

Designing and Developing of interactive dashboard and upgrading the Official Website of the Family Health Bureau, Ministry of Health

Request for Proposals (RFP)

**Bid Reference** 

RFP-2023-Pillar 1-RMNCAH)-02 WEB-FHB

Country/Unit Name RMNCAH Unit, WHO Sri Lanka

**Closing Date:** 

[23 May 2023]

The World Health Organization (WHO) is seeking offers for Designing and Developing of interactive dashboard and upgrading the Official Website of the Family Health Bureau, Ministry of Health

Your  $\square$  Company  $\square$  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 technical support for Designing and Developing of interactive dashboard and upgrading the Official Website of the Family Health Bureau, Ministry of Health

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

The successful bidder shall be a  $\boxtimes$  for profit /  $\square$  not for profit institution operating in the field of information technology with proven expertise in web site development.

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

- 1. Five or more years of general experience in ICT field in Sri Lanka. Evidence should be submitted with the proposal
- 2. Operational strength with a comprehensive team with good skill mix (ie: BI analyst, web developer, content developer, QA team,etc)
- 3. past work experience in word press or Joomla like content management system (CMS) based web sites.
- 4. Team must also have adequate technical ability and past experiences on development of interactive dashboards

#### Desirable experience:

- 1. Previous experience managing or using national level health information for indicator and dashboard creation and working with DHIS2 (https://dhis2.org/) based systems
- 2. Previous experience in work with the Ministry of Health / Government agencies and with UN agencies

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

### 2. Proposal

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

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

- Confidentiality Undertaking (please complete Annex 2)
- Presentation of your Company / Institution- as relevant (please complete Annex 3)
- Proposed Approach/Methodology for the work proposed
- CVs of proposed consultant/consultants
- Proposed time line

 The detailed Financial proposal should be in local Currency and must be submitted as a separate financial proposal including with the following information: Pricing or the Total amounts should not be mentioned in the technical proposal

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 18 May 2023:

# Email for submissions of all queries: sesrlprocurement@who.int

(use Bid reference in subject line)

A consolidated document of WHO's responses to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the RFP.

From the date of issue of this RFP to the final selection, contact with WHO officials concerning the RFP process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by WHO, in accordance with the terms of this RFP.

The bidder shall submit, in writing, the <u>complete</u> proposal to WHO, no later than **23 May 2023 at 16:00 hours Sri Lanka time** ("the closing date"), by email at the following email address:

## sesrlprocurement@who.int.

(use Bid reference in subject line)

To be complete, a proposal shall include:

- A technical proposal, as described under part 2 above;
- A financial proposal, as described under part 2 above;
- 1. Annexes 2 & 3, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.

Each proposal shall be marked Ref: RFP-2023-Pillar 1-RMNCAH)-02 WEB-FHB.

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, <u>interalia</u>, 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 <a href="http://www.who.int/about/finances-accountability/procurement/en/">http://www.who.int/about/finances-accountability/procurement/en/</a>.

### 4. Evaluation

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

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

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

The technical evaluation of the proposals will include:

Five or more years of general experience in ICT field in Sri Lanka. Evidence should	20%
be submitted with the proposal	
Having a comprehensive team with good skill mix	
Past work experience in word press or Joomla like content management system	20%
(CMS) based web sites	
Previous work experience managing or using national level health information for	
indicator and dashboard creation and working with DHIS2 (https://dhis2.org/)	
based systems	
Previous work experience with the Ministry of Health / Government agencies and	10%
with UN agencies	
Quality of proposal	15%}
TOTAL	100%

The scoring scale per criteria was defined as follows:

Criteria evaluated as:	Based on the following supporting evidence:	Corresponds to the score of:
Excellent	Excellent evidence of ability to exceed requirements	100%
Good	Good evidence of ability to exceed requirements	90%
Satisfactory	Satisfactory evidence of ability to support requirements	60%
Poor	Marginally acceptable or weak evidence of ability to support requirements	40%
Very Poor	Lack of evidence to demonstrate ability to comply with requirements	10%
No submission	Information has not been submitted or is unacceptable	0%

The number of points which can be obtained for each evaluation criterion is specified above and indicates the relative significance or weight of the item in the overall evaluation process.

