

## **Energy Assessment at Selected Healthcare Facilities to Support Nepal's National Oxygen Roadmap – Situational Analysis**

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**Request for Proposals (RFP)**

**Bid Reference**

**RFP/NEP/2022/013**

**Unit Name: WHE**

### **Purpose of the RFP:**

[To conduct energy audits, assess energy requirement, efficiency, and PV system performance at selected healthcare facilities, with a focus on hospital-based oxygen plants, to support the situational analysis for Nepal's National Oxygen Roadmap.

### **Closing Date:**

**[15 September 2025]**



**The World Health Organization (WHO) is seeking offers for energy assessment at selected healthcare facilities to support Nepal's national oxygen roadmap – situational analysis.**

**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 conduct energy assessment at selected healthcare facilities to support Nepal's national oxygen roadmap – situational analysis.**

*See attached detailed Terms of Reference for complete information.*

The successful bidder shall be a ☐ for profit / ☒ not for profit institution **with proven expertise in carrying out energy assessment and designing PV system.**

- 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:**

- At least 3 years of proven experience in conducting energy assessments or technical studies in the health sector or relevant projects.
- Prior experience in evaluating hospital energy systems, including renewable energy solutions, or analysing energy requirements for critical healthcare services such as oxygen plants.

- Experience in preparing technical reports, data analysis, and presenting findings to government entities or development partners.

#### **Desirable experience:**

- Experience working with national health authorities, particularly the Ministry of Health and Population (MoHP), WHO, or other UN agencies in 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*)
- Proposed solution
- Proposed Approach/Methodology
- Proposed 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](mailto: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<sup>th</sup> September 2025, 05:00 PM, UN House, Pulchowk, 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/2022/013**.

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:	<b>70 %</b> of total evaluation
Financial Weighting:	<b>30 %</b> of total evaluation



The technical evaluation of the proposals will include:

Addressing of WHO's requirements with legal documents of the firm	10
Firm's understanding of the assignment and proposed methodology	10
Experience of the firm in conducting energy audits or technical studies in healthcare or critical infrastructure	20
Qualifications and competence of key personnel, with specialization in energy audits and renewable energy solutions	20
Documented past performance in facilitation, coordination, and reporting of similar energy, hospital infrastructure, or critical care projects, supported by references or deliverables	10
<b>TOTAL</b>	<b>70</b>

The scoring scale per criteria was defined as follows:

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

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

A minimum of **[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 7 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,  
M Jahid Hasan  
Administrative Officer

**Annexes**

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



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**Annex 1: Detailed**

*See attached document.*

## **TERMS OF REFERENCE**

### **Energy Assessment at Selected Healthcare Facilities to Support Nepal's National Oxygen Roadmap – Situational Analysis**

#### **1. Introduction**

Electricity is a critical enabler of essential health services, shaping the availability, reliability, and quality of care in health facilities, and playing a decisive role in achieving universal health coverage and the targets of SDG 3. Reliable power supply underpins safe childbirth and newborn care, prenatal and antenatal services, immunization programs, diagnostic capacity, surgical interventions, and emergency response. Without adequate and consistent energy, health facilities struggle to provide even the most basic services, thereby compromising patient safety and outcomes.

Healthcare facilities have diverse energy needs that extend beyond medical treatment. These include powering life-saving equipment, ensuring adequate lighting, running information technology and communications systems, operating vaccine refrigerators and medicine preservation units, providing clean and hot water, and enabling sterilization processes. In certain geographical and climatic conditions, energy is also essential for space heating, ventilation, and cooling. For maternal and newborn care, in particular, electricity is required for devices such as fetal heart monitors, ultrasound machines, baby warmers, suction units, oxygen concentrators, and phototherapy units. Similarly, diagnostic laboratories and operating theaters depend on uninterrupted energy to support critical care functions.

