



In reply please

refer to :

RFP/BAN/2022/026

Prospective bidder

Your reference:

12 September 2022

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for rendering Managed Print Service including supply of papers, necessary printing consumables and accessories to support WHO Bangladesh Country Office and WHO Sub-offices under Long Term Agreement.

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: Detailed Evaluation and Selection Criteria/Guidelines, Scoring Matrix

Annex-6: Financial Proposal Template

Annex 7: Self Declaration Form

Annex 8: Bidder's Statement of Conformity

Annex 9: Statement of Copyright

Please submit your technical and financial proposals in separate sealed envelopes in the Tender Box kept in the reception of WHO Bangladesh office on or before 14:00hrs, 27 September 2022 as detailed in the Instructions to Bidders of the RFP document (part 3).

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. Use of WHO emblem/logo in bidder's bid/proposal can also lead to rejection of that bid/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.

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

Thank you,

Yours sincerely,

Thinlay Dorji
WHO Administrative Officer

... Encl.: as stated above



**World Health
Organization**

**To enter into a contract/Long Term Agreement Provision for the delivery of
Managed Print Service (with scan and photocopy) including all printing consumables
considering paper for WHO Bangladesh Country Office and Sub**

Request for Proposals (RFP)

Bid Reference

RFP/BAN/2022/026

Country/Unit Name

ADM-WCO BAN

Closing Date:

[27 September 2022

Virutal Pre-bid meeting time: 14:00hrs, 18 September 2022]



The World Health Organization (WHO) is seeking offers for entering into a Long Term Agreement (LTA) for providing Managed Print Service including supply of necessary printing consumables and accessories including paper to support WHO Bangladesh Country Office and WHO Sub-offices for a duration of 2 years. 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 Managed Print Service (with scan and photocopy facilities) including supply of all printing consumables, accessories and paper for WHO Bangladesh, located at House No. SW(I) 1/A, Road: 8, Gulshan 1, Dhaka 1212, Dhaka in Bangladesh with other offices inside Dhaka City and Coxs bazar under Long Term Agreement. The Service provider will provide the following:

- Provide managed Print, Scan and Photocopy service and also manage existing printers and photocopiers of WHO Bangladesh Office.
- Supply of all relevant consumables, accessories (Toners/Cartridges, parts etc.) and paper (any size) as required.
- Onsite support staff to facilitate printing, photocopying and scanning operations and troubleshooting technicians to support WHO Main office personnel's print, photocopy and scan services.
- Provide external/internal bulk quantity printing and photocopying service with per page wise cost.
- The provider may acquire the existing printers, photocopiers of WHO and provide managed print service.

Pre-bid meeting required for the bidders/Vendors to understand current Printing, photocopying and scanning situation of WHO .

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 Managed Print Services with proven expertise in providing Printer, Photocopiers maintenances service and support. The vendor must have strong organizational capacity inside and outside Dhaka Metropolitan area.

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

General Mandatory Competency

- Legally entitled to run/operate the Company/Firm for the purpose of the required services/business under this RFP with a valid Bank Account (of the scheduled Banks of Bangladesh) as per the applicable rules for companies including but not limited as per the applicable rules for companies including but not limited to CDVAT, trade license/certificate of incorporation, TIN, up to date TAX/VAT clearance certificates etc. in the country. WHO shall disqualify bidders during initial scrutiny if the required information and supporting documents are not provided with the technical proposal.
- There are no pending Criminal/Civil lawsuits against the organization / institution.
- Not declared "Bankrupt/Ineligible/Banned" by any of the court in the country.
- There are no pending major lawsuits and litigation in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institute/Company.



- 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 (they bidder) are found to have not asked rates/costs as per the applicable local rates and costs for the expert (technical) of the desired work. WHO has its own parameter in determining the applicable local rates and costs for experts and general staff.
- 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).
- **Established office set up with:**
 - Effective mechanism to ensure and monitor services on demand with standard and emergency onsite timelines.
 - The vendor has established offices with equipment, machineries technical set ups and other resources (own transport for running the support efficiently).
 - Capacity/mechanism to attend and respond to inquiries/urgent service requests on 24/7 basis (24 hours a day, 7 days a week).
 - Onsite technical person to provide Managed meeting support service.
 - Arrangement of all kind of IT accessories required to ensure smooth Managed Meeting Service.

Documentary requirements: please provide office organogram, precise information on the office set up (size of infrastructure whether own or rented etc.), list of capital items including vehicles etc), location, address, no. of employee, management structure for both sales and technical sections with lines of supervisions/call centre structure etc and established service escalation procedures/guidelines.

