

In reply please

refer to :

RFP/BAN/2024/027

Prospective Bidders

Your reference:

16 July 2024

Dear Prospective Bidder,

Subject: Request for Provision of Cleaning and Janitorial Services with other Messenger Service 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 | Acceptance Form |
| 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/2024/027) no later than 26 July 2024.

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 23 July 2024, the bidder shall complete and return by email to WHO to the following address: sebanprocurement@who.int (use subject: RFP/BAN/2024/016) the following forms:
 - A. The enclosed RFP/BAN/2024/027 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/2024/027 Confidentiality.doc (Annex-2) form signed.

Cont'd...P/2

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3. **Hardcopies of Technical Proposal with Annex-3 to 6 and Annex- 8 in a separate sealed envelope and Financial Proposals 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 31 July 2024, 14:00 hours, (Dhaka) time.
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.

Provision of Cleaning and Janitorial Services with other Messenger Service for WHO Bangladesh under Long Term Agreement

Request for Proposals (RFP)

Bid Reference

RFP/BAN/2024/027

Country/Unit Name

BAN/ADM

Closing Date:

[
[Closing: 14:00hrs, 31 July 2024]

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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 Provider (hereinafter referred to as the provider or contractual partner or supplier) to render Office Cleaning and Janitorial Services (hereinafter referred to as the service) for Office premises of WHO Bangladesh under Long Term Agreement (LTA)

The World Health Organization (WHO) Country Office in Bangladesh need the required services for premises of WHO Country Office in Dhaka and WHO Cox's Bazar Office as per this WHO Specifications. For this purpose, WHO intends to enter into Long Term Agreement (LTA) with the successful bidder for obtaining comprehensive Cleaning services for a period of three years, renewable twice for an additional period of one year each, at WHO's discretion and subject to satisfactory performance).

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 (three years, renewable twice for an additional period of one year each, at WHO's discretion and subject to satisfactory performance). 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

Asset, Building and Documentation (ABD) Unit, Administrative division of the World Health Organization (WHO) Bangladesh, South-East Asia Region

1.3 Definitions, Acronyms and Abbreviations

| | |
|----------|--|
| WHO | World Health Organization |
| WR | WHO Representative |
| AO | WHO Administrative Officer |
| PU | WHO Procurement unit |
| SFP | Security Focal Point for WHO Bangladesh |
| Sec | Security management unit of WHO BAN |
| BMU | Building Management Unit |
| UNDSS | United Nations Department of Safety and Security |
| LTA | Long Term Agreement |
| Services | Cleaning Services |
| RFP | Request for Proposal |
| WHA | World Health Assembly |

2. BACKGROUND

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

2.1 Overview

The World Health Organization (WHO) Country Office in Bangladesh is seeking a Cleaning and Janitorial Services Provider that can provide full time office Cleaning and Janitorial Services for WHO Country Office premises as per WHO Specifications. WHO will enter into Long Term Agreement (LTA) for a period of 2 year with renewal provision with the successful bidder for obtaining comprehensive Cleaning and Janitorial services. Interested Providers are invited to submit a proposal in response to this Request for Proposal (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

The Provider shall provide Cleaning services to the WHO Country Office in Bangladesh in House# 1/A, Road# 8, Block: SW(I), Gulshan 1, Dhaka and other WHO locations as and when necessary. The WHO Premises comprises of a 5 storied building and a basement for car parking of 30,000 sq ft.

The purpose of the bidding is to conclude a Long Term Agreement (LTA) with qualified Provider for the provision of comprehensive Cleaning and Janitorial Services for a period up to two (2) years. The successful Provider shall be contracted for an initial period of 2 (two) years expecting from 01 September 2024, with the contract renewable for a further one (1) year subject to satisfactory contract performance. WHO Bangladesh wishes to receive Proposals from service providers with the ability to provide high quality and comprehensive Cleaning services as per this Specification. Details of the premises are follows.

3. REQUIREMENTS

3.1 Introduction

WHO requires the successful bidder/the Provider to provide cleaning and janitorial related services to the Office of the WHO Representative to Bangladesh in Dhaka Bangladesh. Namely: The WHO Premises comprises of one entry and exit gates, access control screening room including security operations/reception at ground floor including one basement of 6 (Six) storied building located at House- (SWI) 1/A, Road-8 Block SW(I) Gulshan-1 Dhaka: main Office building with total office space of 32,000 square feet detailed as follows. The Provider will also provide the required services in WHO Cox's Bazar Sub Office and other places as and when require.

Table-1:

| WHO Premises | Areas in the scope of services |
|---|--|
| WHO Bangladesh office is a standalone 7 floors including a portion of ground floor as entrance porch, reception including a basement parking at underground, open terrace at 6 th floor with total office space of about 32,000sqft. | <ul style="list-style-type: none">• Total Area 32,000 sft in main building. In the building there are:• 7 Floors;• One Cafeteria;• One Open Terrace at 6th Floor;• One Kitchen 6th Floor;• Gymnasium including 2 changing rooms, 2 rooms;• Prayer rooms 2• Reception Area;• Corridors (Ground floor to 6th floor);• Stairs, 7 floors from reception ground floor to 6th floor;• 23 Toilets;• 1 baby care room• 1 store room;• 1 archive room• Conference rooms;• 7 meeting rooms• Carpets of all floors;• All Workstations;• Glass partitions;• Glass & Windows (inside).• External glass & window cleaning (Quarterly)• Security Guard Room and Police Box |
| 5,000 sft NPML Lab | <ul style="list-style-type: none">• 5 Toilets• Lab furniture |
| 720 sft IEDCR Office | <ul style="list-style-type: none">• 2 Rooms• 2 Toilets |

3.2 Characteristics of the provider

3.2.1 Status

The provider shall be a [☒ for profit][☐ not for profit company/ institution operating in the field of Cleaning and Janitorial services with proven expertise in Cleaning and Janitorial services with following Legal Status and eligibility:

Quality and Qualification requirements:

- The Provider can be National/International/Joint Venture Company/Institute/Organization fulfilling the following local registration and legal/compliance requirements.
- Is registered with any of the City Corporations in Dhaka or Office of the Registrar of Joint Stock Companies and Firms or Board of Investment, Government of Bangladesh.
- Is a VAT registered organization.
- Having a valid TIN number and up to date and Income Tax Certificates.
- There are no pending Criminal/Civil lawsuits against the Company.
- Not declared "Bankrupt/Ineligible/Banned" by any of the court in the country.
- Provide evidence that there are no pending major lawsuits and litigations in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institute/Company.

