



**World Health  
Organization**

## **Call for research proposals: Health emergency and disaster risk management (Health EDRM) in the context of COVID-19**

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### **Request for Proposals (RFP)**

Bid Reference  
**2020/HQ/WKC/0015**

Cluster/Dept. Name  
**WHO Kobe Centre, HQ/UHC-HEP/WKC**

### **Purpose of the RFP:**

To conduct research that addresses the key research priorities on Health EDRM in the context of COVID-19

### **Closing Date:**

Intention to bid: 11 September 2020  
research proposal: 27 September 2020



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## 1. INTRODUCTION

### 1.1 Objective of the RFP

The purpose of this Request for Proposals (RFP) is to enter into a contractual agreement with a successful bidder and select a suitable contractor to conduct research that address the key research priorities on Health Emergency and Disaster Risk Management (Health-EDRM) in the context of COVID-19.

WHO is an Organization that 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.

### 1.2 About WHO

#### 1.2.1 WHO Mission Statement

The World Health Organization was established in 1948 as a specialized agency of the United Nations. The objective of WHO ([www.who.int](http://www.who.int)) is the attainment by all peoples of the highest possible level of health. "Health", as defined in the WHO Constitution, is a state of complete physical, mental and social wellbeing and not merely the absence of disease or infirmity. WHO's main function is to act as the directing and coordinating authority on international health work.

#### 1.2.2 Structure of WHO

The World Health Assembly (WHA) is the main governing body of WHO. It generally meets in Geneva in May of each year and is composed of delegations representing all 194 Member States. Its main function is to determine the policies of the Organization. In addition to its public health functions, the Health Assembly appoints the Director-General, supervises the financial policies of the Organization, and reviews and approves the proposed programme budget. It also considers reports of the WHO Executive Board, which it instructs with regard to matters upon which further action, study, investigation or report may be required.

The Executive Board is composed of 34 members elected for three-year terms. The main functions of the Board are to give effect to the decisions and policies of the WHA, to advise it and generally to facilitate its work. The Board normally meets twice a year; one meeting is usually in January, and the second is in May, following the World Health Assembly.

The WHO Secretariat consists of some 7,900 staff at the Organization's headquarters in Geneva, in the six regional offices and in countries. The Secretariat is headed by the Director-General, who is appointed by the WHA on the nomination of the Executive Board. The head of each regional office is a Regional Director. Regional directors are appointed by the Executive Board in agreement with the relevant regional committee.

#### 1.2.3 Description of Cluster/Service/Unit

The WHO Centre for Health Development (WHO Kobe Centre—WKC) was established in 1995 with the endorsement by the WHO Executive Board and the generous financial and material support of the Kobe Group[1]. While physically located in Kobe, Japan, WKC is a department of WHO global Headquarters (HQ). As such, WKC follows the goals and objectives of the WHO's 13th General Program of Work with a global geographic scope of work. Its current research strategy for 2016 -26 is to conduct research and synthesize evidence about health systems and innovations to accelerate progress towards Universal Health Coverage (UHC), and advance knowledge about responding to health emergencies and disasters to create a resilient health system. The WKC research strategy was endorsed, and core funding was agreed upon in a Memorandum of Understanding signed by the WHO Director General and the Kobe Group. Under the current research plan, WKC focuses on three research themes: service delivery, financing and innovations; UHC metrics in the context of population ageing; and health emergencies and disaster risk management (Health-EDRM). This RFP falls under the theme of Health-EDRM and strengthening health systems.



### **1.3 Definitions, Acronyms and Abbreviations**

PI: Principal Investigator

RFP: Request for Proposal

UHC: Universal Health Coverage

WKC: WHO Centre for Health Development (WHO Kobe Centre, WHO HQ Department that is based in Japan)

Health EDM: Health Emergency and Disaster Risk Management

EDRM: Emergency and Disaster Risk Management

DRM: Disaster Risk Management

TPRN: WHO Thematic Platform for Health Emergency and Disaster Risk Management Research Network

TO: Technical Officer

## 2. BACKGROUND: DESCRIPTION OF PRESENT ACTIVITIES

If any: description of the existing activities currently undertaken by WHO Kobe Centre, HQ/UHC-HEP/WKC and related to the objective of this Request for Proposals.