Mandatory Experience:

- Demonstrated a total of minimum 5 years' experience in the Managed Print Service (On premises/ remote) or similar services including arrangement of necessary ICT accessories.
- Successfully completed at least 2 individual Contracts bearing contract value of BDT 100,000.00 at minimum of each contract for providing Managed Printing service including supply of accoriated consumables, accessories and paper in last 2 years..

Staffing: the bidders must propose a team to implement /be in charge for the implementation of the contract that has the relevant to the subject of the contract profiles, knowledge, and experience for the successful implementation of the contract, as follows:

Technical Capacity with:

The Tenderer must meet all technical requirements as stated under Technical Specifications and Requirements.

1. Adequate skilled technical staff facility to ensure smooth Managed Print Service inside Dhaka and Cox's Bazar.
2. Managed Print Service technical staff must have sufficient troubleshooting knowledge about different branded printers, photocopiers and scanners
3. Onsite Managed print assistant must have knowledge to operate all branded printers, photocopiers and some basic troubleshooting ideas.
4. The team must have good oral communication skill both in English and Benagli to support WHO's international staff.
5. The tenderer must have sufficient capacity (in house or rendal) to provide adequate supply of printer, photocopier and scanner consumables, accessories and paper.

The onsite support staff and technical person are the key staffs for WHO who will assess and or provide onsite Meeting support service to WHO with following qualification.

Key Staff/Team Lead (Technical): This person will be the Technical Team Lead/focal for WHO in both technical during the period of contract. He will lead the technical team to be assigned to WHO in managing



the technical part including installation, provisioning, configuring and administer WHO print services. S/he will represent the Company in the meetings and discussion with WHO in relation to the contract during the contact period.

- At least Diploma in CSE/EEE/ECE/Applied Physics/similar subject.
- Minimum 05 years' of experience in troubleshooting different brands printers, photocopiers.
- Documentary requirements (to be furnished with the bid): most recent CV of Technical person detailing his/her expertise, experience and educational qualifications
- Qualification of Onsite Support Staff: 70 marks

ii Onsite Support Staff (Technical):

- At least H.Sc
- Minimum 10 years' of experience in setup, maintenances and troubleshooting of different brands printers, photocopiers, scanners etc.

Documentary requirements (to be furnished with the bid): most recent CV of Technical person detailing his/her expertise, experience and educational qualifications

Desirable experience:

Particular experience of concluding at least 1 (one) Long Term Agreement (LTA) with any renowned organization for providing Managed Print Service with the supply of necessary consumables and accessories for period of minimum of 6 months in last 3 years.

Timeline:

WHO needs the desired Managed Print Service from 01 November 2022 to 31 October, 2024 (24 months) under Long Term Agreement. WHO will enter into LTA with the successful bidders, initially for 1 year from 1 November 2022 and may extend the LTA up to another year subject to satisfactory completion of the work as per the LTA and availability of fund. WHO will issue Purchase Orders/Letter of Authorization to the selected company for the required services during the term of the LTA.

Key Deliverables:

- Monthly Invoice (per page wise cost x number of paper print/photocopy)
- Supplier will manage logbook to track the number of print/photocopy and will submit the bill per paperwise cost.

Note: the cost will be calculated per page wise like below:

$$\text{Per pagewise cost} = \frac{\text{cost of paper} + \text{cost of ink} + \text{cost of spare parts} + \text{Onsite Support staff} + \text{others}}{\text{number of pages printed in a month}}$$

Note: The vendor must quote the VAT amount separately and share the invoice with Mushok and Treasury Challan when submitting the invoice.

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

Mandatory experience:



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:

- Presentation of your Company/Institution including list of current and previous contracts with value, name and contact details of purchasers with copies of work completion certificates/contracts, financial information (annual turnover, liquid asset/work capital, qualification and expertise of staff to be dedicated to this project, references (please complete Annex 2 with necessary customization to provide all required information under this sections)
- Proposed solution (How the firm effectively contribute to Managed Print Service for WHO country Office and Cox's Bazar Sub Office with supply of necessary consumables.
- Proposed Approach/Methodology (reflecting understanding of and responsiveness to WHO requirements under this RFP)
- Proposed time line
- Financial proposal – Currency – BDT