3.2.2 Accreditations

An accreditation (~~ISO 9001 or equivalent; other accreditation or certification in a relevant field~~) 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:

- At least 5 years' experience in providing similar services to UN/Diplomatic missions/International Organizations in the Country.
- Particular experience of rendering similar scope of works through at least 1 Long Term Agreement (LTA) for a minimum period of 6 months with UN/Diplomatic missions/ International Organizations during last 2 years.
- Bidders short-term liquidity position is proportion to its liabilities with minimum quick ration of 1 as calculated by adding cash, cash equivalents, short-term investments (minus inventory), and current receivables together then dividing them by current liabilities.
- The Company/Firms has possession of sufficient skilled cleaning staff/personnel comprised of a combination of teams of at least 10 trained Supervisors of cleaning/janitorial staff and at least 100 trained cleaning/janitorial staff (hereinafter referred to as workers) with workable education and experience (detailed under Table-2) as ability/proof of human resources to cover multiple office requirements for cleaning, janitorial at a time.
- The successful Provider is willing to absorb/take over the skilled workers of existing cleaning service provider of WHO Bangladesh as employee of their company for rendering the desired services in WHO premises in order to retain their knowledge and experiences with WHO works, if requested by WHO.

Desirable:

As part of the financial evaluation process, WHO will conduct Compatible Financial Analysis and scoring of the financial proposals of technically qualified proposals with packages of same group of outsourced workers working for WHO. Therefore, the packages offered for the workers needs to be as realistic as possible considering the need to be compatible with WHO enforced packages of same group of workers as well as to comply with the current living standards of the manual workforce of Bangladesh.

3.2.4 Staffing

Management structures with sufficient educational background, expertise and experience as detailed below can function with an effective monitoring and evaluation mechanisms and tools to integrate and mobilize services and resources for continuous retaining and expansion of Cleaning Services related businesses.

a. Directors/General Managers are minimum Graduate with at least 3 year experience in Cleaning and Janitorial related Business.

b. Managers obtained at least Higher Secondary School Certificates with minimum 3 year experience in managing several Cleaning and Janitorial Projects

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

A project manager of an adequate level of qualification and experience (please attach resume to your proposal) shall be dedicated to the project. WHO will not pay any remuneration or fees for the dedicated Managers since the involvement of the said personnel of the bidders are expected to be covered by the management fee/operational cost.

- The designated project manager that should be the same all along implementation, including consideration in contingency plans in case the focal point is absent.
- Sufficient capacity and knowledge is required to cover the following areas of expertise:
 - Adequate technical knowledge to Assessment and ascertain needs to ensure cleaning, janitorial, messenger and office support.
 - Adequate technical knowledge to advise, deploy and manage all level of cleaning, janitorial, messenger and office support.
- WHO pays utmost attention to the level of qualification and experience of the individuals involved, and to continuity in the services. The profiles (no individual names required) of the personnel proposed for these services should be included in the technical proposal.
- All staff with full professional working proficiency/native or bilingual proficiency in English.

Qualification of Cleaning Personnel (Workers):

Table 2

| Designation | Quantity | Qualification Experience | Experience and Education |
|--------------------|----------|--|--|
| Supervisor | 1 | Should be able to communicate well in English both written and spoken. Trained or knowledgeable about various cleaning and plumbing jobs. Should be able to monitor offices two times a day and report to Operations on a monthly basis. | At least 1 year of experience as supervisor of cleaning crew. Minimum Qualification is S.S.C. Desired qualification: General knowledge office maintenance works under. |
| Workers in WCO BAN | 18 | Basic training and knowledgeable in office cleaning use of vacuum cleaner, detergents/chemicals. | At least 1 year of experience as an office cleaner. Primary School Certificate (PSC) or equivalents |
| Cleaner in NPML | 1 | Basic training and knowledgeable in office cleaning use of vacuum cleaner, detergents/chemicals. | At least 1 year of experience as an office cleaner. Primary School Certificate (PSC) or equivalents |
| Cleaner in IEDCR | 1 | Basic training and knowledgeable in office cleaning use of vacuum cleaner, detergents/chemicals. | At least 1 year of experience as an office cleaner. Primary School Certificate (PSC) or equivalents |

Competencies of assigned cleaning/janitorial staff (workers):

-Professional Behavior: workers and supervisors are well trained; demonstrated competence and mastery in cleaning and janitorial service

-Supervisors can understand English and capable to communicate orally in Bengali.

-Can efficiently handle cleaning equipment and material (carpet shampoo machines, vacuum cleaner etc.) and show interest to learn and apply new cleaning technology for the clients.

Corporate Behavior: Workers and Supervisors can function as a team with working relationships with other colleagues, show respect to the client's working environment and diversified culture with confidentiality.

-Team Work: The workers are required to perform as a team with harmony, free from abuse and harassment. In case any conflict between/among cleaners of the Provider arise, the Supplier shall resolve this immediately outside of WHO premises without affecting the Work Quality/Performance Standards stated below.

Please note that WHO always look forward to engaging or retention of skilled and experienced staff demonstrated Professional and Corporate Behavior.

