

In reply please

Prospective Bidders

refer to :

RFP/BAN/2024/028

Your reference:

16 July 2024

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for Engaging TV Media buying agency to disseminate the 3D animation on Breastfeeding through Bangladesh TV Channels.

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

1. Requirements, Quality and Qualification Requirements, Key Deliverables with timetable
2. The proposal
3. Instructions to Bidders
4. Evaluation of Proposals
5. Award Criteria
- Annex-1: Detailed Terms of Reference
- Annex-2: Confidentiality Undertaking
- Annex-3: Vendor Information Form
- Annex-4: Contractual Provisions
- Annex-5: Scoring Methodology, Detailed Technical Evaluation Criteria and Award Criteria
- Annex-6: Financial Proposal Template
- Annex-7: Self Declaration Form
- Annex-8: Statement of Conformity
- Annex-9: Statement of Copyright/Intellectual Property Right and Data ownership
- Annex-10: Additional annexes if required.

Please send your technical and financial proposals in separate sealed envelopes in the Tender Box of WHO Bangladesh Country Office on or before, 14:00hrs, 31 July 2024 as detailed in the Instructions to Bidders of the RFP document (part 3).

At 14:00hrs, 22 July 2024, WHO will organize a virtual pre-bid meeting with the bidders who would send the "Intention to Bid" to WHO through e-mail (sebanprocurement@who.int) on or before 12:30hrs, 22 July 2024. WHO will share the virtual pre-bid meeting link to the bidders (who sent the "Intention to Bid" by e-mail) prior to the scheduled meeting.

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

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

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

Thank you,

Yours sincerely,


Thinlay Dorji
WHO Administrative Officer



... Encl.: as stated above



**World Health
Organization**

Engaging TV Media buying agency to disseminate the 3D animation on Breastfeeding through Bangladesh TV Channels

Request for Proposals (RFP)

Bid Reference

RFP/BAN/2024/028

Country/Unit Name

BAN/Nutrition

Closing Date:

[14:00hrs, 31 July, 2024

Virtual Pre-bid meeting: 14:00 hours, 22 July, 2024]



Country/Unit Name

The World Health Organization (WHO) is seeking offers for Engaging TV Media buying agency to disseminate the 3D animation on Breastfeeding through Bangladesh TV Channels

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

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

1. Requirements

WHO requires the successful bidder, to carry out Engaging TV Media buying agency to disseminate the 3D animation on Breastfeeding through Bangladesh TV Channels .

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

The successful bidder shall be a ☒ for profit / ☒ not for profit institution operating in the field of buying TV media for health and wellbeing with proven expertise in facilitate similar types of TV media commercials/Animations/3D Animation

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

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

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

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

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



Country/Unit Name

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

Finance and accounting requirements

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

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

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

The successful bidder shall be a ☒ for profit / ☒ not for profit institution operating in the field of buying TV media for health and wellbeing with proven expertise in facilitate similar types of TV media commercials/Animations/3D Animation

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

Mandatory experience:

- Having at least 5-years of media buying experience to run similar TVCs/TV animations with well-known channels for social purpose with GoB/UN and/or international NGOs
- No political involvement or conflict (A Statement by the bidder to this effect to be submitted)

Desirable experience:

- Working experience for concluding at least 2 contracts/assignments with GoB/UN and/or international NGOs for airing/arranging programme of TVC/TV animation on health issues during last 3-4 years
- Demonstrated working experiences with at least 2 well known channels having network transmission beyond Bangladesh

Qualification and competencies of key professionals/ staffing:

Team leader: Bachelor Degree in marketing/advertising/communications/public relations/relevant discipline/relevant discipline with minimum 3-5 years of experience in TVC/TV animation facilitation through media buying.

