



Technical Assistance to Implement the Local Health Systems Playbook for Equity-based COVID-19 Vaccination through CSO Initiatives to Increase COVID-19 Vaccine Uptake in Areas with High Unvaccinated Populations

Request for Proposals (RFP)

Bid Reference

WHE-05-2023

Country/Unit Name

Philippines/ WHE Communications

Closing Date:

21 June 2023]



The World Health Organization (WHO) is seeking offers for Technical Assistance to Implement the Local Health Systems Playbook for Equity-based COVID-19 Vaccination through CSO Initiatives to Increase COVID-19 Vaccine Uptake in Areas with High Unvaccinated Populations

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 needed support for the World Health Organization Health Emergencies (WHE) Programme and Health Promotion Bureau (HPB) of the Department of Health Philippines in implementing the Local Health Systems Playbook for Equity-based COVID-19 Vaccination through CSO Initiatives to Increase COVID-19 Vaccine Uptake in Areas with High Unvaccinated Populations from 19 June 2023 to 31 October 2023 .

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 the development sector with proven expertise in risk communication and community engagement, project management and civil society organisation partnership development.

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

Mandatory experience:

- Evidence of successfully managing and implementing community-based projects with grants between USD 10,000 to USD 100,000.
- Evidence of successfully managing projects with community engagement and community mobilization indicators.
- Relevant experience in communication, education campaigns, advocacy and partnership building, development of policies and legislation, conducting assessment and research, organizing, and facilitating meetings and workshops, and technical meetings, writing technical reports and documents.
- At least seven (7) years experience implementing community-based projects in the Philippines
- Significant experience collaborating with relevant government agencies at the local, regional and/or national levels.
- Efficient organizational and management skills.
- Excellent community organization skills and good community relations.

Desirable experience:

- Previous experience working with WHO, other United Nations agencies, the Department of Health, non-governmental organizations or other health-related organizations is desirable
- Relevant experience working with international and multilateral agencies (especially UN agencies) is an advantage.
- Experience in public health is an advantage.

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 (*please complete Annex 3*)
- Proposed solution
- Proposed Approach/Methodology
- Proposed time line
- Financial proposal - Currency.

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 **Date: 15 June 2023**:

Email for submissions of all queries: cheny@who.int and wpphlwr@who.int
(use Bid reference in subject line)

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

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

The bidder shall submit, in writing, the complete proposal to WHO, no later than **21 June 2023 at 17:00 hours Philippines time** ("the closing date"), by email at the following email address:

cheny@who.int and wpphlwr@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: WHE-05-2023 .

WHO may, at its own discretion, extend the closing date for the submission of proposals by notifying all bidders thereof in writing before the above closing date and time.



Any proposal received by WHO after the closing date for submission of proposals may be rejected. Bidders are therefore advised to ensure that they have taken all steps to submit their proposals in advance of the above closing date and time.

The offer outlined in the proposal must be valid for a minimum period of 90 calendar days after the closing date. A proposal valid for a shorter period may be rejected by WHO. In exceptional circumstances, WHO may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its proposal.

The bidder may withdraw its proposal any time after the proposal's submission and before the above mentioned closing date, provided that written notice of the withdrawal is received by WHO at the email address indicated above, before the closing date for submission of proposals.

No proposal may be modified after its submission, unless WHO has issued an amendment to the RFP allowing such modifications.

No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal (subject always to the minimum period of validity referred to above).

WHO may, at any time before the closing date, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the RFP by written amendment. Amendments could, *inter alia*, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission.

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

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

4. Evaluation

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

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

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

The technical evaluation of the proposals will include:

Addressing of WHO's requirements and expectations	30
Quality of the overall proposal	20
Experience of the firm in carrying out related project	20
Qualifications and competence of the personnel proposed for the assignment	20



Proposed timeframe for the project	10
TOTAL	100

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 [80] 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,
Mrs Ying Chen, PMAO

**Annexes**

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



Annex 1: Detailed Terms of Reference

1. Purpose of the APW

The Contractual Partner will support the World Health Organization Health Emergencies (WHE) Programme and Health Promotion Bureau (HPB) of the Department of Health Philippines in implementing the Local Health Systems Playbook for Equity-based COVID-19 Vaccination through CSO Initiatives to Increase COVID-19 Vaccine Uptake in Areas with High Unvaccinated Populations from 19 June 2023 to 31 October 2023.

