CONSULTANCY SUPPORT TO CONDUCT CAPACITY BUILDING FOLLOWED BY ENFORCEMENT PLAN IMPLEMENTATION FOR RISK-BASED FOOD INSPECTIONS (RBFI) AT DISTRICT LEVEL

Request for Proposals (RFP)

Bid Reference
RFP 087-2022

Country/Unit Name
HP/Environmental Health and Climate Change- WHO Indonesia

Closing Date:

[Wednesday, 29 June 2022 at 14:00 Jakarta time]
The World Health Organization (WHO) is seeking offers for consultancy support to conduct capacity building followed by enforcement plan implementation for risk-based food inspections (RBFI) in seven identified districts of Indonesia.

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 the following assignment. To assist the seven district governments developing their capacities on the WHO guidelines on RBFI, to be followed by an enforcement framework for regular periodic inspections in line with the agreed standard operating procedure.

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 promotion and training with proven expertise in food safety/food risk-based inspection for ready-to-eat food.

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

Mandatory experience:

- Prior experience in public health / food safety program implementation at the district level in Indonesia.
- Experience in capacity building (in Bahasa) and workshop to the food inspectors / sanitarians at the national / sub-national level
- Previous experience in data collection and analyses on public health / food safety
- Experience in conducting monitoring and evaluation

Desirable experience:

- Working with the district health office to develop technical document on specific public health / food safety related program
- Facilitating compilation and analyses of the food safety related data at the district level
- Familiarity with risk-based food safety inspection
- 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 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). This includes:
  - Company information
  - Reference contact information from previous project
  - Staffing information
- Proposed solution
A detailed technical proposal must be submitted in the bid document. The proposal shall include the proposed plan to conduct one capacity building workshop, including its preparatory technical and administrative processes; as well a detailed methodology for development of enforcement plan.

As an additional component of the project, the technical proposal should include a plan to conduct data analyses of first round of inspection conducted by each of identified district governments.

The technical proposal will describe the core methodology proposed for the management of the entire project. The proposed solution by the bidder should address all the identified components of the work to be performed. Each of the activity to undertake this activity may be elaborated clearly.

• Proposed Approach/Methodology
  The selected bidder may refer to the WHO guideline on risk-based food inspection (RFBI) and National manual on RBFI that has been developed by the MoH.

• Proposed timeline
  The overall project timeline is expected to be 5 months period (11 July – 11 December 2022). Further details can be found in the Annex 1- TOR

  The proposed timeline should be presented with the tentative date/ week and responsible persons for each outputs / activities should be determined.

• Financial proposal shall be prepared in IDR currency with clear breakdown of the budget lines for each output with adherence to standard government rate as enclosed. A proposed budget template is enclosed in the RFP document (Annex 7). The technical and financial proposal both are subject to final revision and approval after awarding the bid

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 on 20 June 2022:

   Email for submissions of all queries: seinobids@who.int
   (use Bid reference (RFP 087-2022) 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 29 June 2022 at 14:00 hours, Jakarta time (“the closing date”), as follows:
The submitted technical and financial proposals shall be in reference to the enclosed Terms of References and budget template.

The technical and financial proposals should be submitted separately in 2 emails stating in the subject the following reference number: RFP 087-2022.

Due to the current situation of COVID-19, submission of proposals can only be done electronically by email to: seinobids@who.int (including any other email address in the submission will automatically disqualify the bid)

- All information and documentation related to the technical proposal (including the attached Annex 2: “Information about Bidders”) shall be submitted to seinobids@who.int stating in the email subject “Technical Proposal - RFP 087-2022” ONLY
- All information and documentation related to the financial proposal shall be submitted to seinobids@who.int stating in the email subject “Financial Proposal - RFP 087-2022” ONLY.

PLEASE NOTE THAT ANY SUBMISSION OF TECHNICAL AND FINANCIAL PROPOSALS TOGETHER IN 1 FILE WILL BE REJECTED.

Please make sure to include the following documents to ensure your submission is complete:
- A technical proposal, as described under part 2 above and Terms of Reference in Annex 1;
- A financial proposal, as described under part 2 above and using the budget template provided in Annex 7;
- 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 Self-Declaration Form
- Legal document for operation permit in Indonesia (if applicable)

Each proposal shall be marked Ref: RFP 087-2022

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, \textit{inter alia}, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission.