Coordinator: Bachelor Degree in any discipline with minimum 2-3 years of experience in running TVC, animations, preferably with experience of working for Nutrition/Health & wellbeing/social purpose through media buying

(Please attach resume of the proposed experts with the relevant information)

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

Deliverables and project completion timelines:

The major deliverables of the assignment are listed below with timeframe:



Country/Unit Name

The contractual partner will prepare and submit the following three deliverables. All deliverables will be sent to WHO in both electronic (soft) and paper (hard) form

- Detail report on broadcasting (soft and hard copies)
- On air report with analysis of campaign effectiveness (soft and hard copies)
- Technical and Financial report (soft and hard copies)
- All original bills and vouchers as per the line items including MUSOK 6.3, original VAT deposit bank slip (soft and hard copies. The draft VAT documents must be shared with WHO before NBR bank deposit)

No	Description	Deadline	Indicator of progress
1	Countersigned contract	Same day/before the activities started	0% completion of the activity
2	An inception report with workplan, schedule and methodology etc.	10 days after contract sign in	Will indicate 40% completion of the activity
3	A compiled report of broadcasting and on air report including financial report	Within one month of contract sign in	Will indicate 80% completion of the activity
4	Final technical and financial report, and on air report annexed with " Engaging TV Media buying agency to disseminate the 3D animation on Breastfeeding through Bangladesh TV Channels "	Within Five months of contract sign in	Will indicate 100% completion of the activity

The timeframe for all deliverables listed here are deadline of final acceptance of the respective deliverable by WHO. The technical report and supporting documents and materials associated to a deliverable must be submitted in both hard and soft (in 'Pen Drive') copies.

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

2. Proposal

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

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

1. The technical Proposal shall include but not limited to the reflection of Company's portfolio including background, goal/mission, objectives of the company, company profile including legal name, number of employees, Organogram.

WHO's outlined scope of works/terms of reference, proposed method and workplan, timeline with detailed activities and deliverables, experience, detailed qualifications in performing the services, past/ongoing projects, Organizational Profile.

Team Composition: Description of each member for this project including qualifications, skills, and experience relevant to the work (Please attach brief CV within maximum 2-3 pages)

Examples of contracts, certificates/ link of report/ report/ examples of past application development, license etc. as per the requirement.

- **Confidentiality Undertaking (please complete Annex 2)**



Country/Unit Name

- **Presentation of your Company / Institution** (please complete Annex 3, including organizational capacity, resources, experience including list of recent or ongoing work/LTA of similar nature and magnitude, client bases (list of customers), references of major clients or letter of appreciation/work completion certificates etc)
- **Work Approach and understanding:** Bidder's proposal will reflect their understanding of service/work in terms of requirements, objective, inputs, scope of work, output/deliverables, results, and key performance indicators as outlined in the RFP.
- **Proposed Methodology:** Bidders should indicate how they would implement the contract with WHO to perform in structured process in conformity of RFP, vulnerability and adaptation assessment if awarded with the contract.
- **Implementation plan:** Bidders should indicate work schedule, task's description, roles and responsibilities of key personnel, risks associated with the assignment and minimization, communication plan if awarded with the contract.
- **Financial proposal** – the bidder shall quote a price in the template provided in annex-6 in a separate sealed envelope. There shall be no reflections of the financial quotes/inputs in the technical proposal and noncompliance with this requirement shall lead to the rejection of the bid
- **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.
- Submission of Legal entity of the bidder, up to date TIN certificate, signed statement of conformity for no pending criminal /civil lawsuit, not declared " Bankrupt/Ineligible/Banned", no pending major lawsuits and litigations, not received any sanctioned by any UN Agencies, or diplomatic missions.
- Submission of Confidentiality Undertaking.
- Submission of Vendor Information Form/ Presentation of the company
- Annexes 2 & 3, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.

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

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

3. Instructions to Bidders

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

A prospective bidder requiring clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than 23 July 2024:

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

(use Bid reference in subject line)

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



Country/Unit Name

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

The bidder shall submit, in writing, the complete proposal to WHO, no later than **31 July 2024 at 14:00 hours Dhaka time** ("the closing date"), deposit by hand delivery or courier in separate sealed envelopes in tender boxes of WHO Bangladesh at following address.