The determinants of energy requirements are shaped by multiple factors, including the type of facility, the size of the population served, the variability of electrical loads, and operational hours. To capture these dynamics, comprehensive health energy assessments are critical. Such assessments provide a robust evaluation of existing demand and projected needs, distinguishing between critical and non-critical loads while also considering the service profile of the facility and the human resource capacity to operate advanced technologies. Importantly, these assessments must be carried out through detailed on-site audits in close consultation with health facility stakeholders to ensure that the findings are context-specific and actionable.

In recent years, the growing recognition of healthcare's dependence on a reliable power supply has extended into the domain of oxygen production and supply. Medical oxygen is included in the 'National List of Essential Medicines Nepal 2021'. It is recognized as an indispensable therapy for various medical conditions, particularly respiratory illnesses, maternal and neonatal complications, surgical interventions, and emergency medicine. The COVID-19 pandemic underscored the centrality of oxygen in saving lives, while simultaneously revealing vulnerabilities in the energy systems that power oxygen generation plants. Oxygen





plants, particularly Pressure Swing Adsorption (PSA) systems, are energy-intensive and require a stable power supply to ensure uninterrupted operation. Interruptions or fluctuations in energy supply not only reduce the efficiency of oxygen production but also threaten the continuity of care for patients in critical need. This energy assessment is intended to help the hospital save energy and costs, improve infrastructure reliability and comfort, comply with regulations, and guide future investments in efficient and renewable technologies.

Furthermore, this initiative aligns with Nepal's ongoing efforts to strengthen its oxygen ecosystem. In 2023, the World Health Assembly adopted Resolution WHA 76.3, urging Member States to develop costed national plans to increase access to quality-assured, affordable medical oxygen. In response, Nepal is developing a National Oxygen Roadmap, which includes a situational analysis stage to evaluate hospital-based oxygen plant operations, energy consumption, and sustainability. The energy assessments conducted in this RFP covering Nepal APF Hospital, Province Hospital Surkhet, Bakulahar Ratnanagar Hospital, and Dolpa Hospital will provide essential data and evidence to feed directly into this national effort, supporting informed planning and policy decisions for resilient healthcare energy systems and sustainable oxygen delivery.

## 2. Objectives

- Objective 1: Conduct a comprehensive energy assessment of the four selected hospitals, including detailed analysis of hospital-based oxygen plants.
- Objective 2: Evaluate existing PV systems, their utilization, and opportunities for optimization and integration with future energy planning.
- Objective 3: Recommend sustainable and technically feasible PV system designs tailored to the energy needs of hospitals, including critical oxygen production loads.
- Objective 4: Provide inputs to optimize energy resources and consumption pattern.

## 3. Scope of the work

The service provider will undertake the following activities:

### 1. Field Assessment

- Conduct field visits to Nepal APF Hospital, Province Hospital Surkhet, Bakulahar Ratnanagar Hospital, and Dolpa Hospital.
- Collect historical energy consumption data including electricity, diesel, and generator use.
- Record equipment load profiles, operational schedules, and peak demand periods.
- Review operational efficiency and utilization of existing PV systems.
- Conduct interviews with hospital staff and technical personnel to understand energy use practices, challenges, and priorities.

- Collect detailed data on healthcare appliances, their power consumption, and usage patterns using energy meters, data loggers, and facility registers (at least 10 days).
- Make direct observations of built environment structures (e.g., building orientation, insulation, ventilation) that influence energy demand and efficiency.

## **2. Critical Load Analysis – Oxygen Plants**

- Determine peak and average electricity demand for hospital-based oxygen plants or oxygen concentrator at the four hospitals.
- Evaluate operational efficiency and sustainability of oxygen plants.
- Identify potential energy efficiency measures and backup solutions.
- Assess feasibility of integrating renewable energy solutions, including PV systems and battery storage.
- Identify oxygen plants and associated equipment as critical loads, ensuring their reliable power supply is prioritized in system design.