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

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

4. Evaluation

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

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

<table>
<thead>
<tr>
<th></th>
<th>70% of total evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Weighting:</td>
<td>70% of total evaluation</td>
</tr>
<tr>
<td>Financial Weighting:</td>
<td>30% of total evaluation</td>
</tr>
</tbody>
</table>

The technical evaluation of the proposals will include (see details in Annex 10):

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>MAX. POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Institutional Capacity</td>
<td>15</td>
</tr>
<tr>
<td>Quality of the overall proposal</td>
<td>40</td>
</tr>
<tr>
<td>Key Personnel</td>
<td>15</td>
</tr>
<tr>
<td><strong>TOTAL MARKS (TECHNICAL ASPECT)</strong></td>
<td><strong>70</strong></td>
</tr>
</tbody>
</table>

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 [50] points is required to pass the technical evaluation.

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 5.

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,

WHO Indonesia

Annexes

1. Detailed Terms of Reference
2. Confidentiality Undertaking
3. Vendor Information Form
4. Contractual provisions
5. Proposal Completeness Form
6. Self-Declaration Form
7. Budget template and Standard Government rate (excel)
8. Evaluation Criteria
Annex 1: Detailed Terms of Reference

1. **Purpose of the Consultancy**
   The purpose of this activity is to provide consultancy support to conduct capacity building followed by enforcement plan implementation for risk-based food inspection (RBFI) at district level.

2. **Background**
   With the trend of increasing foodborne disease outbreaks and food poisoning events that occurred in Indonesia over the last five years as reported by the Ministry of Health, a national food control system assessment was conducted in 2017 to 2018 by the Indonesian government in collaboration with WHO and FAO. The report identified that some of the food safety issues are the absence of a harmonized system on the implementation, monitoring, reporting, inspection and response, and the lack of enforcement to the existing food safety policies.

   The recommendations from the food control system assessment are focused on the need to improve the risk-based food inspection. The government authorities have some constraints when performing food monitoring and controlling roles. The challenges include the limited number of food inspectors/sanitarians and an increasing number of food establishments. These add to the significantly increased demand for control and monitoring activities and for food safety guarantees from consumers. The food risk-based inspections are the approach that allow the government authorities to develop an inspection plan which is based on the risk profile of each food business, risk level of the food business, scale of operation, and possible risk groups among its customers.

   The Ministry of Health (MOH) has drafted a manual on risk-based food inspection (RFBI) for ready-to-eat food establishments. MOH is requesting WHO to appoint an institution to assist the modelling of the approach and developing the local risk-based inspection plan in 7 districts, namely the Surabaya City, Nganjuk District, Cirebon City, Semarang City, Brebes District, Balikpapan City, Bangka District. The selection of the districts was based on the districts that have carried out inventory of food businesses and have significant information coverage to be exercised.

3. **Planned timelines (subject to confirmation)**
   
   Start date: 11/07/2022  
   End date: 11/12/2022  
   Total duration: 5 months

4. **Requirements - Work to be performed**
   In close collaboration of Sub-Directorate of Food Safety, Ministry of Health as well as under the overall supervision of the WHO Representative to Indonesia and day-to-day supervision / guidance of / by Technical Officer of Food Safety, the bidder will provide support to Food Safety program by performing the following specific duties:
   
   1. **Component 1- Virtual capacity building**
      Conduct the virtual capacity building for provincial and district health officers of Surabaya City, Nganjuk District, Cirebon City, Semarang City, Brebes District, Balikpapan City, Bangka District on risk-based food inspection. The materials (Manual, Pocket book for food inspectors and the standardised PPT slides are available) – 1 day.
      Deliverable 1: Post test and Pre test on RFBI to verify the understanding of the provincial and district officers.

   2. **Component 2- Field assistance**
      Field assistance from the institution and MoH to 7 districts to introduce the template of RBFI tools and review the initial data - 3 days.
      Deliverable 2 : Initial food establishment data collected by DHO, which include type of food establishment, food business owners, registration number, number of workers, type of food, and average number of food servings sold.
3. Component 3-Assistance in data collection done by DHO
   Through series of consultative meetings, working with the district health offices to review and providing inputs to the data collected by the DHO on:
   a. Food risks and mitigation
   b. Food establishment risk
   c. Food inspection result
   Deliverable 3: RFBI matrix from 7 districts reviewed and commented

4. Component 4: Field monitoring of the implementation of RBFI pilot
   Deliverable 4: Draft district RBFI plan agreed by stakeholders

