

In reply please

Prospective Bidders

refer to :

RFP/BAN/2024/023

Your reference:

10 June 2024

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for Community led campaign to make Khulna an active, clean, and healthy city.

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

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

Please send your technical and financial proposals in separate sealed envelopes in the Tender Box of WHO Bangladesh Country Office on or before, 14:00hrs, 26 June 2024 as detailed in the Instructions to Bidders of the RFP document (part 3).

At 14:00hrs, 13 June 2024, WHO will organize a virtual pre-bid meeting with the bidders who would send the "Intention to Bid" to WHO through e-mail (sebanprocurement@who.int) on or before 13:00hrs, 13 June 2024. WHO will share the virtual pre-bid meeting link to the bidders (who sent the "Intention to Bid" by e-mail) prior to the scheduled meeting.

Bidders shall not include the pricing information within the technical proposal and any noncompliance proposal/ bid with this instruction will lead to rejection of the proposal.

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

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

Thank you,

Yours sincerely,

Thinlay Dorji
WHO Administrative Officer



Encl.: as stated above



Community led campaign to make Khulna an active, clean, and healthy city

Request for Proposals (RFP)

Bid Reference

RFP/BAN/2024/023

Country/Unit Name

BAN/NCD

Closing Date:

[Closing: 14:00 hours, 26 June 2024]

Virtual Pre-bid meeting: 14:00 hours, 13 June 2024]



The World Health Organization (WHO) is seeking offers for carrying out "Community led campaign to make Khulna an active, clean, and healthy city" .

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

WHO is a public international organization, consisting of 194 Member States, and a Specialized Agency of the United Nations with the mandate to act as the directing and coordinating authority on international health work. As such, WHO is dependent on the budgetary and extra-budgetary contributions it receives for the implementation of its activities. Bidders are, therefore, requested to propose the best and most cost-effective solution to meet WHO requirements, while ensuring a high level of service.

1. Requirements

WHO requires the successful bidder, to carry out Community led campaign to make Khulna an active, clean, and healthy city .

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

The successful bidder shall be a ☒ for profit / ☒ not for profit institution operating in the field of communication/ public health/ relevant field with proven expertise in conducting community led communication campaigns and fulfilling the following registration and legal/compliance requirements:

i. Legally entitled to run/operate the Institutes/organizations/companies as per the applicable rules for companies/NGOs in the country/ a legal entity having required registration with the Government of Bangladesh; WHO shall disqualify bidders during initial scrutiny if the required information and supporting documents are not provided with the technical proposal.

1. The provider can be National/International/Joint Venture Company/Institute/Organization/NGO fulfilling the following local registration and legal/compliance requirements.
2. Is registered with any of the City Corporations in Dhaka or Office of the Registrar of Joint Stock Companies and Firms or Board of Investment, NGO Affairs Bureau of Government of Bangladesh.
3. Is a VAT registered organization.
4. Have a TIN number and up to date Income Tax Certificates.
5. There are no pending Criminal/Civil lawsuits against the organization / institution.
6. Not declared "Bankrupt/Ineligible/Banned" by any of the court in the country.
7. There are no pending major lawsuits and litigation in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institute/Company

ii. Capable to operate with all applicable local rates and costs for the expert (technical) and field services. WHO shall reserve the right to disqualify bidder(s) if they (the bidder) are found to have not asked rates/costs as per the applicable local rates and costs for the expert (technical) and field activities in implementing the desired technical services/works. WHO has its own parameter in determining the applicable local rates and costs for expert (technical) and field activities.

iii. Have reputation and reliability in the development field of Bangladesh with capability to associate with other research organization/individual to enhance their qualifications as per technical requirements

iv. Capable to implement the desired work/projects in specified location (project sites) utilizing own existing administrative, operational and logistical resources to implement the projects without adding up Overhead costs to the Purchaser (WHO).

v. The world health organization (WHO) does not entertain any overhead/administrative costs whatsoever of the bidders for the implementation of proposed technical work. Therefore, no such overhead/administrative costs should be included in the bids

Finance and accounting requirements

A. The potential organization/company has good accounting systems to keep track of income, expenses, assets and liabilities enabling them to submit financial statements with all supporting documents to meet WHO financial reporting requirements.