WHO Bangladesh Country Office at House No. 1.A, Road-8, Gulshan-1, Dhaka-1212

(use Bid reference in subject line)

To be complete, a proposal shall include:

- A technical proposal, as described under part 2 above in separate sealed envelope with Annex 2 labelled as "Technical Proposal- on **Engaging TV Media buying agency to disseminate the 3D animation on Breastfeeding through Bangladesh TV Channels;**
The technical proposal shall be separate from the financial proposal and there shall be no reflections of the financial quotes/inputs in the technical proposal and noncompliance with this requirement shall lead to the rejection of the bid.
- A financial proposal, as described under part 2 above; in separate sealed envelope marked as "Financial Proposal for **Engaging TV Media buying agency to disseminate the 3D animation on Breastfeeding through Bangladesh TV Channels**"
- Annexes 2 & 3, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.

Each proposal shall be marked Ref: RFP/BAN/2024/028 .

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

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

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

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

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



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

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

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

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

4. Evaluation

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

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

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

The technical evaluation of the proposals will include:

Expertise and Experience of the Company/Organization in carrying out related project	200
Quality of the overall proposal: Proposed Methodology, Approach and Implementation Plan. Addressing of WHO's requirements and expectations.	300
Qualifications and competence of the personnel proposed for the assignment	200
TOTAL	700

The scoring scale per criteria was defined as follows:

Criteria evaluated as:	Based on the following supporting evidence:	Corresponds to the score of:
Excellent	Excellent evidence of ability to exceed requirements	100%
Good	Good evidence of ability to exceed requirements	90%
Satisfactory	Satisfactory evidence of ability to support requirements	70%



Country/Unit Name

Poor	Marginally acceptable or weak evidence of ability to support requirements	40%
Very Poor	Lack of evidence to demonstrate ability to comply with requirements	10%
No submission	Information has not been submitted or is unacceptable	0%

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

A minimum of [490 which is 70% of 700] points is required to pass the technical evaluation.

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

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

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

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

5. Award

WHO reserves the right to:

- Award the contract to a bidder of its choice, even if its bid is not the lowest;
- Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
- Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for WHO's action;
- Award the contract on the basis of the Organization's particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
- Not award any contract at all.

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

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

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



Country/Unit Name

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

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

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

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

We look forward to receiving your response to this RFP.

Yours sincerely,
Thinlay Dorji
AO BAN



Country/Unit Name

Annexes

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



Annex 1: Detailed Terms of Reference

1. Purpose of the APW

The aim of this RFP is to: Engaging TV Media channel to create mass awareness on Breastfeeding .

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

The successful bidder shall be a ☒ for profit / ☒ not for profit institution operating in the field of TV commercial campaign on health and wellbeing with proven expertise in facilitate similar types of TV media commercials

Digital ads for breast-milk substitutes are now one of the most popular and effective marketing strategies – negatively impacting breastfeeding practices, according to a new report published by the World Health Organization. This demonstrates the power of digital technologies, as they offer advertisers new marketing tools that are powerfully persuasive, extremely cost effective and often not easily recognizable as BMS promotions. To prevent the adverse effect of digital marketing, WHO along with National Nutrition Services (NNS) and Institute of Public Health Nutrition (IPHN) prepared two 3D animation. WHO now requires TV media buying agency to disseminate these animations.

2. Objectives:

The objective is to create awareness on:

- Providing basic concepts of importance of breastfeeding, enhance and support breastfeeding for working parents, in working areas, bus train station, airport, shopping mall, expression of breastmilk, storage and feeding by working mothers
- Providing basic information on BMS Act and law, Violation points: health facility, pharmacy, market, monitory influence, gifts, discount, foreign tour and punitive measures, role of authority

The below two items will be broadcasted in the **three (03) popular channels during peak time:**

	Item of Expenditure (3 Private Channels *60 days*1 time during peak time ordinary/mid and before news)	No. of popular TV channel	Total days in a year 2024	Remarks
i.	TVC show on importance of breastfeeding for working parents for advocacy	3	60/5 months	Each month Friday and Saturday, festival days during Eid will be focused, and during World Breastfeeding week 30 days in August 2024
ii	TVC show on importance of BMS Act for advocacy	3	60/5 months	

