



**World Health
Organization**
Bangladesh

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In reply please

refer to :

BAN/RFP/2023/028

Prospective Bidders

Your reference:

26 October 2023

Dear Prospective Bidder,

Subject: Request for Proposal for Clearing and Forwarding Agent Services for imported/exported consignments for WHO Bangladesh under Long Term Agreement

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, 5.1 & 5.2	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	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/2023/028) no later than 05 November 2023:14:00 hrs.

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 November 2023:1400 hrs, 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/2023/028: 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/2023/028: Confidentiality.doc (Annex-2) form signed.
 - C. The Self-Declaration form, attached hereto as Annex 6, signed.

3. 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, 5.1 & 5.2 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 12 November 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.

4. 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**.
5. 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**

**Provision of Clearing and Forwarding Agent Services for imported/exported
Consignments for WHO Bangladesh under Long Term Agreement**

Request for Proposals (RFP)

Bid Reference

RFP/BAN/2023/028

Country/Unit Name

Bangladesh/BAN ADM

Closing Date:

[Enter closing date: 12 November 2023]



Country/Unit Name **Bangladesh/BAN ADM**

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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 carry out the following work: render Clearing and Forwarding (C&F) Agent Services for imported/exported Consignments for WHO Bangladesh under Long Term Agreement (LTA).

WHO may during a certain period procure certain services from the selected providers at prices which will remain fixed for the duration of the LTA or framework/umbrella agreement (two years, renewable once for an additional period of one year, at WHO's discretion). Specific services will be provided under separate requests, issued by WHO on a case by case basis (each of which will reference the terms of the LTA or framework/umbrella agreement). The LTA or framework/umbrella agreement will not constitute an obligation on the part of WHO to request any services from the selected providers. Services will be requested on an as needed basis, as determined by WHO. There will be no guarantee of any minimum volume of services and WHO retains the right to enter into multiple LTA's or framework/umbrella agreements, and/or to engage similar services from other sources.

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

Logistics Unit under AO, WRO Bangladesh

1.3 Definitions, Acronyms and Abbreviations

WHO	World Health Organization
LTA	Long Term Agreement
WHA	World Health Assembly
WRO	WHO Representative's Office
RFP	Request for Proposal
Services	Clearing and Forwarding Services, Transport Services
C& F Agent	The service provider to be engaged by WHO for providing clearing and forwarding with transportation services



2. BACKGROUND

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

2.1 Overview

WHO requires a successful bidder, the Provider as a C&F Agent for clearing, forwarding and transportation services for CDVAT exempted consignments of WHO in all Air or Surface (Sea) ports (the Service/Jobs/Projects) for WHO Bangladesh office activities as well as part of extended/emergency support to collaborative Health Programmes with Ministry of Health and Family Welfare, Government of Bangladesh on long term basis. Interested and qualified Companies/Firms, who meet the qualification requirements and have the ability to perform the jobs on priority basis during emergency are invited to submit a quotation/bid in response to this Request for Proposal (RFP)



3. REQUIREMENTS

3.1 Introduction

WHO requires the successful bidder, the Contractor, to provide their services on clearing, forwarding, with Customs Duty/VAT free assessments for consignments imported by WHO via Air or Surface (Sea) carriers in any port of the Country as well as transportation/distribution of Goods to and from the Port of Entries or Warehouses of WHO, Ministry of Health and Family Welfare (MOHFW), Governments of Bangladesh, other UN Agencies/Partner Organizations located in the different part of the country during the contractual period. The consignments can be regular, emergency and perishable or non-perishable in nature for WHO Bangladesh office activities or part of extended/health emergency of support to collaborative Health Programmes with Ministry of Health and Family Welfare, Government of Bangladesh or other Partner Organizations in the Country. The Provider Contractual Partner shall perform the jobs on long term basis through a Long Term Agreement (LTA) expecting from 01 January 2024 to 31 December 2025 with the successful bidder for obtaining comprehensive C&F Agent services

Procurement and Logistics unit of WHO Bangladesh or a team dedicated by WHO management will coordinate with the service provider's assigned focal person(s)

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 Clearing and Forwarding with Customs Duty/VAT free assessments for consignments imported by WHO via Air or Surface (Sea) carriers in any port of the Country as well as transportation/distribution of Goods to and from the Port of Entries or Warehouses with proven expertise in clearing and forwarding with following Legal Status and eligibility:

Legal Entitlement:

- Registered as Supplier with Government entity in Bangladesh.
- Licenses with at least 6 month validity (at the time of submission of the proposal) in the named of the bidder (the C&F Agent) for Chittagong Seaport/ICD Container Depot, Zia International Airport (Mandatory), Benapole Land port, issued by Customs and Excise Department, NBR Bangladesh
- No pending Criminal/Civil lawsuits against the bidder's company/firm
- The bidder's company/firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country
- There is no pending major lawsuits and litigations against the bidder's company/firm in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institution/company.
- The bidder's company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country.

Taxation Obligations:

Complying with the applicable tax/vat rules/law/regulation by fulfilling their obligations to pay taxes under that.

Organizational Capacity:

- Organizational capability of the bidder to mobilize at least 3 teams of different level of workforces e.g. 1 Account Manager+1 Executive+1 Custom Sarker in each to deal with 3 jobs with similar Scope of work of WHO in each location e.g. Airport in Dhak and Sea ports in Chottogram, Landport in Benapole at a time.
- The average Annual turnover of the bidder for last 2 years is at least BDT 10 million (1 Crore).
- Bidder's liquid assets is proportion to its liabilities with minium ratio of 1 by assessing current assets (Cash+ Account Receivables- inventory), which can be converted into cash immediately, are divided by its current liabilities.
- Organizational capacity to integrate and manage Vehicle fleet and other cargo handling equipment to perform the scope of works of WHO in this RFP.



-Organizational capacity to provide warehouse including provisions of cold chain facilities for storing and distribution of goods on short/long term rental basis.

