

Accelerating Scale up of Post pregnancy Family Planning based on findings from bottleneck assessment in Nepal – Development of Communication package for Social and Behaviour change communication

Request for Proposals (RFP)

Bid Reference: RFP/NEP/2025/012

Unit Name: HSS

Purpose of the RFP:

[To design a comprehensive Social and Behaviour Change Communication (SBCC) package aimed at increasing the uptake of post pregnancy family planning services among the target population]

Closing Date:

[29 August 2025]

The World Health Organization (WHO) is seeking offers for “Developing an SBCC package to Accelerate Post Pregnancy Family Planning uptake based on the findings from bottleneck assessment in Nepal” as per attached ToR.

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 develop SBCC package to accelerate scale up of PFP based on findings from bottleneck assessment in Nepal.

See attached detailed Terms of Reference for complete information.

The successful bidder shall be a ☒ for profit / ☒ not for profit institution operating in the field of special newborn care with proven expertise in assessing the functions and quality of service at SNCU's.

- I. Legally entitled to run/operate the institutes/organizations/companies as per the applicable rules for companies/NGOs in the country/ a legal entity having required registration with the Government of Nepal; WHO shall disqualify bidders during initial scrutiny if the required information and supporting documents are not provided with the technical proposal.
- II. Capable to operate with all applicable local rates and costs for the expert (technical) and field services. WHO shall reserve the right to disqualify bidder(s) if they (the bidder) are found to have not asked rates/costs as per the applicable local rates and costs for the expert (technical) and field activities in implementing the desired technical services/works. WHO has its own parameter in determining the applicable local rates and costs for expert (technical) and field activities.
- III. Capable to implement the desired work/projects in specified location (project sites) utilizing own existing administrative, operational, and logistical resources to implement the projects without adding up Overhead costs to the Purchaser (WHO).

Finance and accounting requirements

- A. The potential Organization/Company has good accounting systems to keep track of income, expenses, assets, and liabilities enabling them to submit financial statements with all supporting documents to meet WHO financial reporting requirements.
- B. The bidder will be required to submit the financial report as per WHO provided template of statement of expenditure along with original vouchers duly signed. Unspent money must be refunded to WHO.
- C. Has, VAT registration and up to date Income Tax Certificates.

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

Mandatory experience:



- Having at least 5 - 7 years of experience of working in the field of designing and implementing Social and Behaviour Change Communication (SBCC) strategies and interventions in health, especially in family planning, sexual and reproductive health, or maternal health.

Desirable experience:

- Working experience in developing behaviour change communication materials preferably in Sexual and reproductive health/Family planning related areas
- Experience in designing or contributing to the monitoring and evaluation of SBCC Programs
- Having previous working experience in similar field with UN agencies and/or the Government of Nepal.

Qualification and competencies of key professionals

As per the attached ToR.

Bidders should 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 should 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*)
- Institutional Profile detailing the experience
- Proposed solution
- Proposed Approach/Methodology
- Proposed team composition (with CVs) and timeline
- Financial proposal – in separate file attachment.

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

3. Instructions to Bidders

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

A prospective bidder requiring any clarification on technical, contractual, or commercial matters may notify WHO via email at the following address no later than **5** working days prior to the closing date for the submission of offers:

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 **29 August 2025, 05:00 PM, Kupondole, Lalitpur** (“the closing date):

(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,
- Annex 2 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/2025/012.**

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 WHO's requirements with legal documents of the firm along with Institutional Profile	5
General experience of the firm in working in the areas of developing SBCC materials	10
Specific experience of the firm in designing and implementing SBCC strategies and interventions in health especially in family planning, sexual and reproductive health or maternal health	20
Team composition, Qualifications and experience of the professionals, CVs of the personnel proposed for the assignment	20
Proposed approach and methodology, timelines	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 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 4.

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,

Administrative Officer

Annexes

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



Annex 1: Detailed Terms of Reference

Terms of Reference

Accelerating Scale up of Post pregnancy Family Planning based on findings from bottleneck assessment in Nepal- Development of Communication package for Social and Behavior Change Communication

Background

Post-pregnancy family planning (PPFP) is defined as the prevention of unintended pregnancy and closely spaced pregnancies through the first 12 months following childbirth. Nepal is committed in advancing PPFP services as part of its broader efforts to improve reproductive health and ensure universal access to family planning.