2. Background

The first case of COVID-19 in the Philippines was reported on January 30, 2020, with the first local transmission confirmed on March 6, 2020. At the time of writing, there are 4,075,757 documented cases and 66,051 Filipino lives have been lost due to the pandemic.

As of 19 February 2023, there are 73.9 million or 67.75% vaccinated from the total population (with the last dose of primary series). The Philippine government aims to build the immunity of the population, especially vulnerable groups, to protect their health and well-being amid the continuing threat of COVID-19.

The WHO Philippines COVID-19 Incident Management Team (IMT) together with the Department of Health, through its Health Promotion Bureau (DOH-HPB) and the United Nations Children's Fund (UNICEF) have been providing Risk Communication and Community Engagement (RCCE) resources, materials, and toolkits to help raise awareness of the general public especially the vulnerable and marginalized.

However, there is a need to undertake a more targeted and grassroots approach on COVID-19 vaccine demand generation to reach vulnerable populations residing in geographically isolated and disadvantaged areas (GIDAs), especially women, children, elderly, indigenous peoples, and other groups.

In order to reach these communities in GIDAs, the DOH-HPB developed the Local Health Systems Playbook on Equity-based COVID-19 Vaccination to respond to the specific contexts and conditions of communities and ensure that national policies on equity, inclusivity, and gender mainstreaming are fulfilled accordingly. In 2022, the DOH-HPB through the support of the Philippine Disaster Relief Fund (PDRF) piloted the Playbook in Cebu province. This pilot highlighted the role of social mobilizers and other local health partners and advocates aside from the local government units (LGUs) in reaching the goals of equity in vaccination. This must be done by enhancing their capacity and properly equipping them with knowledge and tools to effectively convey messages and combat COVID-19 vaccine misinformation. The goal is to expand the implementation of the playbook in order to ensure equitable, inclusive, and gender-responsive implementation of the COVID-19 vaccination program.

To support this, WHO Philippines will hire institutional contractual partner/s to undertake the implementation of the Local Health Systems (LHS) Playbook on Equity-based COVID-19 Vaccination with available tools and mechanisms, along with the development of innovative and gender-responsive strategies and mechanisms to promote vaccination among vulnerable groups in GIDAs with high unvaccinated population.

General Objectives

- Improve and ensure equitable and accessible delivery of COVID-19 vaccines and boosters to vulnerable populations in GIDAs and
- Complete the pilot implementation of the LHS Equity-based Playbook on COVID-19 Vaccination and subsequent policy issuance for implementation.



Specific Objectives

- Identify and address the gaps on COVID-19 vaccine uptake of women, children, elderly, indigenous peoples and other vulnerable populations residing in GIDAs;
- Develop and institutionalize participatory and collaborative community engagement mechanisms and platforms at LGU level for health promotion and advocacy focused on COVID-19 vaccination;
- In close coordination with the concerned Center for Health Development and local government unit, assess, recalibrate, and implement available RCCE tools to appropriately respond to the specific needs of target populations and communities;
- Generate insights from key stakeholders on the implementation of LHS Equity-based Playbook on COVID-19 Vaccination; and
- Assist in the completion of the Equity Playbook manuscript based on the insights and recommendations generated from the implementation.

3. Planned timelines (subject to confirmation)

Start date: 19 June 2023

End date: 31 October 2023

Total duration: 4.5 months

4. Requirements - Work to be performed

Under the overall supervision of the COVID-19 Response Incident Manager (IM) and the direct supervision of the RCCE Pillar, the Implementing Partner shall perform the following activities and submit agreed deliverables in a timely manner.

The technical assistance (TA) provider shall:

1. Complete the implementation of the LHS Playbook on Equity-based COVID-19 Vaccination aligned with the current tools and mechanisms for demand generation and communication, which include:
 1. Design and implement capacity building modules for Local Health Offices, social mobilizers, barangay health workers, and other local health partners and advocates;
 2. Recalibrate and adapt available RCCE tools and materials based on the particular context and needs of the target community.
2. Monitor and measure the impact of the project by developing a Monitoring, Evaluation, and Learning (MEL) framework aligned with the objectives of the Equity Playbook, which include the analysis of results of the implementation including gender-disaggregated data, conversion rate, and GIDA coverage.
3. Provide feedback and recommendations based on the indicators set in the Demand Generation Microplan.
4. Collate best practices generated from the implementation of the Equity Playbook.

