



**World Health
Organization**

Bangladesh

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Tel.: +88 02 8831415 Fax: +88 02 8831423 E-mail: sebanregistry@who.int Website: www.who.int/bangladesh

In reply please

Prospective Bidders

refer to :

RFP/BAN/2024/030

Your reference:

29 August 2024

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for the Provision of Newspaper Advertising Agent services for WHO Bangladesh under Long Term Agreement.

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

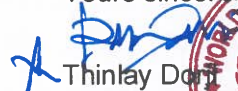
Bidders shall not include the pricing information within the technical proposal and any noncompliance proposal/ bid with this instruction will lead to rejection of the proposal.

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**

Provision of Newspaper Advertising Agent services for WHO Bangladesh under Long Term Agreement.

Request for Proposals (RFP)

Bid Reference

RFP/BAN/2024/030

Country/Unit Name

Bangladesh/ BAN ADM

Closing Date:

[09 September 2024]



The World Health Organization (WHO) is seeking offers for performing Newspaper Advertising Agent Services under Long Term Agreement.

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 Newspaper Advertising Agent Services for publishing Advertisements/Media Campaign/Awareness Information in Well circulated Newspapers of Bangladesh under Long Term Agreement, up to 2 years .

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 Newspaper Advertising services with proven expertise in publishing Advertisements in Newspapers with following Legal Status and eligibility.

Quality and Qualification Requirement:

- The Provider can be National/International/Joint Venture Company/Institute/Organization fulfilling the following local registration and legal/compliance requirements.
- Is registered with the 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.
- Can operate in combination of related Work-forces i.e. proof reader, technicians with appropriate technology, equipment and operational and logistical resources.
- Capable to deliver the desired advertising agent services with buildup of administrative, designer and proof reader teams with automated work process and systems.

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

Mandatory experience:

- Having at least 5-years of experience in advertising/media business preferably UN Agencies/Donors/Corporate Sectors/Public Sectors in Bangladesh.
- Minimum average yearly turnover (sale) is BDT 5,000,000 for last 2 years supported by Audited Report or Financial Statement of the Company for Last 2 years.

Desirable experience:

- Having experience of completing/being executing at least 2 long term contract (minimum six months) as Advertising Agent for publsing advertisements, campaign and awareness message in the leading Daily Newspapers of Bangladesh with reputed Organizations in the country during last 2 years.



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:

Presentation of your Company / Institution (please complete Annex 2) 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

Proposed methodology: The bidder's proposal will reflect through a statement about the method of their work e.g. how they execute/manage the tasks to meet the service requirements of clients. It will indicate current business relationship/contractual arrangement with the local Newspapers and clients, organisational capacity to handle routine and urgent requirements of clients, customer **service, lead time to process an advertisement in the national newspapers.**

Work Approach and Understanding: The bidder's proposal will reflect through a statements they have gone through the RFP and understand the requirement of service/work in terms of inputs, outputs/deliverables, results and key performance indicators as outlined in the RFP.

Financial proposal : The bidder shall quote prices in the template provided in Annexure-6 in a separate sealed envelope. There shall be no reflection of financial quotes/inputs in the technical proposal and noncompliance with this requirement shall lead to rejection of the bid.

Time Line, Reporting requirements and key deliverables:

Timetable: WHO will provide individual Purchase Orders/Letter of Authorization to the selected company for each advertisement work/assignment case by case as and when require within the Long Term Agreement for a period of maximum 3 years, which is expected to commence from 1 October 2024. WHO will extend/renew the LTA on completion of each contract as many times as needed up to 3 years subject to satisfactory completion of the work as per the LTA and availability of fund. The reports and all background documentation of this work will become property of WHO Bangladesh.

Deliverables: Invoices with the Newspapers that published the advertisement and online portal links against each of Purchase Orders/Letter of Authorization.

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 02 September 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 **09 September 2024 at 14:00 hours Bangladesh time** ("the closing date"), in the tender box of WHO Country Office as the per following:

House SW (I) 1/A, Road-8
Gulshan-1 RFP/BAN/2024/030.
(use Bid reference in subject line)

To be complete, a proposal shall include:

- a) 1 Hardcopy of Technical Proposal, labelled as "Technical Proposal-LTA for Advertising Agent services for WHO Bangladesh" in a separate sealed envelope.