Human Resource, Equipment & Supplies requirement in various location of WHO BAN,

| S/L | Office Location | Number of workers | Equipment | Supplies |
|-----|-----------------|-------------------|------------------|---------------------------------|
| 1 | WCO BAN | 19 | Kindly see 3.3.4 | |
| 2 | IEDCR | 1 | N/A | |
| 3 | NPML Lab | 1 | N/A | Kindly see 3.3.4 (NPML Section) |

| S/L | Equipment Detail | WCO BAN | IEDCR | NPML |
|-----|--|---------|-------|------|
| 1 | Vacuum Cleaner | 7 | N/A | N/A |
| 2 | Scrubber Machine | 1 | N/A | N/A |
| 3 | Long Power Cable (Heavy Duty) for Vacuum Cleaner | 7 | N/A | N/A |

| | | | | |
|---|--|---|-----|-----|
| 4 | High Water Pressure Pave-Tile (For Basement and Main Porch Pave-Tiles) | 1 | N/A | N/A |
|---|--|---|-----|-----|

Schedule of Work/Duty Hours of the Workers:

The required services as provided above in Table.3 shall be rendered from Sunday - Thursday (7:00 am – 5:30 pm) and Saturday (8:00 am -1:00 pm), except UN Holidays. The counting of the Ten hours commences at 07:00 am so that the WHO premises are already cleaned or partially cleaned up, including wet cleanings (details in part 1 of Annex-1).

- During Nationally declared holidays which are not considered UN Holidays, The Provider's workers assigned to the WHO Premises shall also report for work to render regular services.

- Occasionally, WHO may require the services of the Provider's personnel beyond the aforesaid working hours and the cleaner of the company shall always remain prepared to fulfill such requirement. WHO will pay the cost of such overtime services on receipt of the invoices certified/approved by the BMU and Responsible Approving Officers in the same month the services were rendered. Hourly rates of Overtime duties will be determined by WHO with or without consulting with the Provider.

- The services for Reception, Cafeteria, Terrace area shall be rendered Sunday-Thursday (7:00am – 5:00 pm).

- The provider shall make sure that the assigned guards and their supervisors attend to their duty in time as per the duty roster. Make sure duty hand over brief if given in each duty change.

-If any of the assigned staff remain absent from his duties, the company shall deploy immediate alternate in duty in consultation with WHO. WHO shall reserve the right to adjust compensation from the invoice of the company towards any unauthorized absence.

- Annual leave must be provided to the proposed claning supervisors and cleaners, as per the labour law of the country and company policy.

-The annual leave calculation shall be made according to the rosters of the proposed supervisors and cleaners and WHO shall not pay any additional amount as in lieu of annual or sick leave of supervisors and cleaners. All cost including accrued leave balance and in lieu compensation (in cash) shall be reflected in the remuneration packages of proposed Cleaners and supervisors in the financial proposal of the bidders.

3.3 Work to be performed

3.3.1 Terms of References:

i. The Provider will be required to provide including but not limited to high quality cleaning services for;

1. WHO Bangladesh Country Office (32,000sft)
2. WHO NPML Office (5,000sft)
3. WHO IEDCR Office (720sft)

-The cleaning services shall meet the parameters/clauses specified under Schedule of Work and Work Quality Standards (WQS) and Work Performance Standard (WPS) as detailed in Table 2 and Table 3 in the following.

-The provider shall provide all required regular Cleaning Personnel including a Supervisor, sufficient equipment and cleaning materials in performing the cleaning work. The minimum qualification of the Workers is given in the following table.

ii. The provider is also required to provide high quality Janitorial/Housekeeping services as follows:

- Keeping the kitchen and pantry area in a hygienically clean condition at all time;
- Office Support/Messenger/Peon services such as sorting and distribution of incoming mails, internal files and pouch materials to WHO officials as and when required, dispatch of outgoing mails and pouch materials;



- Minor plumbing works for repair of commodes, sinks, septic tanks and general bathroom fixtures, unclogging clogged lines of sewer and water;
- Manual labour services i.e. carrying/moving different materials/equipment, organizing venues in different meeting and workshop in and outside office;

3.3.2 Particular requirements of the Provider:

i. The selected Provider will be required to pay the monthly remuneration/salary and other due benefits/entitlements to the workers assigned to WHO within due dates (as per Work Performance Standards in Table-4) in accordance with the bidder's Final Offers acceptable to WHO in time.

ii. The total packages (salary/remuneration, benefits, entitlements) of workers shall be included with monthly take-home fees/remuneration, insurance, medical, 2 times festival bonuses (equivalent to one month take home salary each), Uniform (sub-clause iii of 3.3.2) as per the relevant Section of Labour Law of Government of Bangladesh.

As part of the financial evaluation process, WHO will conduct Compatible Financial Analysis and scoring of the financial proposals of technically qualified proposals with packages of same group of workers under current WHO LTA. Therefore, the packages offered for the workers needs to be as realistic as possible considering the need to be compatible with WHO enforced packages of same group of workers as well as to comply with the current living standards of the manual workforce of Bangladesh.

iii. The provider shall provide quality Uniforms and Shoes or allowances to each cleaner so that they can purchase quality uniform, which shall consist of: two (2) sets of Shirts and two pairs of Trousers and two pairs of Shoes every 6 months. (3) 1 Umbrella during monsoon, (4) 1 High Quality Jacket (for male) 1 Sweater (for female) during winter. The quality of the uniform shall be approved by WHO. No sandals are allowed.

iv. The Provider shall be accountable for its workers in terms of their cleaning and janitorial service with other messenger services/performance, conduct, behavior, timely disbursements of dues/payables (salaries and compensation) to the workers. WHO shall not entertain any claim or request from any Workers in relation to their wages, facilities and disputes with their employing firms (the Provider) vice-a-versa. The key conducts of Workers of the Provider to be deployed in WHO premises shall include but are not limited to the following:

- a. Workers must strictly follow the "No Tobacco" policy of WHO.
- b. Workers must demonstrate respect Working Environment and Diversified Culture of WHO.
- c. They must maintain confidentiality in respect of WHO works, procedures and policies and shall not share any contents with outsiders without permission of the authority of WHO.
- d. They must ensure their safety first while on duty inside WHO premises. Sleeping and other forms of dodging duties while on duty is not allowed.
- e. They shall not be allowed to eat anywhere, except the dining room or canteen.
- f. They shall ensure highest possible safety, security of WHO staff, premises during the contract period.
- g. They shall not use tools and equipment for cleaning purposes owned by WHO as their primary cleaning equipment.

v. Workers will be responsible for maintaining clean, orderly and safe storage areas for materials including chemicals/other hazardous ones, tools and equipment deployed by their provider with necessary safety measures. The Provider shall hold WHO free from any liability arising from loss or damage of such materials and equipment.

