Development of ICOPE Curriculum and Training Module and Training of Trainer for Health Workers at the National and Sub-national Level

Request for Proposals (RFP)
Bid Reference
RFP 090-2022
Country/Unit Name
Indonesia/UHC/NMH

Closing Date:
[Monday, 11 July 2022 at 14:00 Jakarta time]
The World Health Organization (WHO) is seeking offers for Consultancy Service for consultancy service for the development of curriculum module and training on trainer implementation. 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 development of a curriculum module and training module based on ICOPE and carry out the implementation of training for the curriculum module directed to health care workers. 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 medicine or public health with proven expertise in literature reviews, module development, elderly care, and/or health workers training.

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

Mandatory experience:
- Public health and service delivery
- Training module development and health care worker training

Desirable experience:
- Public health interventions for the elderly
- Implementation of services for older people

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) which includes the justification of suitability of work
- Proposed Approach/Methodology to develop the curriculum module for older people based on WHO’s ICOPE as well as the design of the training of trainers (ToT) of the module
- Proposed timeline for the completion of the module development and the training of trainers, with specific key milestones
- Financial proposal – in IDR currency. The proposal must be submitted with detailed and clear breakdown of budget lines and subtotal for each of the two outputs. The technical and financial proposal both are subject to final revision and approval after awarding the bid
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 5 (five) working days prior to the closing date for the submission of offers:

Email for submissions of all queries: seinobids@who.int
(Use Bid reference (RFP 090-2022) 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 11 July 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 090-2022.

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 090-2022” 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 090-2022” 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 5;
- 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 090-2022
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, 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:

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<tr>
<th>Weighting</th>
<th>Percentage of Total Evaluation</th>
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<tr>
<td>Technical Weighting</td>
<td>80%</td>
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<tr>
<td>Financial Weighting</td>
<td>20%</td>
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The technical evaluation of the proposals will include:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>MAX. POINTS</th>
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<tr>
<td><strong>Institutional Capacity:</strong></td>
<td></td>
</tr>
<tr>
<td>1. Evidence of major work</td>
<td></td>
</tr>
<tr>
<td>2. Detail of relevant experience</td>
<td></td>
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<tr>
<td>3. Connections/network within counterparts</td>
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<td>4. Proven knowledge</td>
<td>20</td>
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<tr>
<td><strong>Quality of the overall proposal</strong></td>
<td></td>
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<tr>
<td>1. Proposed methodology, approach, and evidence of familiarity</td>
<td>40</td>
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<tr>
<td>2. Proven and clear approach, list of technical requirements</td>
<td></td>
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<tr>
<td>3. Implementation timeline, key tasks, focal person(s)</td>
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<tr>
<td>4. Outline of the team</td>
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<td><strong>Qualifications and competence of the team proposed for the assignment:</strong></td>
<td>20</td>
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<tr>
<td>1. Team leader</td>
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<td>2. Team members (medical doctor/internist/elderly care specialist)</td>
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<td>3. Human resource training specialist</td>
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<td>4. Team assistants</td>
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<td><strong>TOTAL MARKS (TECHNICAL ASPECT)</strong></td>
<td>80</td>
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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 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,

WHO Indonesia

**Annexes**

1. Detailed Terms of Reference
2. Confidentially Undertaking
3. Vendor Information Form
4. Contractual provisions
5. Budget Template
6. Evaluation Criteria
7. Self Declaration

**Annex 1: Detailed Terms of Reference**
1. **Purpose of the APW**
The purpose of this APW is to develop a curriculum module and teaching module for health care workers and non-health care workers based on ICOPE technical guidelines, manuals, and handbooks and implement the modules in a training on trainer.

2. **Background**
In the last few decades, the advancements in most regions including Indonesia, has been accompanied by increases in life expectancy as well as reductions in fertility. This has created changes in the populations demographics, in which the proportion of older people has increased considerably. For older people, the risks of developing chronic disease, with the major burden of disability caused by heart diseases, stroke, chronic respiratory disorder, diabetes, musculoskeletal conditions, and dementia as well as their care dependency increase.

