



Long Term Agreement for the Provision of Photography Services

Request for Proposals (RFP)

Bid Reference

RFP/NEP/2025/006

Country/Unit Name

WCO

Closing Date:

[15 April 2025]



The World Health Organization (WHO) is seeking offers for establishing a Long Term Contractual agreement with multiple qualified company/individuals to provide photography services for WHO Nepal to enhance the Organization's advocacy, communication and documentation efforts.

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 photography services for WHO Nepal. .

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 photography. with proven expertise in **capturing compelling photographs related to the events such as, but not limited to, workshops, seminars, conference and meetings, stock images and visual narratives to document WHO supported activities and their impact in the country. .**

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

Mandatory experience:

- Having at least 5 years of experience in pro professional photography in social/development area

Desirable experience:

- Having previous working experience with UN agencies in planning and executing photography assignments
- Advance knowledge of professional photo editing and captioning software and tools.
- Should possess formal training in photography
- Must own all the required equipments (such as but not limited to cameras, lenses, lights, tripods, drones).

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:

- Confidentiality Undertaking (*please complete Annex 2*)
- Presentation of your Company / Institution (*please complete Annex 3*)
- Proposed solution
- Proposed Approach/Methodology
- Proposed time line
- Financial proposal – in NPR in a separate file attachment .

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 **Date: 08 April 2025 – Min. 5 working days prior to closing date** :

Email for submissions of all queries: senepquotations@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 **15 April 2025 at 05:30 hours WHO , Kuponhole, Lalitpur. time** ("the closing date"), by email at the following email address:

(use Bid reference in subject line)

To be complete, a proposal shall include:

- A technical proposal, as described under part 2 above;
- A financial proposal, as described under part 2 above;
- 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/NEP/2025/006 .

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

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

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

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

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



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

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

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

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

4. Evaluation

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

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

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

The technical evaluation of the proposals will include:

Addressing of WHO's requirements with legal documents of the firm	10%
General experience of the firm/individual in working in the areas of Photography	15%
Specific experience of the firm/individual in photography	15%
Qualifications and competence of the team member specifically photographers (Please attach CVs and the copies of certificates)	15%
Description of Equipment's, softwares	15%
TOTAL	70%

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 **[49 out of 70]** 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:

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

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

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

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,
Jahid M. Hasan
Administrative Officer

**Annexes**

1. Detailed Terms of Reference
2. Confidentiality Undertaking
3. Vendor Information Form
4. Contractual provisions



Annex 1: Detailed Terms of Reference

Long Term Agreement for the provision of video production services

1. Purpose of the APW

The purpose of this Request for Proposals (RFP) is to enter into a contractual agreement with a successful bidder and select a suitable contractor to provide photography services for WHO Nepal to enhance the Organization's advocacy, communication, and documentation efforts

2. Background

The World Health Organization (WHO) leads and champions global efforts to achieve better health for all. WHO puts science to work to build a healthier, safer world, and by connecting countries, people, and partners, WHO strives to give everyone, everywhere, an equal chance at a safe and healthy life

3. Scope of Work

Under the supervision of the National Professional Officer (Communications, Media and Public Information) at WHO Nepal, and in collaboration with other technical units, the Photographer shall produce compelling photography to capture events (such as, but not limited to, workshops, seminars, conferences, and meetings), stock images (for different health topics and issues), and visual narratives (photo essays/stories) to document WHO-supported activities and their impact in the country. These photos will be used in WHO's publications, campaigns, reports, and online platforms, and occasionally by government partners upon request. In addition, the Photographer may be assigned to conduct capacity building workshops for WHO's staff in Nepal.

4. Contract Period:

The initial contract will be for two years, with the possibility of an extension for up to a third-year based on satisfactory performance. The Photographer will be contacted on an as-need basis throughout the contract period, and there's no guarantee of a minimum days of assignment.

5. Travel

The Photographer may need to travel to locations outside Kathmandu, for assignments on a need basis. Any arrangements for travel, accommodation, insurance coverage and other requirements will be undertaken by the Photographer.

6. Deliverables:

On average the expected number of final selected photographs from a one-day assignment is between 40-50 depending on event.

The photographs shall be delivered to WHO in full HD form through online transfer or an external hard drive for longer assignments.

A separate caption document in MS Word format shall be delivered with the images that clearly indicate which caption goes with which image (s) (e.g. by inserting the image in a chart next to the caption information or indicating the image number with the caption). Do not use acronyms.