3. Background

Breastfeeding is key to sustainable development strategies post-pandemic, as it improves nutrition, ensures food security and reduces inequalities between and within countries. The theme is aligned with the thematic area 1 of the WBW-SDG 2030 campaign which highlights the links between breastfeeding and good nutrition, food security and reduction of inequalities. Also, in World Health Assembly 2016, the resolution for Ending Inappropriate promotion of foods for infants and young children was adopted in resolution no. 69.9. This resolution was adopted and is the call that has been necessary to ensure that countries, in their national regulations, explicitly define follow-up formula and growing-up milk as breastmilk substitutes and thus bring them under their Code laws.



Country/Unit Name

Digital ads for breast-milk substitutes are now one of the most popular and effective marketing strategies – negatively impacting breastfeeding practices, according to a new report published by the World Health Organization. This demonstrates the power of digital technologies, as they offer advertisers new marketing tools that are powerfully persuasive, extremely cost effective and often not easily recognizable as BMS promotions. In addition World Health Organization and UNICEF recommended “enacting imaginative legislation protecting the breastfeeding rights of working women and establishing means for its enforcement” by all governments. Despite these clear benefits, research has found that returning to work without adequate support mechanisms can hamper optimal breastfeeding practices. Breastfeeding support is therefore essential for the health and development of children, for mothers and society. The provision of workplace breastfeeding rooms, paid nursing breaks and an enabling breastfeeding environment and culture are low-cost interventions that can contribute to improve breastfeeding, job productivity and employee retention.

The activity will focus on strengthening the capacity of actors that have to protect, promote and support breastfeeding across different levels of society. These actors make up the warm chain of support for breastfeeding. Target audiences including governments, health systems, workplaces and communities will be informed, educated and empowered to strengthen their capacity to provide and sustain breastfeeding-friendly environments for families in the post pandemic world.

In this light WHO is providing guidance to country on eliminating exposure of the general public to marketing of breast-milk substitutes and the inappropriate promotion of foods for infants and young children through implementing the International Code of Marketing of Breast-milk Substitutes. to help new mothers initiate breastfeeding after delivery. Has initiated the global urban governance initiative under healthy city platform, and Khulna is chosen along with a number of other cities of the world for the first phase. By addressing urban and social determinants of health and wellbeing, this initiative includes a strong component on civic engagement for health and wellbeing and urban planning and development through participatory processes.

4. Planned timelines (subject to confirmation)

Start date: 15/08/2024

End date: 30/12/2024

Total duration: 60 days in 05 months including 30 continuous days in August-September 2024

The activity will be repeated in the next year (2025) based on fund availability.

5. Requirements - Work to be performed

In consultation with the relevant Government counterpart (IPHN-NNS) and National Professional Officer (Nutrition) of WHO, the contractual partner will:

1. Finalizing workplan, timeline of **3 Top channels**;
2. Negotiating with media owners to get the best rates, coverage and frequency of exposure for their clients;
3. Working closely with planning teams to ensure that media plans are feasible;
4. Communicating the approved media plan accurately to the client and the creative agency to ensure it is implemented and transmitted effectively, on time and on budget;
5. Managing multiple bookings with media owners;
6. Using data analytics to measure success, also provide insights into what content resonates with the audience, what peak times of day are best for airing, for better visibility and engagement;
7. Create a content calendar to plan and organize 3D animation content in advance for 3 popular channels; The calendar can include key dates, events, and themes, as well as deadlines and responsible parties



Country/Unit Name

8. Maintain a specific time schedule while airing, based on audience retention rates and peak engagement times, to maximize the reach and impact of the content;
9. Submit all financial and technical report to WHO including airing time and days **within given timeline**.

6. Planning

The contractual partner will prepare and submit the following three deliverables. All deliverables will be sent to WHO in both electronic (soft) and paper (hard) form.