### 2.1 Overview and current approach

The global community is presently facing one of the most challenging global disasters of the 21st century. The COVID-19 pandemic started with the reporting of a cluster of respiratory illnesses of unknown cause in Wuhan, China on 31 December 2019 [1,2,3]. The WHO declared the outbreak as a Public Health Emergency of International Concern (PHEIC) on 30 January 2020, and then characterized it as a pandemic in March 2020 [4, 5].

The current pandemic affects all regions of the world. There have been unprecedented disruptions in health, social and economic sectors. It is a reminder that all countries have vulnerabilities to a range of global and national risks, regardless of socio-economic backgrounds or the strength of their health systems. Health systems across high-, middle-, and low-income countries are responding and adapting to COVID-19 with a range of strategies based on national policies, WHO or international guidelines and past experiences, context-specific needs, and national priorities and expectations [6]. While the spread of COVID-19 is global, the impact has varied within and across countries as different strategies have been applied in terms of national prevention, preparedness response and recovery measures across countries [6, 7]. Notably and predictably, COVID-19 has had greater health and socio-economic effects on populations with higher levels of vulnerability, for example, older people and those with underlying health conditions, self-employed, low-income, and health care workers (many of whom are women), and people with limited access to health care, especially when the capacity for treating patients has been overwhelmed.

A large number of technical guidance and other scientific publications are rapidly being generated with scientific and public health knowledge and strategies such as how to prevent the spread of COVID-19 and care for patients, and how health and other sectors are managing this pandemic. In addition, countries and communities also need to remain alert and prepared for seasonal or emerging extreme weather events, natural hazards and outbreaks of diseases that may occur during this time and should implement additional precautions to ensure that the optimal response to the COVID-19 pandemic can be maintained [8].

WHO and partners are implementing several substantial initiatives to accelerate research and development for COVID-19. These include the Global Research Roadmap for the 2019 Novel Coronavirus that addresses research priorities in 9 thematic areas such as epidemiology, clinical management, diagnostics, vaccines, ethics and social sciences in emergency response [9]; the “Solidarity” trials for COVID-19 treatments [10]; and the Access to COVID-19 Tools (ACT) Accelerator to accelerate development, production, and equitable access to COVID-19 tests, treatments, and vaccines [11].

The WHO Health Emergency and Disaster Risk Management (Health EDRM) Framework [12] provides guidance to countries and partners on developing capacities to reduce the risks and impacts of all types of emergencies and disasters including epidemics and pandemics. The principles, components and functions described by the Health EDRM paradigm provide a frame for conducting research and learning lessons from sharing of country and community experience of the COVID-19 pandemic which will inform all-hazards prevention, preparedness, response and recovery across countries and communities.



Under the WHO Health EDM Framework in 2019 [13] and the WHO Thematic Platform for Health-EDRM Research Network (TPRN) [14, 15]. to promote international collaborative research activities, this call for proposals aims to generate research findings to address prevention, preparedness, response and recovery for the COVID-19 pandemic in the context of Health-EDRM. This call for proposal aligns with the WHO's 13th General Programme of Work (GPW13) 2019-23 which includes health emergencies among its three strategic priorities, and with the agenda aiming to build and sustain resilient national, regional and global capacities required to keep the world safe from epidemics and other health emergencies; and to ensure that populations affected by acute and protracted emergencies have rapid access to essential life-saving health services including health promotion and disease prevention [16].

Given the vast dimensions of the COVID-19 pandemic, there are knowledge gaps in other aspects of the COVID-19 pandemic that require evidence for action and research, for example, in relation to governance and coordination, the roles and interdependencies between health and other sectors in implementing a whole-of-society approach to managing the pandemic, community resilience, and all-hazards risk management including preparedness for concurrent emergencies during the course of the pandemic. This call for proposals targets these areas of research and is designed to complement other WHO research initiatives in areas linked to the priorities established through the WHO Thematic Platform for Health EDM Research Network.

## References

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## 2.2 Objectives of the present activity

The call for proposals seeks one or more academic institution(s) to conduct research addressing one or more research areas laid out in section 3.3.

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## 2.3 Activity coordination

The proposed research requires engagement of researchers or other related experts ideally from multiple countries. It is recommended that the Principle Investigator (PI) form international partnerships with researchers and institutions from different countries and regions to reflect this diversity. It is also preferable that the research team have the capabilities to access the literature in more than one language.



