

In reply please

refer to :

RFP/BAN/2023/010

Prospective Bidders

Your reference:

2 April 2023

Dear Prospective Bidder,

Subject: Request for Proposal for situation analysis on supply chain management and
availability of essential medicines at public health facilities in Bangladesh

You are invited to submit a proposal for the above subject RFP for the World Health Organization, Bangladesh in accordance with the attached documents:

File Name	Description
RFP	Request for Proposals document
Annex 1	Acknowledgment Form
Annex 2	Confidentiality Undertaking Form
Annex 3	Proposal Completeness Form
Annex 4	Information from Bidder
Annex 5	Financial Proposal (to be submitted in separate envelop) in the Acceptance Form with budgetary breakdowns/
Annex 6	Self-Declaration Form
Annex 7	Questions from Bidders Template
Annex 8	Bidder's Statement of Conformity

TIMELINE

1. A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify WHO via email at sebanprocurement@who.int (use subject: Bid Ref RFP/BAN/2023/010) no later than 10 April 2023.

Questions are to be submitted following the format of the form "Questions from Bidders", attached as Annex 7 of the RFP. The WHO Bangladesh Team will respond in writing (via email only) to any request for clarification of the RFP that it receives prior to the closing date of the proposal.

A consolidated document of WHO's response 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.

2. No later than 05 April 2023, , the bidder shall complete and return by email to WHO to the following address: sebanprocurement@who.int the following forms:
 - A. The enclosed RFP/BAN/2023/010: Acknowledgement Form (Annex-1) signed as confirmation of your intention to submit a bona fide proposal and designate your duly authorized representative, to whom communications may be directed, including any addenda; and
 - B. The enclosed RFP/BAN/2023/010: Confidentiality.doc (Annex-2) form signed.
 - C. The Self-Declaration form, attached hereto as Annex 6, signed

Cont'd...P/2

3. At 14:00hrs, 6 April 2023, a virtual pre-bid meeting with the bidders who would send WHO the "Intention to Bid" in the form of the listed attachments under Section 2 will be held. The virtual meeting link will be shared to the interested bidders through e-mail., at least 1 hour before the scheduled meeting
4. **Hardcopies of Technical Proposal with Annex-3, Annex-4, Annex-6 and Annex-8 in a separate sealed envelope and Financial Proposals in Annex-5 in a separate sealed envelope** must be received at WHO at the address as specified in section 4.7- Submission of proposals of the RFP no later than 16 April 2023, 14:00 hours, (Dhaka) time.

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. Use of WHO emblem/logo in bidder's bid/proposal can also lead to rejection of that bid/proposal.

5. At the discretion of WHO, selected bidders may be invited to supply additional information on the contents of their proposal during the evaluation period. Such bidders will be asked to give a presentation of their proposal (possibly with an emphasis on a topic of WHO's choice) followed by a question and answer session. The presentation will be held at WHO Bangladesh Dhaka Office by videoconference, and will likely be conducted on: **N/A**.
6. Evaluation of proposals and selection of a vendor will be performed in accordance with the Request for Proposal (RFP).

Yours sincerely,

Thinlay Dorji
WHO Administrative Officer



Encl: As stated above.



**World Health
Organization**

Situation analysis on supply chain management and availability of essential medicines at public health facilities in Bangladesh

Request for Proposals (RFP)

Bid Reference

RFP/BAN/2023/010

Country/Unit Name

BAN HS

Closing Date:

[16 April 2023]



Country/Unit Name **BAN HS**

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1. INTRODUCTION

1.1 Objective of the RFP

The purpose of this Request for Proposals (RFP) is to enter into a contractual agreement with a successful bidder and select a suitable contractor to undertake situation analysis on supply chain management and availability of essential medicines at public health facilities in Bangladesh to understand present situation, identify bottlenecks/gaps and formulate recommendations to provide sustainable strategy, approaches/way forwards for overall improvement of supply chain system. The bidder should have experience of situation analysis for various organizations. The prospective bidder should complete the situation analysis within the time frame with quality standard.

WHO is an Organization that 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.

1.2 About WHO

1.2.1 WHO Mission Statement

The World Health Organization was established in 1948 as a specialized agency of the United Nations. The objective of WHO (www.who.int) is the attainment by all peoples of the highest possible level of health. "Health", as defined in the WHO Constitution, is a state of complete physical, mental and social well being and not merely the absence of disease or infirmity. WHO's main function is to act as the directing and coordinating authority on international health work.

1.2.2 Structure of WHO

The World Health Assembly (WHA) is the main governing body of WHO. It generally meets in Geneva in May of each year and is composed of delegations representing all 194 Member States. Its main function is to determine the policies of the Organization. In addition to its public health functions, the Health Assembly appoints the Director-General, supervises the financial policies of the Organization, and reviews and approves the proposed programme budget. It also considers reports of the WHO Executive Board, which it instructs with regard to matters upon which further action, study, investigation or report may be required.

The Executive Board is composed of 34 members elected for three-year terms. The main functions of the Board are to give effect to the decisions and policies of the WHA, to advise it and generally to facilitate its work. The Board normally meets twice a year; one meeting is usually in January, and the second is in May, following the World Health Assembly.

The WHO Secretariat consists of some 8,400 staff at the Organization's headquarters in Geneva, in the six regional offices and in countries. The Secretariat is headed by the Director-General, who is appointed by the WHA on the nomination of the Executive Board. The head of each regional office is a Regional Director. Regional directors are appointed by the Executive Board in agreement with the relevant regional committee.

1.2.3 Description of Office/Region or Division/Service/Unit

Health System, WHO Country Office, Bangladesh

1.3 Definitions, Acronyms and Abbreviations



WHO	World Health Organization
WR	WHO Representative
HNPSP	Health Nutrition and Population Sector Program
MOHFW	Ministry of Health and Family Welfare
DGHS	Directorate General of Health Services
ESP	Essential Service packages
UHC	Universal health coverage
CMSD	Central Medical Stores Depot
EDCL	Essential Drug Company Limited
eLMIS	e-Logistics management information system
RFP	Request for Proposal
OOP	out-of-pocket
SCM	Supply chain management
KII	Key informant interviews
FGD	Focused group discussion
WG	Working Group



2. BACKGROUND

If any: description of the existing activities **currently** undertaken by **BAN HS** i.e. prior to the publication of this Request for Proposals, and related to its objectives.

2.1 Overview

The World Health Organization (WHO) Country Office in Bangladesh is seeking a bidder for situation analysis on supply chain management and availability of essential medicines at public health facilities in Bangladesh and formulate recommendations. The bidder should have experience of situation analysis for various organizations. Interested Providers are invited to submit a proposal in response to this Request for Proposal (RFP).

This contract will enable WHO Bangladesh to provide support to Government of Bangladesh for situation analysis in public health facilities of Bangladesh. Bangladesh produces large number of medicines through public and private sector which include essential medicines as well. In Bangladesh at least 19% of total health budget is allocated to purchase the needed medicine for all tier of health facilities up to community clinics. Each year under different operational plans of Health Nutrition and Population Sector Program (HNPS), Ministry of Health and Family Welfare (MOHFW) and Directorate General of Health Services (DGHS) medicines are procured and distributed. MOHFW has approved Essential Service packages (ESP) and implementing it to achieve Universal health coverage (UHC). There is lack of coordination among different agencies of government such as MOHFW, Central Medical Stores Depot (CMSD) and at field level health facilities for quantification and forecasting. According to national policy, 70% of medicine is supplied by the Essential Drug Company Limited (EDCL) - a government owned pharmaceutical company and the remaining is procured by local authority. EDCL is responsible for manufacturing the only essential medicines of GoB request, once or twice a year, from their factory which is delivered by themselves, or MoHFW. Whereas CMSD can procure both medicines and equipment upon receiving request from facilities followed by distribution to the facilities. The national EDL contains only 285 medicine and has not been updated since 2016. As a result, about half of all the medicine prescribed in public sector hospitals do not belong to the national EDL, despite national policy dictating that the majority of medicine used should belong to the national EDL.