3.2.2 Accreditations

An accreditation (or membership with C&F Association IATA/FAIM/IAM, IACMA) 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:

1. Proven experience in the field of Clearing and Forwarding Agent Services, at least 5 year's experience (total experience) in providing clearing and forwarding services under CDVAT exemption facilities/procedures with UN, Donors/Diplomatic missions or similar entities.
2. Previous work with WHO, other international organizations and/or major institutions in the field of similar scope of works under at least 2 Long Term Agreement (LTA) for providing clearing and forwarding services under CDVAT exemption facilities/procedures with UN, Donors/Diplomatic missions or similar entities for a minimum of 6 months period in the country during last 18 months. In lieu of rendering work under LTA, experience of completing clearing and transportation of at least 4 imported consignments of minimum assessed value BDT 5,000,000.-, each consignment through Purchase/Work Order for UN Organizations/Diplomatic Missions or other similar entities under CDVAT exemption during last 18 months;

3.2.4 Staffing

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

The C&F Agent possesses sufficient number of qualified human resources to deal, manage, monitor and guide with assigned works for clearance of shipment coming in the Airports, Seaports and Major Land ports and Transportation of goods through completion in organized, efficient and timely manner. Besides, their management structures with sufficient educational qualification, expertise and experience as detailed below can function effectively to integrate and mobilize, expertise, resources and coordinating units for continuous retaining and expanding of Clearing and Forwarding service related business.

-Directors/General Managers are minimum College Graduate with at least 5 years experience in C&F Business with sound knowledge on import/export rules/regulations, CDVAT policies and other related practices/procedures problem solving and communication, risk mitigation, time management skills.

-Account Managers have Higher Secondary School Certificates at minimum with at least 5 years experience in managing end to end services (up to the delivery points) of the teams in the Ports with sound knowledge on import export rules/regulations, CDVAT policies and other related practices/procedures with problem solving skills.

-Customs Officers or Clearing Executives stationed in the ports (Hajrat Shah Jalal Airport, Chittagong Sea Port and Benapal Landports) have Secondary School Certificates at minimum with at least 3 years experience in processing and completing C&F works in the Ports with sound knowledge on customs rules/regulation, other related practices/procedures with problem solving skills.

3.3 Work to be performed

Most of the imported goods for the WHO Bangladesh programmes, and emergency supplies are in principle intended for immediate distribution to beneficiaries. Having said that, WHO also require temporary and long term storage of cleared consignments because of the requirements/situation and characteristics of some of these programmes. The imported goods includes supplies which require temperature controlled transportation and storage space (for goods requiring storages below +25° Celsius, as well as refrigeration for some items at +2° to +8° Centigrade) as well as perishable (-2°-40°). These temperature controlled shipment required monitoring of the



temparatture logs, packing conditions etc. with high vigilance and alertness The goods stored and inventoried at the Contractor's warehouse will be owned by the Government of Bangladesh or relevant implementation partner and will be released only against appropriate requisition issued by the WHO Country Office. Ability to execute the job systematically with standards of operating procedures/guidelines to ensure that the service delivery mechanism is effective and consistent through effective Management roles backed by ideas, tools, technologies, reinforcements of resources wherever improvement of performance is required.

The Providers/C&F Agents are required to perform the following but not limited to:

- WHO, for each shipment shall provide the Letter of Authorization or separate Purchase Orders/Contracts, as appropriate for the types of transactions involved for the works with copies of relevant documents (Airway Bill/Bill of Lading, Invoice, Packing Lists etc.) indicating the short description of items, delivery points, delivery types, types of consignments (perishable/priority) at minimum for the Customs of Authority of each port of entries in the Country. The C&F Agent shall according to Letter of Authorization/Purchase Orders/Contracts in consultation with WHO, wherever necessary.
- Whenever possible, WHO will provide the Authorization/Purchase Orders/Contracts with copies of supporting documents before arrival so that the C&F Agent can take necessary clearing permission in advance.
- The Provider/C&F Agent will be obliged to provide clearing, forwarding and transportation services on a priority basis, during the contractual period, for all consignments imported/exported by WHO.
- The Provider shall assign a Dedicated Team for WHO for rendering the services as top priority basis as and when assigned by WHO. The team will comprise Focal Person at Manager Level for all communications and customer care services with Alternates for dealing in absence of the Focal persons, one Focal Person with Alternates at Dhaka Airport, 1 Focal Persons with Alternates at Chittagong Sea Ports, 1 Focal Persons for payment and other administrative issues.
- The C&F Agent shall obtain all permissions from the respective authorities of Customs, Biman cargo, Civil Aviation, Chief Controller of Export and Import (CCEI), local agents of forwarder and other agencies for clearance or forwarding of WHO consignments from Air/Sea and Land Ports of the Country.
- The C&F Agent shall carry out Customs appraisalment with import or export entries with submission of appropriate import/export documents through Customs and other Government authorities at the point of entries/exits with CDVAT Exemption as per WHO Certificates.
- They shall make payment of all applicable legitimate charges required for clearance in the port of entries/exists from the customs on behalf of WHO for completing clearing and forwarding actions/assignments.
- They shall make Freight payment where cargo is sent on freight collect basis on behalf of WHO.
- C&F Agent shall involve themselves in specific activities and legitimate transactions as and when necessary, to represent WHO and liaise in the execution of clearance and forwarding works as per the instructions of WHO with all Government of authorities such as National Board of Review, Chief Controller of Import and Exports, Customs House, different Department and Health Programmes Office under Ministry and Family Welfare such as Central Medical Store Depot (CMSD).
- The C&F Agent shall arrange Provisional/Prior Entry Clearance as an authorizations to be provided by WHO with request to clear and deliver WHO consignments, which are normally perishable/emergency in nature, on arrival during working days or after office hour or on Friday/Saturday or any GoB holidays.
- During the period of taking of the consignments in the port of entry to the end-user, the C&F Agent shall bear responsibility for the consignments damaged as result of negegence or mishandling of the C&F Agent, quality deterioration due to breaking of cold chains or delay in delivery beyond the approved timeline under the LTA by the C&F agent, pilfering of WHO consignments under the control/possession of the C&F Agent
- If such damages reported by the end-users/consignees to WHO and WHO shall reserve the full right to invistage about the extent of damages, causes and identification of parties responsible. WHO shall hold the C&F Agent the liable to pay to WHO of amount equalent to the cost of the damaged items as per the import invoice or WHO Purchase Order if it is proved that the consignments are damaged due to causes covered under 3.3.11 inflicted by the C&F Agent.