5. Component 5: Dissemination workshop
   National workshop to disseminate the RBFI implementation in 7 districts and launch the RBFI manual
   Deliverable 5: Workshop report and learning note of RBFI implementation in the 7 Districts

5. Requirements – Planning

<table>
<thead>
<tr>
<th>Deliverables/Outputs</th>
<th>Specifications</th>
<th>Due Date</th>
</tr>
</thead>
</table>
| 1. Submission of progress report as per the terms of reference & deliverable | **Deliverable 1:** Post test and Pre test on RFBI to verify the understanding of the provincial and district officers.  
**Deliverable 2:** Initial food establishment data collected by DHO, which include type of food establishment, food business owners, registration number, number of workers, type of food, and average number of food servings sold.  
Has been reviewed and approved by WHO | 11 September 2022 |
| 2. Submission of final report as per the terms of reference & deliverable, and financial statement | **In English and Bahasa**  
**Deliverable 3:** RFBI matrix from 7 districts reviewed and commented  
**Deliverable 4:** Draft district RBFI plan agreed by stakeholders  
**Deliverable 5:** Workshop report and learning note of RBFI implementation in the 7 Districts | 11 December 2022 |

Indicative activity timeline

<table>
<thead>
<tr>
<th>No</th>
<th>Activity</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conduct virtual crash training for provincial and district health officers – 1 Day</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Field assistance to 7 districts to introduce the template of RBFI tools and review the initial data – 3 Days</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Data collection by the DHO PHO – 15 Days</td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Progress report development (In Bahasa and English)</td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Series of consultative meetings (virtual), working with the district health offices to review and providing inputs to the data collected by the DHO – 7 Days</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Field visit to assist the data analyses to agree on the inspection frequency – 3 Days</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>
6. Inputs

Directorate of Environmental Health - Ministry of Health as beneficiary will closely work with the selected institution and WHO Country Office Indonesia in each stage. For sustainability, MOH will disseminate and implement the outputs as results of this project to the relevant stakeholders as well as the national and Sub-national users and local government.

Additionally, WHO will be involved and monitor the overall process of the project. The selected bidder is expected to actively communicate the process and/or the changes (if any) to WHO on a weekly basis through email as official correspondent for the record.

Based on the WHO manual, and the national guideline on the risk-based food inspection, WHO expects that the selected institution:
- Transfer knowledge of RBFI and contextualise the manual into local settings and deliver more practical exercise during the crash training and consultation.
- Lead an example in the development of RBFI plans.
- Communicate in a regular basis with focal point at the DHO to assist the completion of the RBFI matrix.
- Facilitate multisectoral discussion during the finalization of RBFI plans in each districts
- Disseminate the lesson learned including barriers and successfull story to implement RBFI at the local level

7. Activity Coordination & Reporting

<table>
<thead>
<tr>
<th>Technical Officer:</th>
<th>Email: <a href="mailto:seinobids@who.int">seinobids@who.int</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>For the purpose of: Technical supervision and instructions - Reporting</td>
<td></td>
</tr>
<tr>
<td>Administrative Officer:</td>
<td>Email: <a href="mailto:seinobids@who.int">seinobids@who.int</a></td>
</tr>
<tr>
<td>For the purpose of: Contractual and financial management of the contract</td>
<td></td>
</tr>
</tbody>
</table>

8. Characteristics of the Provider (organizational and personnel capacity)

a) The candidate must come from an institution/organization/university/NGO that is registered as a legal entity in Indonesia.

b) It must be a national institution (from Indonesia)

c) The project will require expertise of the Key Team Members in any of the following fields: Public Health, Food Safety, Food Risk Assessment and Management.

- The minimum requirement for the team composition is as below:

  • Team Leader
    - Master/Post Graduate degree in public health or food technology from a reputable university, with specialization and impressive experience in food safety
- At least 5 years of experience in public health / food safety and knowledge of government policies and regulations on food safety
- Experience in leading public health implementation and project management related to food safety / food risk management
- Food Safety Expert/team member
  - Master’s degree in public health or food technology from a reputable university, with specialization and impressive experience in food safety.
  - At least 3 years of experience in public health / food safety and knowledgeable in government policies and regulations on food safety.
  - Acceptable experience in capacity building, risk communication, and preferably risk-based inspection
  - Good track record in its undertakings or projects with the government (MoH/BPOM, other ministries), UN Agencies (WHO, FAO) other national and local government and/or other private institutions.