### 3. REQUIREMENTS

#### 3.1 Introduction

WHO requires the successful bidder, the Contractor, to conduct research, to produce a project brief, technical report, one of more policy briefs and draft of one or more papers suitable for submission to peer-reviewed scientific journal

#### 3.2 Characteristics of the provider

##### 3.2.1 Status

The provider shall be a [ for profit] [ not for profit] institution operating in the field of emergency medicine, health emergency and disaster risk management, risk communication, mental health, public health, health systems or health policy with proven expertise in applying research methods to public health problems, including program evaluation, epidemiological methods, health systems research, and combining qualitative and quantitative research methods.

##### 3.2.2 Accreditations

An accreditation or an on-going accreditation process by a certified accreditation body will be an asset.

##### 3.2.3 Previous experience

Previous work with international organizations and/or major institutions in the field of: emergency medicine, health emergency and disaster risk management, public health or health policy is  required OR  desirable. Proven experience in: epidemiology, health statistics, field study, research, expert consensus is  required OR  desirable.

##### 3.2.4 Staffing

We expect the successful bidders to dedicate sufficient experts to manage and conduct this research. This should be clearly identified in the proposal with Full Time Equivalent (FTE) indicated for each member of the research team, including partners. **It would be desirable for applicants to demonstrate international academic partnerships when applying to this RFP, with good geographic and linguistic spread to assist in the conduct of this work.**

#### 3.3 Work to be performed

Successful bidders will provide comprehensive proposals in one or more of the following four research areas.

**a) Research that increases the likelihood of implementing an all-hazards health emergency and disaster risk management approach, including prevention, preparedness and readiness, for the risks related to emergencies that may occur during the COVID-19 pandemic**

Countries and communities are facing not only COVID-19 outbreaks, but are also supporting local communities in preventing, preparing, responding and recovering from other events including those due to other outbreaks and natural hazards, i.e. tropical cyclones (including hurricanes and typhoons), earthquakes, and flooding.

The typhoon season in the western North Pacific region typically runs from May to November; the hurricane season in the Americas and the Caribbean runs from June to November, peaking in August and September;



the cyclone season in the South Pacific and Australia normally runs from November to April; in the bay of Bengal and Arabian Sea, tropical cyclones usually occur from April to June and from September to November; the East Coast Africa normally experiences tropical cyclones from September to November. 7 earthquakes over magnitude 7.0 have already occurred in 2020 in four WHO regions (PAHO, EURO, SEARO, WPRO).

Managing the risks of concurrent emergencies during the COVID-19 pandemic or other disease outbreaks poses particular challenges for prevention, preparedness, response and recovery. These include maintaining COVID-19 precautions, practising infection prevention and control measures, and mitigating the risk of disease transmission - while at the same time communicating risks, all-hazards emergency planning and contingency planning for specific hazards, coordination mechanisms for preparedness and response, organizing evacuation centres, delivery of essential supplies, and providing health care services and case management.

Research is needed to increase knowledge about good practices in terms of how countries have managed to address the risks of concurrent emergencies and the COVID-19 pandemic. Systematically documenting experiences, identifying gaps and lessons learned can usefully inform guidance to countries in disaster prone countries and communities across different settings. It is anticipated that the results will provide information in a timely manner for ongoing preparedness and readiness for concurrent emergencies, updating the existing knowledge, and formulating recommendations for future all-hazard health emergency and disaster risk management during the COVID-19 pandemic and other disease outbreaks.

**b) Research that strengthens governance mechanisms and enables a whole-of-society approach to managing the risks related to the COVID-19 pandemic and other health emergencies.**

Successful management of the COVID-19 pandemic requires implementation of whole-of-society measures from many stakeholders, including public health and other sectors, to reduce the health, social, economic and environmental risks and impacts of the disease and its consequences. COVID-19 has demonstrated the value of governance and leadership to ensure effective engagement and coordination of all stakeholders within and across sectors, including government, businesses and civil society, at all levels of society. In some countries, governance and effective coordination and communication has been difficult to operationalize and shown to be a major challenge for COVID-19 management. However, some settings have been more successful than others.