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 14:00hrs (Dhaka time), 19 September 2022; Interested bidders can join the virtual pre-bid meeting with the bidders at 14:00hrs, 18 September 2022. WHO Bangladesh office will send the virtual Pre-bid meeting link to the interested bidders, who (bidders) would send their interest to join the Pre-bid meeting through e-mail at the following address by 13:00hrs, 18 September 2022:

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 **27 September 2022 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

House No. SW(I) 1/A, Road-8, Gulshan-1, Dhaka-1212, Bangladesh

(use Bid reference in subject line)

To be complete, a proposal shall include:



- 2 copies technical proposal with Annexure-1, Annexure-4, Annexure-7 to Annexure-9 in separate sealed envelope titled as Technical Proposal for the provision of Managed Print Services;

Bidders shall not include the Pricing Information within the technical proposal and any non-compliance proposal/bid with this instruction will lead to rejection of the proposal A technical proposal, as described under part 2 above;

- A financial proposal in separate sealed envelope as per Annexure-6 with detailed budget breakdown titled as Financial Proposal for the provision of Managed Print Services;;

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/2022/026 .

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:	60 % of total evaluation
Financial Weighting:	40 % of total evaluation

The technical evaluation of the proposals will include:

Addressing of WHO's requirements and expectations	As per Annexure-5 (Technical Evaluation and selection guidelines and matrix of Proposals)
Quality of the overall proposal	As above
Experience of the firm in carrying out related project	As Above
Qualifications and competence of the personnel proposed for the assignment	As Above
Proposed timeframe for the project	As Above
TOTAL	As above

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 [420] 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;
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, AO BAN

**Annexes**

1. Detailed Terms of Reference
2. Confidentiality Undertaking
3. Vendor Information Form
4. Contractual provisions
5. Technical Evaluation and selection criteria, guidelines and matrix of Proposals
6. Price Schedule
7. Self-Declaration Form
8. Statement of Conformity
9. Statement of Copyright/Intellectual Property Right and Data ownership



Annex 1: Detailed Terms of Reference

Within the framework of the United Nations, the World Health Organization (WHO) is the controlling and coordinating body for health. It is in charge of taking the lead on issues relating to global health, creating standards and norms, articulating evidence-based policy alternatives, assisting developing nations with technical needs, and observing and analyzing health trends. The WHO has developed a business strategy made up of numerous strategic directions in order to achieve its overarching purpose, which is the attainment of the maximum level of health by all peoples.

WHO Bangladesh prefers to maintain printing services through third parties who will be fully responsible for printing, photocopying services for WHO Bangladesh. We have 3 (three) offices inside Dhaka Metropolitan area, one office in Cox's Bazar.

As per the above, WHO would like to enter into Long Term Agreement (LTA) with qualified providers of managed print services along with copying and scanning of the WHO document by deploying and using high quality Multifunctional Printers (MFP) printers (herein referred to as potential Contractual Partner e.g. CP) as per the following Scopes and Terms of References.

Objective of the work

1. To facilitate smooth and uninterrupted printing, photocopying services for WHO Bangladesh Offices.
2. Supply of highquality high-end Multifunctional Printer and related accessories and consumables including imported offset papers (80gsm or above) as per WHO requirement and specifications.

1. Purpose of the LTA

- Provide seamless printing, photocopying service for WHO Country Office staff and for the Cox's Bazar Sub office. Onsite support staff will assist who staff to receive the printing, photocopying on time and at the same time, they will provide necessary consumables, accessories and paper leated to printers, photocopiers.
- Setup and troubleshoot all printers, photocopiers and scanners as and when necessary.

2. Background

The IT team of WHO Bangladesh requires external expert support to maintain and manage print service to ensure high level of printing, photocopying and scanning facility for WHO country from selected contractual partner (hereinafter referred to as CP) and for Cox's Bazar Sub Office.

- a. Print per month: Appx. 40, 000 pages.
- b. Photocopy per month: Appx. 40, 000 pages.
- c. Scan: unlimited

3. Planned timelines (subject to confirmation)

Start date: 01/11/2022

End date: 31/10/2024

Total duration: 24 months

WHO needs the desired services under this RFP from 01 November 2022 to 31 October 2024 (24 months) under Long Term Agreement. WHO will enter into LTA with the successful bidders, initially for 1 year, tentatively from 01 November 2022 and may extend the LTA up to another year subject to satisfactory



completion of the work as per the LTA and availability of fund. WHO will issue Purchase Orders/Letter of Authorization to the selected company for the required services during the term of the LTA.

