needs to be ensured.

In every stage company will arrange a meeting with minimum 08 members, 02 members from software developer company and 05 members from the BMRC (in this case, Director of BMRC, IT Officer and 2 Scientific Officers 01 member from WHO, who are aligned with this section). BMRC will arrange snacks and meeting honorarium as per the rule of BMRC. Every meeting should be called 7 days in advance.

Particular Condition to the Contract (PCC)

1. The bidder/ Contractor must report to BMRC on completion each task.
2. The Bidder/Contractor must follow BMRC's guidelines.
3. If any changes required in relevant BMRC committee has full right to change it & contractor is bound to follow the order.
4. The Bidder/ Contractor must provide various reports (Progress Report, Gantt Chart & others) in monthly interval.
5. The Bidder/Contractor provides details work plan, training plan, implementation plan and operational plan.
6. Archiving, Article Submission and Journal website technical proposal should contain time schedule to submit these documents during the life cycle of the development project:

Sl.	Document
01	Software Development Life Cycle (SDLC)
02	Software Requirement Specification (SRS)
03	System Design Document
04	Code Documentation and database schema design documentation
05	PDF Manual and Video Tutorial
06	User Acceptances Test (UAT)
07	Product Features, Characteristics and documentation.
08	Business Requirements Specification / Business Requirement Documents



09	System Operational Documentation (SOD)
10	Test Plan, Procedure, Result, Action etc.

7. The Bidder/Contractor will bear all expenses of logistic support.
8. All Tax & VAT deducted from the bill as per the law.
9. All Government Act, Rules & Regulation are applicable here
10. Step by step working process will be described by the Bidder.
11. One (01) Year Operation & Maintenance support from the date of acceptance gives by the BMRC
12. The assigned committee of BMRC will initiate any necessary change required and working to successfully implementation the project.
13. No advance payment will be given to the Contractor.
14. An appropriate committee will certify the bill on the basis of work completion and other necessary measure.
15. The Bidder/Contractor will give all necessary resources & support to complete the project on time and smooth in operation.
16. The Bidder/Contractor will give all details of Hardware & Software specification.

Tentative Time Schedule:

- a. Requirements Analysis and Preparation of SRS and Approval: 1.5months
- b. UI/UX Proto type (Mock-up) Design and approval: 15 days
- c. System design and approval: 15 days
- d. Database design and approval: 15 days
- e. Implementation, presentation in development server, Testing, Trial and live approval in production server: 3 months.

4. The Need Analysis and Required Reports of the software:

- The application is web-based and should also be mobile responsive
- Customized report generation facility should be implemented using Report Generation Tools and the format would be pdf and xml.
- The Software should use Laravel, React, MySQL RDBMS
- After completing the Software Testing through development server, it should be deployed in production server along with implementing version control (Github).

The bidder must submit the following documents with Technical Proposal:

1. Step by step working process to be described by the Bidder.
2. The Bidder/contractor provides details work plan, implementation plan and operation plan.
3. **Functional Requirements:**

The Bidder/contractor proposes all the functional requirements related to IRB Registration Platform, and evaluation committee of BMRC will consider this on technical evaluation.



Annex 2: Confidentiality Undertaking

- The World Health Organization (WHO), acting through its Department of WHO Bangladesh, has access to certain information relating to TOPIC which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as "the Information").
- 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 "**Development of digital platform for submission of IRB proposal on consultation with WHO and BMRCI**" ("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.
- 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:
 - 2 was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
 - 3 was in the public domain at the time of disclosure by or for WHO to the Undersigned;
 - 4 becomes part of the public domain through no fault of the Undersigned; or
 - 5 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).
- 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.
- At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
- The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
- 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.
- 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:	

**Annex 3: Vendor Information Form****Company Information to be provided by the Vendor submitting the proposal****UNGM Vendor ID Number:**

*If available – Refer to WHO website for registration process**

Legal Company Name:

(Not trade name or DBA name)