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 Advertising Agent services, past/ongoing projects, Organizational Profile, CVs of proposed related staff, examples of contracts, certificates, license etc. as per the requirement.

The Technical Proposal shall be separated from Financial Proposal and **No financial information shall be indicated in the Technical Proposals, non compliance to which will lead to rejection of the bid.**

- b) Financial Proposal in 1 Hardcopy labelled "Financial Proposal-LTA for Advertising Agent services for WHO Bangladesh" in the Financial Proposal Template (Annex-6) in a separate sealed envelope.

The bids shall be addressed to:
WHO Bangladesh Country Office
Bid Ref: RFP/BAN/2024/030
Attn: WHO Administrative Officer
World Health Organization
House SW (I) 1/A, Road-8
Gulshan-1

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/2024/030 .

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 730 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
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
TOTAL	As per Annex-5

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



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

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

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

5. Award

WHO reserves the right to:

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

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

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

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

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

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

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



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

We look forward to receiving your response to this RFP.

Yours sincerely,
Thinlay Dorji.

**Annexes**

1. Detailed Terms of Reference
2. Confidentiality Undertaking
3. Vendor Information Form
4. Contractual provisions
5. **Evaluation and Selection guidelines and criteria with matrix of technical proposals**
6. **Price Schedule for Financial Proposal**
7. **Self Declaration Form**
8. **Statement of Conformity**



Annex 1: Detailed Terms of Reference

1. Purpose of the Long Term Agreement (LTA):

The purpose of this RFP is to identify reliable suppliers/service providers/contractual partner(s) that would provide a combination of designing and publishing Advertisements ranging from Tender Opportunities, Vacancy Notices, Sale notices to Campaign materials/Awareness messages on health and related programme issues in the Daily Newspapers at National, Regional and Local levels as and when require.

WHO invites qualified suppliers/service providers/contractual partners to make a confirmed/firm offer for establishment of Long Term Agreement (LTA) for the provision of News Paper Advertising Agent Services.

This RFP is intended for all potential bidders to submit offers in the required format and on time that best meet WHO's objectives. It laid out the efficient and fair evaluation process for comparison of technical and financial proposals at 2 stages i.e. technical evaluation the beginning and thereafter, evaluation of financial offers of the technically qualified bidders. The bidder are required to make an effort to prepare their submissions in line with requirements set in this RFP. The RFP includes the means of communications between WHO and potential bidders. Therefore, the information/content of the submitted offer can be considered as integral part of the intended contract (if any).

WHO Bangladesh wishes to receive Proposals from the suppliers/service providers/contractual partners with the ability to provide high quality, comprehensive and cost effective repair and maintenance services related publication of advertisements/campaign/awareness messages as per this Specification/Terms of references. The information/content of the submitted offer can be considered as integral part of the intended contract (if any).

1.3 Modality of Contract with the Firm/Company

WHO shall enter into a non-committal Long Term Agreement (LTA) with the selected firm/company and the LTA shall be used to publish Advertisement and Campaign materials/Awareness messages on health and related programme during the duration of the LTA (up to 36 months) as and when require. WHO shall issue Purchase Orders/Letter of Authorizations for each job/work under the LTA as and when require and accordingly, the Firm/Company shall charge a certain amount after deduction of the commission on percentage basis on the published rates of each of the Newspapers as per the Purchase Orders/Letter of Authorizations for each job/work respectively.)

2. Background

As part of its work, the World Health Organization undertakes jointly with Member States and other specialized UN Agencies, a variety of health projects for which equipment, services and supplies to meet the targets laid out in the Work-plans directed at WHO's goals. Purchases of such services/material are non-commercial and international in character, as the products in question are for use in health programmes mainly in developing countries or in the offices of the Organization itself.

Planned timelines:

Start date: 01/10/2024

End date: 30/09/2027

Total duration: Maximum 2 years (upon satisfactory completion of initial 1 year contract and subject to availability of fund)

3. Requirements - Work to be performed

-The selected Newspaper Advertisement Commission Agent shall perform as WHO Agent for providing services related to publishing advertisements such as different types of notices/messages of WHO in the Daily



Newspapers in Bangladesh, as listed below on commission basis as and when required under Long Term Agreement (upto 3 years).

