



**World Health
Organization**

Engaging a qualified national/provincial/district-level financial service provider and high-quality conference packages to strengthen local-level public health systems for the training programme.

Request for Proposals (RFP)

Bid Reference: RFP/NEP/2026/001

Unit Name: WHE

Purpose of the RFP:

[To provide a national/provincial/district-level financial service provider, and high-quality conference packages to strengthen local-level public health systems for the training programme]

Closing Date:

[25 March 2026]



The World Health Organization (WHO) is seeking offers for “Engaging a national/provincial/district-level financial service provider, and organizing a high-quality conference packages to strengthen local-level public health system for the training programme” as per the 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 engage a national/provincial/district-level financial service provider, and high-quality conference packages to strengthen local-level public health system for the training programme.

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 public health with proven expertise in conducting large-scale events with a standardized, high-quality conference package.

- 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 of operating with all applicable local rates (WHO and Nepal Governments) 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 of implementing 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/technical report as per the 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 years** of experience working in the field of training and event conduct, with proven experience in large-scale event management.

Desirable experience:

- Having previous working experience with UN agencies.

Qualifications 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 a separate file attachment.

Information that 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 **25 March 2026, 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/2026/01**.

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 at 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 that 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 the WHO's requirements with the legal documents of the firm, including tax clearance (submit in a separate document), financial audit report, company profile etc.	10
General experience of the firm in cash distribution/large scale of participants online payments transfer/event/conference/seminar management <ul style="list-style-type: none"> Number of events conducted (submit in a separate page/document) 	15
Specific experience of the firm in multi-district/provincial/national operational capacity <ul style="list-style-type: none"> Number of events conducted at UN and international organizations (submit in a separate document/pages) 	15
Qualifications and competence of the firm in the remote district implementation, <ul style="list-style-type: none"> Number of events conducted at diverse (including remote) geographical locations (submit the documents of the districts you have worked on in the past) 	15
Proposed approach and methodology, <ul style="list-style-type: none"> How the event is conducted at diverse geographical locations (submit in a separate page) 	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 the 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 based on 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

See attached document.

TERMS OF REFERENCE

Provision of Integrated Conference/ Training Package and Event Management Services

1. Introduction

The WHO Country Office for Nepal is implementing district/provincial/national level training programmes in selected districts of Nepal (list attached as an annex) to strengthen local-level public health systems. Effective delivery of these trainings requires standardized, high-quality conference infrastructure, managing training, including per diem and travel distribution, and professional event management support. To ensure operational consistency, cost efficiency, and quality assurance, WHO intends to contract a national/provincial/districts level vendor capable of serving diverse geographic locations, including remote and mountainous districts.

2. Objectives

The main objective of this **Request for Proposal (RFP)** is to prioritize high-quality services and ensure customer satisfaction while maintaining sufficient liquidity to meet the distribution needs of WHO. It will provide reliable, efficient services with robust system capacity for forecasting and monitoring, ensuring effective communication for informed decision-making.

Additionally, the service provider will facilitate secure payment methods such as mobile banking and SMS transfers, resolve technical errors within 24 hours, and be accountable for any operational issues. Regular reporting, reconciliation, and follow-up with beneficiaries will be conducted to maintain transparency and smooth operations.

3. Scope of the work

The objectives of the activity above define the scope of the work in general. The specific scope of the work is mentioned below. The selected vendor shall provide complete conference package services in each of the workshops:

1. The workshop sites will be at the district/provincial/national level.
2. The number of participants will be from 35 to 50 per batch.
3. The workshop will be ranged from 1 day to 5 days.
4. The service provider shall cover travel costs and provide daily allowances to participants in accordance with the prevailing Government of Nepal regulations or WHO Norms (Norms will be finalized during the time of Contract).
5. The service provider shall arrange an appropriate venue and provide a complete conference package for each batch. This includes, but is not limited to, hall rental, standard audio-visual equipment, seating arrangements, registration support, refreshments, and lunch (venue requirements in detail below).
6. The service provider must demonstrate flexibility to accommodate varying participant volumes, and the package delivery should be on a competitive basis.
7. The scope of work includes, but is not limited to, the following components:
8. **The service provider cost calculation sheet is available for each district as an annex that includes the service provider administrative cost (including their HR, allowances, and other costs with details in a separate sheet). The participants' cost will be determined based on the training batch in each district, which will be treated separately.**
9. The service provider shall provide the best quality of services and customer/participant satisfaction.
10. The service provider shall provide sufficient cash deposit liquidity against the distribution plan requested by WHO.



11. The service provider shall ensure reliable service provision with sufficient network and system capacity, not limited to forecasting, testing, and monitoring.
12. The service provider shall communicate clearly, sufficiently, and in a timely manner to WHO so that informed decisions can be made on time.
13. The service provider makes payment through mobile banking, mobile financial services, or online payment to final beneficiaries.
14. The supplier shall take appropriate action to correct technical errors on their part within a short period of any payments.
15. The service provider shall take responsibility for operational errors caused by system errors in the supplier's disbursement process or fraud committed by the service provider's employees while transferring money.
16. The service provider shall submit an invoice along with the following supporting documents to the WHO for processing the invoice, upon completion of services.
17. Original bank receipt slip of beneficiaries' receipt and/or detailed transaction report, original financial supporting documents, along with financial reports.
18. The service provider shall develop customer complaint policies, procedures, and mechanisms to ensure that complaints are effectively addressed and problems are resolved in a timely manner. The service provider has also identified a focal person and team to respond to complaints and resolve problems efficiently and promptly.
19. The service provider shall follow data privacy practices when collecting, processing, and/or transmitting programme participants' personal data. The service provider shall inform WHO in advance upon the request of the programme participant's personal data by others. The service provider should have corporate policy documents such as the Data Protection Policy and Information Security procedures, to keep in strict confidence all the data, including beneficiary data, in line with WHO, agreed protection principles.
20. The service provider shall ensure that all the service users' pay accounts are activated and accurate to enable prompt disbursement.
21. The service provider shall conduct proper due diligence on potential staff, agents, and entities providing outsourced services.
22. The service provider shall manage proper liquidity management and site visit management to ensure smooth operations.
23. The service provider shall establish a risk management framework for identifying, assessing, and controlling risks.
24. The service provider shall prepare cash-in-transit insurance for coverage of the risk and premium protection of Cash in Transit.
25. The service provider shall be able to set/schedule periodical/emergency meetings with WHO when required for relevant compliance and risk mitigation strategies.