3.3.1 Key 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 4: Work Performance Standards (WPS) Table:

| Item | Description of Requirement | Standards |
|--------------------------|--|---|
| Service Requests | All Routine and ad-hoc service request should be attended to and completed immediately. Requests that cannot be done within a reasonable time should be informed to the BM unit. | All service requests from the 1st day to the last day of the month shall be monitored. Supplier shall explain the delay in case they fail to meet the routines/timelines. |
| Management's Performance | Consistency of Satisfaction of WHO with regard to Cleaning Services for WHO with effective monitoring and training/skill development to the assigned cleaner. | -Management of the Provider monitors and ensures effectiveness of services through problem solving skill and effective |

| Item | Description of Requirement | Standards |
|--|---|--|
| | | communication with cleaner to maintain standards -Management provides training or skill development activities of the cleaner as and when necessary |
| Management's effectiveness | Ensures timely payment of wages, insurances coverages for injury, disability/death and other entitlements, minimum working conditions with leave and festive bonuses etc, regardless your customers/clients pay in time | -Management of the Provider disburse remuneration and other due benefits to all cleaner in cash or bank transfer within the 1st week of every month upon completion of a monthly service cycle -Management of the Provider provides Uniform to the cleaner in 15 days upon completion of 6 monthly service cycle. |
| Quantity of Equipment and failures | The Provider shall provide the required tools and equipment which are in good operational condition. In case any equipment become non- functional, the Supplier shall replace the same in 24 hours' notice given by BM unit | The Provider warrants that all supplied tools and equipment are in good condition to achieve satisfactory and efficient service. |
| Accidents | The Provider shall take care of their workers/employees while on duty in WHO and shall be responsible for any damages both personal and physical as a result of carelessness and negligence of its staff. | The Provider's personnel should work and accomplish their task giving due consideration to the safety of persons and property. |
| Conduct of Business | Integrity of Businesses and Professional Attitude (over invoicing to WHO or attempts to add unauthorized transactions with external third parties) at any stage of Cleaning Jobs | The Supplier would be oriented with "UN Supplier Code of Conduct" to do business with Integrity |
| Attitude and Professional Conduct of Cleaner | The Supplier shall take care of the attitude and behavior of all its personnel is up to generally accepted standards while inside WHO premises. | The Supplier would be oriented by BM team to be familiar with the provisions on personnel conduct. |
| Absences | The Provider shall be penalized for all absences without relievers and for all the days a position remains vacant. | The Provider should provide a replacement of staff daily or minimum complement during holidays |
| Workmanship | The Provider should accomplish all works satisfactorily and efficiently in accordance with the approved plans, set standards and Best Practices. | WHO can compare the standard of works of suppliers with other UN/WHO office globally. They shall ensure highest possible safety, security of WHO staff, premises and premises during the contract period |
| Stocks of Consumables | The Provider shall maintain a minimum stock of consumable materials and chemicals internal controls in managing the supplies inventory so that there is no interruption service delivery | The supplier shall be held accountable if quality service delivery is hampered due to insufficient stock of consumables. |
| Attitude and Professional Conduct of cleaner | The Supplier shall take care of the attitude and behavior of all its personnel is up to generally accepted standards while inside WHO premises. | The Supplier would be oriented by BM team to be familiar with the provisions on personnel conduct. |
| Customer Oriented One-stop Service | Satisfaction of WHO with regard to accessibility and responsiveness of Managers of the Provider | Telephone: Focal persons response to first call or call back in 30 minutes Emergency: 24/7 Email: Focal response within 2 hours |

3.3.2 Place of performance

Dhaka and Cox's Bazar. WHO may also deploy the workers elsewhere in the country as and when required.

3.3.3 Timelines

The duration of the LTA or framework/umbrella agreement (three years, renewable twice for an additional period of one year each, at WHO's discretion and subject to satisfactory performance.

3.3.4 Reporting requirements

The contract manager of the selected Provider will be expected to provide an updated status in a written format on a monthly basis. In addition, incidents report must be provided to WHO by the management of Cleaning and Janitorial Services Provider in 24 hours of the occurrence/incidents, if any in the perimeters of WHO.

Formal reporting (by VC and in the format of a technical report) is expected upon delivery of each deliverable (see above).

Additionally the Inspector and Supervisor will be requested by WHO, to the supervisors is responsible for the effective day to day supervision and management of the cleaners of the company at the WHO premises. He shall receive operational instructions from WHO Technical Officer Operations/Operations officer/in charge BM unit only.

- The employees assigned to WHO shall sign daily attendance register kept at the Main Gate.
- The supervisor shall inform the in charge of WHO BM unit any changes to the assignment well in advance.
- The supervisor shall maintain a "Check List" for the daily routine cleaning matters as detailed in the service schedule.
- The Supervisor shall also submit basic notes written in English should with respect to his/her daily/weekly/monthly routine of duties, if asked; including knowledge of operating computer, email etc.

3.3.5 Performance monitoring

- I. Invoices with Service Acceptance Notes signed by BMU during the 1st week of the following month of service delivered.
- II. Goods Delivery Notes of supplied consumables as and when are entered inside WHO premises to be signed by the BMU for record and processing the monthly invoices.