Research is needed to understand how countries and communities have successfully operationalized risk management for COVID-19 by strengthening the whole of society approach. A critical issue is the role that multisectoral coordination platforms have played, such as national and local disaster management organizations, and the way in which health sector coordination mechanisms have assessed, planned and implemented risk management measures for COVID-19 and other concurrent emergencies with other sectors. Another important consideration is the management of critical interdependences between sectors and services, for example, the reliance of health care facilities on water, power and telecommunications to maintain the functionality of the facility and the delivery of services.

**c) Research to strengthen community resilience before, during and after the COVID-19 pandemic.**

The resilience of communities to COVID-19 and other emergencies is described by their ability to “resist, absorb, accommodate, adapt to, transform and recover from the effects of a hazard in a timely and efficient manner, including through the preservation and restoration of its essential basic structures and functions through risk management” (UNGA 2016).

Wide variation in community resilience to COVID-19 exists in communities within and across countries. Many interacting positive and negative factors influence the resilience of communities such as the current risk context (e.g. areas of continuing violence and conflict, concurrent emergencies), the vulnerability of the community as a whole and specific populations, access and availability of resources and services including



health and other services, local governance, participatory approaches, the role of the media, prior experience of disasters, and the levels of knowledge, attitudes, risk perception and behaviours of individuals and community groups. These factors also affect the practice of public health and social measures that are known to be effective in preventing the spread and control of COVID-19. Public health measures include combined prevention interventions such as physical distancing, hand hygiene, respiratory hygiene, and face coverings such as masks, that may require longer-term behavioural changes, and communication of risks associated with exposure, infection, and vaccines. Variation in implementation could be accounted for by individual choices, financial resources, physical infrastructure, the broader environment and other factors.

Knowledge synthesis is needed to better understand the factors that affect community resilience to COVID-19 and other emergencies and disasters, including the elements that affect people's risk perceptions and behaviours, as well as the barriers and enabling factors for the design and implementation of risk management including public health and social measures. This will provide important evidence for all stakeholders, including governments to develop local strategies to reduce risk and impacts of emergencies and disasters including the ongoing pandemic and other disease outbreaks. This will be useful for the design of recovery strategies and applying the "build back better" principle to reduce to risks of future emergencies. Identifying best practices, evaluating strategies and actions that have worked across communities and countries, and identifying common challenges across countries will inform the evidence

#### **d) Studying interventions to address mental health problems in the Kansai region, Japan**

COVID-19 prevention, preparedness and response measures have increased the incidence of problems related to mental health and psychosocial issues (e.g. suicide, depression, eating disorders, domestic violence, substance abuse, etc.). Stigma and discrimination among patients, health workers and families that suffer from COVID-19 have exacerbated mental health challenges.

We invite research proposals that propose to evaluate specific interventions that address the local mental health challenges and needs, including stigma and discrimination. Given the local mandate of WHO Kobe Centre, this research should focus on the Kansai area of Japan.

##### **3.3.1 Key requirements**

The PI should demonstrate considerable experience in conducting research in health emergency and disaster risk management, public health and/or health policy. It is recommended that the PI has an institutional base that is an established research or academic unit. The PI and team members will need to demonstrate the necessary experience, capacity and resources to execute and manage the research protocol and its implementation.

The PI should demonstrate a track record of conducting programmatic and operational research in the field of health emergency and disaster risk management, risk communication, mental health, public health, health systems or health policy with proven expertise in applying research methods to public health problems, including program evaluation, epidemiological methods, health systems research, and combining qualitative and quantitative research methods. It would be desirable for applicants to demonstrate broad international academic partnerships, with a wide geographic spread to conduct this work.

##### **3.3.2 Place of performance**

The project should be carried out and managed from within the home institution of the PI in collaboration with international or local partners.

##### **3.3.3 Timelines**

We invite applicants to suggest appropriate timelines. This project however, should not exceed 24 months in length from beginning to completion.



### **3.3.4 Reporting requirements**

An initial project brief is expected at the start of the research project, and a progress report will be expected at the mid-point of the project. At the end of the project, draft journal articles formatted for submission to peer reviewed journals, and one or more policy briefs suitable should be submitted to WKC.

### **3.3.5 Performance monitoring**

The PI will provide leadership and guidance for the project team and will serve as the focal point. The quality and timeliness of activities and deliverables will be closely monitored by the WKC in accordance with the WHO Kobe Centre's Research Quality Assurance Plan. Regular communication by e-mail and phone calls will be held with the PI, and when possible, face-to-face meetings will also be arranged.