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

(if available)

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 RFP) –

Please attach reference and contact

details

Staffing information

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



Annex 4: Contractual Provisions

Within 30 days of receipt of the contract between WHO and the successful bidder (the "Contract"), the successful bidder shall sign and date the Contract and return it to WHO according to the instructions provided at that time. If the bidder does not accept the Contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice. The Contract will include, without limitation, the provisions set forth below (with the successful bidder referred to below as the "Contractor"):

1. **Compliance with WHO Codes and Policies.** By entering into the Contract, the Contractor 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 Contractor 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 Contractor to perform any services under the Contract.

Without limiting the foregoing, the Contractor 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 Contractor 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.

2. **Zero tolerance for sexual exploitation and abuse, sexual harassment and other types of abusive conduct.** WHO has zero tolerance towards sexual exploitation and abuse, sexual harassment and other types of abusive conduct. In this regard, and without limiting any other provisions contained herein:

(i) each legal entity Contractor 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, and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other persons engaged by it to perform the work under the Contract; and (ii) promptly report to WHO and respond to, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the Contractor becomes aware; and

(ii) each individual Contractor warrants that he/she will (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response, and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct. Without limiting the foregoing, the individual Contractor shall promptly report to WHO, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the individual Contractor becomes aware.

3. **Tobacco/Arms Related Disclosure Statement.** The Contractor may be required to disclose relationships it 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 Contractor undertakes not



to permit work on the Contract to commence, until WHO has assessed the disclosed information and confirmed to the Contractor in writing that the work can commence.

4. **Anti-Terrorism and UN Sanctions; Fraud and Corruption.** The Contractor warrants for the entire duration of the Contract 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 Contract; and
- iii. the Contractor 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 Contract.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to WHO without delay.

5. **Breach of essential terms.** The Contractor acknowledges and agrees that each of the provisions of paragraphs 1, 2, 3 and 4 above constitutes an essential term of the Contract, and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to:

- i. terminate the Contract, and/or any other contract concluded by WHO with the Contractor, immediately upon written notice to the Contractor, without any liability for termination charges or any other liability of any kind; and/or
- ii. exclude the Contractor 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.

6. **Use of WHO Name and Emblem.** Without WHO's prior written approval, the Contractor shall not, in any statement or material of an advertising or promotional nature, refer to the Contract or the Contractor's relationship with WHO, or otherwise use the name (or any abbreviation thereof) and/or emblem of the World Health Organization.

7. **Assurances regarding procurement.** If the option for payment of a maximum amount applies, to the extent the Contractor is required to purchase any goods and/or services in connection with its performance of the Contract, the Contractor shall ensure that such goods and/or services shall be procured in accordance with the principle of best value for money. "Best value for money" means the responsive offer that is the best combination of technical specifications, quality and price.

8. **Audit.** WHO may request a financial and operational review or audit of the work performed under the Contract, to be conducted by WHO and/or parties authorized by WHO, and the Contractor undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the implementation

of the work performed under the Contract, or within five years of completion of the work. In order to facilitate such financial and operational review or audit, the Contractor shall keep accurate and systematic accounts and records in respect of the work performed under the Contract.

The Contractor shall make available, without restriction, to WHO and/or parties authorized by WHO:

- i. the Contractor's books, records and systems (including all relevant financial and operational information) relating to the Contract; and
- ii. reasonable access to the Contractor's premises and personnel.

The Contractor shall provide satisfactory explanations to all queries arising in connection with the aforementioned audit and access rights.

WHO may request the Contractor to provide complementary information about the work performed under the Contract that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Contractor and related to the work performed under the Contract.

9. **Publication of Contract.** Subject to considerations of confidentiality, WHO may acknowledge the existence of the Contract to the public and publish and/or otherwise publicly disclose the Contractor's name and country of incorporation, general information with respect to the work described herein and the Contract value. Such disclosure will be made in accordance with WHO's Information Disclosure Policy and shall be consistent with the terms of the Contract.