- To carry out necessary formatting, design development and recommend appropriate design and formats for each advertising work/job with available options with samples.
- To provide cost effective advertisement solutions with appropriate research with the Newspapers of the Country.
- To arrange and coordinate with specified Newspapers for publishing the advertisement on receipt of proof approval from WHO.
- To ensure that the advertisements of WHO is published in the assigned newspapers on any specified dates with minimum 12 hours' notice.
- To provide WHO any notification regarding change in the rates of any of the following Newspapers to reflect the payment process.

4. Inputs

Major works to be performed:

- The selected Newspaper Advertisement Commission Agent shall perform as WHO Agent for providing services related to publishing advertisements such as different types of notices/messages of WHO in the Daily Newspapers in Bangladesh, as listed below on commission basis as and when required under Long Term Agreement (upto 2 year).
- To carry out necessary formatting, design development and recommend appropriate design and formats for each advertising work/job with available options with samples.
- To provide cost effective advertisement solutions with appropriate research with the Newspapers of the Country.
- To arrange and coordinate with specified Newspapers for publishing the advertisement on receipt of proof approval from WHO.
- To ensure that the advertisements of WHO is published in the assigned newspapers on any specified dates with minimum 12 hours' notice.
- To provide WHO any notification regarding change in the rates of any of the following Newspapers to reflect the payment process.

5. Place of assignment

Dhaka, Bangladesh. The Requesting Unit will stipulate the place(s) of assignment, and indicates if travel is needed as part of the assignment.





Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of Administration, has access to certain information relating to Advertisement 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 "Newspaper Advertising Agent Services" ("the Purpose"), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
 1. was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
 2. was in the public domain at the time of disclosure by or for WHO to the Undersigned;
 3. becomes part of the public domain through no fault of the Undersigned; or
 4. becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality (as evidenced by written records or other competent proof).
5. The Undersigned further undertakes not to use the Information for any benefit, gain or advantage, including but not limited to trading or having others trading in securities on the Undersigned's behalf, giving trading advice or providing Information to third parties for trade in securities.
6. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
7. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
8. Any dispute arising from or relating to this Undertaking, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event of the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Undersigned and WHO or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, with the rules of arbitration of the International Chamber of Commerce. The Undersigned and WHO shall accept the arbitral award as final.
9. Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

Acknowledged and Agreed:

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


Annex 3: Vendor Information Form
Company Information to be provided by the Vendor submitting the proposal

UNGM Vendor ID Number: <i>If available – Refer to WHO website for registration process*</i>			
Legal Company Name: <i>(Not trade name or DBA name)</i>			
Company Contact:			
Address:			
City:		State:	
Country:		Zip:	
Telephone Number:		Fax Number:	
Email Address:		Company Website:	
<u>Corporate information:</u>			
Company mission statement			
Service commitment to customers and measurements used <i>(if available)</i>			
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) – <i>Please attach reference and contact details</i>			
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 persons engaged by the Contractor to perform any services under the Contract.

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

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

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

(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 on Sexual Exploitation and Abuse Prevention and Response by any of its employees and any other persons engaged by it to perform any services under the Contract; and (ii) promptly report to WHO and respond to, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the contractor becomes aware; and

(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 on Sexual Exploitation and Abuse Prevention and Response; and (ii) promptly report to WHO, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Contractor becomes aware.

3. **Tobacco/Arms Related Disclosure Statement.** The Contractor may be required to disclose relationships it may have with the tobacco and/or arms industry through completion of the WHO Tobacco/Arms Disclosure Statement. In the event WHO requires completion of this Statement, the Contractor undertakes not to permit work on the Contract to commence, until WHO has assessed the disclosed information and confirmed to the Contractor in writing that the work can commence.



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

- i. it is not and will not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it will not make any payment or provide any other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;
- ii. it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract; and
- iii. the Contractor shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to WHO without delay.