Despite significant progress- evidenced by a total fertility rate of 2.1 and a modern contraceptive prevalence rate (mCPR) of 43% (NDHS 2022), challenges persist, particularly in PPFP. Recent data indicate that mCPR has plateaued over the last decade, with significant disparities in service utilization. The unmet need for family planning stands at 21%, with postpartum women experiencing an even higher unmet need of 32%, 18% for spacing and 14 % for limiting. Additionally, while the average birth interval in Nepal is 34.4 months, 25% of births occur within 24 months after the preceding delivery, underscoring the critical need for increasing uptake of effective postpartum contraceptive methods. The Government of Nepal has prioritized PPFP as a high impact strategy as noted in the Costed Implementation plan and the FP2030 commitments.

The World Health Organization (WHO) has collaborated with the Ministry of Health and Population (MoHP) for strengthening PPFP services through South-South learning exchange, establishment of demonstration site, sensitization and capacity building of policy makers, program managers and service providers.

Recently, WHO conducted a Bottleneck Assessment (BNA) of PPFP and Social and Behavior Change for Family Planning to identify specific bottle necks and challenges to scale up evidence-based practices in family planning (FP) ([BNA PPFP](#)). Findings revealed that only 21% of married women use any kind of PPFP method, with less than 3% opting for implants and under 1% for IUCDs. Just 3.6% adopt a method at discharge after delivery, and only 2% within 48 hours postpartum. These figures reflect a major missed opportunity to reach women and their partners during a crucial window for family planning.

During the BNA ([BNA SBC FP](#)), one of the key issues identified by stakeholders was the presence of low awareness, persistent myths and misconceptions, and entrenched social norms and practices among women and families, all of which hinder the uptake of postpartum family planning contraception. These challenges underscore the need for sustained resource allocation toward regular communication and community engagement campaigns. Further discussions revealed that the lack of appropriate Social and behavior change communication (SBCC) materials is a significant bottleneck within the "People and Information" building block.

Mobilizing resources, designing, implementing and monitoring Social and Behavioral Change Communications (SBCC) interventions as a component of contraceptive and family planning programming is strongly recommended for scaling up PPFP. The importance of integrating



behavioral insights into program planning has been underscored by a recent WHO global resolution on 'Behavioral sciences for better health' (WHA 76.7). Through this resolution, member states have acknowledged the pivotal role of behavioral science in developing and strengthening effective, equitable and human-centered health-related policies and programs.

Hence, WHO Nepal through the FP Accelerator Plus project, plans to support the development of a communication package on improving access and utilization of PPFP in Nepal based on the BNA conclusions and the scaling up recommendations.

Objective:

To design a comprehensive Social and Behavior Change Communication (SBCC) package aimed at increasing the uptake of post pregnancy family planning services among the target population.

Methodology:

WHO will collaborate with National Health Information, Education and Communication Center (NHEICC) and Family Welfare Division (FWD) with support of an implementing partner agency. Based on the WHO recommendations in the SBCC interventions for contraception and family planning- Implementation Guidance for policy makers and program managers, the process will be as follows:

Scope of work of the agency in Co-Design Process:

1. Define the Desired Health Outcome and objectives

Articulate the intended health outcomes related to improved access to and use of PPFP/FP services with specific, measurable SBCC objectives based on insights from client feedback, and bottleneck assessment findings.

2. Conduct consultations with stakeholders at two local levels including target populations (including mothers who delivered within past one year, who had abortion within past six months, family members including partners, mothers-in-laws, community members, health workers) to:

- i. assess the awareness and identify the factors (barriers and enablers) that affect the client behavior for access and utilization of PPFP methods
- ii. Identify Effective Communication Channels
Select appropriate communication channels and approaches

3. Create a set of tailored key messages for different audience segments (e.g., postpartum and postabortion mothers, adolescents, unmarried women, family members, people with disability, health workers) to guide program communications.

4. Develop a list of SBCC materials with specifications for various media and dissemination methods (list of 12 products in minimum). The list must contain a set of tailored communication materials (print, audio, video, social media, etc.) including message guides.