4. Requirements - Work to be performed

1. The CP will deploy high-quality robust high-end Multifunctional Printers (MPFs), mainly in WHO premises in Dhaka and Cox's Bazar offices as well as other offices inside Dhaka and Outside Dhaka on rental basis as per WHO requirement and specifications.
2. The CP will provide/assign trained and qualified Technncians who can operate and minor troubleshooting to perform the printing, photocopying and scanning jobs in the locations where the robust high-end Multifunctional Printers of the contractor is assigned by the contractors.
3. The CP will supply and keep stock of all frequently required related accessories and consumables including imported offset papers (80gsm) and accessories to run the assigned MFPs in WHO offices for at least 7 days.
4. The CP will carry out all troubleshooting of all MFPs in the site (place of assignments) by their technicians.
5. The CP will carry out routine maintenance of the all MFPs with supply of spares/consumables at their own cost/expenses. The cost in not reimbursable from WHO.
6. The CP will carry out all major repair works of the MPFs with supply of parts/spares/consumables at their own cost/expense. The cost in not reimbursable from WHO.
7. WHO will reimburse the charges of print management services on monthly basis.
8. WHO will ask the technically qualified bidders to rent out the MFPs (*including WHO as per the specifications/requirements under this RFP*) to WHO on the basis of **rate** per page for print, rate per page copy and rate per page scan as per following formula:

$$\text{Rate: Print Per page} = \frac{\text{total monthly cost of paper + inks + spare parts + Onsite Support staff + others}}{\text{number of pages printed in a month}}$$

$$\text{Rate: Copy Per page} = \frac{\text{total monthly cost of paper + inks + psare parts + Onsite Support staff + others}}{\text{number of pages Copied in a month}}$$

$$\text{Rate: Scan Per page} = \frac{\text{total monthly cost of nsite Support staff + others}}{\text{number of pages printed in a month}}$$

9. WHO will take into account of the merits of offered rates for Print/Page, Copy/Page, Scan/Page with necessary breakdown of monthly cost of Paper+Ink+Spare parts+Onliste Support Staff+others of each types of MFPs.

10. Schedule of requirements for the print, copy and scan rental services with locations.

1	Name of Office	Address	Colour MFPs 55 ppm-Auto Duplex Paper Stack: Minimum 1500 paper	Black and White MFPs 55 ppm-Auto Duplex Paper Stack: Minimum 1500 paper
1	WHO Country Office for Bangladesh	Address: House No. SW(I) 1/A, Road: 8, Gulshan 1,Dhaka 1212	3	4
2	WHE Office:	Room 104, IEDCR,DGHS	1	1
3	WHO Cox's Bazar Emergency Office:	Hotel Sea Palace Ltd., 2nd Floor, Western Plaza, Main Road, Kolatali, Cox's Bazar 4700	1	2



10. Submit certified invoices to WHO for the event along with VAT deposit documents.

Note: The vendor must reflect the VAT amount separately in their financial proposal and share the invoice with Mushok and Treasury Challan when submitting the invoice.

5. Inputs

The Technical / ICT Officer will contribute that the beneficiary will make to produce the Outputs.

6. Activity Coordination & Reporting

Technical Officer:	Sharmin Shabnam, ICT Associate, ICT, ADM	Email:	shabnams@who.int
For the purpose of:	Technical supervision and instructions - Reporting		
Administrative Officer:	Thinlay Dorji, Administrative Officer, Admin	Email:	dorjit@who.int
For the purpose of:	Contractual and financial management of the contract		

7. Place of assignment

1. WHO Country Office in Bangladesh, House No. SW(I) 1/A, Road: 8, Gulshan 1, Dhaka 1212
2. WHO Cox's Bazar Sub Office. Hotel Sea Palace, Crown Plaza 2nd floor, Cox's Bazar.



Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of BAN ADM, has access to certain information relating to RFP 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 "Provision of Managed Print, Photocopying and scanning Services for WHO Bangladesh Country Office and Sub Offices under Long Term Agreement" ("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 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 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; and (vi) 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 on Sexual Exploitation and Abuse Prevention and Response, 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 persons engaged by it 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 on Sexual Exploitation and Abuse Prevention and Response, 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



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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.



Annexure 5: Technical Evaluation and selection criteria, guidelines and matrix of Proposals

-Two-stage procedure will be followed in evaluating the proposals, with technical evaluation of the proposal being completed prior to any focus on or comparison of prices.

-The Technical proposal will be opened initially and the bids which passed preliminary examination/scrutiny process in the light of instructions to bidders will be evaluated by the concerned teams of WHO.