A minimum of [60] points is required to pass the technical evaluation.

The final evaluation will combine the weighted scores of both technical and financial proposals to come up with a cumulative total score.

Please note that WHO is not bound to select any bidder and may reject all proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to WHO's general principles, including the principle of best value for money, WHO does not bind itself in any way to select the bidder offering the lowest price.

WHO may, at its discretion, ask any bidder for clarification of any part of its proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

NOTE: Individual contact between WHO and bidders is expressly prohibited both before and after the closing date for submission of proposals.

### 5. Award

WHO reserves the right to:

- 1. Award the contract to a bidder of its choice, even if its bid is not the lowest;
- 2. Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
- 3. Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for WHO's action;
- 4. Award the contract on the basis of the Organization's particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
- 5. Not award any contract at all.

WHO has the right to eliminate bids for technical or other reasons throughout the evaluation/selection process. WHO shall not in any way be obliged to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relating to the evaluation/selection process or to state the reasons for elimination to any bidder.

NOTE: WHO is acting in good faith by issuing this RFP. However, this document does not oblige WHO to contract for the performance of any work, nor for the supply of any products or services.

At any time during the evaluation/selection process, WHO reserves the right to modify the scope of the work, services and/or goods called for under this RFP. WHO shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

WHO reserves the right at the time of award of contract to extend, reduce or otherwise revise the scope of the work, services and/or goods called for under this RFP without any change in the base price or other terms and conditions offered by the selected bidder.

WHO also reserves the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP.

Within 30 days of receipt of the contract between WHO and the successful bidder (the "Contract"), the successful bidder shall sign and date the Contract and return it to WHO according to the instructions provided at that time. If the bidder does not accept the Contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice. The Contract will include, without limitation, the provisions set forth in Annex 3.

Any and all of the contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the Contract, i.e., regardless of whether such conditions are included in the Contractor's offer, or printed or referred to on the Contractor's letterhead, invoices and/or other material, documentation or communications.

We look forward to receiving your response to this RFP.

Yours sincerely

Amit Aggarwal
Administrative Officer

## **Annexes**

- 1. Detailed Terms of Reference
- 2. Confidentiality Undertaking
- 3. Vendor Information Form
- 4. Contractual provisions Additional annexes if required

### **Annex 1: Detailed Terms of Reference**

Complete below or leave the following wording: See attached document.

### 1. Purpose of the APW

to design and develop an interactive dashboard and to upgrade the FHB official website with the latest technology to improve usability and access to information

### 2. Background

National Reproductive, Maternal, Newborn, Child, Adolescent and Youth Health programme (RMNCAYH) has evolved in Sri Lanka over many decades. Currently, the RMNCAYH programme is directed at almost all families in the country with health care system with 354 Medical Officer of Health (MOH) regions. The programme delivers evidence-based intervention packages throughout the life cycle across the health systems.

### Family Health Bureau

Family Health Bureau (FHB) is the national focal point in the Ministry of Health responsible for planning, implementing, monitoring, and evaluating the RMNCAYH programme. FHB is responsible for monitoring of the national programme and provides technical guidance for provincial health care systems to implement and monitor the RMNCAYH programme in the country. In addition, Monitoring and evaluating o the RMNCAYH programme also come under the purview of FHB. FHB has several units headed by Consultant Community Physicians (Public Health specialists) to address the different components of the RMNCAYH programme.

The Monitoring and Evaluation Unit of the Family Health Bureau is responsible for maintaining the official website in which Family Health Bureau showcases all the information relevant to the national RMNCAYH programme. It has access to the eRHMIS, the national electronic reproductive health management information system, and all circulars, guidelines and publications. (Contact M&E Unit- for further details - 0112692743)

#### 2. CURRENT SITUATION

The official website of the Family Health Bureau is the main source that provides all relevant information on the national RMNCAYH programme and is referred by many international and national agencies for information.