### **3.3.6 Instruction for proposal development**

In each of the four areas described in a to d, the principle investigator and research teams should describe clear objectives, methodology, project management team, and time and budget required for implementation. Bidders must clearly indicate their timeline for completion of the research, and the team that they will assemble for the research. The budget should be justified based on the research proposed and will be reviewed for value for money.

The proposals should describe the specific problem to be addressed and research gaps, propose research methodology and an analytical plan, and describe the expected results in terms of public health policy and practice recommendations.

Different research methods are acceptable and expected to be fully aligned with the research question and as rigorous as possible. The research is expected to be done in English; one other language is desirable. Multi-country research involving different research teams from two or more of WHO's regions is preferred, involving countries of different socio-economic settings.



## 4. INSTRUCTIONS TO BIDDERS

Bidders should follow the instructions set forth below in the submission of their proposal to WHO:

**WHO will not be responsible for any proposal which does not follow the instructions in this RFP, including this Section 4, and may, at its discretion, reject any such non-complaint proposal.**

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### 4.1 Language of the Proposal and other Documents

The proposal prepared by the bidder, and all correspondence and documents relating to the proposal exchanged by the bidder and WHO shall be written in the English language.

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### 4.2 Intention to Bid

**No later than 11/09/2020, 23:00 JST** the bidder shall complete and return by email to WHO to the following address: **wkc-adm@who.int**

1. The RFP **2020/HQ/WKC/0015** Acknowledgement form, attached hereto as Annex 1, signed as confirmation of the bidder's intention to submit a bona fide proposal and designate its representative to whom communications may be directed, including any addenda; and
2. The RFP **2020/HQ/WKC/0015** Confidentiality Undertaking form, attached hereto as Annex 2, signed;
3. The Self-Declaration form, attached hereto as Annex 6, signed.

These forms are confirming the bidder's intention to submit a bona fide proposal and designating a representative to whom communications may be directed, including any addenda.

WHO reserves the right to reject proposals from bidders who have not submitted the above-listed forms in accordance with this section.

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### 4.3 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of the proposal, including but not limited to the possible cost of discussing the proposal with WHO, making a presentation, negotiating a contract and any related travel.

WHO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

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### 4.4 Contents of the Proposal

Option 1: Proposals must offer the total requirement. Proposals offering only part of the requirement may be rejected.

Option 2: Proposals may offer the total requirement or only part thereof. The bidder shall indicate precisely which specific part of the requirement it intends to provide by completing Proposal Completeness form, attached hereto as Annex 3.

The bidder is expected to follow the proposal structure described in paragraph "Proposal Structure" below and otherwise comply with all instructions, terms and specifications contained in, and submit all forms required pursuant to, this RFP. Failure to follow the aforesaid proposal structure, to comply with the aforesaid



instructions, terms and specifications, and/or to submit the aforesaid forms will be at the bidder's risk and may affect the evaluation of the proposal.

#### 4.5 Joint Proposal

Two or more entities may form a consortium and submit a joint proposal offering to jointly undertake the work. Such a proposal must be submitted in the name of one member of the consortium - hereinafter the "lead organization". The lead organization will be responsible for undertaking all negotiations and discussions with, and be the main point of contact for, WHO. The lead organization and each member of the consortium will be jointly and severally responsible for the proper performance of the contract.

#### 4.6 Communications during the RFP Period

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than 10 working days prior to the closing date for the submission of offers:

**Email for submissions of all queries: [wkc-adm@who.int](mailto:wkc-adm@who.int)**  
(use subject: Bid Ref. 2020/HQ/WKC/0015)

The **WHO Kobe Centre, HQ/UHC-HEP/WKC** Team at WHO will respond in writing (via email only) to any request for clarification of the RFP that it receives by the deadline indicated above. 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. Questions are to be submitted following the format of the form "Questions from Bidders", attached hereto as Annex 4.

There shall be no individual presentation by or meeting with bidders until after the closing date for submission of proposals. 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.

