



World Health  
Organization

Bangladesh

House 1/A, Road-8, Gulshan 1, Dhaka 1212, Bangladesh  
Tel.: +88 02 8831415 Fax: +88 02 8831423 E-mail: [sebanregistry@who.int](mailto:sebanregistry@who.int) Website: [www.who.int/bangladesh](http://www.who.int/bangladesh)

In reply please

Prospective Bidders

refer to :

RFP/BAN/2024/029

Your reference:

14 August 2024

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for Provision of Media Monitoring Service related to Health Topics/Issues for WHO Bangladesh under Long Term Agreement (LTA).

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/

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, 28 August 2024 as detailed in the Instructions to Bidders of the RFP document (part 3).

At 14:00hrs, 19 August 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](mailto:sebanprocurement@who.int)) on or before 13:00hrs, 19 August 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



**Provision of Media Monitoring Service related to Health Topics/Issues for WHO  
Bangladesh under Long Term Agreement (LTA)**

**Request for Proposals (RFP)**

**Bid Reference**

**RFP/BAN/2024/029**

**Country/Unit Name**

**BAN COM**

**Closing Date:**

**[14:00hrs, 28 August 2024]**

**Virtual Pre-bid meeting:**

**14:00hrs, 19 August 2024**

**]**



The World Health Organization (WHO) is seeking offers for Daily Media Monitoring Service from agencies (contractual partner) working on this field .

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** Media Monitoring Service related to Health Topics/Issues for World Health Organization(WHO) Bangladesh under Long Term Agreement.

The Service provider will provide the ready-to-use Daily Media Monitoring service prepared from the health-related article/news/editorial/op-ed/feature/interview published every day in different newspapers, magazines, online news portals and major news agencies in Bangladesh. The service will be comprised of print and online media reports in the areas of health, population and nutrition from both national and regional newspapers, online news portals and major news agencies. The objective of the service is to keep WHO personnel informed and updated on health information and its trends in Bangladesh.

WHO may, during a specific period, procure certain services from the selected providers at prices that 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 by 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. WHO retains the right to enter into multiple LTA's or framework/umbrella agreements and to engage similar services from other sources.

The service will be comprised of print and online media reports in the areas of health, population and nutrition from both national and regional newspapers, online news portals and major news agencies. The objective of the service is to keep WHO personnel informed and updated on health information and its trends in Bangladesh.

#### Confidentiality:

- The selected contractual partner Keep this work confidential; the contractual partner will not disclose or share any part of this work to any other party/person without permission of WHO;
- Declare any potential conflict of interest for undertaking this work.

#### Timeline and Key Deliverables:

The duration of the LTA will be 3 years as maximum, renewable twice for an additional period of one year each, The tentative commencement of the LTA is 1 October 2024.

WHO will issue separate Agreement of Performance of Work (APW) or Purchase Orders/Letter of Authorization to the selected company for the required services during the term of the LTA.


**Deliverables:**

The contractual partner will provide Media Monitoring report in electronic format on daily basis and it must comprise of synopsis of all news, scanned copies of the original newspaper reports, and their original web-links. There should be an MS Word option to do necessary editing for synopsis. The format and design of the service can be changed, modified and improved as desired by WHO Country Office (WCO) anytime during the contract period. The copyright of the final product would also remain only with WCO for Bangladesh.

-The contractual partner will provide published information on the mentioned subjects (in the ToR-Annex-1) from news agencies, newspapers and online news portals, both Bangla and English, every day. Additional information from newly published newspapers during the contract period is desirable.

*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 Health focused Media monitor with proven expertise in providing the daily media monitoring service with following legal status and eligibility.

-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.

-The bidder's company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country

- Minimum average yearly turnover (sale) is BDT 2,000,000.00 for last 2 years.

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

**Mandatory experience:**

-Having at least 06-years of experience in media monitoring for preferably UN Agencies/Donors/Corporate Sectors/Public Sectors in Bangladesh.

**Desirable experience:**
**Professional /Organizational capacity of provider**

-The provider has effective mechanism to ensure and monitor services quality to meet WHO's media monitoring issue.  
-The provider must have established office with communication and office equipment (servers and other ICT, networking and communication equipment, internet connectivity, call centers, machineries/technical set ups and other necessary resources for media monitoring.