B. The bidder will be required to submit the financial report as per WHO provided template of statement of expenditure along with original vouchers duly signed. Unspent money must be refunded to WHO.

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

Mandatory experience:

- Proven experience in conducting community led communication campaigns in the last 05 years in Bangladesh.

Desirable experience:

- Previous working experience with Government, WHO, other UN organization and/or international and/or national organizations and/or major institutions for conducting campaigns through engaging community in Bangladesh.

Qualification and competencies of key professionals/ staffing:

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

Project Manager:

- Having Master's degree in Communication/ Social Science/ Public Health/ relevant field.
- Minimum 07 years' experience in conducting communication campaigns.

The designated team leader should be the same person all along implementation.

(Please attach resume of maximum 2 pages with the relevant information)

Project Officer:

- Minimum Graduate degree in Communication/ Social Science/ Public Health/ relevant field.
- Minimum 03 years' experience in conducting communication campaigns.

(Please attach resume of maximum 2 pages with the relevant information)

However, to complete the activities as per the TOR and to submit the deliverables mentioned in this RFP, the organization may wish to include more team members in this project. In that case, please attach a brief CV of the each of the team member within a maximum of 2 pages which includes a description of team members' roles for this project, qualifications and experience relevant to the work.

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



2. Proposal

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

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

I. Submission of technical proposal which shall include but not limited to

- a) Background, proposed approach/method, timeline with detailed activities and deliverables, potential challenges and mitigation plan to overcome the challenge in achieving the deliverables, to complete the activity in alignment with terms of reference (TOR) mentioned in this RFP (please see **Annex 1**).
- b) Organizational profile including background, goal/mission, objectives of the organization, organizational achievements, Organogram etc.
- c) Team composition: Technical evaluation will be conducted based on the Project Manager's and project officer's qualifications and experience. (Please attach a resume of a maximum of 2 pages with the relevant information).

However, to complete the activities as per the TOR and to submit the deliverables mentioned in this RFP, the organization may wish to include more team members in this project. In that case, please attach a brief CV of the each of the team member within a maximum of 2 pages which includes a description of team members' roles for this project, qualifications and experience relevant to the work.

- d) Work completion certificate/ report/ link to report/ related contracts from any procurement entity need to submitted to prove the work experiences in the field of community led communication campaigns in Bangladesh (mandatory) and previous work experience with Government, WHO, other UN organization and/or international organizations and/or major institutions for conducting campaigns through engaging community in Bangladesh (Desirable).
- e) Submission of Legal entity of the Bidder, up-to-date TIN Certificate, Signed Statement of Conformity for no pending Criminal/Civil lawsuits, not declared "Bankrupt/Ineligible/Banned", no pending major lawsuits and litigations, not received any sanctioned by any UN Agencies, or diplomatic missions, declaration of the eligible criteria.

II. Submission of Confidentiality Undertaking (please complete Annex 2)

III. Submission of Vendor Information Form /Presentation of the Institution (please complete Annex 3)

IV. Understanding the Contractual Provisions (Annex 4)

V. Please see the Detailed evaluation criteria including award, scoring and weighted System (Annex 5)

VI. Submission of Financial proposal - the bidder shall quote a price in the template provided in Annex-6 in a separate sealed envelope. There shall be no reflections of the financial quotes/inputs in the technical proposal and noncompliance with this requirement shall lead to the rejection of the bid.

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

3. Instructions to Bidders



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

A prospective bidder requiring clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than **16 June 2024**.

In this email, prospective bidder also needs to inform their interest to bid on this proposal by 12:00hrs, 13 June 2024. WHO Bangladesh office will organize this virtual Prebid meeting at 14:00hrs, **13 June 2024** with the bidders who would send their "Intention to bid" to WHO through email within the specified time. WHO will share the meeting link to the interested bidders by 13:00 hours on **13 June 2024**.