#### 4.7 Submission of Proposals

The bidder shall submit the complete proposal to WHO **no later than 27/09/2020 at 23:00 hours Japan time** ("the Closing Date for Submission of Proposals"), as follows:

Option 1: by E-mail at the following address: [wkc-adm@who.int](mailto:wkc-adm@who.int)

Option 2: send [number] hard copies, labelled "Master Copy" and "Copy" and [number] USB key(s) to the following address:

Office [Office Number]  
Bid Ref: **2020/HQ/WKC/0015**  
Attn: [Name]  
World Health Organization  
[Location]

The bidder must ensure that the content of all copies is identical. If at any time a difference is discovered between any copies of the proposal, then the "Master Copy" will prevail as the official copy.

Each proposal should be prepared in two distinct parts: the technical proposal and the financial offer.



Each proposal must include the signed Proposal Completeness Form (attached hereto as Annex 3) and supporting documents, as well as the signed Acceptance Form (attached hereto as Annex 5).

Each proposal shall be marked Bid Ref: **2020/HQ/WKC/0015** and be signed by a person or persons duly authorized to represent the bidder, submit a proposal and bind the bidder to the terms of the RFP.

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the proposal.

It shall be the Bidder's responsibility to obtain a confirmation of receipt by WHO of the signed Acknowledgement form (see section "Intention to Bid" 4.24.2 above) and the proposal, marking in particular the Bid Reference number and the date and time of receipt by WHO.

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

Any proposal received by WHO after the closing date for submission of proposals will be rejected.

**WHO may, at its discretion, reject late bids. 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.**

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#### **4.8 Period of Validity of Proposals**

The offer outlined in the proposal must be valid for a minimum period of **18** calendar days after the closing date for submission of proposals. 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.

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#### **4.9 Modification and Withdrawal of Proposals**

The bidder may withdraw its proposal any time after the proposal's submission and before the closing date for submission of proposals, provided that written notice of the withdrawal is received by WHO via email or mail as provided in section 4.7 above, prior to the Closing Date for Submission of Proposals.

No proposal may be modified after the closing date for submission of proposals, unless WHO has issued an amendment to the RFP allowing such modifications (see section 4.11 "Amendment of the RFP").

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 in accordance with section 4.8 "Period of Validity of Proposals".

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#### **4.10 Receipt of Proposals from Non-invitees**

WHO may, at its own discretion, if it considers this necessary and in the interest of the Organization, extend the RFP to bidders that were not included in the original invitation list.

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#### **4.11 Amendment of the RFP**

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 of proposals.

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.

## 4.12 Proposal Structure

The contents of the bidder's proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the information listed in sections 4.12.1 to 4.12.7.

Any information which the bidder considers confidential, should be clearly marked confidential.

### 4.12.1 Acceptance Form

The bidder's proposal must be accompanied by the Acceptance Form (see Annex 5, attached) signed by a duly authorized representative of the bidder and stating:

- That the bidder undertakes on its own behalf and on behalf of its possible partners and contractors to perform the work in accordance with the terms of the RFP;
- The total cost of the proposal, indicating the United Nations convertible currency used<sup>1</sup> (preferably US Dollars);
- The number of days the proposal is valid (from the date of the form) in accordance with section 4.8 "Period of Validity of Proposals".

### 4.12.2 Executive Summary

The bidder's proposal must be accompanied by an Executive Summary introducing the proposed solution and approach / methodology.

### 4.12.3 Information about Bidders

Bidders should include the following information in their bids.

RFP Ref. If applicable	Information required
	<b>1. Company Information</b>
	<b>1.1 Corporate information</b>
3.2.1	1.1.1 Company mission statement ( <i>including profit or not for profit status</i> )
	1.1.2 Service commitment to customers and measurements used
3.2.2	1.1.3 Accreditations
	1.1.4 Organization structure
	1.1.5 Geographical presence
	1.1.6 Declared financial statements for the past (3) three years <sup>2</sup>
	<b>1.2 Legal Information</b>
	1.2.1 History of Bankruptcy
	1.2.2 Pending major lawsuits and litigations more than USD 100,000 at risk
	1.2.3 Pending Criminal/Civil lawsuits
3.2.3	<b>2. Experience and Reference Contact Information</b>
	<b>2.1 Relevant Contractual relationships</b>

<sup>1</sup> <https://treasury.un.org/operationalrates/default.php>

<sup>2</sup> For companies in existence less than two years, please provide the available audited financial statements.