9. **Place of assignment**
   - Offline meeting with MoH at the Ministry of Health office may be required and will be in DKI Jakarta
   - Implementation area: Surabaya City, Nganjuk District, Cirebon City, Semarang City, Brebes District, Balikpapan City, Bangka District
   - The national workshop will be conducted in DKI Jakarta
Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of HP/Environmental Health and Climate Change, has access to certain information relating to Proposal 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 “Consultancy support to conduct capacity building followed by enforcement plan Implementation for risk based food inspection (RBFI) at district level” (“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:
   a) was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
   b) was in the public domain at the time of disclosure by or for WHO to the Undersigned;
   c) becomes part of the public domain through no fault of the Undersigned; or
   d) becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality (as evidenced by written records or other competent proof).

4. The Undersigned further undertakes not to use the Information for any benefit, gain or advantage, including but not limited to trading or having others trading in securities on the Undersigned’s behalf, giving trading advice or providing Information to third parties for trade in securities.

5. At WHO’s request, the Undersigned shall promptly return any and all copies of the Information to WHO.

6. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above-mentioned RFP process.

7. Any dispute arising from or relating to this Undertaking, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event of the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Undersigned and WHO or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, with the rules of arbitration of the International Chamber of Commerce. The Undersigned and WHO shall accept the arbitral award as final.

8. Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

Acknowledged and Agreed:

| Entity Name: | …………………………………………………………………………………………………………………………………………….. |
| Mailing Address: | …………………………………………………………………………………………………………………………………………….. |
| Name and Title of duly authorized representative: | …………………………………………………………………………………………………………………………………………….. |
| Signature: | …………………………………………………………………………………………………………………………………………….. |
| Date: | …………………………………………………………………………………………………………………………………………….. |
Annex 3: Vendor Information Form

<table>
<thead>
<tr>
<th><strong>Company Information</strong> to be provided by the Vendor submitting the proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>UNGM Vendor ID Number:</strong></td>
</tr>
<tr>
<td><em>If available – Refer to WHO website for registration process</em></td>
</tr>
<tr>
<td><strong>Legal Company Name:</strong></td>
</tr>
<tr>
<td><em>(Not trade name or DBA name)</em></td>
</tr>
<tr>
<td><strong>Company Contact:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>Country:</td>
</tr>
<tr>
<td><strong>Telephone Number:</strong></td>
</tr>
<tr>
<td><strong>Email Address:</strong></td>
</tr>
<tr>
<td><strong>Corporate Information:</strong></td>
</tr>
<tr>
<td><strong>Company mission statement</strong></td>
</tr>
<tr>
<td><strong>Service commitment to customers and measurements used (if available)</strong></td>
</tr>
<tr>
<td><strong>Organization structure</strong> <em>(include description of those parts of your organization that would be involved in the performance of the work)</em></td>
</tr>
<tr>
<td><strong>Relevant experience</strong> <em>(how could your expertise contribute to WHO’s needs for the purpose of this RFP) – Please attach reference and contact details</em></td>
</tr>
<tr>
<td><strong>Staffing information</strong></td>
</tr>
</tbody>
</table>

* [http://www.who.int/about/finances-accountability/procurement/en/](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/](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/](http://www.who.int/about/ethics/en/) for the other WHO Policies.

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

   (i) each legal entity Contractor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response by any of its employees and any other persons engaged by it to perform any services under the Contract; and (ii) promptly report to WHO and respond to, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the contractor becomes aware; and

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

3. **Tobacco/Arms Related Disclosure Statement.** The Contractor may be required to disclose relationships it may have with the tobacco and/or arms industry through completion of the WHO Tobacco/Arms Disclosure Statement. In the event WHO requires completion of this Statement, the Contractor undertakes not to permit work on the Contract to commence, until WHO has assessed the disclosed information and confirmed to the Contractor in writing that the work can commence.
4. **Anti-Terrorism and UN Sanctions; Fraud and Corruption.** The Contractor warrants for the entire duration of the Contract that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Publication of Contract.** Subject to considerations of confidentiality, WHO may acknowledge the existence of the Contract to the public and publish and/or otherwise publicly disclose the Contractor’s name and country of incorporation, general information with respect to the work described herein and the Contract value. Such disclosure will be made in accordance with WHO’s Information Disclosure Policy and shall be consistent with the terms of the Contract.
**Annex 5: Proposal Completeness Form** (Ref. Paragraph No.2-Proposal)