-Having experience of completing at least 2 long term contract (minimum six months) media monitoring with reputed Organizations in the country during last 2 years.



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-Experience of concluding 1 contract in Media Monitoring on Health issue for any agencies/organizations for at least 6 experience during last 3 years.

#### **Qualification of Key Staff of the Organization:**

The bidder must possess sufficient number of qualified human resources to deal with day to day media monitoring services. The dedicated team with minimum requirements for performing the intended media monitoring work as per the ToR (Annexure-1) is provided below:

i. Key Staff dedicated to this Project, or specified phases (Account Manager) thereof, on a full-time basis.

-Post-graduation degree in English/Mass Communication/Journalism

-Diploma in any ICT field.

-Minimum 5 Years professional experience in media monitoring.

ii. Dealing Staff dedicated to the Media monitoring works of WHO is as follows:

-Graduation degree in English/Mass Communication/Journalism

-Diploma in any ICT field.

-Minimum 3 Years professional experience in media monitoring.

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:

- Methodology of work (How they will perform the work to meet WHO's requirement).
- Proposed Approach/Methodology to perform the work
- Media monitoring plan and Proposed solution
- Description with documentary evidence on quality and qualifications of the Bidders in terms of relevant expertise, experience including the key experts, list of equipment
- Samples of daily monitoring report, monthly and yearly qualitative and quantitative reports.
- Presentation of your Company / Institution (*please complete Annex 3*)
- Financial proposal – BDT.

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 20 August 2024.

WHO Bangladesh office will organize this virtual Prebid meeting **14:00 hours, on 19 August 2024** with the bidders who would send their "Intention to bid" to WHO. WHO will share the meeting link to the interested bidders by **13.00 hours, on 19 August 2024]**



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

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

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

The bidder shall submit, in writing, the complete proposal to WHO, no later than **28 August 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 Country Office for Bangladesh, House SW (I), Road-8, Gulshan-1, Dhaka**

(use Bid reference in subject line )

To be complete, a proposal shall include:

- A technical proposal, as describe under part 2 above:
- 2 (two) copies (original and copy) of the technical proposal in separate sealed envelope with Annex 2 labelled as "Technical Proposal-LTA for Media Monitoring Service related to Health Topics/Issues for WHO Bangladesh."
- The Technical Proposal shall include but not limited to the reflection of WHO's outlined scope of works/terms of reference, experience, detailed qualifications in performing the range Media Monitoring services, past/ongoing projects, Organizational Profile, CVs of proposed related staff, examples of contracts, certificates, license etc. as per the requirement.
- No information related to the financial costs of this work should be contained in the technical proposal and noncompliance with this instruction may lead to the rejection of the proposals.
- b) A Financial Proposal, in separate sealed envelope as described under Part-2 and in the template contained in Annex 5 labelled "Financial Proposal-LTA for Media Monitoring Service related to Health Topics/Issues for WHO Bangladesh".

The bids shall be addressed to:

WHO Bangladesh Country Office  
Attn: WHO Administrative Officer  
World Health Organization  
House SW (I), Road-8, Gulshan-1, Dhaka-1212

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

Each proposal shall be marked Ref: RFP/BAN/2024/029 .

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

The technical evaluation of the proposals will include:

Addressing of WHO's requirements and expectations	As per annex -5
Quality of the overall proposal	As per annex -5



Country/Unit Name .....

Experience of the firm in carrying out related project	As per annex -5
Qualifications and competence of the personnel proposed for the assignment	As per annex -5
Proposed timeframe for the project	As per annex -5
<b>TOTAL</b>	<b>100</b>

The scoring scale per criteria was defined as follows:

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

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

A minimum of [360 (60)%] points is required to pass the technical evaluation.

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

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

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

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

## 5. Award

WHO reserves the right to:

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





Country/Unit Name .....

5. Not award any contract at all.

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

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

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

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

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

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

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

We look forward to receiving your response to this RFP.

Yours sincerely,  
Thinlay Dorji  
Administrative Officer  
WHO Bangladesh.



