



**World Health
Organization**
Bangladesh

House 1/A, Road-8, Gulshan 1, Dhaka 1212, Bangladesh
Tel.: +88 02 8831415 Fax: +88 02 8831423 E-mail: sebanregistry@who.int Website: www.who.int/bangladesh

In reply please

Prospective Bidders

refer to :

RFP/BAN/2024/025

Your reference:

25 June 2024

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for Piloting antimicrobial stewardship in different tiers of hospitals in two districts of Bangladesh to reduce antimicrobial use in healthcare facilities.

WHO Bangladesh hereby invites proposals/bids from your Organization/Institute for carrying out the above-mentioned subject activity. You are requested to go through the attached "Request for Proposal" document, which includes, with list of Annexes, as follows:

1. Requirements, Quality and Qualification Requirements, Key Deliverables with timetable
2. The proposal
3. Instructions to Bidders
4. Evaluation of Proposals
5. Award Criteria
- Annex-1: Detailed Terms of Reference
- Annex-2: Confidentiality Undertaking
- Annex-3: Vendor Information Form
- Annex-4: Contractual Provisions
- Annex-5: Scoring Methodology, Detailed Technical Evaluation Criteria and Award Criteria
- Annex-6: Financial Proposal Template
- Annex-7: Self Declaration Form
- Annex-8: Statement of Conformity
- Annex-9: Statement of Copyright

Please send your technical and financial proposals in separate sealed envelopes in the Tender Box of WHO Bangladesh Country Office on or before, 14:00hrs, 10 July 2024 as detailed in the Instructions to Bidders of the RFP document (part 3).

At 14:00hrs, 30 June 2024, WHO will organize a virtual pre-bid meeting with the bidders who would send the "Intention to Bid" to WHO through e-mail (sebanprocurement@who.int) on or before 12:00hrs, 30 June 2024. WHO will share the virtual pre-bid meeting link to the bidders (who sent the "Intention to Bid" by e-mail) prior to the scheduled meeting.

Bidders shall not include the pricing information within the technical proposal and any noncompliance proposal/ bid with this instruction will lead to rejection of the proposal.

Please note that "THE WORLD HEALTH ORGANIZATION (WHO) DOES NOT ENTERTAIN ANY OVERHEAD/ADMINISTRATIVE COSTS WHATSOEVER OF THE BIDDERS FOR THE IMPLEMENTATION OF PROPOSED TECHNICAL WORK. THEREFORE, NO SUCH OVERHEAD/ADMINISTRATIVE COSTS SHOULD BE INCLUDED IN THE BIDS. Use of WHO emblem/logo in bidder's bid/proposal can also lead to rejection of that bid/proposal.

This letter including annexes is not to be construed in any way as an offer to contract with your company.

Thank you,

Yours sincerely,

Thinlay Dey
WHO Administrative Officer



... Encl.: as stated above



Piloting antimicrobial stewardship in different tiers of hospitals in two districts of Bangladesh to reduce antimicrobial use in healthcare facilities

Request for Proposals (RFP)

Bid Reference

RFP/BAN/2024/025

Country/Unit Name

BAN HS

Closing Date:

[Closing: 14.00 hours, 10 July 2024]

Virtual Pre-bid meeting: 14.00 hours, 30 June 2024]



The World Health Organization (WHO) is seeking offers for **piloting antimicrobial stewardship in different tiers of hospitals in two districts of Bangladesh to reduce antimicrobial use in healthcare facilities.**

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 piloting antimicrobial stewardship in different tiers of hospitals in two districts of Bangladesh to reduce antimicrobial use in healthcare facilities .

See detailed Terms of Reference in Annex 1 for complete information.

The successful bidder shall be a ☒ for profit / ☒ not for profit institution operating in the field of public health with proven expertise in health related project implementation and conducting assessments in healthcare facilities.

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

Mandatory experience:

- At least 5 years' proven experience in the field of public health project implementation and research/assessment/analysis for at least 5 years
- Having experienced of concluding at least 1 work with WHO, other international organizations and/or major institutions in the field of Communicable diseases/AMR/hospital strengthening/IPC

Desirable experience:

- Having experience of concluding at least 1 contract/assignments on antimicrobial stewardship implementation in healthcare facilities of different tiers in Bangladesh.
- Having sound **Quality assurance procedure including project monitoring and evaluation and internal oversight teams**

Staffing:

The following staffs will be essential for the activities. Other relevant staffs may be necessary.