Captions must include:

What: a description of the subject/what is happening in the image

When: the date the image was taken

Who: the name and the position (if applicable) of the people depicted

Where: the specific location, town/city, and province/state

In performing the work, the Photographer shall comply with the applicable terms of the WHO document entitled *Guidance for WHO photographers and film crews* on obtaining consent, a copy of which will be provided.

The Photographer must provide a minimum of 10 photographs within three hours of the closing of an event on occasions where the event must be covered in the media or social media, along with a brief description of the event.

The Photographer must retain RAW files for two years and provide them to WHO Nepal upon request.

7. Equipment

The Photographer is required to use his/her own photography and filming equipment to carry out the assignment.

8. Ownership

All products resulting from the assignments will be the property of the WHO and subject to the rules and regulations governing copyrights. WHO retains full copyright of the final images in perpetuity. The photographer may not make use of information gathered without the written consent of WHO

9. Required Qualifications of the Provider

- At least five years of experience in professional photography in social/development area.
- Proven track record of successfully planning and executing photography assignments for the UN and other comparable international organizations.
- Advanced knowledge of professional photo editing and captioning software and tools.
- Ability to provide a portfolio demonstrating the required experience.
- The Photographer must own all the required equipment (such as, but not limited to cameras, lenses, lights, filters, tripods, drones).
- Flexibility to travel to various locations as needed for assignments.
- Strong planning, communication, and collaboration skills to work effectively with cross-functional teams.
- Ability to train/provide photography workshops.
- Formal training in photography is an asset.

- Experience leading photography workshops is an asset.

10. Language Skills:

Fluency in English and Nepali languages is essential.

11. How to Apply

Interested individuals are invited to submit their applications to WHO Nepal with the following documents:

Technical Proposal

Interested individuals will submit a technical proposal, with a description of their experience, a portfolio that aligns with the scope of work described and demonstrates the fulfillment of the requirements for this position.

The proposal should include the following:

- The photographer's CV, which includes educational qualifications, photography-related studies/trainings, work experiences, and contacts for references,
- Photocopies of mentioned diplomas and certificates,
- Detailed individual portfolio highlighting range of work (i.e., outdoor events, indoor conferences, portraits, photo feature/stories, action-oriented photos, etc.),
- A description of personal equipment, software, and production capabilities.

Financial Proposal

Applicants should provide a financial breakdown, including day/hour rates, including Daily Subsistence Allowance (DSA) during travel outside Kathmandu Valley, and other appropriate charges. The photographer should also include proposed costs for different types of photography workshops focused on the capacity building of WHO staff.

Cost Components

Cost Components	Quantity	Unit Cost (NPR)
I. Personnel Costs		
Professional Fees for Photography	Per Day	
Professional Fees for Photography	Half Day	
Daily subsistence allowance (DSA) for outside Kathmandu Valley	Per Day	
II. Field visit outside Kathmandu Valley	Applicable travel ticket cost for field visit will be as per WHO rules and regulations and reimbursed on actual basis upon submission of original bill and documents.	

12. Evaluation Criteria:

Only selected candidates will be contacted after a quality-cost-based evaluation. The selection criteria are as follows:

SN	CRITERIA	WEIGHTAGE
1	Technical proposal	70%
2	Financial proposal	30%

Technical proposal will be evaluated based on the following criteria:

Experience (20)
Portfolio (20)
Technical Competence (30)

Only applicants with scores above 50 points on technical evaluation will be considered

13. Copyrights:

WHO retains full copyright of the final selected images in perpetuity. The vendor may not use, reproduce, or otherwise disseminate or authorize others to use, reproduce or disseminate such works without prior consent from the WHO, Country Office for Nepal.

14. WHO Policy on Preventing and Addressing Sexual Misconduct:

WHO has Zero tolerance for sexual exploitation and abuse, sexual harassment, and other types of abusive conduct. In this regard, and without limiting any other provisions contained herein: the vendor warrants that it shall:

- 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.
- Each individual contractor warrants that he/she will (i) Not engage in any conduct that would constitute sexual exploitation and other types of abuse conduct as described in WHO policy
- The contractor shall 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.

WHO is committed to workforce diversity. Application from qualified female candidates particularly from disadvantaged and socially excluded groups are -strongly encouraged. WHO has a smoke-free environment and does not recruit smokers or users of any form of tobacco.



Annex 2: Confidentiality Undertaking

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

Acknowledged and Agreed:

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

**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:	
Corporate information:			
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 natural or legal persons engaged or otherwise utilized to perform any services under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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