The SBCC materials should be tailored to different target groups including (not restricted to) below:

- ANC Mothers - what is PPFP and healthy timing and spacing for pregnancy (HTSP) and why it is important
- Adolescents/young adults/unmarried - what is FP/PPFP/HTSP, why this is important



- Postpartum and postabortion mothers -communicating the need for PPFP and available service delivery points
- Husbands & families- why and how they should support mothers to decide and access contraceptive /PPFP services
- Health Workers: HTSP, PPFP methods and service integration

5. Develop SBCC materials - including at least the following types

- print materials (including posters/charts for health workers)
- radio public service announcements PSAs (30-60 seconds each, focusing on priority messages).
- short videos or animations (1-2 minutes each, suitable for digital and community use) which are disability friendly (includes caption and sign language).
- carousels for social media
- radio drama

6. Pre- Test and Finalize Materials

Conduct pre-testing of the developed messages and materials with target audiences to assess clarity, relevance, acceptance and appeal. Refine and finalize based on feedback.

- 7. Dissemination of the materials targeted at two local levels of two provinces** urban/rural, hill/terai regions using different available media portals
- 8. Monitor the message dissemination through different social media platforms**

Expected output

1. Brief Report on modifications conducted following Pretesting of the messages and materials developed
2. SBCC package for PPFP which includes the objectives, target populations, key messages for all target populations, list of SBCC materials with design specifications, methods for disseminations, monitoring and evaluation framework -in PDF format
3. Brief project report (2 page) and a PPT describing methodology and outputs
4. SBCC materials pretested & finalized

Implementation arrangement

- A. National Health Education, Information and Communication Center (NHEICC):** NHEICC will take the lead and provide overall technical supervision. It will help to coordinate with stakeholders and organize meetings and facilitate to make available all the necessary guidelines concerning the assignment.
- B. WHO:** WHO Nepal will provide technical and financial support for this assignment. It will provide necessary technical guidance, and facilitate to provide relevant materials, if any.
- C. Implementing Partner:** An institution with relevant experience will be engaged to carry out this assignment. The team will manage their logistics with budgetary provision to organize consultative meetings, workshops, piloting and finalizing the SBCC materials.

Human resources

A team comprising of a team lead and co-lead will carry out the assignment. They will work closely with NHEICC team and WHO team.

Characteristics of the provider /agency

Required Experience

•The vendor must have

- at least 5-7 years of demonstrated work experience in designing and implementing SBCC strategies and interventions in health, especially in family planning, sexual and reproductive health, or maternal health.
- Work experience in developing behavior change communication materials in RMNCAH preferably in SRH/ Family planning related areas



- designing or contributing to the monitoring and evaluation of SBCC programs
- Undertaking a similar project with a UN agency and/or the Government of Nepal will be an added advantage

Technical and Communication Skills

- Strong understanding of gender and cultural dynamics influencing family planning
- Knowledge of community engagement, interpersonal communication and digital and mass media strategies
- Ability to develop user-centered communication products across media formats
- Facilitate participatory design processes with stakeholders and target groups

SN	Position	Minimum Qualification	Preferable Experiences
1	Team Lead	Master's level university degree in Public Health, Community Health, Communication or equivalent relevant discipline.	<ul style="list-style-type: none"> • At least 5 years' experience of working with programs related to health communication, demand generation and community engagement preferably in the field of sexual and reproductive health. • At least 5 years' experience in development of health communication strategies and/or materials.
2	Communication designer	Related experience and qualification	<ul style="list-style-type: none"> • At least 5 years' experience in designing and developing communication materials related with demand generation for health programs • At least 3 years' experience in monitoring use and effect of health-related communication materials

Timeline

The proposed time frame will be from September 1, 2025 to December 31, 2025

Weeks	Sep 1	Sep 2	Sep 3-4	Oct 1-2	Oct 3-4	Nov 1-2	Nov 3-4	Dec 1-2	Dec 3-4
Agreement	XX								
Review BNA findings and recommendations and TWG to define the desired health outcome and objectives		XX							
Consultations for identifying key behavior patterns for PPFP and to develop key messages, communication channels and define			XX	XX					



Weeks	Sep 1	Sep 2	Sep 3-4	Oct 1-2	Oct 3-4	Nov 1-2	Nov 3-4	Dec 1-2	Dec 3-4
communication product with specification									
Develop SBCC package				XX	XX				
Pilot test and finalize SBCC materials						XX			
Dissemination through available platforms including print materials							XX		
Monitor the reach of the SBCC materials								XX	XX
Report writing								XX	XX

Deliverable

The terms of the assignment shall commence with effect from the date of signature by both the Parties. The deliverable as mentioned below is proposed to be completed within the proposed period starting from the date of signing the contract.