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

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

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

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

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

8. **Audit.** WHO may request a financial and operational review or audit of the work performed under the Contract, to be conducted by WHO and/or parties authorized by WHO, and the Contractor undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the implementation of the work performed under the Contract, or within five years of completion of the work. In order to facilitate such financial and operational review or audit, the Contractor shall keep accurate and systematic accounts and records in respect of the work performed under the Contract.



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

- 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.



Annexure-5

4. Evaluation and Selection guidelines and criteria with matrix of technical proposals

4.1 WHO shall determine the qualification of the bidders in terms of Legal Entity and Eligibility for the Advertising Services on "PASS/FAIL (YES/NO)" basis as per the qualification criteria detailed under Table 2 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.

Table 2 - "PASS/FAIL (YES/NO)" – Questions

Requirement	Qualification Criteria	Supporting Documents to be provided by the bidder	YES/NO
Registered as Supplier in Bangladesh	Legal entity of the bidder	a. Copies of up to date Trade license	
Total minimum 5 years' experience in the relevant field	Total relevant Experience	a. Work completion certificate from any procurement entity to prove the experiences	
Minimum average yearly turnover (sale) is BDT 5,000,000 for last 2 years	Financially Capable	a. Audited Report or Financial Statement of the Company for Last 2 years	
ii. Past performance of the bidder(s) with WHO is satisfactory and without any internal limitation/restrictions for future contracts by WHO (applicable only for bidders who had performed/is performing for WHO under any contract with WHO Bangladesh).	Eligibility of the bidder	a. Internal review report (of WHO-bidders are not required to submit any documents).	
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	
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-7) for applicable to private and public companies	
No pending Criminal/Civil lawsuits against the bidder's company/firm	Eligibility of the Bidder	A Statement by the bidder to this effect (that the bidder's company/firm) Bankrupt/Ineligible/Banned" by any of the court in the country	
The bidder's company/firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country	Eligibility of the Bidder	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	
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)	



Requirement	Qualification Criteria	Supporting Documents to be provided by the bidder	YES/NO
The bidder's company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country	Eligibility of the Bidder	A Statement by the bidder to this effect (that there is not pending lawsuits against the bidder's company/firm)	

4.2 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 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.

4.3 Award, Scoring and Weighted System/Methodology:

4.3.1. The bid of "the highest overall Technical and Financial scores" of 1,000 points will be awarded.

4.3.2 Score/Point distributed as per the Weighting matrix in Part of 4 of this RFP: 600 points for Technical Proposal and 400 points for the Financial Proposal.

4.4 Scoring and Weighting System:

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

4.5 Scoring Scales/Methodology - Overall

0	Non-compliant, fails to satisfy specified requirements.
40%	Marginally 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

4.6 Detail Evaluation Criteria

4.6.1 Minimum 70% score of total technical points (600) to become technically responsive.

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

A. Expertise/Organization Capability of the Firm/Organization: 200 marks out of 600

A.1	General organizational capability strength: 100 - Profile of the Organization with year of establishment, achievements, Business portfolios, Management capacity:40 -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. designer, proof reader, technicians (Organogram) with appropriate technology, equipment and operational and logistical resources (list of assets): 30
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A.2	<p>Particular experience: 100 points</p> <p>Satisfactorily completed/being completed at least 2 Long Term Agreements (LTAs) with WHO, UN organizations, or any international or Major institutions for newspaper advertising agent services for a period of at least 6 months over 2 years prior to the bid submission.</p> <ul style="list-style-type: none"> - 4 LTAs or above: 100 - 3 LTAs: 90 - 2 LTAs: 70 - 1 LTA: 40 - No LTA: 0 <p>Performance reports must evidently show having particular experience</p>
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B. Proposed Service Solutions/Approaches and implementation: 200 marks

B.1	<p>Bidders confirm (through an Statement) that they can deliver the requested services and would perform the full range of tasks (of newspaper advertisement agent services) related to methodology: 100</p>
B.2	<p>Bidders confirm (through an Statement) that they have clear and comprehensive understanding of the proposal in terms of WHO's ToR, specifications, requirements of quality, quantity and deliverables/results: 100</p>