Venue requirements:

The vendor shall:

- Identify and secure training venues within district headquarters or designated centers.
- Ensure venue meet the following minimum standards: *Capacity* (adequate seating arrangement, comfortable spacing and clear visibility of presentation area and appropriate ventilation and lighting), *Infrastructure* (reliable electricity supply, functional power backup, clean and operational sanitation facilities), *Accessibility and Safety* (easily accessible location within the district, safe environment with minimal disturbance, hygienic food preparation and serving practices, safe drinking water provision).
- WHO reserves the right to approve the venue prior to confirmation.

Audio-Visual and IT requirements

The vendor shall provide complete audio-visual and IT setup, including:

- **Sound system:** Minimum two handheld microphones and one podium microphone, speaker system adequate for full hall coverage, audio mixer, and necessary amplification systems.
- **Projection/display:** Minimum one projector and screen per 50 participants OR LED display system for plenary sessions, where required.
- **Technical support:** Dedicated on-site technician throughout event hours, immediate troubleshooting and equipment replacement capacity, and power backup.
- **Internet connectivity:** Reliable broadband connectivity, minimum equivalent bandwidth of 5 Mbps per 20 users for basic conferencing needs, backup internet solution in case of primary connection failure.

Catering Services

The vendor shall provide:

- **Tea/coffee breaks:** Two per day (morning and afternoon)
- **Lunch:** Buffet-style service, hygienic food preparation and serving practices, safe drinking water provision.
- **Dietary Requirements:** Vegetarian options mandatory, capacity to accommodate dietary restrictions upon prior notification.

4. Deliverables

- District and province-wise implementation plan and proposed venue list for WHO approval.
- Confirmation of venue bookings and logistical arrangements.
- Complete conference package delivery in each district/province as per specifications.
- **Technical and financial report within one month of the end of the contract.**

5. Working modalities

The service provider will be working with the WHO Country Office for Nepal and in close coordination with Epidemiology and Disease Control Division, Department of Health Services, MoHP, Teku, Kathmandu.

WHO will:

- Provide district schedules and participant estimates in advance.
- Approve venue selections.
- Provide event agenda and technical programme.

The vendor shall:

- Coordinate directly with WHO focal points prior to each event.
- Ensure readiness at least one day prior to the event.
- Maintain service standards across all districts/provinces.

6. Responsibilities

The consulting agency should have the following responsibilities during the entire working period and remedies thereafter.

- I. Identify and secure appropriate venues in all specified districts.
- II. Ensure availability and functionality of all audio-visual and IT equipment.
- III. Provide reliable internet connectivity with backup options.



- IV. Deliver quality catering services in compliance with hygiene standards.
- V. Deploy qualified event coordination personnel.
- VI. Ensure timely setup and dismantling of conference arrangements.
- VII. Maintain quality control and standardized service delivery across all districts.
- VIII. Implement risk mitigation measures for logistical or environmental disruptions.
- IX. Comply with all applicable legal, tax, safety, and regulatory requirements.
- X. Submit accurate financial documentation in WHO-prescribed format.

7. Budget and Payment modalities

The World Health Organization will provide technical and financial support for the work. The payment will be made based on the contract payment schedule.

8. Timeline:

The assignment needs to be completed within **10 months** from the date of signing the contract. The progress needs to be demonstrated through meetings with **EDCD, NHTC and WHO** technical experts in line with the proposed timeline.

9. Ownership of Work:

All the information generated during the process will be the property of WHO and should be handed over at the end of the completion of the tasks. The consulting agency should ensure confidentiality; all event-related information should not be used for other requirements without the permission of the WHO.

10. Eligible Organization:

1. Banks/Development Banks/Cooperatives and any other institution
2. Event management company
3. Training organization
4. District/provincial level NGO
5. Others who meet the criteria of the RFP.

10. Annex 1: Outline for technical and financial proposal



**World Health Organization
Country Office for Nepal**

Documents needed for the evaluation of the proposal.

Name of the work: Provision of Integrated Conference Package and Event Management Services

Technical Evaluation

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

Financial Evaluation

1. Competitive basis cost administrative costs.
2. Total cost (taxes separately mentioned)
3. Mode of payment (if mentioned other than ToR)

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



Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of WHO, Nepal – WHE has access to certain information relating to the ‘**engage a national/provincial/district-level financial service provider, and high-quality conference packages to strengthen local-level public health system for the training programme.to support training selected districts of 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 “**engage a national/provincial/district-level financial service provider, and high-quality conference packages to strengthen local-level public health system for the training programme.to support training selected districts of Nepal.**”, 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.