Country/Unit Name .....

**Annexes**

1. Detailed Terms of Reference
2. Confidentiality Undertaking
3. Vendor Information Form
4. Contractual provisions
5. Detailed Evaluation Criteria
6. Financial Proposal Template
7. Self Declaration form
8. Statement of Conformity
9. Statement of Copyright



## **Annex 1: Detailed Terms of Reference**

### **Purpose of the LTA**

The Service provider will provide the ready-to-use Daily Media Monitoring service prepared from the health-related article/news/editorial/op-ed/feature/interview published every day in different newspapers, magazines, online news portals and major news agencies in Bangladesh. The service will be comprised of print and online media reports in the areas of health, population and nutrition from both national and regional newspapers, online news portals and major news agencies.

**Objective :** The primary objective of this service is to ensure that WHO personnel remain well-informed and up to date regarding health-related information and trends specific to Bangladesh. By obtaining timely access to a comprehensive array of media content, WHO Bangladesh aims to stay abreast of key developments and insights within the health landscape of the country, facilitating informed decision-making and strategic planning.

### **]Background**

Media monitoring encompasses the systematic tracking, analysis, and measurement of diverse media channels, spanning traditional platforms such as daily newspapers, radio, and television, as well as digital mediums like web-based applications. By scrutinizing data derived from these sources, we gain comprehensive insights into a spectrum of topics, from public sentiment to emerging trends. Media monitoring enables the meticulous tracking of conversations, facilitating the extraction of invaluable insights regarding contemporary news and discussions. Furthermore, it facilitates the evaluation of the efficacy of public relations or marketing endeavors, streamlining reporting processes based on key performance indicators, and empowering stakeholders to make informed, data-driven decisions to enhance overall marketing communications strategies.

WHO Bangladesh commenced its media monitoring service in 2014 with the aim of capturing news, feature reports, articles, op-eds, editorials, interviews, and other relevant information pertaining to the World Health Organization (WHO) and broader health-related topics. These topics include but are not limited to health (Shasthya, Jono Shahthya), population, nutrition (Pushti), food safety, disease, emergency risk management, and any other information intersecting with core health-related areas. This initiative ensures comprehensive coverage and monitoring of media content relevant to WHO Bangladesh's mission and the broader health landscape.

To fulfill its media monitoring needs, WHO Bangladesh receiving the support to acquire a ready-to-use Daily Media Monitoring service for a long time. This service provides curated content sourced from health-related articles, news pieces, editorials, op-eds, features, and interviews published across various mediums such as newspapers, TV, Radio, online news portals, and major news agencies in Bangladesh. The coverage encompasses both print and online media reports, focusing on the domains of health, population, and nutrition, sourced from both national and regional newspapers, online news portals, and major news agencies.

Work to be performed.

1. The contractual partner will provide all news, feature report, article, op-ed, editorial, interview and any other information comes with the word World Health Organization (WHO) and with the broad terms of Health (Shasthya, Jono Shahthya), Population, Nutrition (Pushti), Food Safety, Disease (Rog), Emergency risk management, and any other information that touches the core areas related to health.

**Keywords to share a daily updates are -**



Country/Unit Name .....

Universal health coverage; Prevention of noncommunicable diseases; Emergency risk management; Neglected Tropical Diseases; Maternal, child and adolescent health; Pollution; Rohingya health related issues; Outbreak; Epidemic; Emerging Infectious Diseases; Cholera; Diarrhoea; Yellow Fever, Polio; Measles; Haemorrhagic Fever; Vector Borne Diseases; Zika; Dengue; Chikungunya; Japanese Encephalitis; Nipah; Coronavirus; COVID-19; AMR; Influenza etc.