1. Team Leader/Project Manager

- Having at least master's in public health or relevant subject
- Minimum 05 years' experience in in the field of communicable diseases containment/hospital strengthening/health system strengthening
- Have conducted at least 2 assignments/projects as team lead
- Have experience in conducting at least 2 public health implementation projects
- Experience with Antimicrobial Stewardship related activities is desirable

2. Pharmacist:

- Bachelor's or Master's degree in Pharmacy.
- Minimum 03 years working as a clinical pharmacist in a hospital setting or public health implementation related projects.
- Proficiency in analyzing antimicrobial use data and familiarity with government health system.

3. Project physician (for training, regular monitoring and feedback):

- MBBS degree. Post-graduation degree in public health or medicine related subjects.
- Minimum 03 years of experience in infectious disease related projects



Country/Unit Name BAN HS

- Experience in AMR/AMS related activities
- 4. Project Nurse (for regular monitoring)
 - B.Sc in nursing
 - Minimum 03 years of experience in public health
- 5. Clinical Microbiologist:
 - MBBS degree and relevant post-graduation (microbiology)
 - Minimum 5 years of experience with AMR related activities
- 6. Data analyst/statistician:
 - Bachelor's or Master's degree in Statistics, Data Science, or a related field.
 - Minimum 3 years of experience in data analysis related to communicable diseases/AMR assessments
- 7. Other staffs as required

(Please attach resume of the proposed experts with the relevant information)

However, to complete the activities as per the TOR and to submit the deliverables mentioned in this RFP, the organization may wish to include more team members in this project. In that case, please attach a brief CV of the each of the team member within a maximum of 2 pages which includes a description of team members' roles for this project, qualifications and experience relevant to the work.

The bidder is expected to follow the instructions set forth below in the submission of their proposal to WHO.

2. Proposal

The proposal and all correspondence and documents relating thereto shall be prepared and submitted in the English language.

The proposal shall be concisely presented and structured to include the following information:

- **Confidentiality Undertaking (please complete Annex 2)**
- **Presentation of your Company / Institution (please complete Annex 3,** including organizational capacity, resources, experience including list of recent or ongoing work/LTA of similar nature and magnitude, client bases (list of customers), references of major clients or letter of appreciation/work completion certificates etc)
- **Work Approach and understanding:** Bidder's proposal will reflect their understanding of service/work in terms of requirements, objective, inputs, scope of work, output/deliverables, results, and key performance indicators as outlined in the RFP.
- **Proposed Methodology:** Bidders should indicate how they would implement the contract with WHO to perform in structured process in conformity of RFP, vulnerability and adaptation assessment if awarded with the contract.
- **Implementation plan:** Bidders should indicate work schedule, task's description, roles and responsibilities of key personnel, risks associated with the assignment and minimization, communication plan if awarded with the contract.
- **Financial proposal** – the bidder shall quote a price in the template provided in annex-6 in a separate sealed envelope. There shall be no reflections of the financial quotes/inputs in the technical proposal and noncompliance with this requirement shall lead to the rejection of the bid
- **Joint Proposal:** Two or more entities may form a consortium and submit a joint proposal offering to jointly undertake the work. Such a proposal must be submitted in the name of one member of the consortium - hereinafter the "lead organization". The lead organization will be responsible for undertaking all



negotiations and discussions with, and be the main point of contact for, WHO. The lead organization and each member of the consortium will be jointly and severally responsible for the proper performance of the contract.

- Submission of Legal entity of the bidder, up to date TIN certificate, signed statement of conformity for no pending criminal /civil lawsuit, not declared “Bankrupt/Ineligible/Banned”, no pending major lawsuits and litigations, not received any sanctioned by any UN Agencies, or diplomatic missions.
- Submission of Confidentiality Undertaking.
- Submission of Vendor Information Form/ Presentation of the company
- Annexes 2 & 3, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.

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

3. Instructions to Bidders

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

A prospective bidder requiring clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than 1 July 2024.

WHO Bangladesh office will organize this virtual Prebid meeting at 14:00 hours, on **30 June 2024** with the bidders who would send their “Intention to bid” to WHO through email within 12:00hrs, 30 June 2024. WHO will share the meeting link to the interested bidders by 13:00 hours, on 30 June 2024:

Email for submissions of all queries: sebanprocurement@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 **10 July 2024 at 14:00 hours Dhaka time** (“the closing date” deposit by hand delivery or courier in separate sealed envelopes in tender boxes of WHO Bangladesh at following address.