- C&F Agents shall arrange storing goods at free of cost for first 15 days upon storing which will be cleared by WHO nominated C&F Agent (s), or delivered by the local vendor or handed over by Central Medical Store Depot (CMSD), Ministry of Health and Family Welfare (MOHFW) or cleared by the C&F Agent (s) of CMSD, MOHFW or for transportation by the C&F Agent to any destination including WHO sub offices in the country (inter-districts) including loading/unloading at both points of start and destination.
- C&F Agents shall arrange safe and secured transportation for WHO consignment from the port of entries or any other designated places assigned by WHO Bangladesh over the country by automotive transports (engine built van/trucks etc.) to the delivery schedule. The transportation shall include loading/unloading with standard equipment at pick up point and delivery points handling charges.
- C&F Agent shall perform tracking of WHO import and export consignments with Customs, Airlines/Shippers, Biman Cargo including online tracking as and when requested.
- They shall provide regular update of activities in relation to each job of clearance, delivery and export in the prescribed "Shipment Status" report template.
- The C&F Agent shall be required to examine carefully all packages marked for customs examination of each consignment arrived at the airport with respective invoices/packing list etc.
- The C&F Agent shall bring to the notice of WHO of any damage or loss of the goods to be delivered from the Cargo Warehouse of the Airport/Sea Port and Land port without any delay.
- In case any short landing cargo is noticed, they shall file "not traceable" or "not found" notice with the airport authorities and obtain 'not traceable' certificate and also lodge formal claim on airport authority/concerned airlines with all necessary documents under intimation to WHO. WHO procedure will be followed for calling the claim adjuster and claiming the insurance.
- They shall ensure Safe custody of the consignment after taking over from the port of entry till it is delivered to stores of the named end user'. C&F Agent will be accounted for any damage, lost, theft or whatsoever mishaps happen in between this period (from port to loading to offloading points at consignee/end user destination).
- The C&F Agent will be required to store the Consignments or any part thereof temporarily whenever such need arises in consultation with WHO before making actual delivery to the named End-user at the expense of the WHO.
- The C&F Agent shall keep provision of competent staff for WHO in dealing with the above activities.
- They shall arrange delivery of the consignment to WHO Bangladesh Project Office(s) or any other specified places located in the country as mentioned in the letter of authorization provided by WHO.
- As soon as the C&F deliver the goods to named End-user, they shall get acknowledgment receipt of the delivered items as per the packing lists in their Delivery Note or Prescribed Template.
- Any business entrusted by WHO to the C&F Agent be fulfilled by the Company itself, by its own Employee performing the relevant services. The C&F Agent shall not subcontract any of the services, in part or full entrusted to them (the C&F Agent) by WHO to third parties without prior written permission of WHO.
- The C&F Agent shall take full responsibility or liability to the WHO for any negligent, grossly negligent or intentional act or omission of such third party in delivering/carrying out the services even though WHO agreed to the engagement of the such third party under certain circumstances and requirements.
- The Provider is expected to perform with the Work Performance Standards (WPS) detailed in the following table during the LTA period. Apart from these, the Provider shall be subject to "UN Supplier Code of Conduct" concluding the LTA with WHO. They shall also be familiar with UN and locally applicable health and safety standards while performing their contractual obligations with WHO.

Table 3: Work Performance Standards (WPS) Table:



Risk Descriptions	Incident Standards during the LTA period	Performance Standard
Rejections at Declaration/Assessment Stage of Clearance Jobs for WHO Consignments in any port of Entries	Less than 2	Management ensure/enhance accuracy of the work to minimize rejection Incidents below set standards
Number of Clearance and Transportation Jobs handled	10-20 jobs per months	Management ensures/enhance quality of service rendered to deliver service on or before promised date
Accidents and complaints lodged against the C&F Agent from Customs Departments/Shipping Agents or Port Authority relative to WHO Jobs	Less than 3	Management ensure/enhance efficiency of the team with proper interventions/resources with Customs/Shippers/Carriers and others to minimize Incidents below the set standards
Complaints lodged against the C&F Agent from the End users/consignee	Less than 4	Management of C&F Agent enhance service efficiency with communication skill of the team with advisory role
Demurrage Bill/Over Storage Charges for Clearance and Transportation of consignments timely delivered by the shippers/carriers	Less than 2	Management of C&F Agent enhance timely interventions and efficiency with Customs/Shipper/Carriers and others to reduce demurrage incidents
Penalty/Liquidated Damage imposed to C&F Agent by WHO for late delivery of WHO goods to the End-user	Less than 3	Management of C&F Agent enhance efficiency of the team with advisory role with shipper/carriers and others
Full or partial recovery/replacement of damage/lost WHO goods from C&F Agent by WHO	Zero-incident	Management of C&F Agent enhance efficiency of the team with advisory role and resources with customs/shipper/carriers and others to minimize the recovery/replacement incidents
Integrity of Businesses and Professional Attitude (over invoicing to WHO or attempts to add unauthorized transactions with external third parties) at any stage of Clearance Jobs	Zero-incident	Management of C&F Agent enhance efficiency of the team with advisory role with shippers/carriers and others
Satisfaction of WHO with regard to accessibility and responsiveness of C&F Agent	Less than 3	Telephone: Focal persons response to first call or call back in 15 minutes Emergency: 24/7 Email: Focal response within 1 hours
Consistency of Satisfaction of WHO with regard to Clearance Jobs for WHO through Problem Solving skill, pro-activeness, measures and effective communications	Less than 3	Management of C&F Agent monitors and ensures effectiveness of services through problem solving skill and effective communication to maintain standards

3.3.1 Key requirements

Delivery time after clearance of the goods from the port of entry or delivery from store/warehouse of the C&F Agent is very crucial in handling WHO C&F work under the LTA. Delivery period is the time required in receiving the Goods by the end user/consignee and receiving the Letter of Clearance Authorization or delivery order from WHO. The delivery period is inclusive of the time required for completing the clearance formalities in the airport and delivery of the consignment from Airport/Seaport/ICD land port to the end user/consignee on completion of all clearing formalities required by customs, port authority and any other authority, transportation to from Ports/end users premises, loading/unloading. Partial delivery will not be accepted without prior approval of WHO.