## **3. Technical Assessment of Hospital Energy Infrastructure**

- Assess general hospital energy consumption patterns and reliability across departments.
- Analyze performance, maintenance, and integration of any existing PV systems at the four hospitals.
- Identify opportunities to optimize energy usage and maximize benefits from renewable energy.
- Consider seasonal variations (e.g., lighting needs, heating or cooling demand) that affect energy reliability.
- Assess variations in grid reliability and supply linked to hydropower fluctuations, climate change, and seasonal solar or wind generation variability.
- Categorize hospital loads into critical and non-critical energy demands:
  - Critical loads (e.g., oxygen concentrators, baby warmers, refrigerators) must remain powered at all times.
  - Non-critical loads (e.g., fans, mobile charging, laptops, printers) can be deprioritized when necessary.
- Ensure system design prevents overuse of non-critical loads from undermining power availability for critical devices.



#### 4. Renewable Energy & PV System Design

- Recommend PV system sizing based on hospital energy demand and critical loads (with priority to oxygen plants and essential medical devices).
- Provide technical guidance on storage solutions, hybrid or grid-connected configurations.
- Ensure design is cost-effective, sustainable, and aligned with hospital operational requirements.
- Consider seasonal and daily variability in renewable energy availability when proposing system sizing and storage solutions.

#### 5. Reporting

- Prepare a draft and final comprehensive energy assessment report, including:
- Energy load profiles and operational patterns at the four hospitals.
- Analysis of oxygen plant energy requirements and sustainability.
- Recommendations for energy efficiency and renewable energy integration.
- PV system design recommendations.
- Environmental impact assessment (e.g., reduction in diesel use and CO<sub>2</sub> emissions).
- Clear identification of critical versus non-critical loads, and recommendations for balancing them in electricity system design.

#### 4. Deliverables

The following outputs are expected from the selected service provider:

- Deliverable 1: Inception report outlining methodology, work plan, field assessment schedule, and approach for analyzing existing PV systems and their potential optimization.
- Deliverable 2: Completed energy data collection templates and datasets for all four hospitals, including documentation of existing PV system usage, capacity, and performance.
- Deliverable 3: Draft comprehensive energy assessment report, including (i) detailed analysis of hospital energy demand and supply, (ii) evaluation of oxygen plants' energy consumption, (iii) performance review and optimization options for existing PV systems, (iv) cost-benefit analysis of proposed improvements, (v) payback periods and ROI for each energy conservation measures, and (vi) technical recommendations for improved energy sustainability.
- Deliverable 4: Final energy assessment report incorporating stakeholder feedback and explicitly linking findings to the situational analysis stage of Nepal's National Oxygen Roadmap.

- Deliverable 5: Presentation of key findings and recommendations to the technical working groups, national stakeholders, and relevant partners, highlighting opportunities for integrating results into broader health system resilience planning.

## 5. Working modalities

The service provider will work in close coordination with WHO Nepal, the Ministry of Health, and hospital authorities at all four hospitals.

Field access and required documentation will be facilitated by the hospitals and relevant authorities.

All assessments, discussions, and workshops will be conducted in coordination with the HEOC and WHO.

## 6. Responsibilities

The selected service provider will have the following responsibilities throughout the duration of the assignment and until the completion of all deliverables:

- i. Developing a detailed project work schedule and ensuring timely completion of all activities, including energy assessments, critical load analysis for oxygen plants, and PV system evaluations.
- ii. Conducting field assessments and technical evaluations at Nepal APF Hospital, Province Hospital Surkhet, Bakulihar Ratnanagar Hospital, and Dolpa Hospital, including data collection on electricity, diesel, generator use, load profiles, operational patterns, and PV system utilization, following national and international standards.
- iii. Coordinating with WHO, hospital authorities, and other relevant stakeholders to finalize methodology, technical content, and ensure alignment with the National Oxygen Roadmap situational analysis.
- iv. Ensuring safety and adherence to all relevant guidelines during field assessments and site visits.
- v. Providing regular updates, interim progress reports, and feedback summaries to WHO and relevant stakeholders throughout the assessment process.
- vi. Preparing technical documentation for review and approval prior to implementation, including PV system design proposals and recommendations for critical and non-critical load management.