The objective of the work is to provide the authorities with recommendations for identified gaps to the sector-specific issues related to supply chain management (SCM) of essential medicines following the recommendations. This will also facilitate the determination of the health facilities capacity to continue providing pharmaceutical services and will guide the actions necessary to revamp smooth supply chain management of essential medicines; and ensure availability at health facilities for response to the need. The bidder will be engaged through this APW and will work in close coordination with WHO country office, Bangladesh and DGHS.



3. REQUIREMENTS

3.1 Introduction

WHO requires the successful bidder, the Contractor, to undertake situation analysis on supply chain management and availability of essential medicines at public health facilities in Bangladesh and formulate recommendations.

Project overview:

The project will be carried out jointly by World Health Organization and Director General of Health Services (DGHS). WHO will be leading this project through active support of DGHS and partner institution. A Working Group (WG) will be formulated by Government of Bangladesh to oversee the process and guide for the situation analysis. The role of WG is also to review the document and provide technical inputs to improve quality of document.

The potential service provider will be engaged by WHO to work with the health facilities, central level health officials, policy makers and regulatory authorities to undertake situation analysis on supply chain management and availability of essential medicines at public health facilities in Bangladesh to understand current situation, bottlenecks/gaps and formulate recommendations to provide sustainable strategy, approaches/way forwards for overall improvement of supply chain system.

In the process, the contractor will implement multiple actions points including literature review, desk review, questionnaire development, data collection and not limited to report writing. The data collection process will be done through all tiers of public health facilities (excluding family planning facility) field visits from primary to tertiary level at all geolocation with use of advance technology. Representative from WHO and National Counterparts (Health System Projects of DGHS) will randomly be physically team up with the Potential data collection teams of the contractors to monitor the time, duration, completeness (accuracy) and inclusiveness of all tiers of public health facilities (excluding family planning facility) from primary to tertiary level. The contractor will be responsible for stakeholder engagement (health facilities, DGHS, WHO) for finalization of methodology, workplan, timeline, draft report, final report, dissemination etc.

3.2 Characteristics of the provider

3.2.1 Status

The Contractor shall be a [☒ for profit][☒ not for profit] institution operating in the field of public health system development with proven expertise in situation analysis on supply chain management and availability of essential medicines at public health facilities in Bangladesh preferably on supply chain management assessment and related area.

3.2.2 Accreditations

An accreditation (Enter text) or an on-going accreditation process by a certified accreditation body ☐ is required (mandatory) ☐ would be an asset (desirable).

3.2.3 Previous experience

Mandatory:

- Proven experience in the field of public health research/survey/assessment for at least 5 years .
- Previous work with WHO, other international organizations and/or major institutions in the field of supply chain system



1. Expertise on pharmaceutical/medicinal items/medical services research having minimum five years' experience in health care services in Bangladesh.
 2. Past experiences of conducting health services related survey / assessment / project for supply chain management of pharmaceutical products
- Proven experience of successful completion of at least 2 contracts/works on situation assessment during last two years ;

Desirable:

- Expertise in quantitative and qualitative evaluation approaches
- Working with quality council, accreditation agency and/or hospital project management will be added advantage

3.2.4 Staffing

Management structures with sufficient educational background, expertise and experience as detailed below can function with an effective monitoring and evaluation mechanisms and tools to integrate and mobilize services and resources for completing the assessment within the timeframe.

The selected contractor is expected to dedicate the following human resources to the project:

- A Project Manager of an adequate level of educational qualification, Masters in Public Health or relevant field and preferably PhD in similar discipline and minimum 5 years experience (please attach resume to your proposal) shall be dedicated to the project.
- The designated project manager that should be the same all along implementation, including consideration in contingency plans in case the focal point is absent.
- Sufficient capacity and knowledge is required to cover the following areas of expertise:
 - Adequate technical knowledge to prepare monitoring evaluation framework & assessment on SCM
 - Public health focus / have knowledge of the supply chain system
- A data analyst & data collector for qualitative & quantitative: The individual should be at Graduation in statistics and social science or relevant field and minimum 3 years experience (please attach resume to your proposal) shall be dedicated to the project.
- WHO pays utmost attention to the level of qualification and experience of the individuals involved, and to continuity in the services. The profiles (individual names required) of the personnel proposed for these services should be included in the technical proposal.
- All staff with full professional working proficiency/native or bilingual proficiency in Bangla and English.

The bidder is expected to outline the roles and responsibilities of those staff in the technical proposal. Activities will be carried in normal working hours of Dhaka (GMT+6) time zone.

3.3 Work to be performed

The main work of the assessment is to understand the situation of supply chain management and availability of essential medicines at public health facilities in Bangladesh with the following proposed approach/methodology.

-literature review of local supply chain backgrounds and current system and practices with synthesis of global best practices. The situation analysis must be well conducted by identifying and mapping key stakeholders, data channeling modes/data flow, reporting points and beneficiaries.

-Survey Methodology including questionnaire for key informant interviews (KII), focused group discussion (FGD), tools, other aspects if required. Digital tools such as electronic tablets, laptops, modems, data



software, and internet connectivity needs to be available with the contractor. These needs to be available to all Field Data Collectors along with visiting team members.

- Situation analysis in the field through physical assessment of selective health facilities (sample size) with Key Informant Interview (KII), FGD as per guidance and instructions of WHO and DGHS.

Sample size includes:

(a) Qualitative sample size:

-Identify and conduct KII and FGD with relevant at national and field level and others as appropriate.

(b) Quantitative sample size: For the assessment of health facility, the bidder should submit the details of proposal with sampling method which will be representative from perspective of divisional level as well national (central) level and inclusiveness of all tiers of public health facilities covering both urban and rural area of public health facilities (Community clinic (atleast 2 community clinic from each division- 1 from Divisional head quarter and another 1 from hard to reach area), Union sub centre, Upazila Health Complex, District Hospital, Medical College Hospital, Specialized Hospital (SH), Specialty post-graduate institute & hospital (SpH) including hard to reach area) through probability proportional to size (PPS).

The team is expected to participate regularly in all the meetings of Technical Working Groups to seek guidance from them on developing the document which is country specific and feasible to country context.

-Stakeholder Engagement for finalization of methodology, workplan, timeline, draft report, final report, dissemination.

The bidder is to lay out the specific tasks/detailed work to complement the methodology/approach of the project to achieve the the desired objectives in their technical proposal. Key specific tasks should include:

1. Review and reflect the functions of all tier of facility
2. Advocacy Meeting
3. Monitoring systems of supply chain system for essential medicines
4. Identification of relevant key informants

3.3.1 Key requirements

Key requirements of the project will be validated report on situation analysis of supply chain management and availability of essential medicines at public health facilities in Bangladesh with recommendation in English.

Deliverables: Contractual partner is required to submit following report and deliverables as a minimum output from the contract:

1. Inception report (including presentation to counterpart, planning for activities, schedule of facility visits – Gant chart, literature review existing policy, manual, relevant survey, situation analysis in Bangladesh and in the global arena including the best practices).
2. Questionnaire development and piloting.
 - KII and FGD as appropriate
 - Questionnaire for availability survey at facility level from primary to tertiary level public health facility
3. Data Collection completion report with the following points
 - Process of development of Questionnaire and piloting
 - The completion report of data collections.
4. Final technical and financial report (one hard and one soft copy)
 - The technical report as per template of WHO with details activities completed under terms of reference from the signing of contract till the end of agreement supported by the document which includes list of essential medicines in group requirement by facilities
 - Financial report as per WHO format including all relevant data
5. A separate report on the assessment prepared with the following but not limited to the following aspects:

Country/Unit Name **BAN HS**

- Executive summary
- Introduction (context, purpose and description of other similar studies which have been done)
- Literature review
- Materials and Methods- data sources , data collection tools, analytical approach, study limitation
- Results
- Discussion
- Recommendations and conclusion
- Annexure
- Reference cited

The findings should be presented in table, bar charts, and graph if required to maintain the quality of document.