:

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

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

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

The bidder shall submit, in writing, the complete proposal to WHO, no later than **26 June 2024 at 14:00 hours** Dhaka, in the **Tender Box** kept in Security Reception of WHO Bangladesh **time** ("the closing date"), by email at the following email address:

Country Office at House No. 1.A, Road-8, Gulshan-1, Dhaka-1212.
(use Bid reference in subject line)

To be complete, a proposal shall include:

○ **Technical Proposal**

- Two hard copies of the technical proposal (one original and one copy) in separate sealed envelope with **Annex 2**, labelled as "Technical Proposal for Community led campaign to make Khulna an active, clean, and healthy city".
- Soft copy of the technical proposal in a USB stick in the sealed envelope containing the technical proposal.

○ **Financial Proposal**

- One hard copy of financial proposal in separate sealed envelope as described under part 2 above and in the template contained in **Annex 6** labelled "Financial Proposal for Community led campaign to make Khulna an active, clean, and healthy city".
- The technical proposal shall be separate from the financial proposal and there shall be no reflections of the financial quotes/inputs in the technical proposal and noncompliance with this requirement shall lead to the rejection of the bid.

○ **The bids shall be addressed to:**

WHO Bangladesh Country Office
(Attn: WHO Administrative Officer)
House No. SW(I) 1/A,
Road-8, Gulshan-1,



Dhaka-1212, Bangladesh

1. Annexes 2 & 3, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.

Each proposal shall be marked Ref: RFP/BAN/2024/023 .

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

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

The offer outlined in the proposal must be valid for a minimum period of 90 calendar days after the closing date. A proposal valid for a shorter period may be rejected by WHO. In exceptional circumstances, WHO may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its proposal.

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

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

No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal (subject always to the minimum period of validity referred to above).

WHO may, at any time before the closing date, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the RFP by written amendment. Amendments could, *inter alia*, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission.

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

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

4. Evaluation

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

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



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

The technical evaluation of the proposals will include:

A. Expertise and Experience of the Company/Organization	200
B. Proposed Methodology, Approach and Implementation Plan	400
C. Management Structure and Key Personnel	100
TOTAL	700

The scoring scale per criteria was defined as follows:

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

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

A minimum of **[490 out of 700]** points is required to pass the technical evaluation.

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

Please note that WHO is not bound to select any bidder and may reject all proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to WHO's general principles, including the principle of best value for money, WHO does not bind itself in any way to select the bidder offering the lowest price.

WHO may, at its discretion, ask any bidder for clarification of any part of its proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

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

5. Award

WHO reserves the right to:

1. Award the contract to a bidder of its choice, even if its bid is not the lowest;
2. 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;



3. 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;
4. 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;
5. Not award any contract at all.

WHO has the right to eliminate bids for technical or other reasons throughout the evaluation/selection process. WHO shall not in any way be obliged to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relating to the evaluation/selection process or to state the reasons for elimination to any bidder.

NOTE: WHO is acting in good faith by issuing this RFP. However, this document does not oblige WHO to contract for the performance of any work, nor for the supply of any products or services.

At any time during the evaluation/selection process, WHO reserves the right to modify the scope of the work, services and/or goods called for under this RFP. WHO shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

WHO reserves the right at the time of award of contract to extend, reduce or otherwise revise the scope of the work, services and/or goods called for under this RFP without any change in the base price or other terms and conditions offered by the selected bidder.

WHO also reserves the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP.

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

Any and all of the contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the Contract, i.e., regardless of whether such conditions are included in the Contractor's offer, or printed or referred to on the Contractor's letterhead, invoices and/or other material, documentation or communications.

We look forward to receiving your response to this RFP.

Yours sincerely,
Thinlay Dorji,
AO BAN.

**Annexes**

1. Detailed Terms of Reference
2. Confidentiality Undertaking
3. Vendor Information Form
4. Contractual provisions
5. Template for technical proposal and detailed technical evaluation criteria
6. Financial proposal template
7. Self Declaration Form
8. Statement of Conformity
9. Statement of Copyright/Intellectual Property Right and Data ownership



Annex 1: Detailed Terms of Reference

1. Purpose of RFP

The purpose of this activity is to provide technical support to the Government for conducting community led campaign to promote healthy diet, physical activity and city cleanliness to make Khulna an active, clean and healthy city.