WHO Bangladesh Country Office at House No. 1.A, Road-8, Gulshan-1, Dhaka-1212.

(use Bid reference in subject line)

To be complete, a proposal shall include:

- A technical proposal, in separate sealed envelope as described under part 2 above, labelled as Technical Proposal for Piloting antimicrobial stewardship.
The Technical Proposal shall be separated from Financial Proposal and **No financial information shall be indicated in the Technical Proposals, noncompliance to which will lead to rejection of the bid.**
 - A financial proposal in a separate sealed envelope, as described under part 2 above labelled as Financial Proposal for Piloting antimicrobial stewardship.
1. Annexes 2 & 3, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.



Each proposal shall be marked Ref: RFP/BAN/2024/025 .

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

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

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

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

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

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

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

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

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

4. Evaluation

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

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

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



The technical evaluation of the proposals will include:

Expertise, Organizational Capacity and Experience	120 of 700
Methodology, Understanding/Quality of the overall proposal with Proposed timeframe for the project	330 of 700
Qualifications and competence of the personnel proposed for the assignment	250 of 700
Proposed timeframe for the project	
TOTAL	700

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 [490] 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:

1. Award the contract to a bidder of its choice, even if its bid is not the lowest;
2. 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;



Country/Unit Name BAN HS

3. 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;
4. 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;
5. 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,
Thinlay Dorji

**Annexes**

1. Detailed Terms of Reference
2. Confidentiality Undertaking
3. Vendor Information Form
1. Contractual provisions
2. Annex 5: Detailed evaluation criteria
3. Annex 6 Financial Proposal Template
4. Annex 7: Self Declaration Form
5. Annex 8: Statement of Conformity
6. Annex 9: Statement of Copyright



Annex 1: Detailed Terms of Reference

1. Purpose of the APW

The purpose of this APW is to pilot antimicrobial stewardship interventions in selected healthcare facilities in two districts of Bangladesh for six months to reduce antimicrobial use and combat antimicrobial resistance.

Specific Objectives:

- To assess the current antimicrobial prescribing practices in primary, secondary, and tertiary healthcare facilities in the selected districts.
- To implement evidence-based antimicrobial stewardship interventions tailored to the needs of each healthcare facility.
- To evaluate the impact of antimicrobial stewardship interventions on antimicrobial use.
- To strengthen AMS capacity within healthcare facilities through education, training, and establishment of antimicrobial stewardship committees.

2. Background

Antimicrobial resistance (AMR) is a multifaceted global health challenge that transcends geographical boundaries and affects populations worldwide. In recent decades, the misuse and overuse of antimicrobial agents have accelerated the emergence and spread of resistant pathogens, undermining the effectiveness of antimicrobial treatment, and threatening public health. The World Health Organization (WHO) has identified AMR as one of the most significant threats to global health, with serious implications for patient outcomes, healthcare costs, and healthcare delivery systems.

The emergence of antimicrobial resistance is driven by various factors, including the widespread use of antimicrobials in human and animal health and agriculture. In healthcare settings, antimicrobials are commonly prescribed for the treatment of bacterial infections, but inappropriate prescribing practices, inadequate infection prevention and control measures, and patient demand contribute to the selection and dissemination of resistant bacteria. In agriculture, antimicrobials are used for disease prevention and growth promotion in livestock and poultry, leading to the emergence of resistant pathogens that can spread through food chains and environmental contamination.

To address the growing threat of AMR, the WHO developed the Global Action Plan on Antimicrobial Resistance, which provides a comprehensive framework for countries to combat AMR through multi-sectoral collaboration and coordinated action. The Global Action Plan outlines five strategic objectives, including improving awareness and understanding of AMR, strengthening surveillance and research on AMR, reducing the incidence of infection through effective sanitation, hygiene, and infection prevention measures, optimizing the use of antimicrobial medicines in human and animal health, and increasing investment in the development of new antimicrobial medicines, vaccines, and diagnostic tools. Bangladesh has recently endorsed its updated strategy on AMR called "National Strategy and Action Plan for Antimicrobial Resistance Containment in Bangladesh". This national strategic action plan (2023-2028) has eight objectives and relevant activities. It has also identified the stakeholders responsible for those activities.

