Consultancy for Documentation of Progress in Social Determinants of Health Action in Indonesia

Request for Proposals (RFP)
Bid Reference
RFP 073-2022
Country/Unit Name
Indonesia/HPN-NCD Unit

Closing Date:
[Thursday, 23 June 2022 at 14:00 Jakarta time]
The World Health Organization (WHO) is seeking offers for Consultancy Service for Monitoring and Reporting of Progress on Social Determinants of Health Actions in 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 literature reviews and interviews with relevant stakeholders to capture and report the progress of Social Determinants of Health (SDH) actions in Indonesia since the endorsement of Rio’s Political Declaration (2011) to 2021.

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 or social policy with proven expertise in qualitative research approaches, policy reviews, as well as gender, equity, and inclusion discourses.

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

Mandatory experience:
- Conduct analysis/evaluation of Indonesia’s public health programs, policies, and systems, including the aspect of financing and human resource for health.
- Conduct analysis/evaluation of programs and policies concerning the social determinants of health, including gender equality, disability and age inclusivity, employment, housing and land tenure, and social protection system.

Desirable experience:
- Conduct analysis/evaluation relevant to health inequalities in Indonesia.

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)
- Proposed Approach/Methodology
- Composition, qualifications, and roles of the implementing team members
- Proposed timeline (subject to confirmation - within the period of 15 June 2022 to 15 December 2022)
- Financial proposal – must be submitted in IDR currency with clear breakdown of budget lines for each output. 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 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 073-2022) 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 23 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 financials proposals should be submitted separately in 2 emails stating in the subject the following reference number: RFP 073-2022.

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 073-2022” 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 073-2022” 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 Self-Declaration Form
- Legal document for operation permit in Indonesia (if applicable)

Each proposal shall be marked Ref: RFP 073-2022
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/](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>
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<tr>
<th>Weighting</th>
<th>% of total evaluation</th>
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<tbody>
<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:

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<th>CATEGORY</th>
<th>MAX. POINTS</th>
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Doc. Ref: RFP_LowValue_V.02 2018_20180419
Institutional Capacity:

1. Experience in conducting studies relevant to the following subjects: social determinants of health, health policies, health inequities, gender equality, disability inclusion, and social protection.
2. Experience in engaging with government agencies in Indonesia, particularly Ministry of Health, Ministry of National Development Planning, and Ministry of Social.

Quality of the overall proposal

1. Methodology
2. Implementation plan and timeline
3. Team composition, the definition of roles, and dedicated time of each team member

Qualifications and competence of the team proposed for the assignment:

1. Academic qualification of Team Leader and team members
2. Experience of Team Leader and team members

TOTAL MARKS (TECHNICAL ASPECT) 80

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 [60] 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. Confidently Undertaking
3. Vendor Information Form
4. Contractual provisions
5. Sample Budget Proposal
6. Evaluation Criteria
7. Checklist_Social Determinants of Health Actions in SEAR Countries
8. Self-declaration form
Annex 1: Detailed Terms of Reference

1. Purpose of the Consultancy

The objective of the consultancy is to capture and develop a report on the progress of SDH Actions in Indonesia since the endorsement of Rio’s Political Declaration (2011) to 2021. The country progress report will contribute to the SEA Regional progress report that will be submitted to the 76th World Health Assembly in 2023 and feed the development of the World Report on SDH as mandated by the WHA74.16 Resolution.

2. Background

In 2008, the WHO Commission on Social Determinants of Health (SDH) published a landmark report “Closing the Gap in a Generation” which highlighted several decades of social inequalities in health as well as descriptive epidemiological studies and evidence to advance legitimacy for tackling health inequities across the globe. Following the recommendation of WHO Commission on SDH’s report, Member States came together at the World Conference on Social Determinants of Health in 2011 and endorsed the Rio Political Declaration that outlines a framework for SDH actions. The agreed framework comprises five actions areas (hereafter referred as ‘SDH Actions’) i.e.:

1. Adopt better governance for health and development
2. Promote participation in policy-making and implementation
3. Further reorient the health sector towards reducing health inequities
4. Strengthen global governance and collaboration
5. Monitoring progress and increasing accountability

Since its declaration, the Rio Political Declaration’s five actions areas have been implemented to varying degrees by national and international agencies. In 2014, WHO SEARO facilitated a capacity building on health in all policies for SEAR countries and released the Regional framework on health in all policies for South-East Asia¹. In the period 2016-2017, the Indonesia Ministry of Health in collaboration with (WHO) and the Indonesia Statistics Agency (Badan Pusat Statistik) assessed and published a report on the State of Health Inequity in Indonesia.