Annexures: relevant to the assessment includes data checklist/questionnaire, list of key informants interviewed , list of facilities records reviewed, schedule of field visits, list of data collector, data analyst, list of literature reviewed, photographs of activities and presentations of the situation analysis for the national authority for dissemination.

Inputs

The work will be conducted under the supervision of the Team Lead – Health System and National Professional Officer-Patient Safety and Blood Safety and National Consultant – Access to Essential Drugs and Medicines, WHO, Bangladesh.

Activity Coordination & Reporting

Technical Officer:	Name, Title, Department, Unit - Sangay Wangmo, Team lead, Health Systems - Dr Murad Sultan, National Professional Officer - Aminul Islam, National Consultant — Access to Essential Drugs and Medicines	Email:	wangmos@who.int sultanm@who.int aislam@who.int
For the purpose of:	Technical supervision and instructions - Reporting		
Administrative Officer:	Thinlay Dorji, Administrative Officer	Email:	dorjit@who.int
For the purpose of:	Contractual and financial management of the contract		

3.3.2 Place of performance

In order to collect necessary data and information, adoption of an appropriate methodology is recommended. This can include determination of an appropriate sample size (nationally representative) by following probability proportional to size (PPS) method. Requirement of data can be assessed through conducting literature review and stakeholders including taskforce consultation and this will also lead to the development of proper data collection tools/forms. This is a sample based assessment. Data collection needs to be carried out in all eight divisions covering proportionate number of sample areas as distributed:

- Barishal
- Chattogram
- Dhaka



Country/Unit Name **BAN HS**

- Khulna
- Mymensingh
- Rajshahi
- Rangpur
- Sylhet

3.3.3 Timelines

Duration of assignment: The duration of the work is 6 (six) months, tentatively 15 May 2023-15 November 2023.

Requirements – Planning

Activity	Timeline
Countersigned Contract	15 May 2023
Inception report	05 June 2023
Questionnaire development and piloting	30 July 2023
Data Collection completion report	15 September 2023
Technical report and separate report	15 November 2023

Payment schedule

The bidder should submit the financial report as per WHO provided template of statement of expenditure along with original vouchers duly signed. Unspent money must be refunded to WHO. The contractual partner will receive the payment as per following schedule

1. 25% of total amount after the inception report
2. 30% of total amount after questionnaire development and piloting
3. 20% after Data Collection completion report acceptable by WHO
4. 25% after submission of final technical and separate report including field assessment acceptable by WHO within the time specified in the contract
5. Any balance (refund or final payment, respecting the final amount of the agreement) after completion of work and submission of the required deliverable with technical report and financial report along with vouchers acceptable WHO within the time specified in the contract

All data produced is the ownership jointly by Government of Bangladesh and World Health Organization and the expert cannot make use of accessed information for his or her personal and professional use outside this project without WHO's permission. The hiring bidder shall not use any of this resulting information for the purpose of publication without prior WHO permission. The contractor will sign confidentiality agreement with WHO in this regard.

3.3.4 Reporting requirements

The contract manager of the selected contractor will be expected to provide an updated status in a written format on a weekly basis.

Formal reporting (by VC and in the format of a technical report) is expected upon delivery of each deliverable (see above). Additional reporting activities may be requested by WHO, or initiated by the project manager on a need basis

3.3.5 Performance monitoring

The Contractor will be evaluated on:

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- their capacity to deliver products of an optimal technical quality within the agreed timelines.
- their proper and smooth project management (including communication with the Technical Officer, the Project Lead and any other stakeholder);
- their service orientation and responsiveness to WHO's needs and expectations.

3.3.6 Further capacities

Enter text or N/A



4. INSTRUCTIONS TO BIDDERS

Bidders should follow the instructions set forth below in the submission of their proposal to WHO:

WHO will not be responsible for any proposal which does not follow the instructions in this RFP, including this Section 4, and may, at its discretion, reject any such non-complaint proposal.

4.1 Language of the Proposal and other Documents

The proposal prepared by the bidder, and all correspondence and documents relating to the proposal exchanged by the bidder and WHO shall be written in the English language.

4.2 Intention to Bid

No later than 5 April 2023 the bidder shall complete and return by email to WHO to the following address: sebanprocurement@who.int the "Intention to Bid" in the form of the following attachments. At **14:00hrs, 6 April 2023**, WHO will organize a virtual pre-bid meeting with the bidders who would send the "Intention to Bid" to WHO through e-mail by the deadline. WHO will share the virtual pre-bid meeting link to the bidders (who sent the "Intention to Bid" by e-mail) by **13:00hrs, 6 April 2023**.

- The RFP **RFP/BAN/2023/010** Acknowledgement form, attached hereto as Annex 1, signed as confirmation of the bidder's intention to submit a bona fide proposal and designate its representative to whom communications may be directed, including any addenda; and
- The RFP **RFP/BAN/2023/010** Confidentiality Undertaking form, attached hereto as Annex 2, signed;
- The Self-Declaration form, attached hereto as Annex 6, signed.

These forms are confirming the bidder's intention to submit a bona fide proposal and designating a representative to whom communications may be directed, including any addenda.

WHO reserves the right to reject proposals from bidders who have not submitted the above-listed forms in accordance with this section.

4.3 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of the proposal, including but not limited to the possible cost of discussing the proposal with WHO, making a presentation, negotiating a contract and any related travel.

WHO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

4.4 Contents of the Proposal

☒ **Option 1:** Proposals must offer the total requirement. Proposals offering only part of the requirement may be rejected.

☐ **Option 2:** Proposals may offer the total requirement or only part thereof. The bidder shall indicate precisely which specific part of the requirement it intends to provide by completing Proposal Completeness form, attached hereto as Annex 3.



The bidder is expected to follow the proposal structure described in paragraph "Proposal Structure" below and otherwise comply with all instructions, terms and specifications contained in, and submit all forms required pursuant to, this RFP. Failure to follow the aforesaid proposal structure, to comply with the aforesaid instructions, terms and specifications, and/or to submit the aforesaid forms will be at the bidder's risk and may affect the evaluation of the proposal.

4.5 Joint Proposal

Two or more entities may form a consortium and submit a joint proposal offering to jointly undertake the work. Such a proposal must be submitted in the name of one member of the consortium - hereinafter the "lead organization". The lead organization will be responsible for undertaking all negotiations and discussions with, and be the main point of contact for, WHO. The lead organization and each member of the consortium will be jointly and severally responsible for the proper performance of the contract.

4.6 Communications during the RFP Period

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than **10 April 2023**:

Email for submissions of all queries: sebanprocurement@who.int
(use subject: *Bid Ref. RFP/BAN/2023/010*)

The BAN HS Team at WHO will respond in writing (via email only) to any request for clarification of the RFP that it receives by the deadline indicated above. 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. Questions are to be submitted following the format of the form "Questions from Bidders", attached hereto as Annex 4.

There shall be no individual presentation by or meeting with bidders until after the closing date for submission of proposals. 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.