One key strategy outlined in the Global action plan and National AMR strategy of Bangladesh is the implementation of antimicrobial stewardship (AMS) programs in healthcare facilities to promote responsible antimicrobial use and preserve the effectiveness of existing antimicrobials. AMS programs involve a range of interventions, including antimicrobial prescribing guidelines, education, and training for healthcare providers, prescription auditing, antimicrobial stewardship committees, and surveillance systems to monitor antimicrobial use and resistance patterns.

Despite the recognized benefits of AMS programs, their implementation remains limited in many healthcare settings, particularly in low- and middle-income countries (LMICs), where resources and infrastructure may be inadequate to support comprehensive AMS activities. Barriers to implementation may include limited awareness of



AMR among healthcare providers and policymakers, insufficient funding and resources, and competing priorities within healthcare systems.

In Bangladesh, a densely populated country in South Asia, the burden of AMR is particularly pronounced, with high rates of resistance reported across various pathogens, including *Escherichia coli*, *Klebsiella pneumoniae*, and *Salmonella* species. In response to this challenge, Bangladesh has developed policy documents and established the national committees on AMR to coordinate efforts to combat AMR nationally. However, there remains a gap in translating national policies and guidelines into actionable interventions at the healthcare facility level, particularly in areas where the burden of infectious diseases is high and access to quality healthcare is limited.

In light of these challenges, evidence-based strategies are urgently needed to promote the adoption of AMS programs in diverse healthcare settings. Piloting AMS interventions in two districts in Bangladesh will provide valuable insights into the feasibility and effectiveness of different AMS approaches and inform future scale-up efforts. By strengthening AMS capacity at the healthcare facility level, Bangladesh can enhance its ability to combat AMR and safeguard the effectiveness of antimicrobial treatment for future generations.

3. Planned timelines (subject to confirmation)

Start date: 01/08/2024

End date: 31/03/2025

Total duration: 242 days / 8 months

4. Requirements - Work to be performed

1. Selection of Healthcare Facilities:

Two districts will be selected based on criteria such as geographical diversity, healthcare infrastructure, and burden of antimicrobial resistance. WHO Bangladesh and the Government of Bangladesh may provide directives on finalizing the districts.

Within each district, one primary care hospital, one secondary hospital, and one tertiary hospital will be identified for participation in the pilot project.

The governance structure in each facility will be activated and/or strengthened and will inform the roadmap for implementing AMS in the facility. Regular meeting will be supported in implementing and monitoring AMS activities.

2. Adaptation of National Antimicrobial Stewardship Guidelines:

The National Antimicrobial Stewardship Guidelines of Bangladesh (which is in the finalization state and being developed by CDC, DGHS) will serve as the foundation for developing and implementing antimicrobial stewardship interventions.

The guidelines may be reviewed and adapted to suit the specific context and needs of the selected healthcare facilities.

3. Baseline Assessment:

A baseline assessment of antimicrobial prescribing practices will be conducted in each participating healthcare facility. The facility will conduct a situational analysis and SWOT analysis to identify key priority interventions.

Following the 'WHO Methodology for Point Prevalence Survey on Antibiotic Use in Hospitals', information on prescribing practices of antimicrobials and other information relevant to treating and managing infectious diseases in hospitalized patients.

4. Development of Antimicrobial Stewardship Interventions:

Based on the baseline assessment findings and the national Antimicrobial Stewardship Guidelines, tailored interventions will be developed for each healthcare facility. Tools may be adapted from the national guidelines or developed as necessary.

5. Implementation of Antimicrobial Stewardship Interventions:

Antimicrobial stewardship interventions will be implemented in each participating healthcare facility. Interventions may include developing antimicrobial prescribing protocols (adaptation of national guidelines and international standards), implementing antimicrobial stewardship committees, prescription audits, advocating for IPC system strengthening, providing education and training for healthcare providers, printing awareness materials for AMS- IPC and establishing an antimicrobial record system if it is unavailable.

To ensure sustainability, key stakeholders, including healthcare providers, hospital administrators, and pharmacy staff, will be engaged throughout the implementation process.

6. Monitoring and Evaluation:

The impact of antimicrobial stewardship interventions will be evaluated through ongoing monitoring and end-evaluation activities. Like the baseline assessment, an assessment will need to be done at the end of the project. Indicators such as antimicrobial prescribing rates and adherence to prescribing guidelines should be assessed regularly. Feedback mechanisms will be established to solicit stakeholder input and identify areas for improvement.