No	Description	Deadline	Indicator of progress
1	Countersigned contract	Same day/before the activities started	0% completion of the activity
2	An inception report with workplan, schedule and methodology etc.	10 days after contract sign in	Will indicate 40% completion of the activity
3	A compiled report of broadcasting and on air report including financial report	Within one month of contract sign in	Will indicate 80% completion of the activity
4	Final technical and financial report, and on air report annexed with " Engaging TV Media buying agency to disseminate the 3D animation on Breastfeeding through Bangladesh TV Channels "	Within Five months of contract sign in	Will indicate 100% completion of the activity

The timeframe for all deliverables listed here are deadline of final acceptance of the respective deliverable by WHO. All documents and materials associated to a deliverable must be submitted in both hard and soft (in 'Pen Drive') copies.

7. Place of assignment

Dhaka, Bangladesh

8. Requirements- Planning

The Requesting Unit list the different Outputs, their format and the date at which they are expected. At the stage of the ToRs, the exact list and timelines may not be finalized yet: they should then be marked as "indicative".

9. Inputs

As mentioned above in the terms of reference.

10. Activity Coordination & Reporting

Technical Officer:	Ms Faria Shabnam, National Professional Officer- NUT	Email:	shabnamf@who.int
For the purpose of:	Technical supervision and instructions - Reporting		
Administrative Officer:	Mr Thinlay Dorji, WHO Administrative Officer	Email:	dorjit@who.int
For the purpose of:	Contractual and financial management of the contract		



Country/Unit Name

Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of Nutrition, has access to certain information relating to **Engaging TV Media buying agency to disseminate the 3D animation on Breastfeeding through Bangladesh TV Channels** which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as "the Information").
2. WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposal (RFP) for "**Engaging TV Media buying agency to disseminate the 3D animation on Breastfeeding through Bangladesh TV Channels**" ("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

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



Annex 4: Contractual Provisions

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

1. **Compliance with WHO Codes and Policies.** By entering into the Contract, the Contractor acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, the Contractor shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other natural or legal persons engaged or otherwise utilized to perform any services under the Contract.

Without limiting the foregoing, the Contractor shall promptly report to WHO, in accordance with the terms of the applicable WHO Policies, any actual or suspected violations of any WHO Policies of which the Contractor becomes aware.

For purposes of the Contract, the term "WHO Policies" means collectively: (i) the WHO Code of Ethics and Professional Conduct; (ii) the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA); (iii) the WHO Policy on Preventing and Addressing Abusive Conduct; (iv) the WHO Code of Conduct for responsible Research; (v) the WHO Policy on Whistleblowing and Protection Against Retaliation; (vi) the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, and (vii) the UN Supplier Code of Conduct, in each case, as amended from time to time and which are publicly available on the WHO website at the following links: <http://www.who.int/about/finances-accountability/procurement/en/> for the UN Supplier Code of Conduct and at <http://www.who.int/about/ethics/en/> for the other WHO Policies.

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

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

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

3. **Tobacco/Arms Related Disclosure Statement.** The Contractor may be required to disclose relationships it may have with the tobacco and/or arms industry through completion of the WHO Tobacco/Arms Disclosure Statement. In the event WHO requires completion of this Statement, the Contractor undertakes not



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

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

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

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

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

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

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



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

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

8. **Audit and Investigations.** WHO may request a financial and operational review or audit of the work performed under the Contract, to be conducted by WHO and/or parties authorized by WHO, and the Contractor undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the implementation of the work performed under the Contract, or within five years of completion of the work. In order to facilitate such financial and operational review or audit, the Contractor shall keep accurate and systematic accounts and records in respect of the work performed under the Contract. Similarly, WHO may initiate an investigation into credible allegations of fraud and corruption and other forms of misconduct based on information received in accordance with its respective policies, procedures and rules.

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

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

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

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

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



Annex 5: Template for technical proposal and detailed technical evaluation criteria

Detailed technical evaluation criteria

WHO shall determine the qualification of the bidders in terms of Legal Entity and Eligibility for "Development of strategy and costed action plan to strengthen post-crash response for victims of road traffic injury in Bangladesh" on a "PASS/FAIL (YES/NO)" basis as per the qualification criteria detailed under Table 1 below. If Bidder (s) fails to pass the following qualification questions, they will not be considered for the next step, e.g. evaluation of bids/quotations as per the detailed weighted evaluation criteria and scoring matrix stage.

