Situation Analysis on the Implementation of the Antimicrobial Stewardship core elements based on the WHO toolkit and Orientation on Antimicrobial Stewardship to relevant staff at selected healthcare facilities.

Request for Proposals (RFP)

Bid Reference
RFP/NEP/2022/042
Unit Name: WHE

Purpose of the RFP:

[Situation analysis of and orientation on AMS Programme at selected hospitals in Nepal]

Closing Date:

[18 November 2022]
The World Health Organization (WHO) is seeking offers for the Situation Analysis on the implementation of the Antimicrobial Stewardship (AMS) core elements based on the WHO toolkit in selected healthcare facilities and Orientation on Antimicrobial Stewardship to facility prescribers, dispensers, and relevant AMS staff, 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 carry out Situation Analysis on the implementation of the Antimicrobial Stewardship core elements based on the WHO toolkit and Orientation on Antimicrobial Stewardship to facility prescribers, dispensers, and relevant staff at eight healthcare facilities. 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 Antimicrobial resistance and stewardship in the health sector of Nepal, with proven expertise in related field.

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 years of experience of working in the AMR related field.

Desirable experience:

- Having previous experience of assessment and activities related to antimicrobial stewardship.

Qualification and competencies of key professionals
As per 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:

- Presentation of your Company / Institution (please complete Annex 2)
- Proposed solution
- Proposed Approach/Methodology
- Proposed timeline
- Financial proposal – in separate file attachment.

The 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 18 November 2022, 05:00 PM, WHO Country Office for Nepal, Kupondole, Lalitpur (“the closing date”),

(Use Bid reference in the 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/2022/042.

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:

<table>
<thead>
<tr>
<th></th>
<th>% of total evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical</td>
<td>70</td>
</tr>
<tr>
<td>Financial</td>
<td>30</td>
</tr>
</tbody>
</table>
The technical evaluation of the proposals will include:

<table>
<thead>
<tr>
<th>Criteria evaluated as:</th>
<th>Based on the following supporting evidence:</th>
<th>Corresponds to the score of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addressing of WHO’s requirements with legal documents of the firm</td>
<td>10 %</td>
<td>100%</td>
</tr>
<tr>
<td>General experience of the firm in carrying out activities on antimicrobial resistance and stewardship.</td>
<td>10 %</td>
<td>90%</td>
</tr>
<tr>
<td>Specific experience of the firm in carrying out similar projects</td>
<td>10 %</td>
<td>70%</td>
</tr>
<tr>
<td>Qualifications and competence of the personnel proposed for the assignment</td>
<td>20 %</td>
<td></td>
</tr>
<tr>
<td>Proposed approach and methodology</td>
<td>20 %</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>70 %</strong></td>
</tr>
</tbody>
</table>

The scoring scale per criteria was defined as follows:

- **Excellent**: Excellent evidence of ability to exceed requirements
  - 100%
- **Good**: Good evidence of ability to exceed requirements
  - 90%
- **Satisfactory**: Satisfactory evidence of ability to support requirements
  - 70%
- **Poor**: Marginally acceptable or weak evidence of ability to support requirements
  - 40%
- **Very Poor**: Lack of evidence to demonstrate ability to comply with requirements
  - 10%
- **No submission**: Information has not been submitted or is unacceptable
  - 0%

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

A minimum of [ 49 out of 70] points is required to pass the technical evaluation.

The final evaluation will combine the weighted scores of both technical and financial proposals to come up with a cumulative total score.

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

WHO may, at its discretion, ask any bidder for clarification of any part of its proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered, or permitted during this exchange.
NOTE: Individual contact between WHO and bidders is expressly prohibited both before and after the closing date for submission of proposals.

5. Award

WHO reserves the right to:

a) Award the contract to a bidder of its choice, even if its bid is not the lowest,

b) Award separate contracts for parts of the work, components, or items, to one or more bidders of its choice, even if their bids are not the lowest,

c) Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for WHO's action,

d) Award the contract on the basis of the Organization’s particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned,

e) Not award any contract at all.

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

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

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

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

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

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

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

We look forward to receiving your response to this RFP.

Yours sincerely,

Norbu Wangchuk
Administrative Officer
Annexes

1. Detailed Terms of Reference
2. Vendor Information Form
3. Contractual provisions
Annex 1: Detailed Terms of Reference

TERMS OF REFERENCE
Situation Analysis on the implementation of the Antimicrobial Stewardship core elements based on the
WHO toolkit and Orientation on Antimicrobial Stewardship to relevant staff at selected healthcare
facilities.