All responsibilities will be taken on alongside the DOH-HPB and other relevant stakeholders, including, but not limited to National Government Agencies (NGAs), Provincial Health Offices (PHOs), and Local Government Units (LGUs).

Method(s) to carry out the activity:

Output 1: Development of Inception Report. The Inception Report shall include:

Deliverable 1.1: Rapid Risk Assessment (RRA). Reference: [https://www.who.int/publications/i/item/risk-communication-and-community-engagement-\(rcce\)-action-plan-guidance](https://www.who.int/publications/i/item/risk-communication-and-community-engagement-(rcce)-action-plan-guidance)



Deliverable 1.2: Develop a Risk Communications and Community Engagement Strategy.

Deliverable 1.3: Workplan including timetable (Gantt Chart)

Deliverable 1.4: Monitoring, Evaluation and Learning (MEL) Plan aligned with the Equity Playbook.

Output 2: First Progress Report.

Deliverable 2.1: Accomplishment report based on the updated RRA and agreed upon indicators in the Monitoring, Evaluation, and Learning (MEL) plan.

Deliverable 2.2: Community-based tools and information, education, and communication (IEC) materials developed from the first month of project implementation

Deliverable 2.3: Implementation Report of the Risk Communications and Community Engagement Microplanning tool

Output 3: Second Progress Report.

Deliverable 3.1: Updated Report on the Implementation of the Risk Communications and Community Engagement Microplanning tool

Deliverable 3.2: Monitoring, Evaluation and Learning (MEL) Report of the RCCE materials

Output 4: Final Report.

Deliverable 4.1: Updated results of RCCE microplanning tool and MEL

Deliverable 4.3: Manuscript of the Equity Playbook with inputs from the CSO Initiative.

5. Requirements - Planning

The contract will be completed in not more than 5 months from the commencement of the Work, or otherwise as agreed in writing among the Owner and the Contractor. The work shall be done in strict compliance with the Contract, Specifications, Schedules, and all other Contract documents and all Instructions. Failure to do so shall be at the Contractor's risk and account. Submission of Bid by the Contractor shall constitute acknowledgement by the Contractor that it is aware of and concurs with all of the requirements or conditions incorporated in the Call for Proposal and the other documents.

As time is an essential element of this Contract, failure to complete all work within the stipulated implementation timeline, as set out in the Terms of Reference, the Owner shall charge the Contractor liquidated damages. This shall be in the amount the sum of 0.5% of the total contract amount per day (Saturdays, Sundays and holidays are included) but not to exceed on total 10% (ten percent) of the contract amount. These liquidated damages shall be for the added cost incurred by the Owner for such delay and also for the inconvenience caused to the users of the Work. It is understood that this is not a penalty but a fixed sum representing the liquidated damages for each calendar day of the delay. Delay shall be counted from the agreed completion date, considering further time extensions approved by the Owner, to the date of completion of work.



6. Inputs

Method(s) to carry out the activity:

- Create an Inception Report for a 4.5-month work plan plotting key project milestones, for approval by WHO staff
- Prepare the Final Manuscript of the Equity Playbook.
- Hand over project documents, photo, data and all relevant project information via an external hard drive or cloud storage to WHO staff at the end of the engagement

7. Activity Coordination & Reporting

The selected Contractual Partner will work with the supervision of:

Responsible Officer:	Dr Yui Sekitani Incident Manager, COVID-19	Email:	ysekitani@who.int
For the purpose of:	Technical supervision and instructions - Reporting		
Administrative Officer:	Mrs Ying Chen Program Management and Admin Officer	Email:	cheny@who.int
For the purpose of:	Contractual and financial management of the contract		

8. Implementation Arrangement, Responsibilities, Reporting, and Communication Protocols

The TA provider shall:

1. Accept full responsibility for the services to be performed under this TOR including integrity and soundness of the output;
2. Complete all the requirements and expected outputs as stated in this TOR within the expected duration of the engagement; and
3. Not at any time communicate to any person or entity any information that is disclosed thereto for the purpose of the Services, nor shall make public any information as to the evaluation of the impact survey in the course of or as a result of the Services, except with the prior written consent with DOH-HPB.

