



Technical Assistance for the Functionality of the Digital Application of Facility Readiness and Service Availability Assessment and Reporting for Adolescent Health (FReSAAR) Tool for Joint Programme on Accelerating the Reduction of Adolescent Pregnancy (JPARAP)

Request for Proposals (RFP)

Bid Reference

RMNCAH-003-2024

Country/Unit Name

Philippines/Reproductive, Maternal, Neonatal, Child and Adolescent Health

Closing Date:

10 July 2024



The World Health Organization (WHO) is seeking offers for contractual partner that will provide technical assistance to support the functionality and implementation of the digital Facility Readiness and Essential Service Availability Assessment and Reporting for Adolescent Health (FReSAAR) tool, including formulation of a Health Dashboard for the Joint Programme on Accelerating the Reduction of Adolescent Pregnancy (JPAP) in Southern Leyte and Samar.

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 provision of technical assistance to support the functionality and implementation of the digital Facility Readiness and Essential Service Availability Assessment and Reporting for Adolescent Health (FReSAAR) tool, including formulation of a Health Dashboard for the Joint Programme on Accelerating the Reduction of Adolescent Pregnancy (JPAP) in Southern Leyte and Samar..

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 Main proponent is a graduate of any Paramedical Course; Member/s is/are graduates of bachelor's degree in Computer Science, Mathematics, Information System, or related field; with proven expertise in ICT systems and application and is knowledgeable of health information system and universal health coverage (UHC) .

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

Mandatory experience:

- With relevant and extensive experience in developing or coding systems and applications of the software
- Experience in working with the UN system and knowledge of UN system procedures is an advantage.
- Previous work experience with World Health Organization is of utmost advantage

Technical Skills and Knowledge

- Knowledge of database design, server administration, database implementation, operating systems, computer essentials and fundamentals, information security, and project management.

Desirable experience:

- Previous experience in providing services to WHO, other UN agencies, DOH, or other agencies is desirable

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 than **5 July 2024**:

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 **10 July 2024 at 17:00 hours Manila time** ("the closing date"), by email at the following email address:

RMNCAH-003-2024.
(*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;
- 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: RMNCAH-003-2024 .

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	25
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	15
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 [70] 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:

- a) Award the contract to a bidder of its choice, even if its bid is not the lowest;
- b) 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;
- c) 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;
- d) 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;
- e) 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, WHO Philippines

**Annexes**

1. Detailed Terms of Reference
2. Confidentiality Undertaking
3. Vendor Information Form
4. Contractual provisions
5. 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

The World Health Organization Philippines is looking for an institution contractual partner that will provide technical assistance to support the functionality and implementation of the digital Facility Readiness and Essential Service Availability Assessment and Reporting for Adolescent Health (FReSAAR) tool, including formulation of a Health Dashboard for the Joint Programme on Accelerating the Reduction of Adolescent Pregnancy (JPAP) in Southern Leyte and Samar.

2. Background

The United Nations agencies (WHO, UNFPA, and UNICEF), with support from the Korea International Cooperation Agency (KOICA), are currently implementing the Joint Programme on Accelerating the Reduction of Adolescent Pregnancy in Southern Leyte and Samar (2023-2026). This initiative aims to reduce adolescent pregnancies in the Philippines, focusing on the provinces of Samar and Southern Leyte in the Eastern Visayas region. The project seeks to achieve three primary outcomes:

1. Increased access to quality, integrated sexual and reproductive health information and services within project sites.
2. Increased self-awareness of adolescents regarding their sexual and reproductive health and rights.
3. Enhanced governance on adolescent sexual and reproductive health.

In line with the project's intervention to support the health information system of project sites, the Facility Readiness and Essential Services Availability Assessment and Reporting (FReSAAR) tool for Adolescent Health was introduced, developed, and pilot-tested in Eastern Visayas. Following the pilot testing phase, the electronic version was enhanced, and it is now ready for turnover and hosting at the project sites.

To continue the implementation of FReSAAR, a contractual partner will be responsible for facilitating the necessary requirements for the turnover of the electronic application, training relevant partners on the proper use of the FReSAAR tool, and providing ongoing support for its implementation. Additionally, the contractual partner will be responsible for enhancing the digital application, including troubleshooting any technical issues that may arise.

3. Planned timelines (subject to confirmation)

Start date: July 2024

End date: November 2024

Total duration: 4 months

4. Requirements - Work to be performed

Output 1: Accurate, time-bound and properly costed activities related to the consultancy is identified.

Deliverable 1.1: Work and financial plan with detailed budget and timelines for the full consultancy period.

Deliverable 1.2. Comprehensive inception report related to the consultancy



Output 2: Field implementation of the FRESAAR electronic application

Deliverable 2.1: Conduct and facilitate requirements for the transfer and installation of FRESAAR application in the project sites with guidance from CHD-HIS personnel or team, WHO technical staff and update the system as needed until it is error free.

Deliverable 2.2: Develop manual of operation and training materials and conduct training sessions for both users and system-related programmers/technicians to ensure a successful handover of the software and system.

Deliverable 2.3: Oversee the conduct of assessment, collection and analysis and Developed print-ready, and presentation ready health dashboards in collaboration and coordination with CHD and provincial IT and technical team and JPARAP coordinator.

Deliverable 2.4: Participate in scheduled meetings (Regional and Provincial Steering Committee Meetings) to present updates and address any technical or operational concerns as needed.

Output 3: FRESAAR electronic application enhanced and maintained

Deliverable 3.1 Perform and provide guidance and support to regional and provincial IT personnel in implementing system updates and troubleshooting any challenges that arise based on user feedback and identified needs.