7. Dissemination of Findings:

Findings from the pilot project will be disseminated through a national level stakeholder workshop and a policy brief. Lessons learned, and best practices identified during the implementation process will be shared with relevant stakeholders to inform future AMS efforts in Bangladesh and beyond. It is also important to publish the findings in a reputed peer reviewed journal to increase the reach of the results of this piloting.

8. Sustainability and Scale-Up:

In collaboration with national and local stakeholders, strategies for sustaining and scaling up AMS interventions beyond the pilot phase will be explored.

To ensure the long-term success of AMS programs in Bangladesh, capacity-building initiatives, advocacy efforts, and resource mobilization activities will be undertaken.

5. Requirements - Planning

According to the above-mentioned activities, the following timeline will be followed for planning purposes.

Activity	Timeline
Countersigned Contract	1 August 2024
Inception report	15 August 2024
Baseline assessment report submission, interventions finalization and initiating piloting through those interventions	01 September 2024
Piloting end and final assessment done	15 March 2025
Technical report submission and dissemination	31 March 2025

6. Inputs

The Technical / Medical Officer indicate the contribution that the beneficiary will make to produce the Outputs.

7. Activity Coordination & Reporting

Technical Officer:	Dr Aninda Rahman, National Professional Officer- AMR	Email:	sebanregistry@who.int
For the purpose of:	Technical supervision and instructions - Reporting		
Administrative Officer:	Mr Thinlay Dorji, WHO Administrative Officer	Email:	sebanregistry@who.int
For the purpose of:	Contractual and financial management of the contract		

8. Place of assignment

The project will be conducted in two districts of Bangladesh. Finalizing the selection of districts will require discussion with Directorate General of Health Services and WHO Bangladesh.



Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of NAME OF DEPARTMENT, has access to certain information relating to TOPIC 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 "NAME OF PROJECT" ("the Purpose"), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
 1. was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
 2. was in the public domain at the time of disclosure by or for WHO to the Undersigned;
 3. becomes part of the public domain through no fault of the Undersigned; or
 4. 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).
5. 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.
6. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
7. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
8. 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.
9. 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:**

*If available – Refer to WHO website for registration process**

Legal Company Name:

(Not trade name or DBA name)

Company Contact:**Address:****City:****State:****Country:****Zip:****Telephone Number:****Fax Number:****Email Address:****Company Website:****Corporate information:****Company mission statement**

Service commitment to customers and measurements used
(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/>



Annex 4: Contractual Provisions

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

1. **Compliance with WHO Codes and Policies.** By entering into the Contract, the Contractor acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, the Contractor shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other natural or legal persons engaged or otherwise utilized to perform any services under the Contract.

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



Annex 5: Template for technical proposal and detailed technical evaluation criteria

WHO shall determine the qualification of the bidders in terms of Legal Entity and Eligibility for the RFP on “PASS/FAIL (YES/NO)” basis as per the qualification criteria detailed under Table below. If bidder(s) fails to pass the following qualification questions, they will not be considered for next step e.g. evaluation of bids/quotations as per the detailed weighted evaluation criteria and scoring matrix stage.

“PASS/FAIL (YES/NO)” – Questions

Requirement	Qualification Criteria	Supporting Documents to be provided by the bidder	YES/NO
Registered as Supplier with relevant Government entity in Bangladesh	Legal entity of the bidder	Copies of up to date Trade license	
At least 5 years proven experience in the field of public health project implementation and research/assessment/analysis	Total relevant Experience		
Having experienced of concluding at least 1 work with WHO, other international organizations and / or major institutions in the field of Communicable diseases/AMR/ hospital strengthening/ IPC	Experience with international organizations	Work completion certificate/ report/ link to report/ related contracts from any procurement entity to prove the experiences	
iv. Past performance of the bidder(s) with WHO is satisfactory and without any internal limitation/restrictions for future contracts by WHO (applicable only for bidders who had performed/is performing for WHO under any contract with WHO Bangladesh).	Eligibility of the bidder	a. internal review report (of WHO-bidders are not required to submit any documents).	
Compliant with the Tax and VAT rules by fulfilling bidder's obligations to pay taxes and VAT under the relevant national regulations of the Country in operating its business.	Taxation Obligations	VAT registration and TIN certificate	
The bidder has met the requirements of self-declarations applicable to private and public companies.	Eligibility of the Bidder	Signed Self Declaration Form Signed Statement of Conformity	
No pending Criminal/Civil lawsuits against the bidder's company/firm			
The bidder's company/firm is not declared “Bankrupt/Ineligible/Banned” by any of the court in the country			
There is no pending major lawsuits and litigations against the bidder's company/firm in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institution/company			
The bidder's company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country			