2. Background

A Healthy City is the city that continually creates and improves its physical and social environments and expands the community to promote and ensure the mental, physical, and social health of city residents. With technical support from WHO, the Khulna City Corporation (KCC) and Noncommunicable Disease Control Programme (NCDC) of Directorate General of Health Services (DGHS) are jointly working on WHO's Healthy City Initiative (HCI) to promote health and wellbeing with a vision of making Khulna an "active, clean and healthy city".

A healthy city provides conditions and opportunities that encourage, enable and support healthy lifestyles for people of all social groups and ages. Promoting healthy diet, physical activity and city cleanliness is an important for ensuring healthy lifestyle. Understanding the intricate relationship between our health, the food we consume, and the impacts on our city, climate and environment is more critical than ever. In addition, an environment that stimulates physical activity not only contributes to a more vibrant and social city but also creates a safer environment, increased mobility, decreased noise and better air quality. City cleanliness and beautification further complement the healthy city initiative and ensure quality of the environment which is a major determinant of people's health.

Improving health literacy is a key attribute of a healthy city which allows citizens to take charge of their own health, their families' health, and their communities' health through a combination of knowledge, motivation, and skills. Health communication campaigns can help improve health outcomes for individuals and communities by raising awareness of health risks and solutions and providing the skills and motivation to reduce those risks.

Community-led awareness campaigns are important to raise awareness, increase knowledge, and motivate people to be more physically active, choose healthy option and to be aware of their responsibility for keeping the city clean. Community-led awareness campaigns are carried out in many forms and ways across the world- for example, there through involving social media influencer, flash mob to promote physical activity, healthy diet and clean city; youth led programme engaging different level of educational institute; city level cycling/ walkathon /dancing/swimming/ healthy recipes competition; family-based programs, programs for older adults, walk the talk, open streets events, opening up public spaces, car free day, clean and green city campaign and many more.

To make Khulna an active and clean city, KCC and NCDC jointly want to carry out an active, clean and healthy city campaign by engaging community in Khulna city.

3. Objectives of the activities

General Objective:

- To unite community to promote healthy diet, physical activity and city cleanliness through innovative approach, and active participation.



Specific Objectives:

- Identify the gaps in knowledge and practices for intake of healthy diet, physical activity and city cleanliness through rapid assessment/ literature review
- Identify and prioritize groups of target audience to engage in the campaign
- Create branding for healthy city Khulna for wider recognition and identity.
- Develop catchy jingles for promoting healthy diet, physical activity, and city cleanliness campaigns, and air them through community radio, social media, etc.
- Develop a design/plan that outlines the means of communication, channels of communications that may include car-free days, walk the talk, or any other innovative ways, types of messages and average frequency to reach and engage the diverse audience groups
- Develop a monitoring and evaluation plan to assess the effectiveness of the campaign
- Implement the campaigns in Khulna city.

4. Terms of reference

In consultation with the government counterpart and the Technical Officer of the World Health Organization, the contractual partner will carry out a community led campaign in Khulna City through (Including but not limited to)

1. Undertake formative research to identify the gaps in knowledge and practice, evidence-based community led communication campaign, tools, and best practices, from Bangladesh and/or other countries to promote healthy diet, physical activity and city cleanliness.
2. Identify priority audience groups to be targeted through the communication campaigns in consultation with government and WHO.
3. Design campaigns for Khulna City that target the selected audience groups, and different situational contexts, different communication channels in order to create awareness, and motivate different groups of the community and timelines on promoting physical activity, healthy diets and city cleanliness.
4. Develop catchy slogan and tagline and maskot for Khulna's Healthy City initiative for wider recognition and identity.
5. Develop catchy jingles for promoting healthy diet, physical activity, and city cleanliness campaigns, and air them through community radio, social media, etc.
6. Develop monitoring and evaluation criteria and methods to evaluate the effectiveness of the communication campaign.
7. Carry out the communication campaigns in Khulna City based on the approved design.
8. Evaluate the effectiveness of the communication campaign including post-campaign changes, and lessons learned.
9. Provide an exit plan/ strategy with a sustainable scale-up plan.
10. Conduct creative photography and video documentary (one long version- 5 minutes and one short version 1 minutes) of the activities and develop six case stories.