-WHO reserves the right to apply as per Liquidated Damage (please refer to Liquidated damages Clause of Specific Terms and Conditions-Annexure-VI) for late delivery.

-WHO reserves the right to apply full or partial recovery of the damaged/missing goods from the C&F agent due to late delivery or other negligence in discharging the roles and responsibilities of the parts of C&F Agent

I. Company/Institute shall use of due diligence and efficiency and in accordance with the requirement in conduction of its business with WHO.

Country/Unit Name **Bangladesh/BAN ADM**

- II. The Company/Institute shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- III. The Company/Institute shall submit to WHO the deliverables, which shall be indicated in the Work Order/Purchase Order issued to the Contractor by WHO.
- IV. The senior representative of the Company/Institute will attend periodic meetings with WHO about the contract related issues including progress, problems and bottlenecks, solutions as and when necessary
- V. All reports shall be written in high quality English and shall describe in detail delivery of services rendered under the Agreement during the period covered in each activity. All reports shall be transmitted by the Contractor by mail/courier to the address specified.
- VI. The Company/Institute represents and warrants the accuracy of any information or data provided to WHO for entering into Agreement, as well as the quality of the deliverables and reports foreseen under Agreement in accordance with the highest industry and professional standards

3.3.2 Place of performance

Dhaka and if needed elsewhere in the country case to case basis.

3.3.3 Timelines

The intended period of the LTA with the selected C&F Agent for the clearing and forwarding work is January 2024 to December 2025. Under Long Term Agreement, WHO will provide individual Purchase Orders/Letter of Authorization to the selected company for clearing, forwarding and or transporation work case by case, as and when require within the Long Term Agreement period, which is expected to commence from in 1 January 2024, initially for 1 year thereof. WHO may extend the LTA up to another year subject to satisfactory completion of the work as per the LTA and availability of fund.

The reports and all background documentation of this work will become property of WHO.

The Provider is required to deliver the following deliverables:

- Signed Delivery Note/Acknowledgement of Receipt of the shipment in C&F Agent Delivery Challan or WHO prescribed Delivery Proof Formats by the End-user: within 72 hours of completion of the delivery of each job.
- Shipment Clearance Report: 14:00hrs, Dhaka time of every Tuesday and Thursday during the contract period.
- Invoice/Bill: The C&F Agent will submit invoices to WHO within 7 days of the completion of the delivery along with copy of the Delivery Note/Acknowledgement of Receipt of each job.
- The Supplier is expected to perform corresponding to the Work Performance Standards during the LTA period in the following table detailed. The management of the C&F Agent shall take prompt actions to ensure the risk mitigations against each Risk item.

3.3.4 Reporting requirements

The Company/Institutes will be required to provide report to WHO about clearing and forwarding status with timelines of goods arrival in the port of entry, clearance conducted, goods delivered to the end user consignments, on weekly basis or as and when requested by WHO.

3.3.5 Performance monitoring

3.3.6 Responsible Administrative teams of WHO shall monitor the performance of the service provider.

Further capacities

N/A



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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 05/11/2023:14:00 hrs the bidder shall complete and return by email to WHO to the following address: sebanprocurement@who.int.

1. The RFP RFP/BAN/2023/028 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
2. The RFP RFP/BAN/2023/028 Confidentiality Undertaking form, attached hereto as Annex 2, signed;
3. 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 05/11/2023:14:00 hrs):

Email for submissions of all queries: sebanprocurement@who.int

(use subject: Bid Ref. RFP/BAN/2023/028)

The Bangladesh/BAN ADM 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 12/11/2023 at 14:00 hours Dhaka (GMT+6) time ("the Closing Date for Submission of Proposals"), as follows:

A. Technical Proposal:

a) One hardcopy of **Master Technical Proposal** in separate sealed envelope labelled as "Technical Proposal for Clearing and Forwarding (C&F) Agent Services for imported/exported Consignments for WHO Bangladesh under LTA".

b) One Hardcopy of **Copy of 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 (Clause-3.1), experience and detailed qualifications in performing the range of clearing and forwarding services on various projects, past projects (as outlined in Table-1 of Section-B), Organizational Profile, CVs of agents, examples of contracts, certificates, license etc. as per the requirement.
The Technical Proposal must not consist of any Financial proposal or information, non-compliance to which will lead to dis-qualification.

B. Financial Proposal

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c) One hardcopy of Financial Proposal (separate sealed envelope) labelled as "Financial Proposal for Clearing and Forwarding (C&F) Agent Services for imported/exported Consignments for WHO Bangladesh under LTA".

Bidders are required to follow Annex-5, 5.1 and 5.2 (in separate sealed envelope).

d) The bids shall be addressed and deposited in the Tender Box of:

Office: WHO Bangladesh Country Office
 Bid Ref: RFP/BAN/2023/028
 Attn: WHO Administrative Officer
 World Health Organization
 House SW(I)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/2023/028 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 730 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:

- 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;
- The total cost of the proposal, indicating the United Nations convertible currency used¹ (preferably US Dollars);
- 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 introducing the proposed solution and approach / methodology.

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



4.12.3 Approach/Methodology

The ability of the C&F agents to execute the job systematically with standards of operating procedures/guidelines ensures that the service delivery mechanism is effective and consistent through effective Management roles backed by ideas, tools, technologies, reinforcements of resources wherever improvement of performance is required.

- The Supplier has an effective quality control mechanism which includes the following to measure and maintain standards as per the Work Quality Standard (WQS) and Work Performance Statement (WPS):
- To evaluate the performance of workers/teams, adaptation and training to assigned staff for development.
- To create healthy work culture, good business practices enabling environment including timely payment of wages, minimum working conditions, equal opportunity for woman workers, no discrimination and harassment and sexual exploitation free policies, Insurances coverage for employee.

4.12.4 Proposed Solution

- o N/A.