Detailed Evaluation and selection guidelines and matrix of Proposals:

Bidders are required to read the specification, requirements, specific quality questions, and selection criteria, weighted methodology, evaluation criteria, scoring and prices schedule/template, as outlined in this RFP document in order to submit a substantial/complete bid. Your bid submission with required information, proof and supporting documents/evidence are expected to provide WHO the details of the information WHO requires and ultimately, contribute to assess/carry out proper



evaluation of your capability in providing the required services. The basics of the evaluation and awarding processes are provided below.

Award, Scoring and Weighted System/Methodology:

5.1. The bid of “the highest overall Technical and Financial scores” of 1,000 points will be awarded.

5.2 Score/Point distributed as per the Weighting matrix in Part of 4 of this RFP: 700 points for Technical Proposal and 300 points for the Financial Proposal.

5.3 Scoring and Weighting System:

The weighted scale, weight, weighted evaluation criteria and points/scores for each criteria/sub-criterion under Technical Evaluation with total points (700) are provided below:

5.3.1 Scoring Scales/Methodology - Overall

0	Non-compliant, fails to satisfy specified requirements.
40%	Marginally acceptable evidence of ability to support contract requirements
70%	Satisfactory evidence of ability to support contract requirements
90%	Good evidence of ability to exceed contract requirements
100%	Excellent evidence of ability to exceed contract requirements

5.4 Detail Evaluation Criteria

5.4.1 Minimum 70% score of total technical points (700) to become technically responsive.

5.4.2 Detail evaluation criteria with points/scores of each of the three categories are given below:

Detailed evaluation criteria:

A. Experience of the firm (120)

A. 1	General Organizational Capability/strength: 30 points (A summary of information needs to be provided as per the format in Annex) <ul style="list-style-type: none"> Management structure of the firm (Organizational organogram): 10 points Established policy, manual and financial/administrative rules in place: 10 points Last two years audit reports reflecting sound financial capacity of the bidders: 10 points
A. 2	Relevant background: 50 points Experience of with antimicrobial stewardship implementation projects in healthcare facilities of different tiers in Bangladesh (50 points) <ul style="list-style-type: none"> 2 projects and more: 50 points 1 project: 35 points No projects: 0 point
A. 3	Quality assurance procedure including project monitoring and evaluation and internal oversight teams: 40 points <ul style="list-style-type: none"> Proposed organogram for the assignment under this RFP: 10 points Quality assurance/Quality control plan: 15 points Monitoring plan of the activities 15 points

B. Proposed Methodology, Approach and Implementation Plan: 330 points

B. 1	Understanding of the assignment (include background, rationale, objective, scope of work, and expected output i.e., the level of understanding on the assignment requirements as outlined under the RFP): 100 points
B.2	The work methodology and feasibility (include adaptation of AMS guideline, baseline assessment, stewardship interventions, monitoring, evaluations and end assessment): 150 points



B. 3	The work plan (include work schedule, task's description, roles and responsibilities of key personnel, risks associated with the assignment and minimization, communication plan): 80 points
-------------	--

C. Management Structure and Key Personnel: 250 points

C. 1	Team Leader: 100 points A summary of information needs to be provided as per the format in in the CV- Annex)
	- Educational Background (Master's in Public Health or allied subject from a reputed university) : 15 points <ul style="list-style-type: none"> • Master's in public health or allied subject: 15 points • Others: 0 points
	- Number of years of experience in the field of communicable diseases containment/hospital strengthening/health system strengthening: 25 points <ul style="list-style-type: none"> • 5 years and above: 25 points • 4 years: 23 points • 3 years: 17.5 points • 2 years : 12 points • 1 year and below: 0 points
	Previous work with antimicrobial stewardship implementation: 40 points <ul style="list-style-type: none"> • 4 hospitals or more: 40 points • 3 hospitals: 45 points • 2 hospitals: 35 points • No experience: 0 points
	Number of assignments completed as Team Lead: 20 points <ul style="list-style-type: none"> • 4 assignments: 20 points • 3 assignments: 18 points • 2 assignments: 14 points • 1 assignment: 8 points • No assignment: 0 points