-During the technical evaluation process, financial envelopes will remain sealed/unopen. The financial bids of the successful bidders, whose proposal are compliant in terms of the requirements of the bid, will be considered eligible for financial evaluation.

WHO shall determine the Legal Capacity and Eligibility for the Medial Monitoring Work 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

Requirement	Qualification Criteria	Supporting Documents to be provided by the bidder	YES/NO
Registered as Supplier with Government entity in Bangladesh	Legal entity of the bidder	a. Copies of up to date Trade license	
Past performance with WHO is satisfactory and has not internally been barred by WHO for future contracts on account of their (the bidder) poor performance. (applicable only for bidders who is performing or had performed for WHO under contract with WHO Bangladesh).	Legal entity of the bidder	a. WHO will use its internal review and evaluation mechanism and formats	
Experienced in operating Printer/Printing Management business successfully for last 3 years in the Country	Mandatory Experience	a. Copies of Work completion certificate from any procurement entity to prove the experiences	
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	a. 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 (Annex-7)	
No pending Criminal/Civil lawsuits against the bidder's company/firm	Eligibility of the Bidder	Signed Statement of Conformity (Annex-8)	
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			

-Technical 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 basis of the evaluation and awarding processes are provided below.

-Award, Scoring and Weighted System/Methodology:

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

-Score/Point distributed as per the Weighting matrix in Part of 4 of this RFP: 600 points for Technical Proposal and 400 points for the Financial Proposal.

-Minimum 70% score of each Category (A, B, C) of technical proposals respectively and 70% of total technical points (600) to be obtained to qualify for the technical evaluation.

-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 (600) are provided below:

-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

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

A. Experience and Professional Background of bidder as firm/company: 200 points

A.1	<p>General organizational capability strength: <u>50</u></p> <ul style="list-style-type: none"> - Background of the firm (total experience, organizational capacity in terms of resources, facilities, equipment, logistics, ongoing projects): 20 - Business standing with a varied client base (list of services provided with client name, contact information, year of service delivery, value of order/contract during last 5 years): 15 -Management structure: Company’s functional organogram and List of Staff members: 15 points
A2	<p>Particular experience successful completion of at least 2 individual Contracts bearing contract value of BDT 100,000.00 at minimum of each contract for providing Managed Printing service including supply of accoriated consumables, accessories and paper in last 2 years: <u>100</u></p> <ul style="list-style-type: none"> -4 projects and above: 100 -3 projects: 90 -2 Projects: 70 -1 projects : 40 -No project: 0
A.3	<p>-Particular experience of concluding at least 1 (one) Long Term Agreement (LTA) with any renowned organization for providing ICT service/Managed ICT Meeting Support Service business with duration of at least 6 months in last 3 years: <u>50</u></p> <p>-No Experience: 0</p>

B. Technical Capacity for Quality Assurance Review, Complain/Risk Mitigation: 250 points



B.1	Bidder's proposed work methodology reflective of how they will achieve the Terms of References of WHO keeping in mind the appropriateness of WHO's requirement : 50
B.2	Bidder's capacity to manage WHO existing Print and Photocopy system and supply the necessary consumables including Paper to run those facilities. Bidders capacity to add new (any range) printer, photocopier and scanner to meet the current requirement of WHO: 150
B.3	Risk Management plan is adequate to mitigate the potential risks for the provision of Managed Print, Photocopy and Scan service: 50

C. Organizational Capacity (150)

C.1	<p>Qualification of Key Staff/Team Lead are: 60 point</p> <p>a. Education: 30 - At least Diploma in CSE/EEE/ECE/ICT/Applied Physics/Similar: 20 -Any Printer, photocopier, scanner troubleshooting training: 10</p> <p>b. Work experience: 30 Having experience with extensive knowledge, expertise in Managed Print, photocopy and scanning related field with at least 5 years as a team lead/leading role</p> <p>- Having 7 years' or more experience: 30 - Having 5 years' Experience: 27 - Having 4 years' or more experience: 21 - Having 2 years' of experience: 12 - Having 1 year or no experience: 0</p>
C2	<p>Qualification of Onsite Support Staff: 60 marks</p> <p>a. Education: 20 - At least H.Sc : 20</p> <p>b. Work experience: 40 Having experience with extensive knowledge, expertise in operate, support, troubleshoot any range Printer, Photocopiers and Scanners at least 10 years'</p> <p>- Having 12 years' or more experience: 40 - Having 10 years' Experience: 30 - Having 5 years' or more experience: 25 - Having 1-3 years' of experience: 15 - Having less than 1 year experience: 0</p>
C3	<p>Qualification of Sales/Administrative Focal Persons: 30 marks</p> <p>a. Education: 15 - Bachelor's Degree in any Discipline</p> <p>b. Work experience: 15 Managing customers with extensive knowledge, expertise in Managed Print, Photocopy and Scanning related service with at least 5 years:</p> <p>-Having 7 years' or more experience: 15 -Having 5-6 years' Experience: 10 -Having 3-4 years' or more experience: 7 -Having 1-2 years' of experience: 5 -Having less than 1 year experience: 0</p>