	2.1.1 Relevant Contractual projects (with other UN agencies or Contractors)
	<b>2.2 Relevant Project Names</b> <i>(list and provide detailed examples of relevant experience gained within the past five years of the issuance of this RFP that demonstrate the Contractor's ability to satisfactorily perform the work in accordance with the requirements of this RFP).</i>
	2.2.1 Project Description
	2.2.2 Status <i>(under development / implemented)</i>
	2.2.3 Reason for relevance <i>(provide reason why this project can be seen as relevant to this project)</i>
	2.2.4 Roles and responsibilities <i>(list and clearly identify the roles and responsibilities for each participating organization)</i>
	2.2.4.1 Client's Role and Responsibility: Inputs from beneficiary
	2.2.4.2 Contractor's Role and Responsibility: role in project
	2.2.4.3 Third party Contractors' Role and Responsibility: previously specified 3 <sup>rd</sup> party role in project
	2.2.5 Team Members <i>(indicate relevant members of the team that will also be used for this project)</i>
3.2.4	<b>3. Staffing information</b>
	<b>3.1 Number and Geographical distribution of staff</b>
	3.1.1 Staff turnover rate for the past three years
	<b>3.2 Staff dedicated to the Project</b>
	3.2.1 Name and CV of each team member
	3.2.2 Structure of the team, and role of each member in the project
	3.2.3 Time dedicated to the project
	3.2.3 Contingency plans in the event of a vacancy
4.5	<b>4. Proposed sub-contractor arrangements including sub-contractor information</b> <i>(as above for each sub-contractor)</i>

#### 4.12.4 Proposed Solution

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

Please provide specific research questions, cite relevant literature, and justify the need for the research. The proposal should be concisely presented and structured to include the following information:

- Introduction with rationale for proposed approach, including the most relevant literature
- Research approach
- Data and sources, methodology, and analytical plan
- Proposed timeline and research deliverables
- Principle investigator and research team
- Detailed financial proposal with justification

Proposals should be written with a font size no small than 11 points. CVs of the Principle Investigator and team members in the proposal should be supplied alongside listings of relevant publications.

#### 4.12.5 Approach/Methodology

Please provide a description of the proposed search strategy and how quality will be assured. The strategy should followed established checklists for research methods, i.e., PRISM checklist for



systematic reviews (see Annex 2, WKC Quality Assurance Plan ([https://extranet.who.int/kobe\\_centre/sites/default/files/pdf/calls-tors/WKC\\_Quality%20Assurance%20in%20Research\\_WEBVIEW.pdf](https://extranet.who.int/kobe_centre/sites/default/files/pdf/calls-tors/WKC_Quality%20Assurance%20in%20Research_WEBVIEW.pdf))).

The proposal should establish that it aims for sound research including the relevance and validity of the research question to public health practice, the analytical plan demonstrating validity and reliability, sound data management, and study design that enables generalizability to other populations. A dissemination plan should be included.

**4.12.6 Proposed Time line**

The proposed Timeline project plan should be presented either in MS Word, Excel or PDF format.

**4.12.7 Financial Proposal**

All reasonable costs for the conduct of this project should be clearly laid out in the financial proposal. The suggested format could be as follows:

Human resource costs by expertise (separate into categories, with FTE)	
Consumables (please specify items)	
Meetings	
Partnerships	
Travel Costs	
Translation Costs	
Training Costs	
Project Management Costs	
Any Other Costs	

Budget justification should provide details for each item listed under costs

**4.13 Conduct and Exclusion of Bidders**

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

In addition, bidders must submit a signed Self Declaration form, attached hereto as Annex 6.

Bidders will be excluded if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they or persons having powers of representation, decision making or control over them have been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings;
- they or persons having powers of representation, decision making or control over them have been the subject of a final judgment or of a final administrative decision for financial irregularity(ies);



- it becomes apparent to WHO that they are guilty of misrepresentation in supplying, or if they fail to supply, the information required under this RFP and/or as part of the bid evaluation process;
- they have a conflict of interest, as determined by WHO in its sole discretion; or
- they are, or have found to be, in violation of any standard of conduct as described in the WHO Policies, referred to in section 7.33 of this RFP.

WHO may decide to exclude bidders for other reasons.



## 5. EVALUATION OF PROPOSALS

After the closing date for submission of proposals, WHO will open the proposals received in a timely manner.

There will be no public bid opening.

### 5.1 Preliminary Examination of Proposals

WHO will examine the 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.