4.7 Submission of Proposals

The bidder shall submit the complete proposal to WHO no later than 16/04/2023 at 14:00 hours Dhaka Location time ("the Closing Date for Submission of Proposals"), as follows:

- a) 1 Hardcopy of Master Technical Proposal labelled as "Technical Proposal for Situation analysis on supply chain management.
- b) 1 Hardcopy of Copy Technical Proposal with same label as Master Proposal.
-The technical proposal shall include but not limited to the reflection of WHO outlined Scope of Works/terms of reference, experience and detailed qualifications in performing the range of analysis on supply chain management on various projects, past projects
The Technical Proposal must not consist of any Financial proposal or information, non-compliance to which will lead to dis-qualification.
- c) 1 Financial Proposal (separate sealed envelope) labelled as "Financial Proposal for Situation analysis on supply chain management. Bidders are required to follow Annexure-8 (in separate sealed envelope)
- d) The bids shall be addressed to:
Office WHO Bangladesh Country Office



Country/Unit Name **BAN HS**

Bid Ref: RFP/BAN/2023/010
Attn: WHO Administrative Officer
World Health Organization
House 1/A, Road-8
Gulshan-1, Dhaka-1212

The bidder must ensure that the content of all copies is identical. If at any time a difference is discovered between any copies of the proposal then the "Master Copy" will prevail as the official copy.

Each proposal should be prepared in two distinct parts: the technical proposal and the financial offer. Each proposal must include the signed Proposal Completeness Form (attached hereto as Annex 3) and supporting documents, as well as the signed Acceptance Form (attached hereto as Annex 5).

Each proposal shall be marked Bid Ref: **RFP/BAN/2023/010** and be signed by a person or persons duly authorized to represent the bidder, submit a proposal and bind the bidder to the terms of the RFP.

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the proposal.

It shall be the Bidder's responsibility to obtain a confirmation of receipt by WHO of the signed Acknowledgement form (see section "Intention to Bid" 4.24.2 above) and the proposal, marking in particular the Bid Reference number and the date and time of receipt by WHO.

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

Any proposal received by WHO after the closing date for submission of proposals will be rejected.

WHO may, at its discretion, reject late bids. 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.

4.8 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of **365** calendar days after the closing date for submission of proposals. 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.

4.9 Modification and Withdrawal of Proposals

The bidder may withdraw its proposal any time after the proposal's submission and before the closing date for submission of proposals, provided that written notice of the withdrawal is received by WHO via email or mail as provided in section 4.7 above, prior to the Closing Date for Submission of Proposals.

No proposal may be modified after the closing date for submission of proposals, unless WHO has issued an amendment to the RFP allowing such modifications (see section 4.11 "Amendment of the RFP").

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 in accordance with section 4.8 "Period of Validity of Proposals".



4.10 Receipt of Proposals from Non-invitees

WHO may, at its own discretion, if it considers this necessary and in the interest of the Organization, extend the RFP to bidders that were not included in the original invitation list.

4.11 Amendment of the RFP

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 of proposals.

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.

4.12 Proposal Structure

The contents of the bidder's proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the information listed in sections 4.12.1 to 4.12.6.

Any information which the bidder considers confidential, should be clearly marked confidential.

4.12.1 Acceptance Form

The bidder's proposal must be accompanied by the Acceptance Form (see Annex 5, attached) signed by a duly authorized representative of the bidder and stating:

1. That the bidder undertakes on its own behalf and on behalf of its possible partners and contractors to perform the work in accordance with the terms of the RFP;
2. The total cost of the proposal, indicating the United Nations convertible currency used¹ (preferably US Dollars);
3. The number of days the proposal is valid (from the date of the form) in accordance with section 4.8 "Period of Validity of Proposals".

4.12.2 Executive Summary

The bidder's proposal must be accompanied by an Executive Summary of two pages maximum) introducing the proposed solution and approach / methodology.

4.12.3 Approach/Methodology

Bidders are invited to describe the methodology of work that will be adopted in the various stages of the workplan, and their proposed approach to satisfy WHO's expectations (in line with Requirements detailed under Chapter 3 above) including performance indicators and quality control methods.

4.12.4 Proposed Solution

The activity should result in Outputs, according to the description provided under Chapter 3.

The proposed solution should:

¹ <https://treasury.un.org/operationalrates/default.php>



- Describe all components of the service;
- describe the steps that will be followed for the development of the service/projects;
- propose a detailed workplan, including work packages, milestones for key deliverables.

4.12.5 Proposed Time line

A Timeline project plan following the timelines indicated under 3.3.3 above should be presented either in MS Project MPP, XLS or PDF format, Gant Chart.

4.12.6 Financial Proposal

The financial proposal is expected to provide a total price and breakdown per phase and per area of expertise. Please refer to Annex 8- In separate sealed envelope using the Annexure-8 template

4.13 Conduct and Exclusion of Bidders

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

In addition, bidders must submit a signed Self Declaration form, attached hereto as Annex 6.

Bidders will be excluded if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they or persons having powers of representation, decision making or control over them have 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 or trafficking in human beings;
- they or persons having powers of representation, decision making or control over them have been the subject of a final judgment or of a final administrative decision for financial irregularity(ies);
- it becomes apparent to WHO that they are guilty of misrepresentation in supplying, or if they fail to supply, the information required under this RFP and/or as part of the bid evaluation process;
- they have a conflict of interest, as determined by WHO in its sole discretion; or
- they are, or have found to be, in violation of any standard of conduct as described in the WHO Policies, referred to in section 7.33 of this RFP.

WHO may decide to exclude bidders for other reasons.



5. EVALUATION OF PROPOSALS

After the closing date for submission of proposals, WHO will open the proposals received in a timely manner.

There will be no public bid opening.

5.1 Preliminary Examination of Proposals

WHO will examine the 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.

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 economy and efficiency, WHO does not bind itself in any way to select the bidder offering the lowest price.

5.2 Clarification of Proposals

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.

5.3 Evaluation of Proposals

The following procedure will be utilized in evaluating the proposals, with technical evaluation of the proposal being completed prior to any focus on or comparison of price.

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:

- A study design and frame work for conceptualizing qualitative and quantitative approaches.
- Sampling of the situation analysis which is representative data for Bangladesh
- Approach of data collection tools preparation, modification and finalization.
- Detail approach of KII and FGD at different level of policies and operation level organizations involved in SCM
- Development of questionnaire for KII, FGD and availability survey
- Develop recommendations for improved supply chain management and availability of essential medicines
- Presentation of your Company / Institution (Short profile, including CV, diplomas, certificates of related studies)
- Staff dedicated to the Project, or specified phases thereof, on a full-time basis



- 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. Overall approach and methodology should not deviate too much from the proposed approach in TOR
- Detailed individual portfolio showcasing range of work with links to specific publications where the works have been published;
- Identify clients for whom you have done similar work; including references;
- Financial proposal – The financial proposal with the currency (BDT), should be submitted separately.
Note: *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.*
- Self-Declaration Form
- Statement of Conformity

Confidentiality: The contractual partner will

- keep this work confidential and not disclose or share any part of this work to any other party/person without permission of WHO.
- declare any potential conflict of interest for undertaking this work.

All rights in the work, including ownership of the original work and copyright, therefore, shall be vested in WHO, which reserves the right (a) to revise the work, (b) to use the work in a different way from that originally envisaged, or (c) not to publish or use the work.

5. Evaluation of Proposals:

5.1 Two-stage procedure will be followed in evaluating the proposals, with technical evaluation of the proposal being completed prior to any focus on or comparison of prices.

5.2 The Technical proposal will be opened initially and the bids which passed preliminary examination/scrutiny process in the light of instructions to bidders will be evaluated by the concerned teams of WHO.