Annex 5: Detailed technical evaluation criteria

Evaluation Criteria:

The bidders need to provide reflections on the specific quality and competency questions. The requirements relevant criteria and documentary evidence in support of Qualification Criteria are provided in Table 1. WHO shall determine the qualification of the bidders in terms of Legal Entity and Eligibility for the Renovation works on "PASS/FAIL (YES/NO)" basis as per the qualification criteria detailed under Table 1 below. If bidder(s) fails to pass the following qualification questions, they will not be considered for next step e.g. evaluation of bids/quotations as per the detailed weighted evaluation criteria and scoring matrix stage.

Table 1 - "PASS/FAIL (YES/NO)" – Questions

Requirement	Qualification Criteria	Supporting Documents to be provided by the bidder	YES/NO
Registered as Supplier/Consulting Firm/Provider with relevant Government entity in Bangladesh	Legal entity of the bidder	a. Copies of up to date Trade license and or certificate of incorporation or registration certificates with National Board of Investments or NGO Affairs Bureau .	
Total minimum 5 years' experience in the relevant field	Total relevant Experience	a. Work completion certificate from any procurement entity to prove the experiences	
Past performance of the bidder with WHO is satisfactory and without any internal limitation/restrictions for future contracts by WHO (applicable only for bidders who is performing or had performed for WHO under contract with WHO Bangladesh).	Eligibility of the bidder	a. internal review report.	
Legally entitled to operate its business in the country complying with the government tax/vat rules/regulation	Taxation Obligations	a. VAT registration and TIN certificate	
The bidder has met the requirements of self-declarations applicable to private and public companies: - No pending Criminal/Civil lawsuits against the bidder's company/firm - The bidder's company/firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country - There is no pending major lawsuits and litigations against the bidder's company/firm in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institution/company - The bidder's company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country	Eligibility of the Bidder	Signed Self Declaration Form Signed Statement of Conformity	

**Detailed evaluation and selection guidelines and matrix of Proposals:**

Bidders are required to read the specification, requirements, specific quality questions, and selection criteria, weighted methodology, evaluation criteria, scoring and prices schedule/template, as outlined in this RFP document in order to submit a substantial/complete bid. Your bid submission with required information, proof and supporting documents/evidence are expected to provide WHO the details of the information WHO requires and ultimately, contribute to assess/carry out proper evaluation of your capability in providing the required services. The basics of the evaluation and awarding processes are provided below:

i. Award, Scoring and Weightage System/Methodology:

- a. The bid of "the highest overall Technical and Financial scores" of 1,000 points will be awarded;
- b. Score/Point distributed as per the Weighting matrix in Part IV in this RFP: 700 points for Technical Proposal and 300 points for the Financial Proposal.
- c. A minimum of 70% (out of 700) is required to be considered technically qualified for this work.

ii. Technical Scoring and Weighting System:

The weight/weighted scale as provided below under iii, weighted evaluation criteria and points/scores for each criteria/sub-criteria under Technical Evaluation with total points (700) are provided below under iv:

iii. Scoring Methodology – Overall (for scoring where specific criteria is not given)

Criteria evaluated as:	Based on the following supporting evidence:	Corresponds to the score of:
Excellent	Excellent evidence of ability to exceed requirements	100%
Good	Good evidence of ability to exceed requirements	90%
Satisfactory	Satisfactory evidence of ability to support requirements	70%
Poor	Marginally acceptable or weak evidence of ability to support requirements	40%
Very Poor or No submission	Information has not been submitted or is unacceptable	0%

v. Detail Evaluation Criteria of each of the three categories are in Table 2 as follows:**A. Expertise of the Firm/Organization: 150 points out of 700**