3.3.1 The Provider is expected to perform corresponding to the Work Performance Standards during the LTA period (24 months). The Provider shall take prompt actions to ensure the risk mitigations against each Risk item

3.3.2 Further capacities: N/A

4. INSTRUCTIONS TO BIDDERS

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

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

4.1 Language of the Proposal and other Documents

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

4.2 Intention to Bid

No later than 23/07/2024 the bidder shall complete and return by email to WHO to the following address: sebanprocurement@who.int

1. The RFP **RFP/BAN/2024/027** 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/2024/027** 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 **26 July 2024**.

Email for submissions of all queries sebanprocurement@who.int
(use subject: Bid Ref. RFP/BAN/2024/027)

The 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 7.

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 31/07/2024 at 14:00 hours Dhaka time** ("the Closing Date for Submission of Proposals"), as follows:

☐ Option 1: by E-mail at the following address: _____ sebanprocurement@who.int

☒ Option 2:

-Submit technical proposals in [2] hard copies, labelled "Master Copy" and "Copy" and titled with LTA for Cleaning and Janitorial Services in separate sealed envelope.

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.

-Submit Financial Proposal in [1] hard copy titled with LTA for Cleaning and Janitorial Services in separate

sealed envelope.

-The proposals/bids in separate envelope shall be submitted in the tender box of WHO office at following address:

Bid Ref: RFP/BAN/2024/027
Office WHO Bangladesh Country Office
Attn: WHO Administrative Officer
World Health Organization
House# 1/A, Road# 8, Block: SW(I), 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/2024/027** 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 Providers 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 (of 2 pages maximum) introducing the proposed solution and approach / methodology.

4.12.3 Approach/Methodology

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

4.12.4 Proposed Solution

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

The activity should result in Outputs, according to the description provided under Chapter 3. Needs the Cleaning and Janitorial Services from a qualified, experienced and highly professional Cleaning Service providers while in office. The activity will result in Outputs, according to the description provided under Chapter 3.

The proposed solution should:

- Describe all components of the Cleaning and Janitorial Services including quality management procedure and monitoring and supervision.
- Describe the steps that will be followed in implementing the service to WHO including work packages, innovative ideas, milestones for key deliverables;
- Provide evidence/example of similar service solutions and outcomes to other important clients.

4.12.5 Proposed Time line

As per LTA schedule

4.12.6 Financial Proposal

The financial proposal is expected to provide a total price and breakdown per phase and per area of expertise. Please refer to Annex 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.

-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.

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

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

WHO shall determine the Legal Capacity and Eligibility for the Cleaning and Janitorial Services on "PASS/FAIL (YES/NO)" basis as per the qualification criteria detailed under table below.

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

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 [420] points is required to pass the technical evaluation.

| | |
|--|------------|
| Addressing of WHO's requirements and expectations | X |
| Quality of the overall proposal | X |
| Appropriateness of the proposed approach | X |
| Quality of the technical solution proposed | X |
| Managing and staffing of the project | X |
| Experience of the firm in carrying out related project | X |
| Qualifications and competence of the personnel proposed for the assignment | X |
| Proposed timeframe for the project | X |
| Presentation performance | X |
| TOTAL | 100 |

PASS/FAIL (YES/NO) Question.

| Requirement | Qualification Criteria | Supporting Documents to be provided by the bidder | YES/NO |
|---|----------------------------|--|--------|
| Registered as Supplier with Government entity in Bangladesh | Legal entity of the bidder | a. Copies of up to date Trade license | |
| 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). | |
| The successful Provider is willing to absorb/take over all/some skilled workers of existing cleaning service provider of WHO Bangladesh as employee of their company for rendering the desired services in WHO, if requested by WHO. | Eligibility of the Bidder | -A separate Conformity statement to be submitted in this regard in the technical proposal by the Bidders | |
| Legally entitled to operate its business in the country complying with the government tax/vat rules/regulation | Legal entity of the bidder | a. VAT registration and TIN certificate | |

| Requirement | Qualification Criteria | Supporting Documents to be provided by the bidder | YES/NO |
|--|---|--|--------|
| Demonstrated a total of minimum 5 years' experience in providing Cleaning and Janitorial Services with UN Agencies/Diplomatic Missions/International Organizations in Bangladesh. | Total Experience of the Bidder | a. Experience Certificate/Copies of Contracts/Agreements etc. | |
| Particular experience of rendering similar scope of works through at least 1 Long Term Agreement (LTA) for a minimum period of 6 months with Agencies/Diplomatic Missions/International Organizations during last 2 years. | Particular Experience of the Bidder with UN | a. Experience Certificate/Copies of Contracts/Agreements etc. | |
| Bidders short-term liquidity position) is proportion to its liabilities with minimum quick ratio of 1 as calculated by adding cash, cash equivalents, short-term investments (minus inventory), and current receivables together then dividing them by current liabilities. | Financial Stability | Last 2 years financial statement of accounts (audited/unaudited) | |
| The Company/Firms has possession of sufficient skilled cleaning staff/personnel comprised of a combination of teams of at least 10 trained Supervisors of cleaning/janitorial staff and at least 100 trained cleaning/janitorial staff (with workable education and experience as ability/proof of human resources to cover multiple office requirements for cleaning, janitorial at a time. | Capacity of the Company | -List of Cleaning Employees with indication of years of experience and related training received | |
| The Bidder has met the requirements of the declarations of the attached Self Declaration Form (Annex-6) for applicable to private and public companies | Eligibility of the Bidder | Signed Self Declaration Form (Annex-6) for applicable to private and public companies | |
| No pending Criminal/Civil lawsuits against the bidder's company/firm | Eligibility of the Bidder | A Statement by the bidder to this effect (that the bidder's company/firm) Bankrupt/Ineligible/Banned" by any of the court in the country | |
| The bidder's company/firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country | Eligibility of the Bidder | Signed Self Declaration form-Annex-6. Signed Statement of Conformity-Annex-8. | |
| There is no pending major lawsuits and litigations against the bidder's | Eligibility of the Bidder | Signed Self Declaration form-Annex-6. Signed Statement of Conformity-Annex-8. | |
| company/firm in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institution/company | Eligibility of the Bidder | Signed Self Declaration form-Annex-6. Signed Statement of Conformity-Annex-8. | |

| Requirement | Qualification Criteria | Supporting Documents to be provided by the bidder | YES/NO |
|--|---------------------------|--|--------|
| The bidder's company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country | Eligibility of the Bidder | Signed Self Declaration form-Annex-6. Signed Statement of Conformity-Annex-8. | |