5.3 During the technical evaluation process, financial envelopes will remain sealed/unopen. The financial bids of the successful bidders, whose proposal are compliant in terms of the requirements of the bid, will be considered eligible for financial evaluation;

5.4 Award, Scoring and Weightage System/Methodology

5.4.1 The bid of “the highest overall Technical and Financial scores” of 1,000 points will be awarded the contract.

5.4.2 The points/scores distributed for Technical and Financial Proposals are as follows:

5.4.3 Technical:

5.4.4 Total points assigned for Technical Proposals is: 700

5.4.5 Minimum points bidders must obtain to become technical qualified/responsive: 70% of 700

5.5 Post Bid Financial Viability Assessment:

WHO can carry out Financial Viability Assessment and Company Capacity Assessment as part of the post Bid Evaluation process with prospective successful bidders including the interview of the senior officers to validate the technical evaluation and scoring process.

5.6. Financial:

5.6.1 Total points assigned for Financial Proposal is 300.

5.6.2 All technical qualified proposals will be scored out of 700 based on the formula provided below. The maximum points (300) will be assigned to the lowest financial proposal.

5.7 Detailed weighted score matrix for Technical Proposals:



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 2.

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 2 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 2 - "PASS/FAIL (YES/NO)" – Questions

Requirement	Qualification Criteria	Supporting Documents to be provided by the bidder	YES/NO
Registered organization in Bangladesh	Legal entity of the bidder	Copy of up-to-date Certificate of Registration from appropriate Government authority.	
The company is compliant with the tax/vat rules/regulation of the Government of Bangladesh	VAT Compliant Organization	TIN Certificate	
No pending Criminal/Civil lawsuits against the bidder's company/firm	Eligibility of the Bidder	A Statement by the bidder to this effect.	
The bidder's company/firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country	Eligibility of the Bidder	A Statement by the bidder to this effect	
There is no pending major lawsuits and litigations against the bidder's company/firm in excess of USD 100,000 at risk	Eligibility of the Bidder	A Statement by the bidder to this effect.	
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	A Statement by the bidder to this effect.	
Supplier is eligible as per the declaration of the eligible criteria applicable to private and public companies.	Eligibility of the Bidder as per WHO criteria	Signed Self Declaration Form-Annex-6	

Technical Scoring and Weighting System:

Total obtainable points/scores distributed for **technical proposal are 700** with score weight and scoring scale as below:

Bidders are required to read the Specification, Requirements Specific Quality Questions and Price Matrix which provides details of the information the World Health Organization requires, in order to submit a substantial bid. Your bid submissions will be used to evaluate your capability to provide the required services.

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

The scoring scale system 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 contract requirements	100%
Good	Good evidence of ability to exceed contract requirements	90%
Satisfactory	Satisfactory evidence of ability to support contract requirements	70%
Poor	Marginally acceptable or weak evidence of ability to support contract	40%
Very Poor	Lack of evidence to demonstrate ability to comply with contract	10%
No submission	Information has not been submitted or is unacceptable	0%

Technical 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. 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:

- The bid of "the highest overall Technical and Financial scores" of 1,000 points will be awarded;
- Score/Point distributed as per the Weighting matrix in this RFP: 700 points for Technical Proposal and 300 points for the Financial Proposal.
- 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, weighted evaluation criteria and points/scores for each criterion/sub-criterion under Technical Evaluation with total points (700) are provided below :

Detail Evaluation Criteria of each of the categories are as below:

A. Expertise of the Firm/Organization: 130 points		Score
A.1	General Organizational Capability/strength: 40 points	40
	(A summary of information needs to be provided as per the format in Appendix 1)	
	o Size of the firm (total employment, geographical distribution of the headquarters, field offices) in respect of activities/operations in the country	10
	o Management structure of the firm (Organizational organogram)	10
	o Total experience (number of years in the service)	10
	o Audit report (Last two years)	10
	Sub total A.1	40
A.2	Relevant background: 50 points	50
	(A summary of information needs to be provided as per the format in Appendix 2)	

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	Total years of experience in assessment in health facilities in Bangladesh or other Low-and-Middle-Income-Countries. (Verifying documents, e.g., project completion certificate needs to be attached with proposal): 20 points	20
	5 years and above: 20 points	20
	4 years: 15 points	15
	3 years: 10 points	10
	<2 years: 0 points	0
	Financial size of the situation assessment related projects completed in past 5 years since July 2022 (project document summary sheet with financial size must be included): 30 points	30
	BDT 30 Lakh: 30 points	30
	BDT 20 lakh: 25 points	25
	BDT 10 lakh: 20 points	20
	BDT < 0.10 lakh: 0 points	0
	Sub total A.2	50
A.3	Quality assurance procedure including project monitoring and evaluation and internal oversight teams: 40 points	40
	Oversight plan & team for the assessment activities 15 points	15
	Quality assurance/Quality control plan 10 points	10
	Monitoring plan of the assessment activities 10 points	10
	Proposed organogram of the assignment 5 points	5
	Sub total A.3	40
	Total for A (A.1+A.2+A.3)	130
B. Proposed Methodology, Approach and Implementation Plan: 370 points		
B.1	Understanding of the proposal that is level of understanding on project requirements and presentation in the RFP as outlined under the RFP: 100 points	100
B.2	The work plan laid out by the firm towards implementation of the project is clear, practical, systematic: 70 points	70
B.3	The work methodology includes approach, sampling methods and activity description to complete the assignment are rational and practical in time: 100 points	100
B.4	The detailed monitoring requirements are clearly identified with suitable indicators and assigned personnel for monitoring: 50 points	50
B.5	Risk Mitigation strategy : 50 points	50
	Total for B	370
C. Management Structure and Key Personnel: 200 points		
C.1	Project Manager: 40 points	40
	• Educational Background: 15 points	

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	o PhD = 15 points	15
	o MPH (Epidemiology) with bachelor in any discipline = 12 points	12
	o B. Sc. (Science) = 10 points	10
	o Others= 0 points	0
	• Years of Experience as Project Manager: 15 points	
	o 5 Years and above = 15 points	15
	o 3 Years = 12 points	12
	o 2 Years = 10 points	10
	o < 2 Years = 0 points	0
	• Number of projects managed in South East Asia Region: 10 points	
	o 5 Projects and above = 10 points	10
	o 3 Projects = 8 points	8
	o 2 Projects = 6 points	6
	o <2 Projects = 0 points	0
C2	Data Analyst: 40 Points	40
	• Educational Background: 15 points	
	o M.Sc. (Statistics) = 15 points	15
	o B. Sc. (Statistics) = 12 points	12
	o Diploma (Statistics)= 5 points	5
	o Others= 0 points	0
	• Years of Experience as Professional data analyst: 15 points	
	o 5 Years and above = 15 points	15
	o 3 Years = 12 points	12
	o 2 Years = 10 points	10
	o < 2 Years = 0 points	0
	• Number of projects with situation assessment planning and designing: 10 points	
	o 5 Projects and above = 10 points	10
	o 3 Projects = 8 points	8
	o 2 Projects = 6 points	6
	o <2 Projects = 0 points	0
C3	Data collector: 40 Points (Qualitative data)	40
	• Educational Background: 15 points	
	o M.Sc. in social science or related fields = 15 points	15
	o B. Sc. in social science or related fields = 12 points	12
	o Diploma = 5 points	5
	o Others= 0 points	0
	• Years of Experience as Professional data collector: 15 points	
	o 5 Years and above = 15 points	15
	o 3 Years = 12 points	12
	o 2 Years = 10 points	10
	o < 2 Years = 0 points	0