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

C.1	<p>Team Leader/Project Manager for WHO</p> <p>Educational Background: 50</p> <ul style="list-style-type: none"> -Masters/Bachelor degree in English/Mass Communication: 50 -Masters/Bachelor degree in any other discipline: 35 <p>Work experience: 50</p> <p>Having experience with extensive knowledge, expertise in the field of Advertisement/Mass Communication/Media/Publications etc.</p> <ul style="list-style-type: none"> - Having 8 years' or more experience: 50 - Having 6-7 years' Experience: 45 - Having 5-6 years' or more experience: 35 - Having 2-4 years' of experience: 20 - Having 1 year or no experience: 0
C.2	<p>Designer dedicated for WHO</p> <p>The required qualifications: 50</p> <ul style="list-style-type: none"> -Masters/Bachelor degree in Graphics Design/Graphics Engineering: 50 -Diploma in Graphics Design/Graphics Engineering: 35 <p>Work experience: 50</p> <p>Having experience, knowledge, expertise in designing and formatting of contents for Advertisement/IEC/BCC Material, Publications etc.</p> <ul style="list-style-type: none"> - Having 8 years' or more experience: 50 - Having 7 years' Experience: 35 - Having 5 years' or more experience: 35 - Having 2-4 years of experience: 20 - Having 1 year or no experience: 0

**4.7 Financial proposal – Currency-BDT (Annex 6- in separate sealed envelop)**

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

Financial Scoring and Weighting System:

All technical qualified proposals will be scored out of 400 based on the formula provided below. The maximum points (400) will be assigned to the lowest financial proposal as per Annexure-7. 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

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



Annexure-6

5. FINANCIAL PROPOSAL:

The financial proposal/quotation should reflect the published rates of the newspapers and the commissions offered to WHO for each of the newspaper listed below.

Sl#A17:F75	Name of Newspaper	Published rate of Newspaper per column inch			Agency Commission (%) offered by the bidder (Newspaper Agent) to WHO
		Page	4 Colour	1 Colour	
1	The Daily Prothom Alo	Front Page (at least 12 column inch)			
		Front Back Page (2nd pg.)			
		Last Page			
		Page 3			
		Page 4			
		Page 5			
		Page 7			
		Page 9			
		Page 19			
		Page Inner			
3	The Daily Star	Front Page			
		Front Back Page (2nd pg.)			
		Last Page			
		Page 3			
		Page 4			
		Page 5			
		Page Inner for Tender/Legal/Public/ Auction/ Meeting/ Trademark Notice			
		Page Inner, Job Vacancy			
		Page Inner, Prospectus			
3	The Daily Star (Friday)	Front Page			
		Front Back Page (2nd pg.)			
		Last Page			
		Page 3			
		Page 4			
		Page 5			



Country/Unit Name Bangladesh/ BAN ADM

		<i>Page Inner for Tender/Legal/Public/ Auction/ Meeting/ Trademark Notice</i>			
		<i>Page Inner, Job Vacancy</i>			
		<i>Page Inner, Prospectus</i>			

Signature of the bidder with date and rubber stamp:

Name:

Date:

Annex-7 Self Declaration Form

Applicable to private and public companies

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

it is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning the foregoing matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

it is solvent and in a position to continue doing business for the period stipulated in the contract after contract signature, if awarded a contract by WHO;

it or persons having powers of representation, decision making or control over the Company have not been convicted of an offence concerning their professional conduct by a final judgment;

it or persons having powers of representation, decision making or control over the Company have not been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour, human trafficking or any other illegal activity;

it is in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legislation or regulations of the country in which the Company is established;

it is not subject to an administrative penalty for misrepresenting any information required as a condition of participation in a procurement procedure or failing to supply such information;

it has declared to WHO any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;

it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof.

It adheres to the UN Supplier Code of Conduct.

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:

.....

Date:

.....

Signature:



Date:

To
Administrative Officer
WHO Bangladesh

Annex: 8**Statement of Conformity**

No pending Criminal/Civil lawsuits against our company/firm.

Our company/firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country.

There is no pending major lawsuits and litigations against our company/firm in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institution/company.

Our company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country.

Signature

Official Stamp

Name of the Company