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

Selection Criteria

- The bid of “the highest overall Technical and Financial scores” of 1,000 points will be awarded.
- Out of 1000, 600 points assigned to Technical Proposal. **Total of all sub-criteria under each technical proposal** (which qualified through mandatory criteria) must be 420 points or above to qualify for financial evaluation.
- 400 points to the Financial Proposal. Financial Scoring and Weighting System will be done **on compatibility of offered financial packages of the workers with WHO standards/benchmarks (packages of same outsourced workers being normally paid)**. The compatibility scoring with WHO standards/benchmarks will be determined using following formula:
 - Financial packages higher than WHO benchmark/standards: $WHO \text{ benchmark/standards} / Price \text{ or Cost of the Offer Being Evaluated} \times 400$
 - Financial packages that are lower than WHO benchmark/standards: $Price \text{ or Cost of the Offer Being Evaluated} / WHO \text{ benchmark/standards} \times 400$
- Minimum 70% score of total technical points (600) to be obtained to qualify for the technical evaluation.
- Score/Point distributed as per the Weighted Scale and Weighting Matrix in below.

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 (600) are provided below:

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 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% |

The formula for the rating of the proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced or Cost Offer/Price or Cost of the Offer Being Evaluated) x 100

Total Combined Score:

$(\text{TP Rating}) \times (\text{Weight of TP, e.g., 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 40\%}) = \text{Total Combined and Final Rating of the Proposal}$

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

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">- Profile of the Organization with year of establishment, achievements, major clients. Business portfolios:20- Portfolio of management (Chairman/MD/Directors/Proprietors):20- List of ongoing contract and previous contracts that were undertaken during last 5 years with names and contact details of the clients: 20- Other Logistical Capacity (list of equipment related Cleaning and Janitorial Services, vehicles, other logistics.): 30- Training facilities for the cleaning staff with training manuals and instructors:10 |
|-----|---|

Country/Unit Name **BAN ADM**

| | |
|-----|--|
| A.2 | <p>Bidders shall provide evidence/examples of having experience of completing at least 2 similar contracts for 6 months for providing Cleaning and Janitorial Services with renowned Institutes/ organizations during last 18 months: 100 points</p> <ul style="list-style-type: none"> - 4 or above contracts of similar works/tasks: 100 points - 3 contracts of similar works/tasks: 90 points - 2 contracts of similar works/tasks: 70 points - 1 contracts of similar works/tasks: 40 points - no demonstrable experience in this tasks/projects: 0 points |
|-----|--|

B. Proposed Methodology, Approach and Internal Management capacity: 200 points

| | |
|------|--|
| B.1 | <p>Bidder's proposed work methodology reflective of how they will achieve the ToR, the Key Deliverables maintaining service quality standards outlined in the specification document: min. 70 points to be obtained out of 100</p> <p><i>Bidders are required to provide a statement in this regard in at least 1500 word</i></p> |
| B. 2 | <p>Bidder's capacity of planning, review mechanisms, tasks distribution and deployment, operational manual and quality control procedure, performance monitoring, evaluation and ability to attend to emerging issues and providing solutions in undertaking WHO's requirements/requests. min. 70 points to be obtained out of 100</p> <p><i>Bidders are required to provide a statement in this regard in at least 1500 word</i></p> |

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"> -Master's degree/Bachelor Degree in Business Administration: 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 Cleaning and Janitorial Services</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 | Manager |
| | <p>The required qualifications: 25</p> <ul style="list-style-type: none"> - Bachelor degree in Any discipline: 25 - Higher Secondary Certificates: 22.5 |
| | <p>Work experience: 25</p> <p>In managing various projects 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 Managers.</p> |
| | |

| | |
|-----|---|
| | Security Supervisor |
| C.3 | <p>The required qualifications: 25</p> <ul style="list-style-type: none"> - Higher Secondary Certificates: 25 - Secondary School Certificates: 22.5 |
| C.4 | <p>Work experience: 25</p> <p>In managing various projects 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 Managers.</p> |

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

5.4 Bidders' Presentations

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

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



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.

**6.6 Publication of Contract**

WHO reserves the right, ssbjeet to considerations of confidentiality to acknowledge the existence of the Contract to the public and publish and/or otherwise publicly disclose the Provider'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 Provider(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:

- the Contract shall include a detailed budget;
- the Provider shall be held to submit a financial statement together with each invoice;
- any advance payments by WHO shall be used by the Provider exclusively for the work in accordance with the budget and any unspent balance shall be refunded to WHO;
- payment by WHO shall be subject to satisfactory performance and the acceptance of the Provider's financial statements;
- to the extent the Provider is required to purchase any goods and/or services in connection with its performance of the Contract, the Provider shall ensure that such goods and/or services shall be procured in accordance with the principle of best value for money. "Best value for money" means the responsive offer that is the best combination of technical specifications, quality and price; and
- consistent with section 7.3, (Audit and Investigations), 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 Provider's books. In order to facilitate financial reporting and audit, the Provider 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 Provider, 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 Provider 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 Provider. The Provider 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 Provider'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 Provider's offer, or printed or referred to on the Provider's letterhead, invoices and/or other material, documentation or communications.