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	• Number of projects with situation assessment data collection: 10 points	
	o 5 Projects = 10 points	10
	o 3 Projects = 8 points	8
	o 2 Projects = 6 points	6
	o < 2 Projects = 0 points	0
C4	Data collector: 40 Points (Quantitative data) Different from qualitative data collector	40
	• Educational Background: 15 points	
	o M.Sc. in social science or related fields = 15 points	15
	o B. Sc. in social science or related fields = 12 points	12
	o Diploma = 5 points	5
	o Others= 0 points	0
	• Years of Experience as Professional data collector: 15 points	
	o 5 Years and above = 15 points	15
	o 3 Years = 12 points	12
	o 2 Years = 10 points	10
	o < 2 Years = 0 points	0
	• Number of projects with situation assessment data collection: 10 points	
	o 5 Projects = 10 points	10
	o 3 Projects = 8 points	8
	o 2 Projects = 6 points	6
	o < 2 Projects = 0 points	0
C5	Data Entry Operator: 40 Points	40
	• Educational Background: 15 points	15
	o M. Sc. (Science) = 15 points	15
	o B. Sc. (Science) = 12 points	12
	o Diploma = 5 points	5
	o Others= 0 points	0
	• Years of Experience as data entry operator: 15 points	15
	o 5 Years and above = 15 points	15
	o 3 Years = 12 points	12
	o 2 Years = 10 points	10
	o < 2 Years = 0 points	0
	• Number of projects with situation assessment designing and planning: 10 points	10
	o 5 Projects = 10 points	10
	o 3 Projects = 8 points	8
	o 2 Projects = 6 points	6
	o < 2 Projects = 0 points	0
	Total	700



A minimum of 490 points out of 700 are required to pass the technical evaluation and qualify to compete in the financial evaluation.

Financial Evaluation

During the Financial Evaluation, the price proposal of all bidders who have passed the Technical Evaluation will be compared, according to the following scoring and weighting system.

Financial Scoring and Weighting System:

All technical 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 on supply chain management of medicine and/or any other relevant public health program.
- 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 accreditations/publications (if any) covering the capability/strength under technical evaluation part. Evidence needs to be provided for each of the items as mentioned in evaluation criteria of each category.
- Any other documents such as accreditation

During the financial evaluation, the price proposal of all bidders who have passed the technical evaluation will be compared.

5.4 Bidders' Presentations

WHO may, during the evaluation period, at its discretion, invite selected bidders to supply additional information on the contents of their proposal (at such bidders' own cost). Such bidders will be asked to give a presentation of their proposal (possibly with an emphasis on a topic of WHO's choice) followed by a question and answer session. If required, the presentation will be held at WHO or by tele/videoconference.

NOTE: Other presentations and any other individual contact between WHO and bidders is expressly prohibited both before and after the closing date for submission of proposals.



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6. AWARD OF CONTRACT

6.1 Award Criteria, Award of Contract

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.

6.2 WHO's Right to modify Scope or Requirements during the Evaluation/Selection Process

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.

6.3 WHO's Right to Extend/Revise Scope or Requirements at Time of Award

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.

6.4 WHO's Right to enter into Negotiations

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.

6.5 Signing of the Contract

Within 30 days of receipt of 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.

**6.6 Publication of Contract**

WHO reserves the right, subject to considerations of confidentiality to 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.



7. GENERAL AND CONTRACTUAL CONDITIONS

The contract between WHO and the selected bidder ("the Contract") will, unless otherwise explicitly agreed in writing, include the provisions as set forth in this section, and will otherwise inter alia address the following issues:

- a) responsibilities of the selected bidder(s) ("the Contractor(s)") and WHO;
- b) clear deliverables, timelines and acceptance procedures;
- c) payment terms tied to the satisfactory performance and completion of the work;
- d) notices.

The prices payable by WHO for the work to be performed under the Contract shall be fixed for the duration of the Contract and shall be in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice. The total amount payable by WHO under the Contract may be either a lump sum or a maximum amount. If the option for payment of a lump sum applies, that lump sum is payable in the manner provided, subject to satisfactory performance of the work. If the option for payment of a maximum amount applies:

- the Contract shall include a detailed budget;
- the Contractor shall be held to submit a financial statement together with each invoice;
- any advance payments by WHO shall be used by the Contractor exclusively for the work in accordance with the budget and any unspent balance shall be refunded to WHO;
- payment by WHO shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements;
- 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; and
- consistent with section 7.3, (Audit and Access), all financial reports shall be subject to audit by or on behalf of WHO, including examination of supporting documentation and relevant accounting entries in the Contractor's books. In order to facilitate financial reporting and audit, the Contractor shall keep systematic and accurate accounts and records in respect of the work.

Unless otherwise specified in the Contract, WHO shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and WHO shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity as described in the Contract, from any other sources at any time.

Unless otherwise specified in the Contract, in the event that the Contract is a Long-Term Agreement ("LTA"), the Contractor shall offer the same prices and terms as those agreed with WHO under the Contract to other interested United Nations system agencies and to organizations eligible to purchase through WHO, it being understood that each such agency and organization will be responsible for independently entering into and administering its own contract with the Contractor. The Contractor shall take into account the additional quantities of services purchased by all United Nations system agencies and other organizations as aforesaid to further reduce the prices for WHO and such other agencies and organizations.

7.1 Conditions of Contract

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.



7.2 Responsibility

The Contractor will be responsible to ensure that the work performed under the Contract meets the agreed specifications and is completed within the time prescribed.

7.3 Audit and Access

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:

- the Contractor's books, records and systems (including all relevant financial and operational information) relating to the Contract; and
- 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.

7.4 Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to WHO in connection with the performance of the work under the Contract. The Contractor shall refrain from any action which may adversely affect WHO and shall fulfil its commitments with the fullest regard to the interests of WHO.

7.5 Warranties

The Contractor warrants and represents to WHO as follows:

1. The deliverables shall meet the specifications called for in the Contract and shall be fully adequate to meet their intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free. 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.
2. The deliverables 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, 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.
3. 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.

4. 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.

5. 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.

6. 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.

Contractor furthermore warrants and represent that the information provided by it to WHO in response to the RFP and during the bid evaluation process is accurate and complete. Contractor understands that in the event Contractor has failed to disclose any relevant information which may have impacted WHO's decision to award the Contract to Contractor, or has provided false information, WHO will be entitled to rescind the contract with immediate effect, in addition to any other remedies which WHO may have by contract or by law.

7.6 Legal Status

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis WHO, and nothing contained in or relating to the Contract shall be construed as establishing or creating an employer/employee relationship between WHO, on the one hand, and the Contractor or any person used by the Contractor in the performance of the work, on the other hand.

Thus the Contractor shall be solely responsible for the manner in which the work is carried out. WHO shall not be responsible for any loss, accident, damage or injury suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on WHO premises or not.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damage, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.

7.7 Relation Between the Parties

Nothing in the Contract shall be deemed to constitute a partnership between the Parties or to constitute either Party as the agent of the other.

7.8 No Waiver

The waiver by either Party of any provision or breach of the Contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

7.9 Liability



The Contractor hereby indemnifies and holds WHO harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against WHO at any time and based on, or arising out of, breach by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

7.10 Assignment

The Contractor shall not assign, transfer, pledge or make any other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of WHO.

7.11 Indemnification

The Contractor shall indemnify and hold WHO harmless, from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against WHO at any time and based on, or arising out of, the acts or omissions of the Contractor, or the Contractor's employees, officers, agents, partners or sub-contractors, in the performance of the Contract. This provision shall extend, inter alia, to claims and liabilities in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants, partners or sub-contractors.

7.12 Contractor's Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.13 Subcontracting

Any intention to subcontract aspects of the Contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime contractor. No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or formally agreed to by WHO at a later time. In any event, the total responsibility for the Contract remains with the Contractor.

The Contractor shall be responsible for ensuring that any and all subcontracts shall be fully consistent with the Contract, and shall not in any way prejudice the implementation of any of its provisions.

7.14 Place of Performance

The place of performance of the work under the Contract shall be as mentioned in section 3.3.2 above.