This is the main platform for providing updated information on

- National policies
- Strategies
- Guidelines
- Programme reviews
- MOH circulars and other important documents
- National RMNCAYH programme-specific goals & targets to guide the provincial and district health teams
- Current progress on different RMNCAYH programme in relation to intervention coverage; progress towards SDG goals essential information to the government, non-government, and developmental partners
- Main point of archiving of family health annual reports; programme RHMIS formats; other publications
- Dissemination point for RMNCAH-related operational research conducted by the FHB, MOH
- Entry point to the dedicated learning management system (E- Bridge) targeting public health teams used to build capacities on various elements of the RMNCAYH programme
- Entry point for many important web-based surveillance system and other programme-specific websites which provides updated and credible health-related information to the client

The current website can be reached via: <a href="http://fhb.health.gov.lk/index.php/en/">http://fhb.health.gov.lk/index.php/en/</a>

Under the current economic crisis in Sri Lanka, FHB has to provide real-time information especially relevant to morbidity, mortality and health status including maternal mortalities and morbidities, child mortalities and morbidities, and importantly nutrition status of pregnant women, adolescents and under 5 years.

The current website is developed on an outdated Joomla platform, and many users found it hard to find updated information on the site. Also, the features on the current website are still the same. Hence, this hinders sharing the latest information effectively. The issues about the outdated website were felt badly during the COVID-19 pandemic, and many stakeholders and the regional health staff found it hard to reach the necessary information on time.

Therefore, it was decided to design and develop a new website with the latest technology to improve usability and information access

- 3. Planned timelines (subject to confirmation)- Approximately 10-12 weeks between 29 May 2023 -15 Sep 2023
- 4. Requirements Work to be performed

#### **GENERAL CONSIDERATIONS**

Adherence to the following guidelines while developing the website.

- 1. National eHealth Guidelines and Standards (NeGS) and all other applicable national and international laws and guidelines.
- 2. Adherence to Web 2.0 concepts, open standards and Service Oriented Architecture (SOA) principles

### Scope of Service

Study the main functions of the FHB to understand its functions in coordination with WHO.

- 1. To identify the requirements of the new website and the content management platform and plugins with FHB team
- 2. Design the website in a manner that facilitates content management requirements through a Content Management System (CMS) to add information and services incrementally as and when those become available across the website.
- 3. The theme framework shall be designed using responsive web design methodology and techniques to adapt cross-browser and different devices such as desktops, tablets and smartphones.
- 4. Content gathering, organising content logically and coordinating the content gathering process should be carried out with the FHB team.
- 5. Purchase a WPastra growth bundle lifetime subscription for FHB. FHB should own subscriptions. It should be bought for <a href="mailto:fhb.evaluvation@gmail.com">fhb.evaluvation@gmail.com</a>.
- 6. Purchase additional plugins as needed for the development of the website.
- 7. The FHB website layout should be agreed upon by the FHB team to ensure a common look and feel. The overall site, style and look and feel the need to go with the context of the FHB preserving its venerated image.
- 8. All pages from the old site should also be represented in the new site.
- 9. The FHB will provide hosting space and the domain name. FHB has its own cPanel on which the current website is hosted. When the new website is finished, it can be deployed there. However, the bidder/supplier must use their own development instance/server during the development of the new website
- 10. Work collaboratively with FHB team installing and redirecting current domain name.
- 11. Website with should be hosted on the vendor's server and maintained by the vender during the development.

  Maintenance includes updating the website, debugging, software and security updating and regular reporting.
- 12. The developer shall be responsible for fixing any errors in the system or multimedia and acting against hacking and threats during this **warranty period of 6 months**, without additional cost.
- 13. Handover all developed items & web site along with all related additional items including soft copies of all source codes, databases, Content Management Tools, graphics (source file); details of intellectual property rights relating to the graphics, photos; Any proprietary software components; copyright and disclaimer details/etc to WHO & FHB

### Content and design

The current website of FHB can be accessed at <a href="https://fhb.health.gov.lk/">https://fhb.health.gov.lk/</a>.