**Annex 6: Price Schedule:**

	Colour -55 ppm-Auto Duplex Paper Stack: Minimum 1500 paper	Rate per page
01	Print <i>Per pagewise cost</i> $= \frac{\text{cost of paper} + \text{cost of ink} + \text{cost of spare parts} + \text{Onsite Support staff} + \text{others}}{\text{number of pages printed in a month}}$	
2	Copy <i>Per pagewise cost</i> $= \frac{\text{cost of paper} + \text{cost of ink} + \text{cost of spare parts} + \text{Onsite Support staff} + \text{others}}{\text{number of pages copys in a month}}$	
3	Copy <i>Per pagewise cost</i> $= \frac{\text{cost of paper} + \text{cost of ink} + \text{cost of spare parts} + \text{Onsite Support staff} + \text{others}}{\text{number of pages copys in a month}}$	
	VAT % on each item	

Total requiremen of Colour: 55 ppm-Auto Duplex Paper Stack: Minimum 1500 paper

1	Name of Office	Address	Number of Floors	Qty
1	WHO Country Office for Bangladesh	Address: House No. SW(I) 1/A, Road: 8, Gulshan 1,Dhaka 1212	6	4
2	WHE Office:	Room 104, IEDCR,DGHS	1	1
3	WHO Cox's Bazar Emergency Office:	Hotel Sea Palace Ltd., 2nd Floor, Western Plaza, Main Road, Kolatali, Cox's Bazar 4700	1	2

	Colour -55 ppm-Auto Duplex Paper Stack: Minimum 1500 paper	Rate per page
01	Print <i>Per pagewise cost</i> $= \frac{\text{cost of paper} + \text{cost of ink} + \text{cost of spare parts} + \text{Onsite Support staff} + \text{others}}{\text{number of pages printed in a month}}$	
2	Copy <i>Per pagewise cost</i> $= \frac{\text{cost of paper} + \text{cost of ink} + \text{cost of spare parts} + \text{Onsite Support staff} + \text{others}}{\text{number of pages copys in a month}}$	
3	Scan $\text{Scan Per page} = \frac{\text{total monthly cost of nsite Support staff} + \text{others}}{\text{number of pages printed in a month}}$	
	VAT % on each item	

Total requiremen of Colour - Auto Duplex Paper Stack: Minimum 500 paper

1	Name of Office	Address	Number of Floors	Qty
1	WHO Country Office for Bangladesh	Address: House No. SW(I) 1/A, Road: 8, Gulshan 1,Dhaka 1212	6	3
2	WHE Office:	Room 104, IEDCR,DGHS	1	1



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3	WHO Cox's Bazar Emergency Office:	Hotel Sea Palace Ltd., 2nd Floor, Western Plaza, Main Road, Kolatali, Cox's Bazar 4700	1	1
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Quote the VAT in percentage separately (excluding the offered cost), as applicable as per the terms and conditions related to VAT is outlined below.

WHO is exempted from payment of local taxes and duties by reason of the immunity it enjoys and, therefore, any payment on this taxable account, remains the responsibility of the bidder's concern.

Suppliers registered in Bangladesh are expected to pay VAT to Government of Bangladesh as applicable by the rules of the Country and hence, they are required indicate the amount representing CDVAT separately in their bids/quotations.

Bidder shall not include any Advance Income Tax (AIT) in the VAT amount.

As per the administrative arrangements between Government of Bangladesh and WHO can get refund of the VAT paid by the Suppliers on behalf of WHO against WHO Purchase Orders provided that the supplier submits to WHO with the invoice:

(i) Mushak 11 of National Board of Revenue (NBR), Government of Bangladesh

(ii) Treasury Challan of deposited amount in favour of WHO (with details of WHO Purchase Order/Contract Number, Date etc.)

(iii) other relevant documents if requires by NBR



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