7.2 Responsibility

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

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

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

WHO may request the Provider 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 Provider and related to the work performed under the Contract.

7.4 Source of Instructions

The Provider shall neither seek nor accept instructions from any authority external to WHO in connection with the performance of the work under the Contract. The Provider 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 Provider 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 Provider furthermore warrants that the deliverables shall be error-free. The Provider shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Provider, 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 Provider 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 Provider has the full legal right and authority to use it for the proper implementation of the Contract. The Provider shall obtain all the necessary licenses for all non-original material incorporated in the deliverables (including, but not limited to, licenses for WHO to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based so as to permit



WHO to fully exercise its rights in the deliverables without any obligation on WHO's part to make any additional payments whatsoever to any party.

3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and shall be delivered to WHO free and clear of any and all liens, claims, charges, security interests and any other encumbrances of any nature whatsoever.

4) The Provider, its employees and any other persons and entities used by the Provider 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 Provider shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Provider shall only use highly qualified staff, acceptable to WHO, to perform its obligations hereunder.

6) The Provider 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 Provider's employees, permitted subProviders and suppliers.

Provider 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. Provider understands that in the event Provider has failed to disclose any relevant information which may have impacted WHO's decision to award the Contract to Provider, 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 Provider shall be considered as having the legal status of an independent Provider 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 Provider or any person used by the Provider in the performance of the work, on the other hand.

Thus the Provider 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 Provider or persons or entities claiming under the Provider, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on WHO premises or not.

The Provider shall obtain adequate insurance to cover such loss, accident, injury and damage, before commencing work on the Contract. The Provider 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 Provider 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 Provider 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 Provider shall not assign, transfer, pledge or make any other disposition of the Contract or any part thereof, or any of the Provider's rights, claims or obligations under the Contract except with the prior written consent of WHO.

7.11 Indemnification

The Provider 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 Provider, or the Provider's employees, officers, agents, partners or sub-Providers, 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 Provider, its employees, officers, agents, servants, partners or sub-Providers.

7.12 Provider's Responsibility for Employees

The Provider 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 subProvider, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime Provider. 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 Provider.

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

7.14 Place of Performance

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

7.15 Language

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

7.16 Confidentiality



- 1) Except as explicitly provided in the Contract, the Provider 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 Provider shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Provider 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 Provider 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 Provider, or (ii) the information was already known to the Provider (as evidenced by its written records) prior to becoming known to the Provider in the implementation and execution of the Contract; or (iii) the information was received by the Provider from a third party not in breach of an obligation of confidentiality.
- 2) The Provider, its employees and any other persons and entities used by the Provider shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Provider, its employees and any other persons and entities used by the Provider have access in the performance of the Contract.
- 3) The Provider 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 Provider 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 Provider 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 Provider 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 Provider 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:

1. At will with the provision of thirty (30) days prior notice in writing; and
2. With immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided above, the Provider is:
 - a. In breach of any of its material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from WHO; or
 - b. Adjudicated bankrupt or formally seeks relief of its financial obligations.

7.19 Force Majeure



No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by reasons outside such party's reasonable control it being agreed, however, that WHO shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Provider 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 Provider shall give notice and full particulars in writing to WHO, of such occurrence or change if the Provider is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Provider 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 Provider 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 Provider 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 Provider shall not, in any statement or material of an advertising or promotional nature, refer to the Contract or the Provider'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 Provider'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 Provider and the Contract shall be deemed to include the Provider'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 Provider 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 Provider 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 Provider 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 Provider. Such equipment, when returned to WHO, shall be in the same condition as when delivered to the Provider, subject to normal wear and tear. The Provider 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 Provider 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 Provider or its agents, servants, employees, partners or sub-Providers 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 Provider's rights against WHO;
- c) Provide that WHO shall receive written notice from the Provider's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

The Provider 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 Provider 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 Provider 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 Provider 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 Provider under the Contract are found to have been used by the Provider, 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 Provider shall promptly reimburse and indemnify WHO for such resources, assets and/or funds (including any liability arising from such use).

7.31 Ethical Behaviour



WHO, the Provider and each of the Provider's partners, subProviders and their employees and agents shall adhere to the highest ethical standards in the performance of the Contract. In this regard, the Provider shall also ensure that neither the Provider nor its partners, subProviders, agents or employees will engage in activities involving child labour, trafficking in arms, promotion of tobacco or other unhealthy behaviour, sexual exploitation and abuse, sexual harassment or any other type of abusive conduct.

7.32 Officials not to Benefit

The Provider warrants that no official of WHO has received or will be offered by the Provider 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 Provider 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 Provider 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 Provider 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 Provider 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.

7.34 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, the Provider warrants that it shall: (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 Provider becomes aware.

7.35 Tobacco/Arms Related Disclosure Statement

The Provider 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 Provider undertakes not to permit work on the Contract to commence,



until WHO has assessed the disclosed information and confirmed to the Provider in writing that the work can commence.

7.36 Compliance with applicable laws, etc.

The Provider 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 Provider shall at all times comply with and ensure that each of its partners, subProviders 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 exploitation or abuse, sexual harassment or any other types of abusive conduct, (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 Provider becomes aware of any violation or potential violation by the Provider, its partners, subProviders or any of their employees or agents, of any laws, regulations, WHO policies or other reasonable written directions and procedures, the Provider 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 Provider 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, sexual harassment and other types of abusive conduct), 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 Provider, immediately upon written notice to the Provider, without any liability for termination charges or any other liability of any kind; and/or
- (ii) exclude the Provider 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 Provider Personnel

WHO reserves the right to approve any employee, subProvider or agent furnished by the Provider and Provider's consortium partners for the performance of the work under the Contract (hereinafter jointly referred to as "Provider Personnel"). All Provider 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 Provider Personnel.