The DOH-HPB shall:

1. Act as the principal client of the TA Provider on behalf of the DOH;
2. Oversee the conduct of activities, as well as monitor the progress of the project;
3. Ensure and facilitate the provision of technical assistance in the conduct of all activities for the project;
4. The DOH-HPB in coordination with WHO shall monitor the implementation of the initiative;
5. The DOH-HPB and WHO shall disseminate the outputs to all relevant stakeholders about the contract;
6. Be responsible for the approval of the projects, report, plan of activities, programs, and documentation submitted by the TA provider;



7. Make available relevant references, all existing documents, and/or other necessary information pertaining to the project (e.g. workshop plan, concept note), and, whenever practicable, DOH-HPB shall provide assistance to the TA Provider in securing data from concerned offices/units;
8. Ensure that the objectives of the project are achieved; and
9. Ensure compliance and adherence to the guidelines set forth by the DOH pertinent to this project.

The WHO shall:

1. Administer the service contract and settle the payment following the agreed terms;
2. Ensure that the objectives of the project are met; and
3. Ensure the timely submission of reports, outputs, and other deliverables stated in the TOR.

Other obligations are as follows:

1. The DOH-HPB in coordination with WHO shall monitor the implementation of the initiative;
2. The DOH-HPB and WHO shall disseminate the outputs to all relevant stakeholders about the contract;
3. All deliverables shall be submitted to the DOH-HPB and the dedicated WHO Unit that will supervise this initiative;
4. Any issues or concern issues or concerns about the contract should be addressed by the DOH-HPB; and
5. Following the Minimum Public Health Standards (MPHS) discussion, meetings, and consultations shall be conducted via online platforms.

The Contractual Partner must fulfil the following qualifications:

Education and Certifications

- The team lead must have at least a university degree in development, communications, public relations, administration, management health promotion, humanities, or a health-related field.

Work Experience

- The team lead must have a good track record in project management and working with international organizations and/or non-profit or the development sector
- The team lead must have at least five (5) years of work experience in communications, advocacy, public relations, or marketing
- Minimum of two (2) years' work experience in a health-related or development organization is an asset
- Demonstrated experience and knowledge of risk communication and community engagement, writing, graphic design, photography, videography, digital management and development of advocacy materials
- The team members must have relevant experience and training in graphic design, video production, and illustration
- Previous experience working with WHO, other United Nations agencies, the Department of Health, non-governmental organizations or other health-related organizations is desirable

Technical Skills and Knowledge

- Demonstrates very good understanding of and skills in risk communication and community engagement, health promotion and advocacy



- Creative, resourceful, and has meticulous attention to detail and accuracy
- Able to adapt to relevant and reasonable project demands and submit deliverables within timelines
- Results-oriented and collaborative attitude at work
- Demonstrates exceptional ability to remain calm, in control, and with a positive attitude even under intense pressure and tight deadlines

Language Fluency

- With excellent verbal and written communication skills in English and Filipino

9. Place of assignment

Remote work, with preference to Contractual Partners based in Mindanao.

The Contractual Partner is expected to travel within the country for field visits. All travel arrangements and clearances will be made in coordination with WHO, but travel expenses must be shouldered by the Contractual Partner.

**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 "Technical Assistance on Content Development for RCCE and Health Promotion" ("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: <i>If available – Refer to WHO website for registration process*</i>			
Legal Company Name: <i>(Not trade name or DBA name)</i>			
Company Contact:			
Address:			
City:		State:	
Country:		Zip:	
Telephone Number:		Fax Number:	
Email Address:		Company Website:	
<u>Corporate information:</u>			
Company mission statement			
Service commitment to customers and measurements used <i>(if available)</i>			
Organization structure <i>(include description of those parts of your organization that would be involved in the performance of the work)</i>			
Relevant experience <i>(how could your expertise contribute to WHO's needs for the purpose of this RFP) – Please attach reference and contact details</i>			
Staffing information			

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Annex 4: Contractual Provisions

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

1. **Compliance with WHO Codes and Policies.** By entering into the Contract, the Contractor acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below).

In connection with the foregoing, the Contractor shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other persons engaged by the Contractor to perform any services under the Contract.

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

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

2. **Zero tolerance for sexual exploitation and abuse.** 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.