



Technical Assistance for the Development of Omnibus Guidelines for the 1975 Code on Sanitation and a Proposed Bill for the New Sanitation Code of the Philippines

Request for Proposals (RFP)

Bid Reference

HAE-004-2023

Country/Unit Name

Philippines/Health and Environment

Closing Date:

[17 August 2023]



The World Health Organization (WHO) is seeking offers for an institutional partner to provide Technical Assistance for the Development of Omnibus Guidelines for the 1975 Code on Sanitation and a Proposed Bill for the New Sanitation Code of the Philippines through an Agreement Performance of Work (APW) contract.

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 following tasks/responsibilities in collaboration with the Healthy Workplace and Environment Division (HWED), Health Promotion Bureau (HPB) of the Department of Health (DOH), and under the supervision of the World Health Organization Country Office in the Philippines Technical Officer for Health and Environment .

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 environmental health, environmental science, public health, environmental and sanitary engineering with proven expertise in environmental health policy.

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

Mandatory experience:

- Preferably with substantial consultancy, project, program, or international experience on environmental health policy and regulation including review and development.
- Familiar with the works of the World Health Organization, Department of Health, and Local Government Units in the areas of environmental sanitation.
- With previous works on the development of environmental health policies, on national environmental laws and has published international research on environmental health.
- The institution or firm should have been involved in health and/or environmental policy review and development for the last 3-5 years.
- The current workload will not hinder the progress of the engagement.

Desirable experience:

- Preferably with an environmental or public health background with a good understanding of the legal framework in the country.
- With skills in conducting consultation meetings, focus-group discussions and training activities.

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 timeline
- 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 **09 August 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 **17 August 2023 at 16:00 hours Philippine 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.
- 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: HAE-004-2023 .

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

The technical evaluation of the proposals will include:

Addressing of WHO's requirements and expectations	25%
Quality of the overall proposal	25%
Experience of the firm in carrying out related project	25%
Qualifications and competence of the personnel proposed for the assignment	15%
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 [75%] 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,
Dr Rui Paulo de Jesus
WHO Representative

**Annexes**

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



Annex 1: Detailed Terms of Reference

1. Purpose of the APW

Technical Assistance for the Development of Omnibus Guidelines for the 1975 Code on Sanitation and a Proposed Bill for the New Sanitation Code of the Philippines.

2. Background

Presidential Decree 856, known as the Code on Sanitation of the Philippines, was promulgated on December 23, 1975 for the promotion and preservation of the health of every Filipino. It is aimed to raise the health standards of individuals and communities throughout the country. The law is the codification of all existing public health and sanitation laws.

The DOH issued a number of implementing rules and regulations (IRR) to all 20 main chapters of the Code, which provide detailed procedures and requirements to operationalize the provisions of the law. Some of the IRRs have undergone revision for updating to fit the present requirement brought by changes in both technical, environmental, and organizational development over the past and present times.

New national laws have also emerged since 1990 such as the Republic Act (RA) 7160 (Local Government Code of the Philippines); RA 9275 (Clean Water Act 1994), RA 8749 (Clean Air Act) 1999; and RA9003 (Ecological Solid Waste Management Act 2000) which happened to run unparalleled with the PD 856.

The NEHAP 2030 Report revealed that weak enforcement of laws, policies, and standards continue to be an issue due to fragmentation and limited implementation. While there are strong laws and policies that govern environmental health, these need to be better integrated and harmonized to ensure cohesive inter-agency action. Incentives and penalties also need to be better enforced to effectively influence the actions of both public and private stakeholders.

Further, the Philippines faces environmental health issues that are growing and worsening at a rapid pace, especially with climate change. Addressing the issues will require a whole-of-government society approach. (NEHAP 2030 Report). It is expected that the passage of Republic Act 11223, otherwise known as the Universal Health Care Law, will also address environmental health since the law is aimed to protect people from public health threats through the efficient and effective disease surveillance of diseases of public health concern including those caused by biological, chemical and environmental agents.

The Code on Sanitation of the Philippines provides the legal framework to balance the relationship between the environment and health. The need to update the Code is necessary and requires urgent attention.

The objectives of the technical assistance are as follows:

General: To develop: 1) Omnibus Guidelines for the 1975 Code on Sanitation and 2) Proposed draft bill for the Revised Code on Sanitation.