4.12.5 Proposed Time line

Types of Delivery	Nature of goods (including but not limited to)	Delivery Period	Remarks
Normal Priority Shipment	Non-perishable goods such equipment, devices and related consumables etc.	2 to 5 working days from the date of receipt of the Letter of Authorization/in PO/Contract.	WHO reserves the right to apply as per Liquidate Damage (please refer to Liquidated damages Clause of Specific Terms and Conditions-Annexure-VI) for late delivery.
Priority Shipments	Perishable goods such kits/reagents /diagnostics where such items require cold-chain to be maintained (2°-8°) has to be maintained as per as per shipping Instructions of WHO/Shippers or Forwarder. Non-perishable such as drugs/supplies, equipment, devices for urgent WHO activities	1 to 2 working days from the date of receipt of the Letter of Authorization/in PO/Contract.	
High-priority Shipments	Highly Perishable goods such kits/reagents /diagnostics where such items are packed with dry ice (-20°) and the cold chain in the Airports is not reliable as per as per as per as per shipping Instructions of WHO/Shippers or Forwarder. Non-perishable such as drugs/supplies, equipment, devices for health emergency response as per as per shipping Instructions of WHO/Shippers or Forwarder.	Immediate but not later than 12 (twelve) hours on arrival of the Cargo in the Port of Entry.	-WHO reserves the right to apply full or partial recovery of the damaged/missing goods from the C&F agent due to late delivery or other negligence in discharging the roles and responsibilities of the parts of C&F Agent.

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 see Annex 5.

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:	60 % of total evaluation
Financial Weighting:	40 % of total evaluation

The technical evaluation of the proposals will include:

- the extent to which WHO's requirements and expectations have been satisfactorily addressed;
- the quality of the overall proposal;
- the appropriateness of the proposed approach;
- the quality of the technical solution proposed;
- the manner in which it is proposed to manage and staff the project;
- the experience of the firm in carrying out related projects;
- the qualifications and competence of the personnel proposed for the assignment; and
- the proposed timeframe for the project; and
- the presentation performance.

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.

**Technical Scoring and Weighting System:**

- Award, Scoring and Weightage System/Methodology:
- The bid of "the highest overall Technical and Financial scores" of 1000 points will be awarded;
- Total obtainable points/scores are distributed as follows: 600 points for Technical Proposal (see evaluation criteria below) and 400 points for the Financial Proposal.

A. Evaluation Criteria:

The bidders need to provide reflections on the specific quality and competency questions which are provided in the table 2 below. WHO shall determine the qualification of the bidders in terms of "PASS/FAIL (YES/NO)" basis as per the qualification criteria in Table 2.

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 as a legal entity in Bangladesh	Legal entity of the bidder	a. Copies of up to date Trade license	
Valid C&F Agent License for operating in Hajrat Shah Jajal Airport, Dhaka, Chittagong Sea Port and Benapole Land Port	Legal entity of the bidder	a. Copies of Licenses of the respective ports	
Financial stability (yearly turnover of the business) is BDT 1 Crore or above.	Financial Streanght	a. Supported by last 2 years audited report or statement of accounts	
Having a total of minimum 5 years expreince in clearing and forwarding work with CDVAT exemption in Dhaka Airport and Chittgong sea port for UN Organizations/ Diplomatic Missions or other similar entities	Total Expreience	a. Bidders need to provide details fo at least 3 contracts/work orders of C&F services (date of contracts, contract value, name of purchaser with contact person name, mobile number and e-mail address) during 2016-2017 Or Experience certificate from renowned purchaser of performing C&F agent services reflecting at least 5 years of total experience	
Bidder's liquid assets is proportion to its liabilities with minium <u>ratio of 1</u> by assessing current assets (Cash+ Account Receivables- inventory) which can be converted into cash immediately, are divided by its current liabilities	Financial Streanght	a. Supported by last 2 years audited report or statement of accounts	
The company is compliant with the up-to-date tax/vat rules/regulation of the Government of Bangladesh	Legal entity of the Bidder	Copies of up-to-date Trade license and VAT registration.	
No pending Criminal/Civil lawsuits against the bidder's company/firm	Eligibility of the Bidder as per WHO criteria	Signed Statement of Conformity. Signed Self Declaration form.	
The bidder's company/ firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country			
There is no pending major lawsuits and litigations against the bidder's			



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Requirement	Qualification Criteria	Supporting Documents to be provided by the bidder	Yes/No
company/firm in excess of USD 100,000 at risk			
The bidder's company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country			
Supplier is eligible as per the self declaration of the eligible criteria applicable to private and public companies.			

Technical Scoring and Weighting System:

Total obtainable points/scores distributed for technical proposal are 600 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.

A minimum of [70% of total 600 points i.e. 420] points is required to pass the technical evaluation.

Detail evaluation criteria with points/scores of each of the three categories are given below:

Organizational Experience and Capability of the Firm/Organization: 200

A.1	<p>General organizational capability strength: 100</p> <ul style="list-style-type: none"> -Management structure (Organogram/Company Profile) of the organization. 20 -Business standing with a varied client base (list of clients with contact information). 20 -Operates in combination of related workforce with at least 3 teams of comprises 1 Account Manager+1 Executive/Custom Sarker in each to deal with 3 jobs with similar Scope of work of WHO in port of entries in Dhaka Airport and Sea ports in Chittagong at a time. 30 -Automated system for work processing including shipment tracking and job tracking/invoice processing/tracking. 15 -Additional resources which can be made available to the Work. 15
A.2	<p>Operates in combination of Vehicle fleet and other cargo handling equipment: 25</p> <ul style="list-style-type: none"> -A set of at least 1 unit 5 tonne Covered VAT + 1 unit 5 Tonne truck/3 tonne Truck + 1 Dual Air-conditioned Microbus/Covered Pick-up VAN + 1 unit 1.5 tonne Cold VAN + 1 Forklift for Dhaka Airport and Chittagong Sea port each: 25 -A set of at least 1 unit 5 tonne Covered VAT+ 1 unit 5 Tonne truck/3 tonne Truck +1 Dual Air-conditioned Microbus/Covered Pick VAN for Dhaka Airport and Chittagong Sea port each: 22.5 -A set of 1 unit 5 Tonne truck/3 tonne Truck +1 Dual Air-conditioned Microbus/Covered Pic for Dhaka Airport and Chittagong Sea port each: 17.5 -Less equipment than a set of 1 unit 5 Tonne truck/1 unit 3 tonne Truck+1 Dual Air-conditioned Microbus/Covered Pic for Dhaka Airport and Chittagong Sea port each: 0
A3	<p>Can provide warehous for storing of WHO consignments: 25</p> <ul style="list-style-type: none"> -Warehouses that provides minimum 30,000 sft available with 500 SFT for cold storage (+ 2° to 8°) for temparture control storing in Dhaka and Chittagong: 25 - Warehouses that provides minimum 20,000 sft available with 300 SFT for cold storage (+ 2° to 8°) for temparture control storing in Dhaka and Chittagong: 22.5