The Ministry of Health Indonesia has launched the National Action Plan on Elderly Health 2020-2024 which intertwines closely with the 2020-2024 RPJMN (National Medium-Term Development Planning). The government has also drawn up strategies in response to anticipate the needs of an ageing population and goal of ensuring a healthy and productive older population.

The World Health Organization has been developing an approach in the context of populations around the world ageing rapidly called the Integrated Care for Older People (ICOPE). ICOPE is a community-based approach that helps to reorient health services and build long-term care systems towards this more person-centered and coordinated model of care. The world has mandated to achieve SDGs 2030 agenda by pledging that no one will be left behind and that every human being will have the opportunity to fulfill their potential with dignity and equality. Integrated care is important to help older adults maximize their Intrinsic Capacity (IC) and Functional Ability (FA) in the community.

Professionals in clinical and non-clinical settings can detect the impairment and declines in IC and FA. Yet, the early findings of these impairments may not be identified, diagnosed, monitored, or treated. Many professionals still lack guidance or training to recognize and treat the impairments in older persons. There are urgencies to develop community-based approaches and to introduce interventions in primary health care level to prevent the declines further.

The Ministry of Health has applied the community approach for the elderly health. However, in accordance with the ICOPE approach, it is only applied partially. Therefore, Indonesia as one of WHO piloting countries for ICOPE implementation will need to enhance the capacity of health workers, including the caregivers and other non-health care workers. Activities conducted under this work are aimed to create the training curriculum and module for health care and non-health care workers by adopting existing modules developed by WHO to be adjusted into the country specific perspectives and standards. This activity is expected to improve health care and services for older person as well as to achieve the national target as stated in the RPJMN 2020-2024.

3. **Planned timelines (subject to confirmation)**

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<tr>
<th>Start date: 18 July 2022</th>
<th>End date: 17 November 2022</th>
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<td>Total duration: 4 months</td>
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4. **Requirements - Work to be performed**

   **Objective 1:** To create comprehensive curriculum modules and training modules for health care and non-health care workers on elderly care based on ICOPE guidelines

   **Output 1:** Curriculum modules and training modules for health care and non-health care workers as per standard of BPSDM (Human Resource Bureau) Indonesia
Objective 2: To prepare well trained and skilled professional health care and non-health care workers to be the national trainer for ICOPE by improving their knowledge, competencies, and abilities according to ICOPE guidelines

Output 1: A training facilitated by the consultant based on the curriculum module derived from ICOPE guidelines

### 5. Requirements – Planning

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<thead>
<tr>
<th>Deliverables/Outputs</th>
<th>Specifications</th>
<th>Expected timeline</th>
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| 1. A teaching curriculum module for health care and non-health care workers as per standard of BPSDM (Human Resource Bureau) Indonesia | In close collaboration with the WHO Indonesia and the Ministry of Health, the contractor will:  
  - Identify the guidelines, algorithm, handbooks, and other technical products which will be selected for the development of the module curriculum. These references will be mainly taken from WHO products (ICOPE)  
  - The bidder is expected to conduct the desk review on the latest global evidence-based and WHO recommendations and consultative meetings  
  - The bidder is expected to present the draft version and discuss with the Productive Age and Elderly Unit MoH.  
  - The bidder is expected to involve multi-stakeholders in every discussions such as the Ministry of National Planning (BAPPENAS), Ministry of Social Affairs, academics, professional associations such as PERGENI etc., CSOs, and other relevant institutions for consultations and workshops. The meetings preferably will be undertaken through virtual platform for efficiency.  
  - Regular core meetings between the contractor, WHO Country Office, and the Ministry of Health are expected to be conducted to ensure the punctuality of the project and the conformity, propriety, and suitability of the expected output.  
  - The bidder is expected to summarise all inputs from MoH, WHO, and key stakeholders and adequately reflect them in the module  
  - Finalization of the curriculum and modules | July to August 2022 (indicative) |
| 2. A training facilitated by the consultant based on the curriculum module developed by the consultant | In close collaboration with the WHO Indonesia and the Ministry of Health, the contractor will:  
  - Organize and implement the curriculum module and the teaching module into a training for trainer  
  - The bidder is expected to conduct consultative meetings and coordination meetings for the training implementation  
  - The bidder is expected to support MoH and the professional organization in the technical meeting towards the training, final check on the learning modules, development of the pre and post-test | August to September 2022 (indicative) |
questionnaires, presentation and teaching materials, equipment preparation, and facilitation of the training venue.