C. 2	Pharmacist: 50 points A summary of information need to be provided as per the format in in the CV- Annex)
	- Educational Background: 30 points <ul style="list-style-type: none"> • Master's degree in Pharmacy: 30 points • Only bachelor's degree in pharmacy: 21 points • Others = 0 points
	- Number of years of experience in working as a clinical pharmacist in a hospital setting or public health implementation related projects: 20 points <ul style="list-style-type: none"> • 5 years: 20 points • 4 years: 18 points • 3 years: 14 points • 2 years: 12 points • 1 year and below: 0 points

C. 3	Clinical Microbiologist: 50 points (A summary of information need to be provided as per the format in Annex)
	Educational Background: 15 points <ul style="list-style-type: none"> • Post-graduation in microbiology and MBBS degree= 15 points • Others = 0 points
	Number of years of experience in AMR related activities:35 points <ul style="list-style-type: none"> • 5 years and above: 35 points • 4 years: 31.5 points



Country/Unit Name BAN HS

	<ul style="list-style-type: none"> • 3 years: 24.5 points • 2 years: 14 points • 1 year or below: 0 points
--	---

C. 4	Data analyst/Statistician: 50 points (A summary of information needs to be provided as per the format in Annex)
	Educational Background: 20 points <ul style="list-style-type: none"> • Masters degree in Statistics, Data Science, or a related field = 20 points • Bachelors degree in Statistics, Data Science, or a related field = 10 points • Others = 0 points
	Number of years of experience in in data analysis related to communicable diseases/AMR assessments: 30 points <ul style="list-style-type: none"> • 5 years and above: 30 points • 4 years: 27 points • 3 years: 21 points • 2 years: 12 points • 1 year or below: 0 points

Financial Scoring and Weighting System:

During the Financial Evaluation, the price proposal of all bidders who have passed the Technical Evaluation will be compared according to the following scoring and weighting system.

Based on the formula provided below, all qualified technical proposals will be scored out of 300 points. The maximum points (300) will be assigned to the lowest financial proposal. All other proposals received points according to the following formula:

$$p = y (\mu/z)$$

Where:

- p = points for the financial proposal being evaluated.
- y = maximum number of points for the financial proposal;
- μ = price of the lowest-priced proposal.
- z = price of the proposal being evaluated

**Annex-6****Financial proposal in BDT** (TO BE SUBMITTED IN SEPARATE ENVELOP THAN TECHNICAL PROPOSAL)

(No information related to the financial costs of this work should be contained in the technical proposal.)

The financial proposal must be supported by a separate breakdown of overall price of all the given line items as per table below as given in the example below:

Breakdown of Overall Price (in BDT)					
#	Activity/Deliverable-1	Role	Day Rate	Proposed days of work	Total Cost
1.	Expert Services costs including key expert and other related staff to be engaged for the work				
2.	Field work related expenses (Travel cost for field Visit etc.)				
3.	Project related Expenses (Planning, consultative meetings, workshops, data collection, report preparation etc.)				
4.	Printing Cost				
5.	Other costs if any (Please specify)				
	Total Cost				
	VAT				
	Total cost with VAT				

Breakdown of Overall Price (in BDT)					
#	Activity//Deliverable -2	Role	Day Rate	Proposed days of work	Total Cost
1.	Expert Services costs including key expert and other related staff to be engaged for the work				
2.	Field work related expenses (Travel cost for field Visit etc.)				
3.	Project related Expenses (Planning, Consultative meetings, workshops, data collection, report preparation etc.)				
4	Printing Cost				
5.	Other costs if any (Please specify)				
	Total Cost				
	VAT				
	Total cost with VAT				

Breakdown of Overall Price (in BDT)					
#	Activity//Deliverable -3	Role	Day Rate	Proposed days of work	Total Cost
1.	Expert Services costs including key expert and other related staff to be engaged for the work				
2.	Field work related expenses (Travel cost for field Visit etc.)				



Country/Unit Name BAN HS

3.	Project related Expenses (Planning, Consultative meetings, workshops, data collection, report preparation etc.)				
4	Printing Cost				
5.	Other costs if any (Please specify)				
	Total Cost				
	VAT				
	Total cost with VAT				

*VAT: WHO will take into account of payment of the VAT amount (No AIT) on total quoted cost provided that the Supplier submits to WHO, along with the final invoice/bills: (i) Mushak 6.3 of National Board of Revenue (NBR), Government of Bangladesh as per prescribed format to be provided by WHO (ii) Online Treasury Challan of deposited amount in favour of WHO (with details of WHO Purchase Order/Contract Number, Date etc as per prescribed format to be provided by WHO) (iii) other relevant documents if requires by NBR.