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	<ul style="list-style-type: none"> -Warehouses that provides minimum 10,000 sft available for storing in Dhaka and Chittagong: 17.5 - Warehouses that provides minimum 5,000 sft available for storing in Dhaka and Chittagong: 10 - Warehouses that provides less than 5,000 sft available for storing in Dhaka and Chittagong: 0
A.4	<p>Particular experience: 50 points</p> <p>Particular experience of rendering similar scope of works <u>under CDVAT exemption</u> under at least 2 Long Term Agreement (for minimum 6 month period) with UN, Donors/Diplomatic missions during last 18 months or experience of completing clearing for UN Organizations/ Diplomatic Missions or other similar entities during last 18 months</p> <p>Or</p> <p>Particular experience of completing clearing and transportation of at least 4 imported consignments of minimum assessed value BDT 5,000,000.-, each consignment through Purchase/Work Order for UN Organizations/ Diplomatic Missions or other similar entities under CDVAT exemption during last 18 months</p> <ul style="list-style-type: none"> - 4 LTAs or above: 50 - 3 LTAs: 45 - 2 LTAs: 35 - 1 LTA: 20 - No LTA: 0 <p>Copies of LTAs, or Work Order/Purchase of for UN Organizations/ Diplomatic Missions must evidently show having particular experience</p>

B. Proposed Service Solutions/Approaches and implementation: 200 marks

B.1	Bidders confirm through an Statement that they can deliver the requested services and would perform the full range of tasks (of C&F Agent services) through related methodology: 100
B.2	Bidders confirm through an Statemen that they have clear and comprehensive understanding of the proposal in terms of WHO's ToR, specifications, requirements of quality, quantity and deliverables/KPIs, results: 100

C. Technical and management qualification (200 of 600 Points):

C.1	Directors/General Managers:
	<p>Educational Background: 50</p> <ul style="list-style-type: none"> -Masters degree/Bachelor Degree in Business Adminsitration: 50 -Masters/Bachelor degree in any other discipline: 35
	<p>Work experience: 50</p> <p>Having experience with extensive knowledge, expertise in the field of Clearing and</p> <ul style="list-style-type: none"> - Having 8 years' or more experience: 50 - Having 6-7 years' Experience: 45 - Having 5-6 years' or more experience: 35 - Having 2-4 years' of experience: 20 - Having 1 year or no experience: 0
C.2	Account Managers x 3 for WHO
	<p>The required qualifications: 25</p> <ul style="list-style-type: none"> - Bachelor degree in Any discipline: 25 - Higher Secondary School Certificates: 22.5

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	<p>Work experience: 25</p> <p>In managing end to end services (up to the delivery points) of the teams in the Ports with sound knowledge on import export rules/regulations, CDVAT polices and other related practices/procedures with problem solving skills</p> <ul style="list-style-type: none"> - Having 8 years' or more experience: 25 - Having 7 years' Experience: 22.5 - Having 5 years' or more experience: 17.5 - Having 2-4 years of experience: 10 - Having less than 1 year or no experience: 0 <p>Provide Short CV of the Account Managers.</p>
C.3	<p>Customs Sarkers or Clearing Executives x 3 for WHO</p> <p>The required qualifications: 25</p> <ul style="list-style-type: none"> - Higher Secondary School Certificates: 25 - Secondary School Certificates: 22.5 <p>Work experience: 25</p> <p>In processing and completing C&F works in the Ports with sound knowledge customs rules/regulation, other related practices/procedures with problem solving skills.</p> <ul style="list-style-type: none"> - Having 7 years' or more experience: 25 - Having 5-6 years' Experience: 22.5 - Having 3-4 years' experience: 17.5 - Having 1-2 years of experience: 10 - Having less than 1 year or no experience: 0

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%

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 400 based on the formula provided below. The maximum points (400) will be assigned to the lowest financial proposal as per Annexure-8. All other proposals received points according to the following formula:

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

Where:

- p = points for the financial proposal being evaluated;

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

-Bidders will receive scores/points assigned under Good, Excellent and Non- Compliant for each item of Qualification requirements according to their response/answer to quality questions, presentation and proof with mandatory supporting documents. The scores for each Ordinal (Good, Excellent, Non-Compliant) is fixed through weighting ratio (8:10:0) of total 600 for technical proposals.

-Bidders are required to obtain the minimum allotted scores under "Good" for all items of Qualification requirements to qualify technically.

-The bidders meeting preferred criteria under Good/Excellent will advance in technical scoring comparison.

- Price Schedule is attached as Annexure - 8

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 .

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.



6. AWARD OF CONTRACT

6.1 Award Criteria, Award of Contract

WHO reserves the right to

- a. Award the contract to a bidder of its choice, even if its bid is not the lowest;
- b. Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
- c. Accept or reject any 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;
- d. 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;
- e. Not award any contract at all.

WHO has the right to eliminate bids for technical or other reasons throughout the evaluation/selection process. WHO shall not in any way be obliged to reveal, or discuss with any bidder, how 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.

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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:

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

1. the Contract shall include a detailed budget;
2. the Contractor shall be held to submit a financial statement together with each invoice;
3. 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;
4. payment by WHO shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements;
5. 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
6. 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:

1. the Contractor's books, records and systems (including all relevant financial and operational information) relating to the Contract; and
2. 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

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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 0 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:

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- 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:

- a) Name WHO as additional insured;
- b) Include a waiver of subrogation to the insurance carrier of the Contractor's rights against WHO;
- c) 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.