"PASS/FAIL (YES/NO)" – Questions

Requirement	Qualification Criteria	Supporting Documents to be provided by the bidder	YES/NO
Registered as Supplier or NGO/CBO or Organization with appropriate Government entity in Bangladesh	Legal entity of the bidder	a. Copies of up-to-date Trade license	
Past performance with WHO is satisfactory and has not internally been barred by WHO on account poor performance of the bidder for future contracts. (applicable only for bidders who is performing or had performed for WHO under contract with WHO Bangladesh).	Eligibility of the Bidder Total relevant Experience	WHO will use its internal review and evaluation mechanism and formats.	
Having at least 5-years of media buying experience to run similar TVCs/TV animations with well-known channels for social purpose with GoB/UN and/or international NGOs	Mandatory Experience of the bidder	Copies of Experience Certificate/Contracts	
No political involvement or conflict	Eligibility of the Bidder	A Statement by the bidder to this effect	
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	
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. A Statement by the bidder to this effect	
-The bidder's company/firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country	Eligibility of the Bidder	a. A Statement by the bidder to this effect	
There is no pending major lawsuits and litigations against the bidder's company/firm in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institution/company	Eligibility of the Bidder	a. Statement by the bidder to this effect	
The bidder's company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country	Eligibility of the Bidder	a. Statement by the bidder to this effect (that there is not pending lawsuits against the bidder's company/firm)	



Detailed Evaluation and selection guidelines and matrix of Proposals:

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

Award, Scoring and Weighted System/Methodology:

- 5.1. The bid of “the highest overall Technical and Financial scores” of 1000 points will be awarded.
 5.2 Score/Point distributed as per the Weighting matrix in Part of 4 of this RFP: 700 points for Technical Proposal and 300 points for the Financial Proposal.

5.3 Scoring and Weighting System:

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

5.3.1 Scoring Scales/Methodology – Overall

The scoring scale per criteria was defined as follows:

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

5.3.2 Detail Evaluation Criteria

5.3.2.a Minimum 70% score of total technical points (490 out of 700) to become technically responsive.

5.3.2.b Detail evaluation criteria with points/scores of category is given below:

A. Experience of the firm in carrying out related project: (200 points out of 700 points)

A.1	General organizational capability strength: 100 points <ul style="list-style-type: none"> Profiles, established policies, rules and procedures on functions and operations of the Organizations: 20 points
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	<ul style="list-style-type: none"> • Work completion reports of similar successful contracts that were undertaken during last 3 years with names and contact details of the clients mentioning (top 3 reports on achievements) : 30 points • Management structure: Company's functional organogram: 30 points • Total number of relevant experts and professionals, is capable to ensure quality assurance, timeframe/log frame of the work with monitoring, analysis, evaluation and reporting mechanism in place: 20
A.2	<p>Working experience for concluding at least 2 contracts/assignments with GoB/UN and/or international NGOs for airing/arranging programme of TVC/TV animation on health issues during last 3-4 years: 50 points</p> <ul style="list-style-type: none"> • 4 or more contracts: 50 • 3 contracts: 45 • 2 contracts: 35 • 1 contract: 20 • No experience: 0
A.3	<p>Demonstrated working experiences with at least 2 well known channels having network transmission beyond Bangladesh: 50 points</p> <ul style="list-style-type: none"> • 4 or more TV Channels: 50 • 3 TV Channels: 45 • 2 c TV Channels: 35 • 1 TV Channels: 20 • No experience: 0 <p>(Documents to be supported by copy of completion certificate/ report/ link to report.)</p>