-Contract will be issued without the VAT and contractual partner supplier will be sole responsible for payment of VAT.

- WHO is exempted for payment of AIT and hence, bidder shall not include AIT in the quotation.

In Word:

Important Note:

THE WORLD HEALTH ORGANIZATION (WHO) DOES NOT ENTERTAIN ANY OVERHEAD/ ADMINISTRATIVE COSTS WHATSOEVER OF THE BIDDERS FOR THE IMPLEMENTATION OF PROPOSED TECHNICAL WORK. THEREFORE, NO SUCH OVERHEAD/ ADMINISTRATIVE COSTS SHOULD BE INCLUDED IN THE BIDS.

Signature of the Bidder with the date and rubber stamp:

Name:

Date:

**Annex 7: Self Declaration Form****Applicable to private and public companies**

<COMPANY> (the "Company") hereby declares to the World Health Organization (WHO) that:

1. it is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning the foregoing matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
2. it is solvent and, in a position, to continue doing business for the period stipulated in the contract after contract signature, if awarded a contract by WHO;
3. it or persons having powers of representation, decision making or control over the Company have not been convicted of an offence concerning their professional conduct by a final judgment;
4. it or persons having powers of representation, decision making or control over the Company have not been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour, human trafficking or any other illegal activity;
5. it is in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legislation or regulations of the country in which the Company is established;
6. it is not subject to an administrative penalty for misrepresenting any information required as a condition of participation in a procurement procedure or failing to supply such information;
7. it has declared to WHO any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
8. it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof;
9. it adheres to the UN Supplier Code of Conduct;
10. it has zero tolerance for sexual exploitation and abuse and has appropriate procedures in place to prevent and respond to sexual exploitation and abuse.

The Company understands that a false statement or failure to disclose any relevant information which may impact upon WHO's decision to award a contract may result in the disqualification of the Company from the bidding exercise and/or the withdrawal of any proposal of a contract with WHO. Furthermore, in case a contract has already been awarded, WHO shall be entitled to rescind the contract with immediate effect, in addition to any other remedies which WHO may have by contract or by law.

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

**Annex: 8**

Date:

To
Administrative Officer
WHO Bangladesh

Statement of Conformity

1. No pending Criminal/Civil lawsuits against our company/firm.
2. Our company/firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country.
3. There is no pending major lawsuits and litigations against our company/firm in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institution/company.
4. Our company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country.

Signature

Name of the Company

Official Stamp

**Annex 9- Statement of Copyright**

The Contractor warrants and represents to WHO as follows:

1. The deliverables including master copy with source codes and contents shall meet the specifications called for in the Contract and shall be fully adequate to meet their intended purpose for the entire duration. The Contractor furthermore warrants that the deliverables shall be complete and error-free.
2. There shall remain no bifurcation or hidden codes or contents or materials that may come up after the completion of the delivery, for which WHO may or may not be required to pay.
3. The Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least one year after completion of the work. It is agreed, however, that errors and other defects which have been caused by modifications to the deliverables made by WHO without agreement of the Contractor are not covered by this paragraph.
4. The Contractor shall not use, supply, provide or disseminate source codes or contents or materials delivered to WHO for the purpose of this work of WHO to other parties/entities at cost or no cost.
5. The deliverables including master copy with source codes and contents shall, to the extent they are not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of the Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables (including, but not limited to, master copy source codes and contents, licenses for WHO to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based so as to permit WHO to fully exercise its rights in the deliverables without any obligation on WHO's part to make any additional payments whatsoever to any party.
6. The deliverables master copy with source code and content developed shall be delivered to WHO after completion of project.
7. The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and shall be delivered to WHO free and clear of any and all liens, claims, charges, security interests and any other encumbrances of any nature whatsoever.
8. The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whomsoever.
9. Except as otherwise explicitly provided in the Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to WHO, to perform its obligations hereunder.
10. The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.
11. Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this



paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of the Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.

12. The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of the Contract.

13. The Contractor may not communicate at any time to any other person, Government or authority external to WHO, any information known to it by reason of its association with WHO which has not been made public except with the authorization of WHO; nor shall the Contractor at any time use such information to private advantage.

Signature, Name of the Company & Official Stamp