5. Deliverables details

- Report on the formative research with identified target audience groups and the channels of communication
- A report on community-led campaign including lessons learned and way forward.
- Soft and hard copy of developed communication campaign materials including tagline/ slogan/ maskot, jingles, photography and video documentary, and case stories.



6. Indicative timeline

Planned timelines

Start date: 15 July 2024

End date: 31 December 2024

Total duration: 5.5 Months

7. Payment Schedule

Deliverables	Deadline	Indicator of progress
Signed contract	One month after contract sign in	Will indicate 30% completion of the activity
Interim technical report	Within 5 months of contract sign in	Will indicate 55% completion of the activity
Final deliverable and financial report	Within 5.5 months of contract sign in	Will indicate 15% completion of the activity

8. Place of assignment

Khulna city, Bangladesh.

9. Activity Coordination & Reporting

Technical Officer:	Dr Farzana Akter Dorin National Professional Officer - Policies for Prevention of NCDs	Email:	dorinf@who.int
For the purpose of:	Technical supervision and instructions - Reporting		
Administrative Officer:	Mr Thinlay Dorji, WHO Administrative Officer	Email:	dorjit@who.int
For the purpose of:	Contractual and fiscal management of the contract		



Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of Noncommunicable Disease, has access to certain information relating to communication &/or campaign programme which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as "the Information").
2. WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposal (RFP) for "Community led campaign to make Khulna an active, clean, and healthy city" ("the Purpose"), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
 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).
5. 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.
6. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
7. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
8. 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.
9. Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

Acknowledged and Agreed:

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



Country/Unit Name BAN/NCD

Annex 3: Vendor Information Form**Company Information to be provided by the Vendor submitting the proposal****UNGM Vendor ID Number:***If available – Refer to WHO website for registration process****Legal Company Name:***(Not trade name or DBA name)***Company Contact:****Address:****City:****State:****Country:****Zip:****Telephone Number:****Fax Number:****Email Address:****Company Website:****Corporate information:****Company mission statement****Service commitment to**customers and measurements
used*(if available)***Organization structure** (include
description of those parts of your
organization that would be involved in
the performance of the work)**Relevant experience** (how could
your expertise contribute to WHO's
needs for the purpose of this RFP) –
*Please attach reference and contact
details***Staffing information*** <http://www.who.int/about/finances-accountability/procurement/en/>



Annex 4: Contractual Provisions

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

1. **Compliance with WHO Codes and Policies.** By entering into the Contract, the Contractor acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, the Contractor shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other natural or legal persons engaged or otherwise utilized 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 Directive on Protection from sexual exploitation and sexual abuse (SEA); (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; (vi) the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, and (vii) the UN Supplier Code of Conduct, in each case, as amended from time to time and which are publicly available on the WHO website at the following links: <http://www.who.int/about/finances-accountability/procurement/en/> for the UN Supplier Code of Conduct and at <http://www.who.int/about/ethics/en/> for the other WHO Policies.

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

(i) each legal entity Contractor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA), and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other natural or legal persons engaged or otherwise utilized to perform the work under the Contract; and (ii) promptly report to WHO and respond to, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the Contractor becomes aware; and

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

3. **Tobacco/Arms Related Disclosure Statement.** The Contractor may be required to disclose relationships it may have with the tobacco and/or arms industry through completion of the WHO Tobacco/Arms



Disclosure Statement. In the event WHO requires completion of this Statement, the Contractor undertakes not to permit work on the Contract to commence, until WHO has assessed the disclosed information and confirmed to the Contractor in writing that the work can commence.

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

- i. it is not and shall 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 shall not make any payment or provide any other support to any such person or entity and that it shall not enter into any employment or other contractual relationship with any such person or entity;
- ii. it shall not engage in any fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in connection with the execution of the Contract;
- iii. it shall take all necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices as referred to above in connection with the execution of the Contract; and
- iv. it shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services (IOS), any credible allegations of actual or suspected fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption of which the Contractor becomes aware and respond to such allegations in an appropriate and timely manner in accordance with its respective rules, regulations, policies and procedures. Furthermore, the Contractor agrees to cooperate with WHO and/or parties authorized by WHO in relation to the response. Relevant information on the nature of any credible allegations of such actual or suspected violations, as well as the details of the intended response and the outcome of any such response, should be communicated and coordinated with WHO, with the understanding that, subject to the terms of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, confidentiality and the due process rights of those involved will be respected.