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:

1. 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
2. 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
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Request for Proposals: RFP/BAN/2023/028

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/2023/028 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 14/07/2023 at 14:00 hours Dhaka (GMT+6) 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:

Insert reason here

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/2023/028

Annex 2: Confidentiality Undertaking (Ref. Paragraph 4.6)

- The World Health Organization (WHO), acting through its Department of Bangladesh/BAN ADM, has access to certain information relating to its Organization 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:
 1. was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
 2. was in the public domain at the time of disclosure by or for WHO to the Undersigned;
 3. becomes part of the public domain through no fault of the Undersigned; or
 4. 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 **Bangladesh/BAN ADM**Request for Proposals: **RFP/BAN/2023/028****Annex 3: Proposal Completeness Form** (Ref. Paragraphs 4.4 & 4.6)

Section	Requirement	Completed in full (Yes/No)
Annex 2	Confidentiality undertaking form	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 3	Proposal completeness form	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 4	Information about Bidder	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 5	Acceptance form	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 6	Self-Declaration Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> 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/2023/028

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 table 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/2023/028, 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.

Example of the Financial BID Template: Please edit the line items as necessary to complete the project	
Deliverable 1: ...	
Project Manager costs	
Team members costs (please itemize by function)	
Other technical costs (please itemize and specify whether there are one-time or recurring costs):	
Operating System, database, application, license, etc.	
Other Costs (please itemize and specify whether there are one-time or recurring costs)	
Deliverable 2: ...	
Deliverable 3: ...	
Deliverable 4: ...	

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 Bangladesh/BAN ADM

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

Price Schedule for the Provision of Clearing, Forwarding and Transportation (please submit this in separate sealed envelope)

Annexure-5.1

Bidders are required to complete the Schedule A.1, B1 and C1, in the following Table for Clearing and Forwarding charges from Airport, Seaport and Land Ports in consideration of the following Guidance Note on Price Schedule.

Guidance Note on Price Schedule-1: The rates shall be excluding any applicable Customs or Cargo Village charges for the services of C&F Agent. The bidders shall quote rate on **both % basis and fixed charge basis (whichever is the amount in between the value slabs)** as per the following. WHO shall accept any of the rates whichever is lower in monetary value.

Guidance Note on Price Schedule-2: WHO will, in the Letter of Authorization or Purchase Orders/Contract, determine whether the transportation of the Goods will be done on Per CBM or Per KM basis. Rates on CBM basis will be only be considered when the volumetric load is substantially higher than the weight load. For example, if the gross weight is 3/4 ton but volumetric load is full load i.e. 10/11 CBM in a 5 ton truck, rates of volumetric basis instead of Weight basis as per following schedule will be calculated.

Guidance Note on Price Schedule-3: Fixed Slab Transpiration rates will be used if total weight is less than 1000 KG as per the following chart.

Guidance Note on Price Schedule-4: The Mileage charts (From District HQ to District HQ) of Roads and High Ways (RDH) of Government of Bangladesh shall be used as the basis for determining the mileage charts of the inter districts transports, shall be applied. With regard to and mileage intercity transport, WHO shall determine the mileages of different points as per the standard practices.

Guidance Note on Price Schedule-4: Cost towards any unconventional/heavy equipment (Forklift etc.) during loading/unloading shall be settled at actual on submission of money receipt of the authorities for such expenses.

Sl #	A.1 (Air consignment from Dhaka Airport) Items of Clearing and Forwarding services Total weightages: 100	Rate on % basis (% of Assessed Value)	Rates on Fixed Charge Basis	Schedule A.2: Transportation from Dhaka Airport/ICD or elsewhere of Dhaka city to any destination in Dhaka City (intercity) including loading/unloading at both points Total weightage: 50	Rate Slabs/ Rate per KM/ CBM/Fixed Rates
1	Rate for Shipment if the assessable value is below BDT 200,000.- (10)			Rate per KM for full truck loads 5 ton COVERED VAN (3001 KG/above) -(5)	
2	Minimum Commission/Rates on customs assessable value from BDT 200,000.-up to BDT 1,000,000.- (20)			Rate per CBM for full truck loads 5 ton COVERED VAN (3001 KG/above) -(5)	
3	Minimum Commission/Rates on customs assessable value from BDT 1,000,001.-up to 10,000,000.- (20)			Rate per KM for Full Truck loads 5 ton TRUCK (3001 KG & above)- (5)	
4	Minimum Commission/Rates on customs assessable value from BDT 10,000,001.-up to 100,000,000.- (15)			Rate per CBM for Full Truck loads 5 ton TRUCK (3001 KG & above)- (5)	
5	Minimum Commission/Rates on customs assessable value from BDT 100,000,001.-and above (15)			Rate per KM for ½ truck load of 5 ton truck (1001 – 3000 KG) Rate per KM-(5)	
6	Rate for provisional/ immediate Clearances per consignment (10)			Rate per CBM for ½ truck load of 5 ton truck (1001 – 3000 KG) (5)	
7	Warehousing – charge per CFT/month in Dhaka city (10)			Rate per KM for COLD VAN up to 2 ton capacity-(5)	
8				Rate per CBM for COLD VAN up to 2 ton capacity-(5)	
9				Fixed rate basis of weight slabs-301-1,000 KG (5)	
10				Fixed rate basis of weight slabs-0.01 – 300 KG (5)	