The Omnibus Guidelines is expected to provide guidance and direction to the DOH concerned offices and the local government units to fully implement and ensure compliance to the 1975 Code. These guidelines will also be attuned to the provisions of the recent environmental laws.

Cognizant of the many changes in policies, technologies and initiatives in health and sanitation, a Revised Code on Sanitation is being proposed to the House of Legislators to update its current version that was promulgated in 1975.

Specific:

- a. To provide an overview of the level of implementation of the various IRRs of the existing Code on Sanitation at the regional and local levels, including key challenges, issues and recommendations;
- b. To ensure consistency of sanitation policies and guidelines with other existing environmental laws and regulations, wherever possible



- c. To prescribe integrated sanitation policies and procedures to address emerging needs and existing gaps in policy; and
- d. To establish governance structure to ensure proper implementation of the guidelines.

3. Planned timelines (subject to confirmation)

Start date: 28/08/2023

End date: 28/01/2024

Total duration: 5 months

4. Requirements - Work to be performed

In collaboration with the Healthy Workplace and Environment Division (HWED), Health Promotion Bureau (HPB) - DOH and under the supervision of the WHO/PHL Technical Officer for Health and Environment, the Technical Assistance (TA) Provider shall perform the following tasks/responsibilities:

Output 1: Inception Report

Deliverable 1.1: The inception report shall contain the TA Provider's appreciation and understanding of the Project after consultation with HPB – HWED and WHO and the methodology/approach on how to develop the omnibus guidelines and the draft sanitation bill. The report shall include a detailed work plan with GANTT chart of activities, specific methodologies and identified offices to be involved, locations of activities, materials needed or resource requirements, and tentative dates. The submission of the inception report shall be two weeks after the issuance of the APW.

Deliverable 1.2: Submission and approval of the final inception report shall be within the next two weeks.

Output 2: First Progress Report

Deliverable 2.1: The Initial Progress Report shall cover the documentation of the current progress and accomplishments for the first three months of the project implementation after the approval of the inception report. The report shall also include preliminary findings of the review and assessment of the implementation of the Code including review of other national laws and the draft omnibus guidelines.

Deliverable 2.2: Submit the draft Administrative Order (AO) on the omnibus guidelines, incorporating the comments/recommendations from HPB, WHO.

Output 3: Second Progress Report

Deliverable 3.1: The Second Progress Report shall include the documentation of the current progress and accomplishments for the next three months of the project implementation.

Deliverable 3.2: Submit the initial draft of the proposed bill for a new sanitation code based on the findings from the review of literature, key informant interviews, and regional consultation meetings.

Output 4: Final Report

Deliverable 4.1: Final technical report shall include the documentation of the summary of all the activities undertaken for the whole project duration, findings and observations, and recommendations, including the responses to the comments of HPB and WHO. The TA Provider shall hold a presentation to WHO prior to submission. The following deliverables should be submitted:

- a. Final draft of the Administrative Order (AO) on the Omnibus guidelines.
- b. Final draft of the Omnibus Guidelines for the 1975 Code on Sanitation
- c. Final draft of the proposed bill on the new sanitation code of the Philippines as reviewed and approved by HWED and WHO.

Deliverable 4.2: Final financial report shall provide the details of all the funds disbursement under the project.



Notes on acronyms:

APW - Agreement on the Performance of Work

IRR - Implementing Rules and Regulations

DOH – Department of Health

NEHAP - National Environmental Health Action Plan

HWED - Healthy Workplace and Environment Division

RA – Republic Act

HPB – Health Promotion Bureau

AO – Administrative Officer

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 Officer indicate the contribution that the beneficiary will make to produce the Outputs.

7. Activity Coordination & Reporting

Technical Officer:	Engr Bonifacio B. Magtibay Technical Officer Environmental and Occupational Health	Email:	magtibaybo@who.int
For the purpose of:	Technical supervision and instructions - Reporting		
Administrative Officer:	Mrs Ying Chen Programme Management and Administrative Officer	Email:	cheny@who.int
For the purpose of:	Contractual and financial management of the contract		

8. Characteristics of the Provider

Education and Certifications:

- The Team leader must have a post-graduate degree in any environmental health, environmental science, public health, environmental and sanitary engineering, or equivalent courses.