In the event that any resources, assets and/or funds provided to or acquired by the Contractor under the Contract are found to have been used by the Contractor, its employees or any other natural or legal persons engaged or otherwise utilized to perform any work under the Contract, to finance, support or conduct any terrorist activity or any fraudulent or corrupt practices, the Contractor shall promptly reimburse and indemnify WHO for such resources, assets and/or funds (including any liability arising from such use).

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

- i. terminate the Contract, and/or any other contract concluded by WHO with the Contractor, immediately upon written notice to the Contractor, without any liability for termination charges or any other liability of any kind; and/or
- ii. exclude the Contractor from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with WHO.

WHO shall be entitled to report any violation of such provisions to WHO's governing bodies, other UN agencies, and/or donors.



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

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

8. **Audit and Investigations.** 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. Similarly, WHO may initiate an investigation into credible allegations of fraud and corruption and other forms of misconduct based on information received in accordance with its respective policies, procedures and rules.

In this context, the Contractor shall make available, without restriction, to WHO and/or parties authorized by WHO:

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

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

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

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



Annex 5: Detailed evaluation criteria

Technical Evaluation and selection criteria guidelines and matrix of Proposals:

- Two-stage procedure will be followed in evaluating the proposals, with technical evaluation of the proposal being completed prior to any focus on or comparison of prices from financial proposal.
- The Technical proposal will be opened initially and the bids only those that pass the technical evaluation will be considered eligible for financial evaluation.

WHO shall determine the qualification of the bidders in terms of Legal Entity and Eligibility for conducting "Community led campaign to make Khulna an active, clean, and healthy city" on a "PASS/FAIL (YES/NO)" basis as per the qualification criteria detailed under Table 1 below.

If Bidder (s) fails to pass the following qualification questions, they will not be considered for the next step, e.g. evaluation of bids/quotations as per the detailed weighted evaluation criteria and scoring matrix stage.

A. "PASS/FAIL (YES/NO)" – Questions

Requirement	Qualification Criteria	Supporting Documents to be provided by the Bidder	YES/NO
i. Registered as a legal entity in Bangladesh	Legal entity of the Bidder	Copies of up-to-date Trade license and or certificate of incorporation or registration certificates with National Board of Investments or NGO Affairs Bureau.	
ii. The company is compliant with the up-to-date tax/vat rules/regulation of the Government of Bangladesh	VAT Compliant Organization	Up-to-date TIN Certificate	
iii. Proven experience in conducting community led communication campaigns in the last 05 years in Bangladesh.	Total relevant Experience	Work completion certificate/ report/ link to report/ related contracts from any procurement entity to prove the experiences	
iv. Past performance of the bidder(s) with WHO is satisfactory and without any internal limitation/restrictions for future contracts by WHO (applicable only for bidders who had performed/is performing for WHO under any contract with WHO Bangladesh).	Eligibility of the bidder	a. Internal review report (of WHO-bidders are not required to submit any documents).	
v. No pending Criminal/Civil lawsuits against the bidder's company/firm	Eligibility of the Bidder as per WHO criteria	Signed Self Declaration form. Signed Statement of Conformity.	
vi. The bidder's company/ firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country			
vii. There is no pending major lawsuits and litigations against the bidder's company/firm in excess of USD 100,000 at risk			
viii. The bidder's company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country			



Requirement	Qualification Criteria	Supporting Documents to be provided by the Bidder	YES/NO
ix. Supplier is eligible as per the self declaration of the eligible criteria applicable to private and public companies.			

B. Detailed technical evaluation criteria

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

Award, Scoring and Weighted System/Methodology:

Award

- The bid of “the highest overall Technical and Financial scores” of 1,000 points will be awarded. Score/Point distributed as per the Weighting matrix in Part of 4 of this RFP:

700 points for Technical Proposal and 300 points for the Financial Proposal.