<table>
<thead>
<tr>
<th>Section</th>
<th>Requirement</th>
<th>Completed in full (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annex 2</td>
<td>Confidentiality undertaking form</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>Annex 3</td>
<td>Vendor information form</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>Annex 4</td>
<td>Contractual provisions</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>Annex 5</td>
<td>Proposal completeness form</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>Annex 6</td>
<td>Self-declaration form</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>Annex 7</td>
<td>Budget template and standard government rate</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>Annex 8</td>
<td>Evaluation criteria</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td></td>
<td>Technical Proposal</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td></td>
<td>Financial Proposal</td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

The enclosed Proposal is valid for ____________ days from the date of this form

Agreed and accepted, in (…..) original copies on ____________

<table>
<thead>
<tr>
<th>Entity Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>..................................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>..................................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Title of duly authorized representative:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>..................................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>..................................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>..................................................................................</td>
</tr>
</tbody>
</table>
ANNEX 6 - SELF DECLARATION FORM
Applicable to private and public companies

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

a. 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;

b. 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;

c. 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;

d. 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;

e. 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;

f. 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;

g. 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;

h. 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;

i. it adheres to the UN Supplier Code of Conduct; and

j. 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 offer 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: | .................................................................................................................. |
| Date:                            | .................................................................................................................. |
| Signature:                       | .................................................................................................................. |
Annex 8. Evaluation Criteria

Consultancy support to conduct capacity building followed by enforcement plan implementation for RBFI at district level

EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>MAX. POINTS</th>
<th>MIN. PASS POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. MANDATORY REQUIREMENTS (PASS/FAIL)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Legal document for operation permit in Indonesia</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. INSTITUTIONAL CAPACITY</td>
<td>15</td>
<td>5</td>
</tr>
<tr>
<td>2.1 Institution/company profile indicating major work (conducted capacity building/workshop at the sub-national level, carried out field assistance and monitoring to the subnational government’s program, perform data collection on public health/food safety work), with justification of why the institution is well suited to the assignment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2 Detail of relevant experience including work related in capacity building and field assistance of public health/Food Safety, Food Risk Assessment and Management and list of clients in the last five years, including contact details (name, email address, and phone numbers that can be used as reference)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>2.3 The institution/organization must demonstrate having connection/networks with government counterparts and universities, particularly the Ministry of Health and NADFC (BPOM), and sub-national level government in food safety.</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>2.4 Proven knowledge and previous work in food safety, especially food Risk Assessment and Management, food safety inspection</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>3. QUALITY OF THE TECHNICAL PROPOSAL</td>
<td>40</td>
<td>25</td>
</tr>
<tr>
<td>3.1 Proposed methodology and approach with reference to objectives as mentioned in the Terms of Reference (Component 1 - Virtual capacity building; Component 2 - Field assistance; Component 3 - Assistance in data collection done by DHO; Component 4 - Field monitoring of the implementation of RBFI pilot; Component 5: Dissemination workshop)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2 Implementation timeline: Identify key tasks and timeline, focal person(s) for each activity/deliverable should be identified and chronologically elaborated (with Gantt chart or other relevant formats)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>3.3 Outline of the team composition, specific roles, and work hour allocation</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>
4. KEY PERSONNEL

4.1 Names and full CVs of the institution personnel that will be directly involved in the consultancy, including (but not limited to) the designated Team Leader/Experts,

- **Team Leader**
  - Master / Post Graduate degree in public health or food technology from a reputable university, with specialization and impressive experience in food safety,
  - At least 5 years of experience in public health / food safety and knowledgeable in government policies and regulations on food safety.
  - Experience in leading the public health implementation and project management related to food safety / food risk management

- **Food Safety Expert / team member**
  - Master degree in public health or food technology from a reputable university, with specialization and impressive experience in food safety,
  - At least 3 years of experience in public health / food safety and knowledgeable in government policies and regulations on food safety.
  - Acceptable experience in capacity building, risk communication, and preferably risk-based inspection
  - Good track record in its undertakings or projects with the government (MoH/BPOM, other ministries), UN Agencies (WHO, FAO) other national and local government and/or other private institutions.

Adequate and appropriate staff combination in relation to the respective tasks and deliverables (see TOR); and relevant prior experiences of similar scope and complexity

<table>
<thead>
<tr>
<th>TECHNICAL PROPOSAL</th>
<th>70</th>
<th>50</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPOSED BUDGET</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>TOTAL MARKS</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>