- The bidder is expected to work together with BPSDM and the MoH to brief and assign the resource persons/master of trainer/micro trainers
- The bidder will create the training methodology which includes the presentation, discussion, technical practices, field trip, microteaching, action plan, and future cascaded training
- The bidder will arrange the eligibility of the trainees and coordinate with the institutions on the commitment, registration, and accommodation of the trainees

6. Inputs

Productive Age and Elderly Unit MoH as the beneficiary will work closely with the WHO and the selected bidder in every steps of work, and facilitate the discussions and relevant meetings. The Ministry of Health will socialize and implement the outputs as results to the relevant stakeholder and oversee the training in the national level. In addition, the WHO will be involved and monitor the overall process of the project. The selected bidder is expected to actively communicate the process and/or any changes to WHO on a weekly basis through email as official correspondent for the record.

7. Activity Coordination & Reporting

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

The provider or project team is expected to possess the following minimum expertise. Their CVs and experience relevant to public health, geriatric services, development of training and curriculum modules, healthy ageing initiatives, training implementation, and development of action plan. Information about their roles/responsibilities and the proportionate time they will dedicate to the project should also be included in the submission and in the financial proposal.

Required minimum competencies and experiences are as follows:

a. Team Leader
   - Post graduate degree in public health or geriatrics, preferably related to services for older people or related field
   - At least 5 years of experience in public health, preferable on care and services for older people, having experience on the development of training modules or clinical guidelines
   - Experience in leading the public health implementation and project management related to elderly care or related field
   - Has been certified/trained as a Master of Trainer (MoT) in the elderly care field/ICOPE

b. Medical doctor/Internist
   - Graduate medical degree or public health degree or degree related to geriatrics
• At least 3 years of experience in service delivery for older people
• Experience in developing training modules or clinical guidelines
  
  c. Human Resource Training Specialist
• At least 3 years of experience in project management and human resource training
• Experience in implementation of training and workshops

9. **Place of assignment**

Considering the pandemic situation, the institution can be based anywhere in Indonesia, preferably in Greater Jakarta Area in order to conduct all phases of the work easier.

It is expected that due consideration will be given to using online and electronic meeting platforms to conduct all phases of this work, due to the COVID-19 pandemic.
Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of UHC/NMH, 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 “Development of ICOPE Curriculum and Training Module and Training of Trainer for Health Workers at the National and Sub-national 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

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<tr>
<th>Company Information to be provided by the Vendor submitting the proposal</th>
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<tbody>
<tr>
<td><strong>UNGM Vendor ID Number:</strong> If available — Refer to WHO website for registration process *</td>
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<tr>
<td><strong>Legal Company Name:</strong> (Not trade name or DBA name)</td>
</tr>
<tr>
<td><strong>Company Contact:</strong></td>
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<td><strong>Address:</strong></td>
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<td>City:</td>
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<td>Country:</td>
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<td><strong>Telephone Number:</strong></td>
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<td><strong>Email Address:</strong></td>
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**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/](http://www.who.int/about/finances-accountability/procurement/en/)
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.

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| Name and Title of duly authorized representative: | …………………………………………………………………………………………………………………………… |
| Date: | …………………………………………………………………………………………………………………………… |
| Signature: | …………………………………………………………………………………………………………………………… |
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.