2. The contractual partner shall provide a subcategory in the daily reports for the articles containing the words World Health Organization (or WHO) and Bangladesh.
3. The contractual partner will provide the service within **8:30 a.m. – 9:00 a.m.** every morning and seven days in a week to some dedicated e-mail addresses of WHO suggested by AO. ***And this service cannot be discontinued during Hartals, Eid or any other unusual situations, if the newspapers come out on those days.***
4. The monitoring report will come every day in electronic format and it must comprise of synopsis of all news, scanned copies of the original newspaper reports, and their original web-links. There should be an MS Word option to do necessary editing for synopsis. The format and design of the service can be changed, modified and improved as desired by WHO Country Office (WCO) anytime during the contract period. The copyright of the final product would also remain only with WCO for Bangladesh.
5. The contractual partner will provide published information on the above mentioned subjects from news agencies, newspapers and online news portals, both Bangla and English, every day. **Additional information from newly published newspapers during the contract period is desirable.**
6. The contractor will also provide a **monthly quantitative report** that will present the media reflection of WHO's Bangladesh activities. The quantitative section of the report will present number and list of the articles presenting extensively WHO's Bangladesh work (release of a report, observance of a certain day, special events etc.), number and list of articles that only mention WHO Bangladesh.  
The monthly report shall be delivered electronically in maximum 5 days following the end of a month. The yearly report shall be delivered electronically in maximum 10 days following the end of each year.
7. The contractual partner will be **solely responsible for writing synopsis (not more than 200 words)** and the headlines for every news item and to make sure that those are written in **Standard English**. English will be the core medium of the service and all synopses, including the Bengali texts, will be written in English.
8. In addition to the above mentioned services, the **Service provider** will provide additional occasional special services when requested. **WCO may also seek occasional service/s for some crucial video footage related to WHO works under the current price.**
9. The WHO will not provide any equipment for the task. Contractual partner will provide the service. The WHO shall not be responsible for any **loss, wrong translation, misinterpretation of reports for synopsis, accident, damage or injury suffered** by contractor or any person claiming under the contract, arising in and out of the production of the service or in any manner whatsoever.

#### Timeline and Key Deliverables:

The work will be performed for everyday expected from 01 October 2024 to 30 September 2025 (two years) under Long Term Agreement (LTA). WHO will enter into LTA with the successful bidder initially for 1 year from 01 October 2024 and may extend the LTA up to another year subject to satisfactory completion of the work as per the LTA and availability of fund. WHO will issue separate Agreement of Performance of Work (APW) or Purchase Orders/Letter of Authorization to the selected company for the required services during the term of the LTA.

#### Delivery Time:



Country/Unit Name .....

Contractual partner is required to deliver: Daily by 08.00 am to 09.00 am Media monitoring report in electronic format with English synopsis of all news, scanned copies of the original newspaper reports, and their original links and MS Word option to do necessary editing for synopsis. Monthly qualitative and quantitative reports, within 5 days following the end of a month.

#### Deliverables:

The contractual partner will provide Media Monitoring report in electronic format on daily basis and it must comprise of synopsis of all news, scanned copies of the original newspaper reports, and their original web-links. There should be an MS Word option to do necessary editing for synopsis. The format and design of the service can be changed, modified and improved as desired by WHO Country Office (WCO) anytime during the contract period. The copyright of the final product would also remain only with WCO for Bangladesh.

-The contractual partner will provide published information on the mentioned subjects (in the ToR-Annex-1) from news agencies, newspapers and online news portals, both Bangla and English, every day. Additional information from newly published newspapers during the contract period is desirable.

#### Planned timelines (subject to confirmation)

Start date: 01/10/2024

End date: 30/09/2027

Total duration: Maximum 36 months (subject to renewal end of each year contract)

#### Inputs

NA

#### Activity Coordination & Reporting

<b>Technical Officer:</b>	<b>Name, Title, Department, Unit</b>	<b>Email:</b>	<b><a href="mailto:sebanregistry@who.int">sebanregistry@who.int</a></b>
For the purpose of:	Ms Salma Sultana, NPO – Communication, Media & Communication, Technical supervision and instructions - Reporting		
<b>Administrative Officer:</b>	<b>Name, Title, Department, Unit</b>	<b>Email:</b>	<b><a href="mailto:sebanregistry@who.int">sebanregistry@who.int</a></b>
	Mr Thinlay Dorji, WHO Administrative Officer		
For the purpose of:	Contractual and financial management of the contract		



## Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of NAME OF DEPARTMENT, has access to certain information relating to TOPIC 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 "NAME OF 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:
  1. was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
  2. was in the public domain at the time of disclosure by or for WHO to the Undersigned;
  3. becomes part of the public domain through no fault of the Undersigned; or
  4. becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality (as evidenced by written records or other competent proof).
5. The Undersigned further undertakes not to use the Information for any benefit, gain or advantage, including but not limited to trading or having others trading in securities on the Undersigned's behalf, giving trading advice or providing Information to third parties for trade in securities.
6. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
7. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
8. Any dispute arising from or relating to this Undertaking, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event of the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Undersigned and WHO or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, with the rules of arbitration of the International Chamber of Commerce. The Undersigned and WHO shall accept the arbitral award as final.
9. Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

### Acknowledged and Agreed:

<b>Entity Name:</b>	.....
<b>Mailing Address:</b>	..... ..... .....
<b>Name and Title of duly authorized representative:</b>	.....
<b>Signature:</b>	.....
<b>Date:</b>	.....



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





Country/Unit Name .....

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

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

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

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

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

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

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



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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 : Detailed evaluation criteria**

#### Technical Evaluation and selection criteria guidelines and matrix of Proposals

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

#### **"PASS/FAIL (YES/NO)" – Questions**

Requirement	Qualification Criteria	Supporting Documents to be provided by the bidder	YES/NO/NA
Registered as Supplier with relevant Government entity in Bangladesh	Legal entity of the bidder	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. <b>WHO's internal Performance Evaluation Report (<i>not to be provided by the bidder</i>)</b>	
Registered as Supplier with Government entity in Bangladesh	Legal entity of the bidder	a. Copies of up to date Trade license	
Total minimum 06 years' experience in media monitoring preferably for UN Agencies/Donors/Corporate Sectors/Public Sectors in Bangladesh.	Total relevant Experience	a. Work completion certificate from any procurement entity to prove the experiences	
Minimum average yearly turnover (sale) is BDT 2,000,000 for last 2 years	Financially Capable	a. Audited Report or Financial Statement of the Company for Last 2 years	
Compliant with the Tax and VAT rules by fulfilling bidder's obligations to pay taxes and VAT under the relevant national regulations of the Country in operating its business	Taxation Obligations	a. VAT registration and TIN certificate	
No pending Criminal/Civil lawsuits against the bidder's company/firm	Eligibility of the Bidder	A Statement by the bidder to this effect (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	A Statement by the bidder to this effect (that the bidder's company/firm)	



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Requirement	Qualification Criteria	Supporting Documents to be provided by the bidder	YES/NO/NA
		Bankrupt/Ineligible/Banned" by any of the court in the country	
There is no pending major lawsuits and litigations against the bidder's company/firm in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institution/company	Eligibility of the Bidder	A Statement by the bidder to this effect (that there is not pending lawsuits against the bidder's company/firm)	
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)	

**Minimum Eligibility Criteria for the Key personnel:****Technical Evaluation and selection guidelines and matrix of Proposals:**

Bidders are required to read the specification, requirements, specific quality questions, and selection criteria, weighted methodology, evaluation criteria, scoring and prices schedule/template, as outlined in this RFP document in order to submit a substantial/complete bid. 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:

**i. Award, Scoring and Weightage System/Methodology:**

- The bid of "the highest overall Technical and Financial scores" of 1,000 points will be awarded;
- Score/Point distributed as per the Weighting matrix in Part iv in this RFP: 600 points for Technical Proposal and 400 points for the Financial Proposal.
- A minimum of 60% (out of 600) is required to be considered technically qualified for this work.