Experience required:

- Preferably with substantial consultancy, project, program, or international experience on environmental health policy and regulation including review and development.
- Familiar with the works of the World Health Organization, Department of Health, and Local Government Units in the areas of environmental sanitation.
- With previous works on the development of environmental health policies, on national environmental laws and has published international research on environmental health.
- The institution or firm should have been involved in health and/or environmental policy review and development for the last 3 to 5 years.
- The current workload will not hinder the progress of the engagement.

Skills / Technical skills and knowledge:

- Preferably with an environmental or public health background with a good understanding of the legal framework in the country.



- With skills in conducting consultation meetings, focus-group discussions and training activities Language requirements:
- Excellent English communication skills (written and oral).

Other requirements

The Contractual Partner shall:

- a. Accept full responsibility for the services to be performed under this TOR including integrity and soundness of the design of the outputs.
- b. Seek DOH and WHO consent prior to the conduct of any activity related to the project. DOH and WHO shall always be kept in the loop in terms of all communications made during and relative to the project.
- c. Not at any time communicate to any person or entity any information disclosed thereto for the purpose of the Services, nor shall make public any information as to the recommendations formulated in the course of or as a result of the Services, except with the prior written consent of the HWED-HPB.

The HWED-HPB, DOH shall:

- a. Oversee the conduct of activities, as well as monitor the progress of the project;
- b. Ensure and facilitate the provision of technical assistance and administrative support in the conduct of all activities for the project;
- c. Be responsible for the approval of the projects, report, plan of activities, programs, and documentation submitted by the TA Provider.
- d. Make available relevant references, all existing documents, and/or other necessary information pertaining to the project and, whenever practicable, DOH shall provide assistance to the TA Provider in securing data from concerned offices/units.
- e. Ensure that the objectives of the project are achieved;
- f. Ensure compliance and adherence to the guidelines set forth by the DOH pertinent to this project
- g. In consultation with WHO, identify and send invitations to participants in consultation meetings or workshops.
- h. Ensure the timely submission of reports, outputs, and other deliverables stated in the TOR.
- i. Endorse to WHO the output and billing statement of the TA Provider.

Proprietary and intellectual property rights

The WHO shall have the sole proprietary and intellectual property rights of all outputs/ deliverables/ reports/ documents and other files, including raw data gathered and used for and during the project, compiled or prepared in the course of the performance of the services supplied by the TA provider, as stated herein.

Data Privacy and Confidentiality

- The TA Provider shall be bound to the confidentiality of data and information accessed during the course of engagement and shall be liable for any breach. 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 have exclusive ownership of the reports and reserve the right to further disseminate relevant information. The contractual partner will also provide disclaimer on the reports: This document has been produced with the assistance of the World Health Organization. The contents of this publication are the sole responsibility of the author and does not necessarily reflect the opinions, recommendations, or advice of the World Health Organization.



- The TA provider must have no direct or indirect interest in the tobacco or e-cigarette industry, alcohol industry, arms dealing, breast milk substitutes, or human trafficking.

Contract Time

The work to be done under this contract shall be the **Technical Assistance for the Development of Omnibus Guidelines for the 1975 Code on Sanitation and a Proposed Bill for the New Sanitation Code of the Philippines** as set out in the Terms of Reference. The contract will be completed 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 the requirements or conditions incorporated in the Call for Proposal and the other documents.

As time is an essential element of this Contract, for failure to complete all work within the stipulated as set out in the Terms of Reference, the Owner shall charge the Contractor liquidated damages. This shall be in the amount of 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 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.

Management of Conflict of Interest

Any interest by entity (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 is 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 expert's contribution, and consequently, 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 that is committed to put 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 conducts are not hired by the Organization, WHO will conduct a background verification of final candidates.

9. Place of assignment

Manila and Davao Region, Philippines



Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of Health (DOH), has access to certain information relating to Technical Assistance for the Development of Omnibus Guidelines for the 1975 Code on Sanitation and a Proposed Bill for the New Sanitation Code of the Philippines 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 Development of Omnibus Guidelines for the 1975 Code on Sanitation and a Proposed Bill for the New Sanitation Code of the Philippines" ("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: <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:	
Corporate information:			
Company mission statement			
Service commitment to customers and measurements used <i>(if available)</i>			
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) – <i>Please attach reference and contact details</i>			
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.