B. Qualifications and competence of key personnel (100 points out of 700):

B.1	Team Leader (50 points)
	<p>B.1.1. Educational Qualification: 20</p> <ul style="list-style-type: none"> • Higher degree in marketing/advertising/communications/public relations/relevant discipline: 20 • Bachelor Degree in marketing/advertising/communications/public relations/relevant discipline/relevant discipline: 14 • Bachelor Degree in any discipline (other than the above): 8 <p>B.1.2. Number of years of experience in TV media buying: 30</p> <ul style="list-style-type: none"> -7 or above years of experience as Team Lead: 30 -5-6 years of experience as Team Lead: 27 -3-4 years of experience as Team Lead: 21 -1-2 years of experience as Team Lead: 12 -No experience: 0
B.2	Coordinator (50 points)
	<p>B.2.1 Educational Qualification: 20</p> <ul style="list-style-type: none"> - Bachelor Degree in marketing/advertising/communications/public relations/relevant discipline/relevant discipline: 20 - Bachelor Degree in any discipline (other than the above): 14



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	B.2.2 Number of years of experience of working in TV media in media buying: 30
	-5 or above years of experience as Team Lead: 30
	-4 years of experience as Team Lead: 27
	-2-3 years of experience as Team Lead: 21
	-1 year of experience as Team Lead: 12
	-No experience: 0

C. Quality of the overall proposal: (200 points out of 700)

C.1	Background addresses all aspects of the problem with good reference: 50
C.2	Proposed methods/ workplan with detailed activities (100 points)
C.3	The work plan (include work schedule, task's description, roles and responsibilities of key personnel, risks associated with the assignment and minimization, communication plan): (50 points)

D. Proposal addressed WHO's requirements and expectations: (200 points out of 700)

D.1	Comprehensive understanding of the project requirements as outlined in the RFP, including the issue to be addressed, current scenario and deliverables: (200 points)
-----	--

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

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

Financial Scoring and Weighting System:

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

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

Where:

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

Note: Financial proposal (Annex-6) must be sent in a separate file attachment

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



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Annex-6: Financial Proposal – Currency in BDT (TO BE SUBMITTED IN SEPARATE ENVELOP OTHER THAN TECHNICAL PROPOSAL)

The financial proposal must include breakdown of overall price and cost of each deliverables proposed in the workplan under the headings below:

Line item as per work plan	Breakdown of Overall Price (in BDT)			
	Number	Unit rate	Month	Total
1.				
2.				
3.				
4.				
Total:				

Signature of the Bidder with the date and rubber stamp:

Name:

Date:

*VAT: WHO will take into account of payment of the VAT amount (No AIT) on total quoted cost provided that the Supplier submits to WHO, along with the final invoice/bills: (i) Mushak 6.3 of National Board of Revenue (NBR), Government of Bangladesh as per prescribed format to be provided by WHO (ii) Online Treasury Challan of deposited amount in favour of WHO (with details of WHO Purchase Order/Contract Number, Date etc as per prescribed format to be provided by WHO) (iii) other relevant documents if requires by NBR.

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

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

Important Note:

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

Signature of the bidder with the date and rubber stamp:

Name:

Date:



Annex 7: Self Declaration Form

Applicable to private and public companies

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

1. it is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning the foregoing matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
2. it is solvent and, in a position, to continue doing business for the period stipulated in the contract after contract signature, if awarded a contract by WHO;
3. it or persons having powers of representation, decision making or control over the Company have not been convicted of an offence concerning their professional conduct by a final judgment;
4. it or persons having powers of representation, decision making or control over the Company have not been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour, human trafficking or any other illegal activity;
5. it is in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legislation or regulations of the country in which the Company is established;
6. it is not subject to an administrative penalty for misrepresenting any information required as a condition of participation in a procurement procedure or failing to supply such information;
7. it has declared to WHO any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
8. it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof;
9. it adheres to the UN Supplier Code of Conduct;
10. it has zero tolerance for sexual exploitation and abuse and has appropriate procedures in place to prevent and respond to sexual exploitation and abuse.

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

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



Country/Unit Name

Annex: 8

Date:

To
Administrative Officer
WHO Bangladesh

Statement of Conformity

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

Signature

Name of the Company

Official Stamp



Annex 9- Statement of Copyright

The Contractor warrants and represents to WHO as follows:

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



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

Signature, Name of the Company & Official Stamp