- A minimum of [490 out of 700] points is required to pass the technical evaluation.
- The evaluation panel will evaluate the technical merits of all the proposals which have passed the preliminary examination of proposals based on the following weighting:

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

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

Scoring and Weighting System:

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

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

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

A. Expertise and Experience of the Company/Organization: (200 points out of 700 points)

A.1	<p>General organizational capability strength: (100 points)</p> <ul style="list-style-type: none"> • Profile including background, goal/mission, objectives of the organization, year of establishment: 25 • Achievements of organization/ accomplishments. (Please submit either the <u>valid link</u> or a <u>soft copy</u> of the work completion report with the client name, value, year of the contract, output, and outcome of the project, etc. Please do not submit <u>hard copies</u>): 25 • Management structure (Organogram) of the organization: 25 • Total number of relevant experts and professionals, is capable to ensure quality assurance, timeframe/log frame of the work with monitoring, analysis, evaluation and reporting mechanism in place: 25
A.2	<p>Experience of concluding/delivering at least one project (contractual arrangements) in the field of community led communication campaigns in the last 05 years in Bangladesh with WHO, Government or any other international and/or national organizations and/or major institutions. (100 points)</p> <ul style="list-style-type: none"> • 5 work or above: 100 • 3- 4 project: 90 • 2 project: 70 • 1 Project: 40 • No project: 0 <p><i>(Documents to be supported by copy of completion certificate/ report/ link to report.)</i></p>

B. Proposed Methodology, Approach and Implementation Plan (400 points out of 700):

B.1	<ul style="list-style-type: none"> • The proposer's detailed understanding of the proposal (background, justification and expected challenges and mitigation plan, expected outcome to conduct this project) as outlined in the TOR of the RFP. • The activities mentioned in the TOR are the basic requirement to complete this project. However, the organization may wish to add more specific activities/methodologies to achieve the deliverables. • Provide a list of similar community-led communication campaigns on promoting a healthy diet, physical activity, and city cleanliness carried out by other countries with target group, channel of communication • Provide a list of slogans, taglines, mascots, and jingles developed by other countries to promote healthy diet, physical activity, and city cleanliness <p>Total: 175 point</p>
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B.2	<ul style="list-style-type: none"> The work methodology of the proposal for completion of the project is appropriate in terms of the requirement Provide a list relevant stakeholders and other experts who need to be consulted or involved (if any) Provide an idea of different target group-specific community-led communication campaigns that can be conducted in Khulna city to promote a healthy diet, physical activity, and city cleanliness. However, the intervention will be finalized after consultation with government counterparts and WHO technical officers. <p>Total: 125 points</p>
B.3	<p>The workplan and timeline laid out by the bidder towards implementation of the work is clear, practical, systematic based on the sequence of activities meeting WHO timeline for the work and addressed correspond to the requirements under this RFP:</p> <p>Total: 100 points</p>

C. Management Structure and Key Personnel: (100 points out of 700)

C.1	Project Manager's Educational Qualification & experience (60 marks)
	<p>C.1.1. Educational Qualification:</p> <ul style="list-style-type: none"> - Master's in communication/ Social Science/ public health/ relevant field.: 30 - Graduation Degree in Communication/ Social Science/ public health/ relevant field.: 21 <p>30 points</p>
	<p>C.1.2. Experience in conducting at least one project (contractual arrangements) in the field of community led communication campaigns in the last 05 years in Bangladesh:</p> <ul style="list-style-type: none"> • 5 work or above: 30 points • 3- 4 project: 27 • 2 project: 21 • 1 Project: 12 • No project: 0 <p><i>(Documents to be supported by copy of contract/completion certificate and a two-page brief writing of overall project / link to project report.)</i></p> <p>30 points</p>
C.2	Project Officer's Educational Qualification & experience (40 points)
	<p>C.2.1. Educational Qualification:</p> <ul style="list-style-type: none"> • Masters in Communication/ Social Science/ public health/ relevant field.: 20 • Graduate degree in Communication/ Social Science/ public health/ relevant field: 14 <p>20 points</p>
	<p>C.2.2. Experience in conducting at least one project (contractual arrangements) in the field of community led communication campaigns in the last 05 years in Bangladesh:</p>



- 5 work or above: 20 points
- 3- 4 project: 18
- 2 project: 14
- 1 Project: 8
- No project: 0

(Documents to be supported by copy of contract/completion certificate and a two-page brief writing of overall project / link to project report.)