**ii. Technical Scoring and Weighting System:**

The weight/weighted scale as provided below under iii, weighted evaluation criteria and points/scores for each criterion/sub-criterion under Technical Evaluation with total points (600) are provided below under iv:

**iii. Scoring Methodology – Overall (for scoring where specific criteria is not given)****Scoring Methodology - Overall**

0	Non-compliant, fails to satisfy specified requirements.
40%	Barely acceptable evidence of ability to support contract requirements
70%	Satisfactory evidence of ability to support contract requirements
90%	Good evidence of ability to exceed contract requirements
100%	Excellent evidence of ability to exceed contract requirements

**iv. Detail Evaluation Criteria of each of the three categories are as below:****A. Experience and Professional Background of bidder as firm/company: 225 points**

A.1	General organizational capability strength: 100 - Profile of the Organization with year of establishment, achievements, Business portfolios, Management capacity:40
-----	--



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	-Business standing with a varied client base (list of services provided with client name, contact information, year of service delivery, value of order/contract): 30 -Can operate in combination of related Work-forces i.e. technical Lead, media experts, relevant ICT experts/Technicians (Organogram) with appropriate technology: 30
A.2	<b>Bidders shall provide evidence/examples of having experience of completing at least 2 similar contracts of Media monitoring with renowned Institutes/Organizations during last 2 years. 100 points</b> Experience of similar task/work: <ul style="list-style-type: none"> <li>- 4 or above similar works/tasks: 100 points</li> <li>- 3 similar works/tasks: 90 points</li> <li>- 2 similar works/tasks: 70 points</li> <li>- 1 similar works/tasks: 40 points</li> <li>- No demonstrable experience in this tasks/projects: 0 points</li> </ul>
A3	<b>-Experience of concluding 1 contract in Media Monitoring on Health issue for any agencies/organizations for at least 6 experience during last 3 years: 25</b> <b>-No experience in Media Monitoring on Health Issues: 0</b>

**B. Proposed Methodology, Approach and Implementation Plan: 200 points**

B.1	Overview of how the Bidder will respond to achieve the Key Deliverables and Minimum Requirements outlined in the specification document: min. 70 points to be obtained out of 100
B.2	An explanation of how you would approach the work: min. 35 to be obtained out of 50
B.3	Confirmation of the timescales within which you can deliver the work: min. 35 out of 50

**C. Organizational Capacity (175)**

C.1	<b>a. Qualification of Key Staff/Lead are: 50 marks</b> <ul style="list-style-type: none"> <li>- Post-graduation degree in English, Communication and Journalism, International Relation or equivalent field: 30 points</li> <li>- 5 Years professional experience in media monitoring: 20 points</li> </ul> <b>b. Qualification of Dealing Staff (to be dedicated for WHO) are: 50 marks</b> <ul style="list-style-type: none"> <li>- Graduation degree in English, Communication and Journalism, International Relation or equivalent field: 20 points</li> <li>- Diploma in any ICT field= 10 points</li> <li>- 2 Years professional experience in media monitoring: 20 points</li> </ul>
C.3	<b>Logistical Capacity includes ICT, Communication and Office equipment, Full time Dedicated Internet Service, back-up power supply machineries, technical set ups and other resources to operate the office and business: 75 points</b> <ul style="list-style-type: none"> <li>- Having above indicated resources with own office property in Dhaka city: 75 points</li> <li>- Having above indicated resources with rental office property in Dhaka: 52.5 points</li> </ul>

**Financial Evaluation**

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

**Financial Scoring and Weighting System:**



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All technical qualified proposals will be scored out of 300 based on the formula provided below. The maximum points (400) will be assigned to the lowest financial proposal. All other proposals received points according to the following formula:

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

Where:

p = points for the financial proposal being evaluated;

γ = maximum number of points for the financial proposal;

μ = price of the lowest priced proposal;

z = price of the proposal being evaluated.



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**Annex: 6- Financial Proposal Template****Financial proposal in BDT (TO BE SUBMITTED IN SEPARATE ENVELOP OTHER THAN TECHNICAL PROPOSAL)****(No information related to the financial costs of this work should be contained in the technical proposal.)**

Breakdown of Overall Price (in BDT)

Sl#	Task	Deliverables	Rate/ Monthly	VAT/ Monthly on total monthly rate	Total with VAT per month	Total rate for 36 Months (Including VAT)
1	Charges for providing the media monitoring service	Media monitoring report in electronic format with synopsis of all news, scanned copies of the original newspaper reports, and their original links and MS Word option. Monthly and yearly qualitative and quantitative reports.				

In Word:

\*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:**



Country/Unit Name .....

\*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



Country/Unit Name .....

Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of the Contract.

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

Signature, Name of the Company & Official Stamp