7.15 Language



All communications relating to the Contract and/or the performance of the work thereunder shall be in English.

7.16 Confidentiality

- 1) 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.
- 2) 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.
- 3) 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.

7.17 Title Rights

- 1 All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein as referred to in section 7.5.2 above, shall be exclusively vested in WHO.
- 2 WHO reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.
- 3 At WHO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist WHO in securing such rights in compliance with the requirements of applicable law.

7.18 Termination and Cancellation

WHO shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

- 1) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
- 2) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time for fulfilment of such obligations, will not be respected.

In addition, WHO shall be entitled to terminate the Contract (or part thereof), in writing:

- At will with the provision of thirty (30) days prior notice in writing; and
- With immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided above, the Contractor is:



- a. In breach of any of its material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from WHO; or
- b. Adjudicated bankrupt or formally seeks relief of its financial obligations.

7.19 Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by reasons outside such party's reasonable control it being agreed, however, that WHO shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 7.17 (Title Rights), deliver to WHO all work products and other materials so far produced.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to WHO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Contractor shall also notify WHO of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this section, WHO shall take such action as it, in its sole discretion, considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

7.20 Surviving Provisions

Those rights and obligations of the Parties as set forth in sections 7 and 8 that are intended by their nature to survive the expiration or earlier termination of the Contract shall survive indefinitely. This includes, **but is expressly not limited to**, any provisions relating to WHO's right to financial and operational audit, conditions of contract, warranties, legal status and relationship between the parties, breach, liability, indemnification, subcontracting, confidentiality, title rights, use of the WHO name and emblem, successors and assignees, insurance and liabilities to third parties, settlement of disputes, observance of laws, privileges and immunities, no terrorism or corruption, foreign nationals and compliance with WHO policies.

7.21 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.

7.22 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.

7.23 Successors and Assignees



The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior written approval of WHO.

7.24 Payment

Payment will be made against presentation of an invoice in a UN convertible currency (preferably US Dollars) in accordance with the payment schedule contained in the Contract, subject to satisfactory performance of the work. 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 Contractor will consult with WHO so as to avoid the imposition of such charges with respect to this contract and the goods supplied and/or services rendered hereunder. As regards excise duties and other taxes imposed on the sale of goods or services (e.g. VAT), the Contractor 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 Contractor agrees to list such charges on its invoices as a separate item and, to the extent required, cooperate with WHO to enable reimbursement thereof.

7.25 Title to Equipment

Title to any equipment and supplies that may be furnished by WHO shall remain with WHO and any such equipment shall be returned to WHO at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to WHO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate WHO for equipment determined to be damaged or degraded beyond normal wear and tear.

7.26 Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain:

- (i) insurance against all risks in respect of its property and any equipment used for the execution of the Contract;
- (ii) all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract; and
- (iii) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the performance of the work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees, partners or sub-contractors performing work in connection with the Contract.

Except for the workmen's compensation insurance, the insurance policies under this section shall:

- 1) Name WHO as additional insured;
- 2) Include a waiver of subrogation to the insurance carrier of the Contractor's rights against WHO;
- 3) Provide that WHO shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

Country/Unit Name **BAN HS**

The Contractor shall, upon request, provide WHO with satisfactory evidence of the insurance required under this section.

7.27 Settlement of Disputes

Any matter relating to the interpretation of the Contract which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of the Contract 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.

7.28 Authority to Modify

No modification or change of the Contract, no waiver of any of its provisions or any additional contractual relationship of any kind shall be valid and enforceable unless signed by a duly authorized representative of both parties.

7.29 Privileges and Immunities

Nothing in or relating to the Contract shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.

7.30 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.

7.31 Ethical Behaviour

WHO, the Contractor and each of the Contractor's partners, subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of the Contract. In this regard, the Contractor shall also ensure that neither the Contractor nor its partners, subcontractors, agents or



employees will engage in activities involving child labour, trafficking in arms, promotion of tobacco or other unhealthy behaviour, or sexual exploitation and abuse.

7.32 Officials not to Benefit

The Contractor warrants that no official of WHO has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or the award thereof.

7.33 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.

7.34 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:

- ✓ 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 by any of its employees and any other persons engaged by it to perform any services under the Contract; 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 contractor becomes aware; and
- ✓ 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 (ii) promptly report to WHO, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Contractor becomes aware.

7.35 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.

7.36 Compliance with applicable laws, etc.

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract. Without limiting the foregoing or any other provision of these General and Contractual Conditions, the Contractor shall at all times comply with and ensure that each of its partners, subcontractors and their employees and agents comply with, any applicable laws and regulations, and with all WHO policies and reasonable written directions and procedures from WHO relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.

In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its partners, subcontractors or any of their employees or agents, of any laws, regulations, WHO policies or other reasonable written directions and procedures, the Contractor shall immediately notify WHO of such violation or potential violation. WHO, in its sole discretion, shall determine the course of action to remedy such violation or prevent such potential violation, in addition to any other remedy available to WHO under the Contract or otherwise.

7.37 Breach of Essential Terms

The Contractor acknowledges and agrees that each of the provisions of section 7.30 (Anti-Terrorism and UN Sanctions; Fraud and Corruption), section 7.31 (Ethical Behaviour), section 7.32 (Officials not to Benefit), section 7.33 (Compliance with WHO Codes and Policies), and section 7.36 (Zero tolerance for sexual exploitation and abuse), section 7.35 (Tobacco/Arms Related Disclosure Statement) and section 7.36 (Compliance with applicable laws, etc.) hereof 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.



8. PERSONNEL

8.1 Approval of Contractor Personnel

WHO reserves the right to approve any employee, subcontractor or agent furnished by the Contractor and Contractor's consortium partners for the performance of the work under the Contract (hereinafter jointly referred to as "Contractor Personnel"). All Contractor Personnel must have appropriate qualifications, skills, and levels of experience and otherwise be adequately trained to perform the work. WHO reserves the right to undertake an interview process as part of the approval of Contractor Personnel.

The Contractor acknowledges that the qualifications, skills and experience of the Contractor Personnel proposed to be assigned to the project are material elements in WHO's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that Personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not, in principle, thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties. Circumstances may arise, however, which necessitate that Personnel be substituted in the course of the work, e.g. in the event of promotions, termination of employment, sickness, vacation or other similar circumstances, at which time a replacement with comparable qualifications, skills and experience may be assigned to the project, subject to approval of WHO.

WHO may refuse access to or require replacement of any Contractor Personnel if such individual renders, in the sole judgment of WHO, inadequate or unacceptable performance, or if for any other reason WHO finds that such individual does not meet his/her security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice from WHO. The replacement will have the required qualifications, skills and experience and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

8.2 Project Managers

Each party shall appoint a qualified project manager ("Project Manager") who shall serve as such party's primary liaison throughout the course of the project. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

The Project Managers shall meet on a monthly basis in order to review the status of the project and provide WHO with reports. Such reports shall include detailed time distribution information in the form requested by WHO and shall cover problems, meetings, progress and status against the implementation timetable.

8.3 Foreign Nationals

The Contractor shall verify that all Contractor Personnel is legally entitled to work in the country or countries where the work is to be carried out. WHO reserves the right to request the Contractor to provide WHO with adequate documentary evidence attesting this for each Contractor Personnel.

Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

8.4 Engagement of Third Parties and use of In-house Resources



The Contractor acknowledges that WHO may elect to engage third parties to participate in or oversee certain aspects of the project and that WHO may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents cooperate, in good faith, with such third parties and with any WHO in-house resources.