20 points

Financial Scoring and Weighting System:

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.

Based on the formula provided below, all qualified technical proposals will be scored out of 300 points. The maximum points (300) will be assigned to the lowest financial proposal. All other proposals received points according to the following formula:

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

Where:

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

**Annex-6****Financial proposal in BDT (TO BE SUBMITTED IN SEPARATE ENVELOP THAN TECHNICAL PROPOSAL)**

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

1. Please note that the budget template provided below is a sample one. Please prepare the budget with the inclusion of all relevant line items that are needed to complete the project activities as per ToR and deliverables.
2. Please also note that, WHO does not entertain any overhead/administrative costs whatsoever of the bidders for the implementation of proposed technical work. Therefore, no such overhead/administrative costs should be included in the bids.
3. The financial proposal must be supported by a separate breakdown of overall price of all the given line items as per table below as given in the example below:

Breakdown of Overall Price (in BDT)					
#	Activity/Deliverable-1	Role	Day Rate	Proposed days of work	Total Cost
1.	Expert Services costs including key expert and other related staff to be engaged for the work				
2.	Field work related expenses (Travel cost for field Visit etc.)				
3.	Project related Expenses (Data collection, analysis, planning, consultative and dissemination meetings, workshops, trainings, report preparation etc.)				
4.	Equipment rental cost (if any)				
5.	Other costs if any (Please specify)				
	Total Cost				
	VAT				
	Total cost with VAT				

Breakdown of Overall Price (in BDT)					
#	Activity//Deliverable -2	Role	Day Rate	Proposed days of work	Total Cost
1.	Expert Services costs including key expert and other related staff to be engaged for the work				
2.	Field work related expenses (Travel cost for field Visit etc.)				
3.	Project related Expenses (Data collection, analysis, planning, consultative and dissemination meetings, workshops, trainings, report preparation etc.)				
4.	Equipment rental cost (if any)				
5.	Other costs if any (Please specify)				
	Total Cost				
	VAT				
	Total cost with VAT				



Breakdown of Overall Price (in BDT)					
#	Activity//Deliverable -3	Role	Day Rate	Proposed days of work	Total Cost
1.	Expert Services costs including key expert and other related staff to be engaged for the work				
2.	Field work related expenses (Travel cost for field Visit etc.)				
3.	Project related Expenses (Data collection, analysis, planning, consultative and dissemination meetings, workshops, trainings, report preparation etc.)				
4	Equipment rental cost (if any)				
5.	Other costs if any (Please specify)				
	Total Cost				
	VAT				
	Total cost with VAT				

*VAT: WHO will take into account of payment of the VAT amount (No AIT) on total quoted cost provided that the Supplier submits to WHO, along with the final invoice/bills:

(i) Mushak 6.3 of National Board of Revenue (NBR), Government of Bangladesh as per prescribed format to be provided by WHO

(ii) Online Treasury Challan of deposited amount in favour of WHO (with details of WHO Purchase Order/Contract Number, Date etc as per prescribed format to be provided by WHO)

(iii) other relevant documents if requires by NBR.

-Contract will be issued without the VAT and contractual partner supplier will be sole responsible for payment of VAT.

- WHO is exempted for payment of AIT and hence, bidder shall not include AIT in the quotation.

In Word:

Important Note:

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

Signature of the Bidder with the date and rubber stamp:

Name:

Date:

Annex 7: 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:	

**Annex: 8**

Date:

To
Administrative Officer
WHO Bangladesh

Statement of Conformity

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

Signature

Name of the Company

Official Stamp



Annex 9- Statement of Copyright

The Contractor warrants and represents to WHO as follows:

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



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

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

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

Signature, Name of the Company & Official Stamp