A1	General organizational capability strength: 80 <ul style="list-style-type: none"> - Background of the firm (total experience, goal/objectives, ongoing projects): 20 - Organizational capacity in terms of resources, facilities, equipment, logistics: 20 - Management structure (Organogram) of the organization, total number of relevant experts and professionals: 20 - Quality assurance procedures including project monitoring and evaluation: 20
A2	Relevant background: 70 Particular experience of completion of at least 2 project on related similar online platform: <ul style="list-style-type: none"> - 4 ICT projects and above: 70 - 3 ICT Projects: 63 - 2 ICT Projects: 49 - 1 ICT project: 28 - 0 project: 0

B. Proposed Methodology, Approach and Implementation Plan: 300 points out of 700

B1	Comprehensive understanding the approach of the proposal as outlined under the RFP: Maximum 100
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B2	The work methodology including description of the softwares and licenses used for development of eLearning platform how it could be used for distance teaching and learning, and virtual involvement of key stakeholder: Max 100
B3	The work plan laid out by the firm towards implementation of the assignment is clear, practical, systematic based on the sequence of activities meeting WHO timeline for the project and addressed correspond to the TOR/Scope of Work under this RFP. It should also delineate the project management structure including number of persons-days (manning schedule) to be provided by each key project staff. Max 100

C. Management Structure and Key Personnel: 250 points out of 700

C1	Key Expert/Team Leader: 100 Educational background: 50 <ul style="list-style-type: none"> - Master's degree and above in Computer Science/Computer Programming/Engineering/Statistics/Mathematics or any ICT related discipline = 50 - Bachelor's degree (four years course) in Computer Science/Computer Programming/Engineering/Statistics/Mathematics or any ICT related discipline = 35 Total professional experience and achievement related to development of a similar online platform: (25+25)=50 <ul style="list-style-type: none"> - 15-20 or more similar projects = 25 - 10-15 or more similar projects = 17.5 - Less than 10 or less similar projects = 0 Example of establishing similar platform: 25 <ul style="list-style-type: none"> - 4 examples or above of establishing/managing an similar platform: 25 - 3 examples of establishing/managing an similar platform: 22.5 - 2 examples of or above of establishing/managing an similar platform = 17.5 - 1 example of or above of establishing/managing an similar platform = 10 - No example of or above of establishing/managing an similar platform = 0
C2	Lead software developer: 75 Educational background: 25 <ul style="list-style-type: none"> - Master's degree in any Computer Science/ICT/related discipline = 25 - Bachelor's degree in any Computer Science/ICT/related discipline = 17.5 Total professional experience in years and achievement made related to development of online teaching-learning platform: 50 <ul style="list-style-type: none"> - 5 years and above = 50 - 3-4 years = 45 - 2 years = 35 - 1 year = 20 - Less than 1 year = 0
C3	Programmer: 75 Educational background of team lead: 25 <ul style="list-style-type: none"> - Master's degree in computer science/ICT/related discipline = 25 - Bachelor's degree in Computer Science/ICT/related discipline = 20 Total professional experience in ICT support = 50 <ul style="list-style-type: none"> - 5 years and above = 50 - 3-4 years = 45 - 2 years = 35 - 1 year = 20 - Less than 1 year = 0

**Financial Scoring and Weighting System:**

Only **technically qualified proposals** will be scored out of 300 based on the formula provided below. The maximum points (300) will be assigned to the lowest financial proposal. All other proposals received points according to the following formula:

$$p = y (\mu/z)$$

Where:

- p = points for the financial proposal being evaluated;
- y = maximum number of points for the financial proposal;
- μ = price of the lowest priced proposal;
- z = price of the proposal being evaluated.

Required Supporting Documents:

The following documents must be submitted to Establish Qualification of Proposers (In 'Certified True Copy' only)

- Registration Certificates/Trade License, TIN Certificates etc.;
- Company Profile with list of projects being undertaken/complete;
- Management Structures and quality assurance mechanism, Internal oversight;
- Organogram and roles and responsibilities with risk mitigation matrix;
- The previous project contracts with reports which are relevant to the field implementation of online teaching-learning/remote business management or any other relevant field;
- CVs of the experts outline his/her education, other qualification (training), experience (list of works, period, name of client and value, relevant professional backgrounds, including copies of accreditation/publications (if any) covering the capability/strength under technical evaluation part. Evidence need to be provided for each of the items as mentioned in evaluation criteria of each category;
- Any other documents such as accreditation.