The website shall have the following two main components as a baseline

- 1. Updated new pages resembling the old website
- 2. Dashboard, which displays the current statistics

The dashboard should be fluid, and FHB should be able to update easily. It should be developed with the inputs from FHB. Needs to display information up to the district level. It should be dynamic and attractive.

Example of model websites - (to refer only)

- 01. https://dashboard.nccp.health.gov.lk/
- 02. https://hpb.health.gov.lk/covid19-dashboard/
- 03. https://www.mckinsey.com/industries/public-and-social-sector/our-insights/us public-health-

### dashboard

## 5 Home page will contain the following information

- Main Banner
- Breadcrumbs
- Main Menu
- High-quality interactive slide show
- Welcome Note/short description about FHB
- Upcoming programs of FHB
- Should display important statistics
- · News and ongoing events/ announcement column.
- Important Links Provide direct links to related websites.
- Footer
- Hit Counters
- Last Update date

### 6 About Us

The following information shall be made available.

- Overview Vision statement, the Mission statement and objectives
- · Brief history of the organisation
- Message of relevant officials
- Key officials of the FHB
- Organisation Structure

## 7 Functions

This Page shall consist of the functions of the FHB

#### 8 Technical units

- This Page shall contain the services offered directly through the FHB and indirect services offered by the technical units of the FHB.
- A separate page for each unit at FHB should be accommodated to publish their content.
- Content includes text, media files, documents files and data visualisations.

### 9 Programmes

- This Page shall contain programs conducted by FHB which can be updated regularly according to the program schedule.
- Further recent programs should be displayed on the home page and all other past or future programs should be listed in this section for easy navigation.

## 10 Publications / Resources

- This page should contain all related publications with a view/download facility.
- This page will contain guidelines, circulars and other material for healthcare professionals and institutions.
- Most of the content will be PDF documents but the page should accommodate any other type of media.

#### 11 News and Events

12

This page shall contain Latest News, Events and Press Releases published by FHB.

## 12 Gallery

There shall be 2 sections for the image gallery and video gallery along with easy navigation including general descriptions of the albums.

### 13 Contact Us

The following information shall be made available.

- Inquiry
- · Postal address.
- General Telephone numbers, Fax Numbers and email addresses.
- Inquiry / Feedback form.
- A map which shows the location of the FHB
- · Contact Details
- Contact person's names, telephone numbers/fax numbers, and email addresses.

## 14 Site Map

This page shall contain links to all pages and sections of the FHB Website

The website should also carry the following features.

#### 3. GENERAL FEATURES

- Date of Last Update on the web page.
- A link to the Sri Lanka Government web portal (<u>www.gov.lk</u>) and Government Information Centre (<u>www.gic.gov.lk</u>) and any other related links specified by the FHB.
- Provide facility to publish news and events information of FHB and archive them when required.
- The total number of pages will depend upon the requirements of the FHB. A web page shall contain at least 300 words.

#### 16 Software Tools:

Updating:

Use a Content Management System (CMS) to provide content management support for all pages and parts of the website. The content management system should be capable of activating/deactivating features/functions outlined in selected areas and articles of the website.

Search:

Ability to search for information in all three languages, including a minimum of the following.

Used to find and view all documentation and information available on the website.

Ability to search words, or phrases, etc.

## 17 Support pagination

Alerting Services: Ability to provide alerting services, such as RSS, email and other appropriate technologies that enable subscribed members to be informed about FHB activities.

## 18 Communication: Dialog with Citizens

A feedback utility allows the public to send comments and ask questions about FHB via the Contact Us form.

Ability to integrate social media tools such as Facebook, Twitter, Google Plus, etc, when required.

## 19 Secure user login facility for authorised users.

Login should be created for FHB-authorised personals.