Deliverable 3.2: Monitor the FRESAAR application's performance to identify potential issues or areas for optimization and implement necessary measures to ensure its optimal performance.

Deliverable 3.3: "Develop manual of operation and training materials and conduct training sessions for both users and system-related programmers/technicians to ensure a successful handover of the software and system

Deliverable 3.4. Submit all technical and financial reports after the system is evaluated and accepted by DOH EV CHD and/or project sites.

Output 4: Additionally, the contractual partner will provide technical (IT) support in the final works needed to make the FRESAA of Davao Region operational.

Deliverable 4.1 Provide advise to CHD Davao on how to adopt the Aklan Version of the FRESAA including uploading this to the computer tablets

Deliverable 4.2 As needed, provide actual technical support in the preparation of the server that will host the FRESAA data inputs.

Deliverable 4.3 Document and submit in a report, the TA provided to Davao Region CHD. This will form part of the final contract report.

5. Requirements - Planning

The Requesting Unit list the different Outputs, their format and the date at which they are expected. At the stage of the ToRs, the exact list and timelines may not be finalized yet: they should then be marked as "indicative".

6. Inputs

The Technical / Medical Officer indicate the contribution that the beneficiary will make to produce the Outputs.

7. Activity Coordination & Reporting

Technical Officer:	Relevant Technical Officer and Management	Email:	
For the purpose of:	Technical supervision and instructions - Reporting		
Administrative Officer:	Relevant Technical Officer and Management	Email:	



For the purpose of:	Contractual and financial management of the contract
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8. Characteristics of the Provider

The contractual partner must meet the following qualifications:

Education and Certifications

- Main proponent is a graduate of any Paramedical Course
- Member/s is/are graduates of bachelor's degree in Computer Science, Mathematics, Information System, or related field.
- Familiarity with ICT systems and application is of great advantage.
- Knowledgeable of health information system and universal health coverage (UHC) is of advantage.

Work Experience

- With relevant and extensive experience in developing or coding systems and applications of the software
- Experience in working with the UN system and knowledge of UN system procedures is an advantage.
- Previous work experience with World Health Organization is of utmost advantage

Technical Skills and Knowledge

- Knowledge of database design, server administration, database implementation, operating systems, computer essentials and fundamentals, information security, and project management.

Language

- With excellent verbal and written communication skills in English and Filipino, verbal skills of the Bisaya language is of advantage, but not an absolute requirement.

9. Place of assignment

Based in Manila, Philippines, with travel to Southern Leyte, Samar, and Davao City, as needed for implementation, coordination, and collaboration with DOH Eastern Visayas Center for Health Development(CHD), Provincial Governments of Samar and Southern Leyte, and with Davao Region CHD.

NOTE ON CONFIDENTIALITY AND OWNERSHIP

The results, products, and reports of this APW are to be treated as confidential and must not be handed over to third parties. The WHO has exclusive ownership of the reports and reserves the right to further disseminate relevant information. Documents, other information, and/or statistics that are not publicly available and have been provided to the contractor to undertake this work may not be published, further analyzed, disclosed to third parties, or used for any other purpose even after the end of the contract.

The work to be performed under this Agreement for Performance of Work (APW) shall be carried out in accordance with the Terms of Reference and the approved Inception Report. The contract is expected to be completed within a maximum period of two (2) months with the possibility of extending if the need arises, from the commencement of the work, unless otherwise agreed upon in writing between the Owner and the Contractor. All work shall be executed in strict compliance with the Contract, Specifications, Schedules, and all other Contract documents and instructions. Failure to adhere to these requirements shall be the sole responsibility of the Contractor.

For failure to complete all work within the stipulated as set out in the Inception Report, the Owner shall charge the Contractor liquidated damages. This shall amount to 0.5% of the total contract amount per day (Saturdays, Sundays,

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and holidays are included) but not to exceed 10% of the contract amount. These liquidated damages shall cover the added cost incurred by the Owner for such delay and 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.

Other Requirements

Ability to attend at least one or two meetings at the WHO-country office if the need arises.
Other discussions will be held online via Zoom or Microsoft Teams

Management of Conflict of Interest

Any interest by an entity (individual/organization/company), expert, or member of the project team that may affect or reasonably be perceived to (1) affect the expert's objectivity and independence in providing advice to WHO related to the conduct of a project, and/or (2) create an unfair competitive advantage for the expert or persons or institutions with whom the expert has financial or interests (such as adult children or siblings, close professional colleagues, administrative unit or department).

WHO's conflict of interest rules are designed to identify and avoid potentially compromising situations from arising thereby protecting the credibility of the Organization and of its normative work. If not identified and appropriately managed such situations could undermine or discount the value of the expert's contribution, and as a consequence, the work in which the expert is involved. Robust management of conflicts of interest not only protects the integrity of WHO and its technical/normative standard-setting processes but also protects the concerned expert and the public interest in general.

Ethical and Professional Standards

WHO prides itself on a workforce that adheres to the highest ethical and professional standards and is committed to putting the WHO Values Charter into practice.

WHO has zero tolerance towards sexual exploitation and abuse (SEA), sexual harassment, and other types of abusive conduct (i.e., discrimination, abuse of authority, and harassment). All members of the WHO workforce have a role to play in promoting a safe and respectful workplace and should report to WHO any actual or suspected cases of SEA, sexual harassment, and other types of abusive conduct. To ensure that individuals with substantiated history of SEA, sexual harassment, or other types of abusive conduct are not hired by the Organization, WHO will conduct a background verification of final candidates



Annex 2: Confidentiality Undertaking

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

Acknowledged and Agreed:

Entity Name:
Mailing Address:
Name and Title of duly authorized representative:
Signature:
Date:

**Annex 3: Vendor Information Form****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:****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/>



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.