**Annex-6: Financial Proposal Template – Currency in BDT**

(TO BE SUBMITTED IN SEPARATE ENVELOP THAN TECHNICAL PROPOSAL)

The financial proposal must include breakdown of overall price in BDT as given in the example below.

Breakdown of Overall Price (in BDT)					
#	Task	Role	Day Rate	Proposed days of work	Total Cost
1.	Expert Services costs including key experts and other related staff to be engaged for the work				
2.	Project related Expenses (Meetings, report drafting etc.)				
3.	Licencing cost for development of eLearning Platform				
4.	Other costs if any (Please specify)				
5.	VAT on total cost				
	Total Cost				

In Word:

Signature of the Bidder with the date and rubber stamp:**Name:****Date:****Important Note:**

THE WORLD HEALTH ORGANIZATION (WHO) DOES NOT ENTERTAIN ANY OVERHEAD/ ADMINISTRATIVE COSTS WHATSOEVER OF THE BIDDERS FOR THE IMPLEMENTATION OF PROPOSED TECHNICAL WORK. THEREFORE, NO SUCH OVERHEAD/ ADMINISTRATIVE COSTS SHOULD BE INCLUDED IN THE BIDS.



Annex 7: Self Declaration Form

Applicable to private and public companies

<COMPANY> (the "Company") hereby declares to the World Health Organization (WHO) that:

1. 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;
2. 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;
3. 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;
4. 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;
5. 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;
6. 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;
7. 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;
8. 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;
9. it adheres to the UN Supplier Code of Conduct;
10. 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: 8**

Date:

To
Administrative Officer
WHO Bangladesh

Statement of Conformity

1. No pending Criminal/Civil lawsuits against our company/firm.
2. Our company/firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country.
3. There is no pending major lawsuits and litigations against our company/firm in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institution/company.
4. Our company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country.

Signature

Name of the Company

Official Stamp



Annex 9- Statement of Copyright

The Contractor warrants and represents to WHO as follows:

1. The deliverables including master copy with source codes and contents shall meet the specifications called for in the Contract and shall be fully adequate to meet their intended purpose for the entire duration. The Contractor furthermore warrants that the deliverables shall be complete and error-free.
2. There shall remain no bifurcation or hidden codes or contents or materials that may come up after the completion of the delivery, for which WHO may or may not be required to pay.
3. The Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least one year after completion of the work. It is agreed, however, that errors and other defects which have been caused by modifications to the deliverables made by WHO without agreement of the Contractor are not covered by this paragraph.
4. The Contractor shall not use, supply, provide or disseminate source codes or contents or materials delivered to WHO for the purpose of this work of WHO to other parties/entities at cost or no cost.
5. The deliverables including master copy with source codes and contents shall, to the extent they are not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of the Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables (including, but not limited to, master copy source codes and contents, licenses for WHO to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based so as to permit WHO to fully exercise its rights in the deliverables without any obligation on WHO's part to make any additional payments whatsoever to any party.
6. The deliverables master copy with source code and content developed shall be delivered to WHO after completion of project.
7. The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and shall be delivered to WHO free and clear of any and all liens, claims, charges, security interests and any other encumbrances of any nature whatsoever.
8. The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whomsoever.
9. Except as otherwise explicitly provided in the Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to WHO, to perform its obligations hereunder.
10. The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.
11. Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this



paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of the Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.

12. The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of the Contract.

13. The Contractor may not communicate at any time to any other person, Government or authority external to WHO, any information known to it by reason of its association with WHO which has not been made public except with the authorization of WHO; nor shall the Contractor at any time use such information to private advantage.

Signature, Name of the Company & Official Stamp