1. Introduction:
For decades microbes, in particular bacteria, have become increasingly resistant to various antimicrobials. The
World Health Assembly’s endorsement of the Global Action Plan on Antimicrobial Resistance (AMR) in 2015
recognize AMR as a global threat to public health. Overuse and misuse of antimicrobials is a main driver for
development of resistance, and a need to optimize the use of antimicrobials is acknowledged. Antimicrobial
stewardship (AMS) is defined as a set of actions for optimizing antibiotic use are of paramount importance. AMS
programme in healthcare facilities support the implementation of Objective 4 of the Global Action Plan on AMR:
Optimizing the use of antimicrobial medicines. Antimicrobial stewardship programmes optimize the use of
antimicrobials, improve patient outcomes, reduce AMR and health-care-associated infections, and save health-
care costs amongst others. A list of essential core elements (at national, regional and healthcare facility level) has
been developed by WHO to enable health-care facility AMS programmes. AMS programmes can be successfully
implemented when these elements are in place. The implementation of an AMS programme is a step-by-step
dynamic process, with each facility building on what they already have in place. Identification of core elements
that are already in place and the level of implementation, as well as information on what requires accelerated
implementation and what is missing will help in developing a stepwise implementation plan for the prioritized
missing core elements and accelerate implementation of existing ones.

In this regard, Quality Standard and Regulatory Division (QSRD), Ministry of Health and Population (MoHP)
with support from WHO is undertaking assessment of selected healthcare facilities, one each in seven provinces
and one in Kathmandu Valley, for essential health-care facility core elements for AMS programmes. The
assessment findings and situational analysis will identify potential enablers for and barriers to implementing a
facility AMS program. Based on the situation analysis, a health-care facility AMS action plan to ensure
accountability and activity prioritization for establishing AMS program would be done.

2. Objectives
The overall objective is to conduct situation analysis on the implementation of the Antimicrobial Stewardship
core elements based on the WHO toolkit and Orientation on Antimicrobial Stewardship to facility administrators,
 prescribers, dispensers, and relevant staff at eight selected healthcare facilities, one from each of the seven
provinces of the country and one from Kathmandu Valley.

3. Scope of the work
The specific scope of the work is mentioned below.

a. Assessment of the healthcare facilities using WHO toolkit on AMS Programme
Conduct a situational assessment using the WHO checklist of health-care facility core elements to identify gaps
in AMS programme implementation, as well as possible enablers for and barriers to implementing a facility AMS
programme in eight hospitals (one each from the seven provinces and one from Kathmandu Valley). The proposed
facilities are: Koshi Hospital, Biratnagar, Narayani Hospital, Birgunj, Bharatpur Hospital, Chitwan, Pokhara
Academy of Health Sciences, Pokhara, Bheri Hospital, Nepalgunj, Surkhet Provincial Hospital, Surkhet and Seti
Provincial Hospital, Dhangadhi. The assessment should include:

Structures, policies and guidelines: Identify which structures, policies and guidelines are in place and which are
critically in need of being put in place according to the checklist of facility core elements.

**Human resources:** Identify the existing and required human resources (including competencies) needed for a functioning governance structure for AMS, including the AMS committee and/or AMS team, and clinical and other staff to be involved in implementing the AMS activities.

**Antimicrobial use and resistance data:** Review data on antimicrobial consumption and/or use, and identify challenges related to antibiotic prescribing practices in the facility and/or departments. Review existing surveillance data on AMR and aggregate antibiograms from the facility.

**IPC and AMS activities:** Identify any existing IPC and AMS activities (including ad hoc) in the facility/wards that can be built on and made sustainable.

b. **Compilation of responses, report drafting and dissemination of findings to relevant stakeholders**

Compile the findings from assessment, draft a report based on the situational and SWOT analysis to identify possible barriers and enablers for the AMS programme. The analysis should include: which core elements are in place in the facility; undertaking a baseline antibiotic use analysis; identifying main challenges related to antibiotic prescribing and use; and identifying available human and financial resources. The report should also include facility specific feedback and recommendations on what needs to be done for implementation of AMS programme.

Share the findings from situation analysis through a meeting to MOHP, WHO and relevant stakeholders. Incorporate feedback from the stakeholders and submit final report to WHO Nepal.

c. **One day orientation program on AMSP for healthcare staff**

- Conduct a one-day orientation workshop on AMS programme and rational use of antimicrobials for prescribers, dispensers and related staff from healthcare facilities assessed.

4. **Deliverables**

The terms of assignment shall be effective from the date of signature by both the parties. The deliverables include:

- Inception report showing the understanding of scope of work in relation to scope of the assignment.
- Documents including work plan, desk review documents.
- Conduct AMS programme assessment of eight identified healthcare facilities in coordination with QSRD/MoHP and submit filled data collection checklist (hard copy, digitalized form) of assessed sites and soft copy of other relevant documents.
- Initial draft report from situation analysis of AMS programme core elements.
- Conduct meeting to share findings of situation analysis to relevant stakeholders from healthcare facilities, MoHP, WHO to obtain the feedback and finalize the report with recommendations and way forward.
- One day orientation on antimicrobial stewardship for prescribers, dispensers and relevant staff at each healthcare facilities where assessment is done and submit report on orientation.
- All financial and technical report.