In 2020, the COVID-19 crisis has underscored the multiple impacts of inequality on the broader health of individuals and communities. Many COVID-19 containment measures – while beneficial for reducing infection risks – have immediate and potentially long-term consequences for equity because of their adverse impact on key social determinants. The pandemic has disproportionately affected communities already suffering from poor health and living in vulnerable conditions, leading to adverse health and economic impacts. There is growing evidence of the role of social, economic and environmental determinants on the differentials in exposure, vulnerability, health outcomes, and consequence of COVID-19²,³,⁴, ⁵, ⁶, ⁷, ⁸, ⁹

At the 74th session of the World Health Assembly in 2021, the member states endorsed Resolution 74.16 on Social Determinants of Health. The Resolution expresses concerns that despite achievements in universal health coverage (including financial risk protection, access to quality health care services, and access to safe, effective, quality, and affordable medicines and vaccines), their distribution has been vastly unequal and that inequities in many health

¹ World Health Organization. Regional Office for South-East Asia. (2014). Regional Framework on health in all policies for South-East Asia. WHO Regional Office for South-East Asia. https://apps.who.int/iris/handle/10665/205765
² PMAC 2021 Socio-economic impacts of COVID-19 report
³ Addressing vulnerabilities in communities facing infectious disease threats: A need for social science-driven assessments Journal of Global Health 2021
⁴ Putting the UN framework for Socio-economic response to COVID-19 into Action, United Nation, June 2020
⁵ Addressing the socio-economic impacts of covid-19 on the Maldives, United Nation Maldives, April 2020
⁶ COVID-19 and Rural Dry Zone in Myanmar, UNDP Myanmar, November 2020
⁷ Socio-economic impact assessment for Timor Leste, UNDP Timor Leste April 2020
⁸ Impact of COVID-19 on Women and Girl in Asia and the Pacific, Asia and Pacific Human Rights Institution, Australia, July 2020
⁹ Urban Disaster Risk Management Responding to COVID-19, World Bank Group, March 2020
outcomes exist both within and between countries. The Resolution calls upon the Member States to increase their efforts in addressing social, economic, and environmental determinants of health with the aims of reducing health inequities and accelerating progress to achieve the 2030 Agenda for sustainable development. WHO is requested to produce the report and recommendations for future actions to be submitted to the Seventy-sixth World Health Assembly in 2023, through the Executive Board at its 152nd session.

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

Start date: 15 June 2022
End date: 15 December 2022
Total duration: 6 months

4. **Requirements - Work to be performed**

**Objective 1:** The final and approved Indonesia’s Country Progress Report on SDH Actions are available by 15 December 2022.

**Activity 1.1:** Convene a meeting with relevant key personnel in the MOH to present the methodology for the development of Indonesia’s Country Progress Report on SDH Actions.

**Activity 1.2:** Conduct literature reviews and interviews with key stakeholders to respond and complete the Checklist of Social Determinants of Health (SDH) Actions in SEAR Countries (Annex-5). The key stakeholders may include (but are not limited to) the Ministry of Health, other line ministries, academic institutes, non-governmental organizations representing vulnerable groups, youth organizations, sub-national government agencies, and international/development organizations that have been contributing to (or have potential roles in) addressing health inequities and the social determinants of health inequities.

**Activity 1.3:** Identify and narrate case studies showcasing the best practices in intersectoral action addressing social determinants of health inequities in Indonesia. The case studies may include (but are not limited to) the followings:

- Socio-economic impacts of COVID-19 and equitable access to vaccine
- Vulnerable groups (people living with disabilities, urban poor, ageing, orphans, people in detention, migrant population, internally displaced people/IPD) health status and equitable access to health/social services: challenges, barriers, and innovative pathways to overcome the challenges.
- Application of gender and equity lens in health programme development
- Commercial determinants of health, consumer protection, and a healthy food system
- Innovative actions on building evidence, community data, participatory policy dialogue mechanisms, etc.
- Or other emerging issues in the country at the national or subnational level

**Activity 1.4:** Convene meeting(s) with the key stakeholders and WHO to verify and validate the findings, and gather recommendations for the country’s follow up actions.

**Activity 1.5:** Write up and submit the complete document of Indonesia’s Country Progress Report on SDH Actions, which includes (at the minimum) the cover page, acknowledgement page, remarks from relevant stakeholders, executive summary, detailed methodology and findings, the selected case study(ies), recommendations for actions, and high-resolution photos and graphics.

**Objective 2:** Indonesia’s Country Progress Report on SDH Actions is promoted and disseminated.

**Activity 2.1:** Develop slide-decks presenting the development process and key results of Indonesia’s Country Progress Report in SDH Actions.
Activity 2.2: Develop 2 (two) articles featuring the development process and key results of Indonesia’s Country Progress Report in SDH Actions (will be peer-reviewed by WHO for potential publishing on the WHO website).

Activity 2.3: Develop 1 (one) factsheet highlighting key results of and recommendations upon Indonesia’s Country Progress Report in SDH Actions.

Activity 2.4: Present interim findings of the work during meetings called by WHO within the contract period.