The Provider acknowledges that the qualifications, skills and experience of the Provider Personnel proposed to be assigned to the project are material elements in WHO's engaging the Provider 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 Provider, or reassigned by the Provider 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 Provider 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 Provider 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 Provider shall verify that all Provider 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 Provider to provide WHO with adequate documentary evidence attesting this for each Provider 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

Country/Unit Name **BAN/ADM**

The Provider 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 Provider shall at all times cooperate with and ensure that the Provider and each of its partners, subProviders and their employees and agents cooperate, in good faith, with such third parties and with any WHO in-house resources.

**9. LIST OF ANNEXES & APPENDICES**

| | |
|----------------|--|
| Annex 1 | Acknowledgment Form |
| Annex 2 | Confidentiality Undertaking |
| Annex 3 | Proposal Completeness Form |
| Annex 4 | Information from Bidder |
| Annex 5 | Acceptance Form |
| Annex 6 | Self-Declaration Form |
| Annex 7 | Questions from Bidders Template |
| Annex 8 | Statement of Conformity |

| | |
|-------------------|--------------|
| Appendix 1 | Title |
| Appendix 2 | Title |
| Appendix 3 | Title |

Country/Unit Name **BAN/ADM**Request for Proposals: **RFP/BAN/2024/027****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/2024/027** 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 31/07/2024 at 14:00 hours Dhaka 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/2024/027

Annex 2: Confidentiality Undertaking (Ref. Paragraph 4.6)

1. The World Health Organization (WHO), acting through its Department of [BAN/ADM], has access to certain information relating to [Enter Text] which it considers to be proprietary to itself or to entities collaborating with it ("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 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.
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:
 - a) was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
 - b) was in the public domain at the time of disclosure by or for WHO to the Undersigned;
 - c) becomes part of the public domain through no fault of the Undersigned; or
 - d) 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).
4. 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.
5. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
6. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
7. 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.
8. 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/ADM**Request for Proposals: **RFP/BAN/2024/027****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 |
| 4.12.2 | Technical Proposal, including Executive Summary, proposed solution, approach/methodology and timeline | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | Financial Proposal | <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: | _____ |

Country/Unit Name **BAN/ADM**

Request for Proposals: RFP/BAN/2024/027

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 Providers) |
| | 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 Provider'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 Provider's Role and Responsibility: role in project |
| | 2.2.4.3 Third party Providers' 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-Provider arrangements including sub-Provider information (as above for each sub-Provider) |

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 Financial Proposal, not 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/2024/027, 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 Providers, 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 itemized amounts for each group of workers must be completed in the table below with breakdown of Total Benefits (Column D) for each group of workers in a separate sheet.

Price Schedule

| Description of Activity | Number of Personnel/ unit | Net Monthly Take Home Payment (exclusive of benefits) ¹ | Total Benefits ² | Total C+D | Total Cost for 12 months ³ (BxE) | Applicable VAT ⁴ |
|--|------------------------------|--|-----------------------------|-----------|---|-----------------------------|
| A | B | C | D | E | F | G |
| Cleaning Supervisor | 1 | | | | | |
| Cleaners | 20 | | | | | |
| Subtotal of workers | | | | | | |
| Management Fee (% of subtotal of workers) | | | | | | |
| Equipment Deployment cost (Vacuum Cleaners etc) | 1 month | | | | | |
| Supply of all Consumables (monthly package) as detailed in clause 4.3 | 1 month | | | | | |
| Grand Total | | | | | | |
| % of increase of total under E for every next 12 months (up to 36 months) on completion of each 12 months contract | | | | | | |

Notes:



Country/Unit Name **BAN/ADM**

¹ The bidders can take into consideration of the prevailing market factors and minimum living standards in Dhaka of that socio-economic groups in determining the Monthly Take Home Payment (Salary) of Cleaners and Supervisors.

WHO reserves the right to reject any proposal which would be unrealistic or doesn't comply with the benchmark of payment of same outsourced working group (Cleaning Supervisor, Cleaners).

² Benefits can be included with insurance, medical, festival benefits (equivalent to one month take home salary), uniform (as in clause 5.2) etc., which is normally deducted from the monthly total payable to a Cleaners and Supervisors (Column D). Please provide cost breakdown in separate page of all additional items.

³ The bidder must indicate in % on Net Payment (total in E column) if bidder's wish to increases on that item for every next 12 months (*on completion of each 12 months contract*).

⁴ WHO is exempted from payment of local taxes and duties by reason of the immunity it enjoys and, therefore, any payment on this taxable account, remains the responsibility of the bidder's concern. VAT, wherever applicable, shall be paid extra upon submission of Mushak 11 of National Board of Revenue (NBR), Treasury Challan of deposited amount in favour of WHO and or other essential documents as per the quotation and CDVAT rules and procedures of Government of Bangladesh. This should be taken into account while submitting the quotations.

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

RFP/BAN/2024/027

Country/Unit Name **BAN/ADM****Annex 6: Self Declaration Form****Applicable to private and public companies**

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

- a. 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;
- b. 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;
- c. 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;
- d. 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;
- e. 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;
- f. 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;
- g. 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;
- h. 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;
- i. it adheres to the UN Supplier Code of Conduct;
- j. it has zero tolerance for sexual exploitation and abuse, sexual harassment and other types of abusive conduct and has appropriate procedures in place to prevent and respond to sexual exploitation and abuse, sexual harassment and other types of abusive conduct.

The Company understands that a false statement or failure to disclose any relevant information which may impact upon WHO's decision to award a contract may result in the disqualification of the Company from the bidding exercise and/or the withdrawal of any proposal of a contract with WHO. Furthermore, in case a contract has already been awarded, WHO shall be entitled to rescind the contract with immediate effect, in addition to any other remedies which WHO may have by contract or by law.

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



Request for Proposals: RFP/BAN/2024/027

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 | | |

Country/Unit Name **BAN/ADM****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 Signatory

Official Stamp