All deliverables should be submitted in printed form and digital copies. All documents should be written in English. All raw data should be submitted together with the final report. All deliverables should be submitted within the contract period.
5. Responsibilities
The consulting agency should have the following responsibilities in coordination with WHO and MoHP during the entire working period and remedies thereafter.
   a. Conduct a detailed review of the relevant documents including the existing national and WHO updated guidelines/toolkit on AMR and antibiotic stewardship
   b. Conduct an assessment of the identified healthcare facilities for AMS programme core elements adapting WHO practical toolkit for Antimicrobial stewardship programmes in health-care facilities in low- and middle-income countries in coordination and jointly with QSRD, MoHP including support for field visits of MOHP representatives for the mentioned tasks. The MoHP official’s TADA will be covered by this activity.
   c. Compile assessment findings and conduct a dissemination meeting to share findings with the concerned stakeholders including representatives from MoHP, WHO Nepal, concerned facilities and relevant partners. Submit the final draft with recommendations and way forward.
   d. Conduct one-day orientation in coordination with QSRD, MoHP for each assessed healthcare facility on AMS programme to sensitize and raise awareness among its prescribers, dispensers, administrators and other staff relevant to AMS programme. Support for field visits of MOHP representatives for monitoring during site-specific orientation should be included. The MoHP official’s TADA will be covered by this activity for this assessment.
   e. Submit final technical and financial report to WHO Nepal.

6. Budget and Payment Modalities
The World Health Organization will provide technical and financial support for the work. The payment will be made in three installments as per the following in the first phase:

<table>
<thead>
<tr>
<th>Installment</th>
<th>Payment</th>
<th>Deliverables and Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>First installment</td>
<td>25% of the total Budget</td>
<td>After receiving the inception report</td>
</tr>
<tr>
<td>Second Installment</td>
<td>50% of the total Budget</td>
<td>Submission of the draft report of assessment finding</td>
</tr>
<tr>
<td>Final Installment</td>
<td>25% of the total Budget</td>
<td>Submission of financial and technical report</td>
</tr>
</tbody>
</table>

7. Timeline
The assignment needs to be completed within 6 months from the date of signing the contract. The progress needs to be demonstrated through meetings with relevant stakeholders and WHO technical experts in line with the proposed timeline:
   a. Assessment of eight healthcare facilities: Within 2 months
   b. Report on assessment and dissemination meeting: Within third month
   c. Orientation workshop for healthcare staff from assessed sites within fourth and fifth month
   d. Activity report finalization and settlement by sixth month.

8. Ownership of Work
All the information and data collected and generated during the process will be the property of WHO Nepal which should be handed over to WHO Nepal at the end of the completion of the tasks. The consulting agency ensures confidentiality, and such data and information should not be used for other requirements without the permission of WHO.
World Health Organization
Country Office for Nepal

Documents needed for evaluation of the proposal

Name of the work: Situation Analysis on the implementation of the Antimicrobial Stewardship core elements based on the WHO toolkit and Orientation on Antimicrobial Stewardship to relevant staff at selected healthcare facilities.

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. Stakeholder meetings and Workshop 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.
Annex 2: Vendor Information Form

<table>
<thead>
<tr>
<th>Company Information to be provided by the Vendor submitting the proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>UNGM Vendor ID Number:</strong> If available – Refer to WHO website for registration process*</td>
</tr>
<tr>
<td><strong>Legal Company Name:</strong> (Not trade name or DBA name)</td>
</tr>
<tr>
<td><strong>Company Contact:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>City:</strong></td>
</tr>
<tr>
<td><strong>Country:</strong></td>
</tr>
<tr>
<td><strong>Telephone Number:</strong></td>
</tr>
<tr>
<td><strong>Email Address:</strong></td>
</tr>
</tbody>
</table>

**Corporate information:**

- **Company mission statement**

- **Service commitment** to customers and measurements used (if available)

- **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) – Please attach reference and contact details

- **Staffing information**

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

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

   (ii) each individual Contractor warrants that he/she will (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; and (ii) promptly report to WHO, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Contractor becomes aware.

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

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

   i. it is not and will not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it will not make any payment or provide any
other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;

ii. it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract; and

iii. the Contractor shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract.

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

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

i. terminate the Contract, and/or any other contract concluded by WHO with the Contractor, immediately upon written notice to the Contractor, without any liability for termination charges or any other liability of any kind; and/or

ii. exclude the Contractor from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with WHO.

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

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

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

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

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

i. the Contractor’s books, records and systems (including all relevant financial and operational information) relating to the Contract; and

ii. reasonable access to the Contractor’s premises and personnel.

The Contractor shall provide satisfactory explanations to all queries arising in connection with the aforementioned audit and access rights.
WHO may request the Contractor to provide complementary information about the work performed under the Contract that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Contractor and related to the work performed under the Contract.

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