9. **LIST OF ANNEXES & APPENDICES**

Annex 1	Acknowledgment Form
Annex 2	Confidentiality Undertaking
Annex 3	Proposal Completeness Form
Annex 4	Information from Bidder
Annex 5	Acceptance Form
Annex 6	Self Declaration Form
Annex 7	Questions from Bidders Template

Annex-8	Financial Proposal
Appendix 2	Title
Appendix 3	Title

Country/Unit Name **BAN HS**Request for Proposals: **RFP/BAN/2023/010****Annex 1: Acknowledgement Form** (Ref. Paragraph 4.2)

Please check the appropriate box (see below) and email this acknowledgement form immediately upon receipt to sebanprocurement@who.int.

The Bid Reference: **RFP/BAN/2023/010** must be mentioned in the Subject line.

☐ **Intention To Submit A Proposal**

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we intend to submit a proposal on or before 16/04/2023 at 14:00 hours Dhaka Location time.

☐ **Non-Intention To Submit A Proposal**

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we do not intend to submit a proposal for the following reasons:

Bidder's Contact Information is as follows:

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



Request for Proposals: RFP/BAN/2023/010

Annex 2: Confidentiality Undertaking (Ref. Paragraph 4.6)

- The World Health Organization (WHO), acting through its Department of BAN HS, has access to certain information relating to Situation analysis of supply chain management and availability of essential medicine which it considers to be proprietary to itself or to entities collaborating with it ("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 the [Title of the RFP] 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.
- 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:
 - was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
 - was in the public domain at the time of disclosure by or for WHO to the Undersigned;
 - becomes part of the public domain through no fault of the Undersigned; or
 - 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:	.....

Country/Unit Name **BAN HS**Request for Proposals: **RFP/BAN/2023/010****Annex 3: Proposal Completeness Form** (Ref. Paragraphs 4.4 & 4.6)

Section	Requirement	Completed in full (Yes/No)	
Annex 2	Confidentiality undertaking form	☐ Yes	☐ No
Annex 3	Proposal completeness form	☐ Yes	☐ No
Annex 4	Information about Bidder		
Annex 5	Acceptance form	☐ Yes	☐ No
Annex 6	Self-Declaration Form	☐ Yes	☐ No
4.12.2 to Error! Referen ce source not found.	Technical Proposal, including Executive Summary, proposed solution, approach/methodology and timeline	☐ Yes	☐ No
Annex 8	Financial Proposal	☐ Yes	☐ No
Annex 7	Questions from Bidders	☐ Yes	☐ No
		☐ Yes	☐ No

The

enclosed Proposal is valid for _____ days from the date of this form (Ref. Paragraph 4.8).

Agreed and accepted, in (.....) original copies on _____

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



Request for Proposals: RFP/BAN/2023/010

Annex 4: Information about Bidder

RFP Ref. If applicable	Information required
	1. Company Information
	1.1 Corporate information
3.2.1	1.1.1 Company mission statement (<i>including profit or not for profit status</i>)
	1.1.2 Service commitment to customers and measurements used
3.2.2	1.1.3 Accreditations
	1.1.4 Organization structure
	1.1.5 Geographical presence
	1.1.6 Declared financial statements for the past (3) three years ¹
	1.2 Legal Information
	1.2.1 History of Bankruptcy
	1.2.2 Pending major lawsuits and litigations in excess of USD 100,000 at risk
	1.2.3 Pending Criminal/Civil lawsuits
3.2.3	2. Experience and Reference Contact Information
	2.1 Relevant Contractual relationships
	2.1.1 Relevant Contractual projects (with other UN agencies or Contractors)
	2.2 Relevant Project Names (<i>list and provide detailed examples of relevant experience gained within the past five years of the issuance of this RFP that demonstrate the Contractor's ability to satisfactorily perform the work in accordance with the requirements of this RFP</i>).
	2.2.1 Project Description
	2.2.2 Status (<i>under development / implemented</i>)
	2.2.3 Reason for relevance (<i>provide reason why this project can be seen as relevant to this project</i>)
	2.2.4 Roles and responsibilities (<i>list and clearly identify the roles and responsibilities for each participating organization</i>)
	2.2.4.1 Client's Role and Responsibility: Inputs from beneficiary
	2.2.4.2 Contractor's Role and Responsibility: role in project
	2.2.4.3 Third party Contractors' Role and Responsibility: previously specified 3 rd party role in project
	2.2.5 Team Members (<i>indicate relevant members of the team that will also be used for this project</i>)
3.2.4	3. Staffing information
	3.1 Number and Geographical distribution of staff
	3.1.1 Staff turnover rate for the past three years
	3.2 Staff dedicated to the Project
	3.2.1 Name and CV of each team member
	3.2.2 Structure of the team, and role of each member in the project
	3.2.3 Time dedicated to the project
	3.2.3 Contingency plans in the event of a vacancy
4.5	4. Proposed sub-contractor arrangements including sub-contractor information (<i>as above for each sub-contractor</i>)

¹ For companies in existence less than two years, please provide the available audited financial statements.



Annex 5: Acceptance Form (Ref. Paragraph 4.6)

TO BE SUBMITTED IN SEPARATE ENVELOPE, NOT IN TECHNICAL PROPOSAL

(No information related to the financial costs of this work should be contained in the technical proposal)

Financial proposal can be requested:

- Either on one of the tables below, in which case (i) tick the first box and (ii) use/customize one of the tables below.
- Or in a separate excel sheet, in which case (i) tick the second box; (ii) customize second table below keeping just the headers; and (iii) keep the second paragraph below:

The Undersigned, ..., confirms to have read, understood and accepted the terms of the Request for Proposals (RFP) No. RFP/BAN/2023/010, and its accompanying documents. If selected by WHO for the work, the Undersigned undertakes, on its own behalf and on behalf of its possible partners and Contractors, to perform RFP template in accordance with the terms of this RFP and any corresponding contract between WHO and the Undersigned, ☐ for the following sums ☐ for the amount(s) below and attached Excel form.

The breakdown/itemized amounts for each of the deliverables must be completed in a separate sheet, which must be attached as part of the Financial proposal (TO BE SUBMITTED IN SEPARATE ENVELOPE). The bidder must ensure that the amount of each Deliverable or of the total amount is identical in the supporting breakdown/itemized amounts sheet and in Annex 5 below. In case of inconsistency between those two documents, the most favorable terms to WHO in either the breakdown/itemized amounts sheet or the Annex 5 shall prevail.

[illegible]

The enclosed Proposal is valid for _____ days from the date of this form (Ref. Paragraph 4.8).

Agreed and accepted, in (....) original copies on _____ Date _____

Entity Name:



Country/Unit Name **BAN HS**

Mailing Address:	..... ..... .....
Name and Title of duly authorized representative:	.....
Signature:	

Annex 6: Self Declaration Form

Applicable to private and public companies

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

- 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;
- 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;
- 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;
- 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;
- 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;
- 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;
- 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;
- 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;
- it adheres to the UN Supplier Code of Conduct;
- 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:	.....



Request for Proposals: RFP/BAN/2023/010

Annex 7: Questions from Bidders (Ref. Paragraph 4.6)

No.	RFP Section reference	Question
1	Enter Text	Enter Text
2	Enter Text	Enter Text
3	Enter Text	Enter Text
4	Enter Text	Enter Text
5	Enter Text	Enter Text
6	Enter Text	Enter Text
7	Enter Text	Enter Text
8	Enter Text	Enter Text
9	Enter Text	Enter Text
10	Enter Text	Enter Text
11	Enter Text	Enter Text
12	Enter Text	Enter Text
13	Enter Text	Enter Text
14	Enter Text	Enter Text
15	Enter Text	Enter Text
16	Enter Text	Enter Text
17	Enter Text	Enter Text
18	Enter Text	Enter Text
19	Enter Text	Enter Text
20	Enter Text	Enter Text

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