## 7. Budget and Payment modalities



World Health Organization will provide technical and financial support for the work. The payment will be done as per the following

Installment	Payment	Deliverables and Conditions
Counter signed contract	0% of the total Budget	Signed contract
First installment	25% of the total Budget	Upon Submission of Inception Report.
Second Installment	50% of the total Budget	Upon Submission of interim progress report.
Final Installment	25% of the total Budget	Submission of the final technical and financial report.

## 8. Timeline:

Contract Sign Date to 30 November 2025

## 9. Ownership of Work

All data, reports, assessments, technical documentation, PV system designs, and related materials developed under this assignment shall be the property of the World Health Organization (WHO), Country Office for Nepal, and relevant hospital authorities.

The selected service provider shall ensure the confidentiality of all information obtained or generated throughout the assignment. Such data and materials shall not be used, reproduced, or shared for any purpose outside the scope of this contract without prior written permission from WHO.

Upon completion of the assignment, the service provider must formally hand over all raw data, editable files, drawings, and final reports to WHO and the respective hospitals, ensuring that all documentation is complete and accessible for future reference and use.



## **Annex 2: Confidentiality Undertaking**

1. The World Health Organization (WHO), acting through its Department of Health Emergencies - WHE has access to certain information relating to the **'Energy Assessment at Selected Healthcare Facilities to Support Nepal's National Oxygen Roadmap – Situational Analysis'** 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 **"Energy Assessment at Selected Healthcare Facilities to Support Nepal's National Oxygen Roadmap – Situational Analysis"** to **"conduct energy audits, assess energy requirement, efficiency, and PV system performance at selected healthcare facilities, with a focus on hospital-based oxygen plants, to support the situational analysis for Nepal's National Oxygen Roadmap"**, 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:**

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



### **Annex 3: Vendor Information Form**

#### **Company Information to be provided by the Vendor submitting the proposal**

<b>UNGM Vendor ID Number:</b> <i>If available – Refer to WHO website for registration process*</i>			
<b>Legal Company Name:</b> <i>(Not trade name or DBA name)</i>			
<b>Company Contact:</b>			
<b>Address:</b>			
<b>City:</b>		<b>State:</b>	
<b>Country:</b>		<b>Zip:</b>	
<b>Telephone Number:</b>		<b>Fax Number:</b>	
<b>Email Address:</b>		<b>Company Website:</b>	
<b><u>Corporate information:</u></b>			
<b>Company mission statement</b>			
<b>Service commitment to customers and measurements used</b> <i>(if available)</i>			
<b>Organization structure</b> <i>(include description of those parts of your organization that would be involved in the performance of the work)</i>			
<b>Relevant experience</b> <i>(how could your expertise contribute to WHO's needs for the purpose of this RFP) – Please attach reference and contact details</i>			
<b>Staffing information</b>			

\* <http://www.who.int/about/finances-accountability/procurement/en/>

## **Annex 4: Contractual Provisions**

Within 7 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 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. 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.



## 10. Annex 1: Outline for technical and financial proposal

### World Health Organization Country Office for Nepal

#### Documents needed for evaluation of proposal

**Name of the work:** Energy Assessment at Selected Healthcare Facilities to Support Nepal's National Oxygen Roadmap – Situational Analysis

#### Technical Evaluation

1. Institutional profile
2. Institutional experience
3. Work plan and team mobilization
4. Qualification and experience of all experts
5. CVs of all personnel proposed

#### Financial Evaluation

1. Material development cost
2. Orientation and debriefing cost
3. Total cost (taxes separately mentioned)
4. Mode of payment (if mentioned other than ToR)

**Other terms and conditions are applied as per terms of reference.**