Sl #	Schedule B.1 (Sea/multimodal Cargo from Chittogram/ICD Port) Items of Clearing and Forwarding services <u>Total weightage 50</u>	Rate on % basis (% of Assessed Value)	Rates on Fixed Charge Basis	Schedule B.2: Transportation from Chittogram Seaport or any place/warehouse in Chittogram city to any destination in the Country (Chittogram city or inter-districts) including loading/unloading at both points of start and destination <u>Total weightage: 50</u>	Rate Slabs/ Rate per KM/ CBM/Fixed Rates
1	Rate for Shipment if the assessable value is below BDT 200,000.- (5)			Rate per KM for full truck loads 5 ton COVERED VAN (3001 KG/above) - (5)	
2	Minimum Commission/Rates on customs assessable value from BDT 200,000.-up to BDT 1,000,000.- (5)			Rate per CBM for full truck loads 5 ton COVERED VAN (3001 KG/above) - (5)	
3	Minimum Commission/Rates on customs assessable value from BDT 1,000,001.-up to 10,000,000.- (10)			Rate per KM for Full Truck loads 5 ton TRUCK (3001 KG & above) - (5)	
4	Minimum Commission/Rates on customs assessable value from BDT 10,000,001.-up to 100,000,000.- (10)			Rate per CBM for Full Truck loads 5 ton TRUCK (3001 KG & above) - (5)	
5	Minimum Commission/Rates on customs assessable value from BDT 100,000,001.-and above (10)			Rate per KM for ½ truck load of 5 ton truck (1001 – 3000 KG) Rate per KM-(5)	
6	Rate for provisional/ immediate Clearances per consignment (5)			Rate per CBM for ½ truck load of 5 ton truck (1001 – 3000 KG) (5)	
7	Warehousing – charge per CFT/month in Chittagong city (5)			Rate per KM for COLD VAN up to 2 ton capacity-(5)	
8				Rate per CBM for COLD VAN up to 2 ton capacity-(5)	
9				Fixed rate basis of weight slabs-501-1,000 KG (5)	
10				Fixed rate basis of weight slabs-1-500 KG (5)	

Sl #	Schedule C.1 (Surface Cargo from Benapole or any Land Port of the Country) Items of <i>Clearing and Forwarding services</i> Total weightage: 50	Rate on % basis (% of Assessed Value)	Rates on Fixed Charge Basis	Schedule C.2: Transportation from Dhaka Airport or any Land port or any place/warehouse (excluding Chottogram city) of the Country to any destination (elsewhere) in the Country (inter-districts) including loading/ unloading at both points of start and destination Total weightage: 100	Rate Slabs/ Rate per KM/ CBM/Fixed Rates
1	Rate for Shipment if the assessable value is below BDT 200,000.- (5)			Rate per KM for full truck loads 5 ton COVERED VAN (3001 KG/above) -(10)	
2	Minimum Commission/Rates on customs assessable value from BDT 200,000.-up to BDT 1,000,000.- (10)			Rate per CBM for full truck loads 5 ton COVERED VAN (3001 KG/above) -(15)	
3	Minimum Commission/Rates on customs assessable value from BDT 1,000,001.-up to 10,000,000.- (10)			Rate per KM for Full Truck loads 5 ton TRUCK (3001 KG & above)- (15)	
4	Minimum Commission/Rates on customs assessable value from BDT 10,000,001.-up to 100,000,000.- (10)			Rate per CBM for Full Truck loads 5 ton TRUCK (3001 KG & above)- (10)	
5	Minimum Commission/Rates on customs assessable value from BDT 100,000,001.-and above (5)			Rate per KM for ½ truck load of 5 ton truck (1001 – 3000 KG) Rate per KM-(10)	
6	Rate for provisional/ immediate Clearances per consignment (5)			Rate per CBM for ½ truck load of 5 ton truck (1001 – 3000 KG) (10)	
7	Warehousing – charge per CFT/month in Outside Dhaka/Chittagong city after First 15 days at free of Cost (5)			Rate per KM for COLD VAN up to 2 ton capacity-(10)	
8				Fixed rate basis (COLD VAN) of weight slabs-0.1 – 300 KG (5)	
9				Fixed rate basis of weight slabs-301-1,000 KG (5)	
10				Fixed rate basis of weight slabs-101 – 300 KG (5)	
11				Fixed rate basis of weight slabs-0.1 – 100 KG (5)	

Signature of the bidders with date:

Designation of the signatory with rubber stamp:

Delivery Schedule

Annexure-5.2

Delivery period shall mean the period of time between receiving the Letter of Clearance Authorization from WHO and indicated time of Acknowledgment of Receipt of Goods under the consignment by the named End-users. The delivery period is inclusive of the time required for completing the clearance formalities in the airport and delivery of the consignment from Airport/Seaport/ICD land port to the end user/consignee on completion of all clearing formalities required by customs, port authority and any other authority, transportation to from Ports/end users premises, loading/unloading. Partial delivery will not be accepted without prior approval of WHO.

Types of Delivery	Nature of goods (including but not limited to)	Delivery Period	Remarks
Normal Priority Shipment	Non-perishable goods such equipment, devices and related consumables etc.	2 to 5 working days from the date of receipt of the Letter of Authorization/in PO/Contract.	WHO reserves the right to apply as per Liquidate Damage (please refer to Liquidated damages Clause of Specific Terms and Conditions-Annexure-VI) for late delivery.
Priority Shipments	Perishable goods such kits/reagents /diagnostics where such items require cold-chain to be maintained (2°-8°) has to be maintained as per shipping Instructions of WHO/Shippers or Forwarder. Non-perishable such as drugs/supplies, equipment, devices for urgent WHO activities	1 to 2 working days from the date of receipt of the Letter of Authorization/in PO/Contract.	-WHO reserves the right to apply full or partial recovery of the damaged/missing goods from the C&F agent due to late delivery or other negligence in discharging the roles and responsibilities of the parts of C&F Agent.
High-priority Shipments	Highly Perishable goods such kits/reagents /diagnostics where such items are packed with dry ice (-20°) and the cold chain in the Airports is not reliable as per as per shipping Instructions of WHO/Shippers or Forwarder. Non-perishable such as drugs/supplies, equipment, devices for health emergency response as per shipping Instructions of WHO/Shippers or Forwarder.	Immediate but not later than 12 (twelve) hours on arrival of the Cargo in the Port of Entry.	

Signature of the bidders with date:

Designation of the signatory with rubber stamp:

**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:



Country/Unit Name Bangladesh/BAN ADM

Request for Proposals: RFP/BAN/2023/028

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

Annex: 8

Date:

To
Administrative Officer
WHO Bangladesh

Statement of Conformity

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

Signature

Name of the Company

Official Stamp