The deliverables are as follows:

1. SBCC package for PPFP which includes the objectives, target populations, key messages for all target populations, SBCC package/materials with design specifications, methods for disseminations, monitoring and evaluation framework
2. Developed SBCC materials
3. Technical report including reporting on dissemination and monitoring the use of the SBCC materials

Copyright



1. COPYRIGHT FOR THE MATERIALS PRODUCED BY THE IMPLEMENTING PARTNER WILL REMAIN WITH NATIONAL HEALTH EDUCATION, INFORMATION AND COMMUNICATION CENTER AND WHO NEPAL COUNTRY OFFICE AND INCLUDES THE RIGHT TO DISTRIBUTE THE MATERIAL OR PARTS OF IT TO OTHER PARTNERS IN NEPAL AND ABROAD.

Contact and communication:

The implementing partner should report and maintain close contact with focal point at the NHEICC and NPO-Family Health, Gender and Life Course at WHO Nepal Country Office.

Budget and Payment modalities

The payment will be done in three installments.

- First installment of 25% will be provided upon signing the contract.
- Second installment of 50% will be done upon submission of draft SBCC package.
- Last installment of 25% will be made upon submission of SBCC package for PPFP, SBCC materials for PPFP and technical report.

Evaluation Criteria

An evaluation team in WHO will evaluate the technical and financial proposal based on the ToR, other specific criteria and the following documents:

Technical Evaluation

- Institutional profile
- Institutional experience
- Proposed process
- Team composition
- Qualification and experience of the professionals
- CVs of the personnel proposed

Financial Evaluation

- Professional fees
- Cost of meetings, workshops, travel and per diem
- Rates of each type of SBCC material production costs including print materials, radio PSAs, short videos or animations, carousels for social media, radio drama
- Printing
- Total cost (taxes separately mentioned)
- Mode of payment (if mentioned other than ToR)

Annex: 1

Detailed tasks and man-days calculation for specific positions are specified in the table below:

SN	Position	Task details	Input (Man- days)
1	Team Lead	<p>The scope of work has been outlined as follows:</p> <ul style="list-style-type: none"> • Lead the detailed work plan, including timelines and deliverables • Collaborate with NHEICC, FWD, WHO and stakeholders • Coordinate with the team to ensure effective collaboration and smooth implementation of activities • Liaise with relevant stakeholders to engage target groups for consultations at local level 	<ul style="list-style-type: none"> • 30 days



SN	Position	Task details	Input (Man- days)
		<ul style="list-style-type: none"> • Facilitate to identify the desired health outcome for target groups • Lead to design the specifications for one audio, one video, one infographic and one chart developed linked with strategic SBC for PPFP • Facilitate in development of the above-mentioned communication materials • Lead in piloting of the communication materials at a local level for finalization • Identify media and facilitate for dissemination and monitoring of the reach of the communication materials • Produce a comprehensive activity report 	
2	Co-Lead	<ul style="list-style-type: none"> • Support in identification and coordination with stakeholders at local level • Facilitate in consultative workshop for engaging with stakeholders and target groups • Support in identification of desired health outcome • Support to develop specifications for communication materials • Lead to develop the communication materials- one audio, one video, one infographic and one chart • Assist in pilot testing at local level and support to finalize • Support in dissemination and monitoring the use of the developed communication materials • Contribute to the preparation of activity report • Assist in organizing and maintaining project documents, including SBCC materials, reports, and correspondence • Assist in scheduling and coordinating meetings, workshops related to the task • Provide logistical support for project events, such as workshops, and other related activities 	<ul style="list-style-type: none"> • 30 days



Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of Health System Strengthening has access to certain information relating to the **‘Development of SBCC package to Accelerate Post Pregnancy Family Planning uptake based on the findings from bottleneck assessment in Nepal’** 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 the **“Development of SBCC package to Accelerate Post Pregnancy Family Planning uptake based on the findings from bottleneck assessment in Nepal” to “ design a comprehensive Social and Behaviour Change Communication (SBCC) package aimed at increasing the uptake of post pregnancy family planning services among the target population”**, 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:	
<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 Code of Conduct for responsible Research; (iv) the WHO Policy on Whistleblowing and Protection Against Retaliation; and (v) 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 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 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; 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. Terminates 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.