5. Requirements – Planning

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<tr>
<th>Deliverables/Outputs</th>
<th>Specifications</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>1. Final and approved Indonesia’s Country Progress Report on SDH Actions.</td>
<td>• In English</td>
<td>15 December 2022</td>
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<tr>
<td></td>
<td>• Word and PDF formats</td>
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<tr>
<td></td>
<td>• Consists (at the minimum) the cover page, acknowledgement page, remarks from relevant stakeholders, executive summary, detailed methodology and findings, the selected case study(ies), recommendations for actions, and high-resolution photos and graphics.</td>
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<td></td>
<td>• Has been reviewed and approved by WHO</td>
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<tr>
<td>2. Slide-decks presenting the development process and key results of Indonesia’s Country Progress Report in SDH Actions.</td>
<td>• Dual languages (English and Bahasa Indonesia)</td>
<td>Indicative within the contract date</td>
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<td>• PowerPoint formats</td>
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<tr>
<td>3. Two (2) articles featuring the development process and key results of Indonesia’s Country Progress Report in SDH Actions.</td>
<td>• In English</td>
<td>Indicative within the contract date</td>
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<tr>
<td></td>
<td>• Word and PDF formats</td>
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<td>• Consists of narrative and a minimum of 1 (one) high-resolution photo.</td>
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<tr>
<td>4. One (1) factsheet highlighting key results of and recommendations upon Indonesia’s Country Progress Report in SDH Actions.</td>
<td>• In English</td>
<td>Indicative within the contract date</td>
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<td>• Word and PDF formats</td>
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<td></td>
<td>• Consists of narrative and high-resolution images (photos and graphics)</td>
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<td>5. Presentation of Indonesia’s Country Progress Report on SDH Actions.</td>
<td>Presentation delivered by the implementing team’s lead or the designated key personnel.</td>
<td>Indicative within the contract date</td>
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6. Inputs

To complete the assignment, the consultant should prepare:

1. A team of professional experts to carry out the assignment that consists of a Team Leader and a reasonable number of team members with specific roles and clear time
2. Resource persons from relevant government and non-government entities as key informants in the interviews
3. Subscription to an online meeting platform
4. Internet access for the implementing team
5. Local transport (within Jakarta) for the implementing team to conduct interviews
6. Venue onsite meetings with a maximum 5 (five) non-consecutive full-day events.
7. Meals and local transport for participants of onsite meetings with a maximum of 20 (twenty) participants per event.

7. **Activity Coordination & Reporting**

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<thead>
<tr>
<th>Technical 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>Technical supervision and instructions - Reporting</td>
</tr>
<tr>
<td>Administrative Officer:</td>
<td>Email: <a href="mailto:seinobids@who.int">seinobids@who.int</a></td>
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<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 selected contractor will:

   1. Provide evidence as a legal national entity
   2. Provide in detail the proposed methodology to implement the tasks and to achieve the deliverables, which include (but are not limited to) the approach to identify relevant references for the literature review, a list of key stakeholders to be interviewed, and justification for the selection of sub-national regions as informants.
   3. Provide chronological steps of the implementation (with Gantt chart or similar format).
   4. Outline the team composition and specific roles of each team member
   5. Nominate a team with advanced degrees in public health and/or public administration, proven expertise in public health and/or policy research, and proven expertise in health inequity and health determinants issues
   6. Provide the updated resumes of the proposed implementing team
   7. Provide links to published journals or studies led by the key personnel that are relevant to one or more of the following subjects: health inequities, social determinants of health, and incorporating health in public policies.
   8. Include a detailed and reasonable budget proposal based on the required inputs.

9. **Place of assignment**

   The selected supplier will carry out the assignment mainly in Jakarta, with the possibility of land travels within the Greater Jakarta area. Only interviews with key informants residing beyond the Greater Jakarta area shall be carried out virtually.
Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of HPN-NCD, 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 Service for Monitoring and Reporting of Progress on Social Determinants of Health Actions in Indonesia” (“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:

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<th>Entity Name:</th>
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<td>Name and Title of duly authorized representative:</td>
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<td>Signature:</td>
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### Annex 3: Vendor Information Form

**Company Information** to be provided by the Vendor submitting the proposal

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<td><strong>UNGM Vendor ID Number:</strong></td>
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<tr>
<td>If available – Refer to WHO website for registration process*</td>
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<tr>
<td><strong>Legal Company Name:</strong></td>
<td></td>
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<tr>
<td>(Not trade name or DBA name)</td>
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<tr>
<td><strong>Company Contact:</strong></td>
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<tr>
<td><strong>Address:</strong></td>
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<td>City:</td>
<td>State:</td>
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<td>Country:</td>
<td>Zip:</td>
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<tr>
<td><strong>Telephone Number:</strong></td>
<td>Fax Number:</td>
</tr>
<tr>
<td><strong>Email Address:</strong></td>
<td>Company Website:</td>
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</table>

**Corporate information:**

- **Company mission statement**
- **Service commitment to customers and measurements used** *(if available)*
- **Organization structure** (include description of those parts of your organization that would be involved in the performance of the work)
- **Relevant experience** *(how could your expertise contribute to WHO’s needs for the purpose of this RFP) – Please attach reference and contact details*
- **Staffing information**

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