# 20 Design: (Usability, Accessibility)

- Websites should be designed with simplicity to allow for the quickest loading on multiple browsers.
- The website should be responsive even to view on mobile devices.
- Website should be compatible with commonly available browsers.
- The website should be Unicode compatible.
- Ability to Navigate content in a smooth, user-friendly and sensible manner.
- The CMS should support the LAMP (Linux, Apache, MySQL and PHP) environment.
- Website developers should adhere to the highest standards conforming to World Wide Web (W3C) standards and the latest version of ICTA web standards for government organisations.

## 21 Security

- Security and privacy of all personal data contained in the user accounts should be ensured using modern data encryption methods and security features such as two-factor authentication.
- The website developer should use the HTTPS protocol and be equipped with an SSL certificate for the period of maintenance.
- Up-to-date backup of the website should be maintained to recover from intrusions and accidental data losses.
- An audit trail should be maintained to monitor the activities of users; It should maintain a detailed record of the addition, modification, and deletion of website data by each user, date and time and location.
- A detailed record of website use by external viewers should be maintained: Hit counter; Number of page loads; Number of hits received; Pages accessed by the user; Visitor's location-based information etc.
- Confidential information exchanged between FHB and vendors should not be disclosed to any third party. All
  information is considered confidential unless stated otherwise.

#### 7. MONITORING AND AUDITING

- The website should include a tool(s) (non-proprietary) that can generate statistics about users who publish, update, or delete any content on the website
- The website should include statistic generating tool(s) which can generate statistics: Hit counter; Number of page loads; Number of hits received; Pages accessed by the user; Visitor's location-based information etc.
- Archiving Ability to archive content/documents and also to search archived documents

### Training of FHB staff

Provide Training for FHB Team. The training should cover,

- Introduction to the CMS used
- Introduction to the Content Management methodology.
- Content uploading procedure (text, image, attachments, videos, Audio, Classified).
- Common mistakes/errors in content management.
- · Procedure for reviewing the output

### 5. Requirements - Planning

## Design: (Usability, Accessibility)

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- Website developers should adhere to the highest standards conforming to World Wide Web (W3C) standards and the latest version of ICTA web standards for government organisations.

### **OWNERSHIP OF THE WEBSITES**

- The website developer should provide soft copies of all source codes, databases, Content Management Tools, graphics (source file) WHO & FHB.
- The intellectual property rights relating to the graphics, photos (captured by the photographers), text, artwork, design, sound recordings, software, database, and any other components developed for this project by the consultant shall be the property of WHO & FHB.
- Any proprietary software components belonging to the web developers shall be licensed to FHB for perpetual use.
  The consultant shall require making appropriate arrangements to make available the source code of the said
  proprietary software to the client in the event of either bankruptcy or winding of the merger of the consultant
  company.
- should impose the copyright and disclaimer notices as specified by the Purchaser.
- All confidential information exchanged during the assignment should be treated as non-disclosable content

**Interactive Dashboard**, which displays the current statistics. Dashboard should include the following features.

- Data can be uploaded to the dashboard using a CSV or excel by the user. To do this system should proved a interface for the user.
- Data can be analysed / Filter based on monthly, yearly (Period Dimension). In addition to that data can be able to analysed / Filter based on the Districts (28 Health Districts).
- Indicators to be display in the dashboard in the will be shared from FHB.
- May able to add new indicators and remove /modify existing indicators.
- Different type of display method must be used in the dashboard and it must be attractive. (table, charts, graphs)
- Example in this web site -https://kinsta.com/blog/wordpress-charts/

#### 6. Inputs

FHB Team will provide the following facilities to the development team.

- Provide content /text of the FHB website including images and video clips
- Organizing meetings with necessary parties within FHB.
- Hosting space and the domain name will be provided to migrate and redirect the new web site after the fully development

#### 7. Deliverables

- a. Draft prototype of the web site and dash board approved by FHB
- b. Fully functional web site & dashboards developed & hosted approved by FHB
- c. Training report on training of FHB staff on Web site and dashboard management
- d. Handing over document accepted by FHB
- e. Final technical report- as per WHO format
- f. Statement of expenditure

### 8. Activity Coordination & Reporting

As attached annex

Technical Officer:

Name, Title, Department, Unit

Dr M. N. Danansuriya

National Professional Officer, RMNCAH Unit

For the purpose of:

Technical supervision and instructions – Reporting

Administrative	Name, Title, Department, Unit	Email:	aggarwalam@who.int
Officer:	Mr. Amit Aggarwal, Administrative Officer		
For the purpose of:	Contractual and financial management of the contract		

9. Characteristics of the Provider
As attached annex

10. Place of assignment Colombo, Sri Lanka



## **Annex 2: Confidentiality Undertaking**

- 1. The World Health Organization (WHO), acting through its Department of NAME OF DEPARTMENT, has access to certain information relating to TOPIC which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as "the Information").
- 2. WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposal (RFP) for "NAME OF PROJECT" ("the Purpose"), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
- 3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
- 1. was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
- 2. was in the public domain at the time of disclosure by or for WHO to the Undersigned;
- 3. becomes part of the public domain through no fault of the Undersigned; or
- 4. becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality (as evidenced by written records or other competent proof).
- 5. The Undersigned further undertakes not to use the Information for any benefit, gain or advantage, including but not limited to trading or having others trading in securities on the Undersigned's behalf, giving trading advice or providing Information to third parties for trade in securities.
- 6. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
- 7. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
- 8. Any dispute arising from or relating to this Undertaking, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event of the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Undersigned and WHO or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, with the rules of arbitration of the International Chamber of Commerce. The Undersigned and WHO shall accept the arbitral award as final.
- 9. Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

Acknowledged and Agreed:

Entity Name:

Mailing Address:

Name and Title of duly authorized representative:

Signature:

Date:

# **Annex 3: Vendor Information Form**

Company Information to be provided by the Vendor submitting the proposal		
UNGM Vendor ID Number: If available – Refer to WHO website for registration process*		
Legal Company Name: (Not trade name or DBA name)		
Company Contact:		
Address:		
City:	State:	
Country:	Zip:	
Telephone Number:	Fax Number:	
Email Address:	Company Website:	
<b>Corporate information:</b>		
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 <b>experience</b> (how could your expertise contribute to WHO's needs for the purpose of this RFP) – Please attach reference and contact details		
Staffing information		

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

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

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

- 2. <u>Zero tolerance for sexual exploitation and abuse, sexual harassment and other types of abusive conduct</u>. WHO has zero tolerance towards sexual exploitation and abuse, sexual harassment and other types of abusive conduct. In this regard, and without limiting any other provisions contained herein:
- (i) each legal entity Contractor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA), and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other natural or legal persons engaged or otherwise utilized to perform the work under the Contract; and (ii) promptly report to WHO and respond to, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the Contractor becomes aware; and
- (ii) each individual Contractor warrants that he/she will (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA), and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct. Without limiting the foregoing, the individual Contractor shall promptly report to WHO, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the individual Contractor becomes aware.
- 3. <u>Tobacco/Arms Related Disclosure Statement</u>. 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. <u>Anti-Terrorism and UN Sanctions; Fraud and Corruption</u>. The Contractor warrants for the entire duration of the Contract that:
- i. it is not and shall not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it shall not make any payment or provide any other support to any such person or entity and that it shall not enter into any employment or other contractual relationship with any such person or entity;
- ii. it shall not engage in any fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in connection with the execution of the Contract;
- iii. it shall take all necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices as referred to above in connection with the execution of the Contract; and
- iv. it shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services (IOS), any credible allegations of actual or suspected fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption of which the Contractor becomes aware and respond to such allegations in an appropriate and timely manner in accordance with its respective rules, regulations, policies and procedures. Furthermore, the Contractor agrees to cooperate with WHO and/or parties authorized by WHO in relation to the response. Relevant information on the nature of any credible allegations of such actual or suspected violations, as well as the details of the intended response and the outcome of any such response, should be communicated and coordinated with WHO, with the understanding that, subject to the terms of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, confidentiality and the due process rights of those involved will be respected.

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

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

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

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

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

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

9. <u>Publication of Contract</u>. 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.