**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 economy and efficiency, WHO does not bind itself in any way to select the bidder offering the lowest price.

### 5.2 Clarification of Proposals

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.

### 5.3 Evaluation of Proposals

The following procedure will be utilized in evaluating the proposals, with technical evaluation of the proposal being completed prior to any focus on or comparison of price.

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:	80 % of total evaluation
Financial Weighting:	20 % of total evaluation

The technical evaluation of the proposals will include:

- Screening

Upon receipt, each proposal will be reviewed to determine whether it is complete in terms of responding to one or more of the four research areas, and completion of all administrative and technical requirements specified in this call for proposals. Submissions that do not address one of the four research areas in this call and those that are incomplete in terms of administrative and technical requirements may be rejected.

- Shortlisting

Proposals that successfully pass screening will be reviewed as to the extent to which WHO's technical requirements and expectations set forth in this call have been satisfactorily addressed, representation in terms of geographic diversity globally, and whether the proposed budget is well justified and represents value for money.



Given the local mandate of WKC, priority will be given to proposals that include research institutes based in the Kansai region of Japan (including Hyogo, Akashi, Kobe, Kyoto, Nara, Osaka, Shiga, and Wakayama) within globally relevant research, or research topics that include public health needs that are important for public health in the Kansai area of Japan.

- Technical review

Shortlisted proposals will be reviewed in terms of their research quality (See Annex 1, WKC Quality Assurance Plan ([https://extranet.who.int/kobe\\_centre/sites/default/files/pdf/calls-tors/WKC\\_Quality%20Assurance%20in%20Research\\_WEBVIEW.pdf](https://extranet.who.int/kobe_centre/sites/default/files/pdf/calls-tors/WKC_Quality%20Assurance%20in%20Research_WEBVIEW.pdf))). Research quality will be evaluated based on the relevance of the research to public health problems; validity and reliability of the research methods; soundness of data management; generalizability of the findings to other settings; and the dissemination plan to other researchers and public health professionals.

The following evaluation criteria and weighting in the overall evaluation process will be applied in the technical review.

Evaluation criterion	Assigned points
Relevance and objectivity	20
Validity and reliability	20
Sound data management and integrity	10
Research design that enables generalizability	20
Qualifications and competence of the research team	20
Dissemination plan	10

The financial evaluation will be based on the following scoring system: The maximum possible value for the total Financial Score is 20.

Evaluation criterion	Assigned points
Financial Proposal is reasonable and sufficiently justified and represents value for money	20

During the financial evaluation, the price proposal of all bidders who have passed the technical evaluation will be compared.

## 5.4 Bidders' Presentations

WHO may, during the evaluation period, at its discretion, invite selected bidders to supply additional information on the contents of their proposal (at such bidders' own cost). Such bidders will be asked to give a presentation of their proposal (possibly with an emphasis on a topic of WHO's choice) followed by a question and answer session. If required, the presentation will be held at WHO or by tele/videoconference.

NOTE: Other presentations and any other individual contact between WHO and bidders is expressly prohibited both before and after the closing date for submission of proposals.



## **6. AWARD OF CONTRACT**

### **6.1 Award Criteria, Award of Contract**

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 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.**

### **6.2 WHO's Right to modify Scope or Requirements during the Evaluation/Selection Process**

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.

### **6.3 WHO's Right to Extend/Revise Scope or Requirements at Time of Award**

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.

### **6.4 WHO's Right to enter into Negotiations**

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.

### **6.5 Signing of the Contract**

Within 30 days of receipt of 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.



## **6.6 Publication of Contract**

WHO reserves the right, subject to considerations of confidentiality to 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.



## 7. GENERAL AND CONTRACTUAL CONDITIONS

The contract between WHO and the selected bidder ("the Contract") will, unless otherwise explicitly agreed in writing, include the provisions as set forth in this section, and will otherwise inter alia address the following issues:

- responsibilities of the selected bidder(s) ("the Contractor(s)") and WHO;
- clear deliverables, timelines and acceptance procedures;
- payment terms tied to the satisfactory performance and completion of the work;
- notices.

The prices payable by WHO for the work to be performed under the Contract shall be fixed for the duration of the Contract and shall be in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice. The total amount payable by WHO under the Contract may be either a lump sum or a maximum amount. If the option for payment of a lump sum applies, that lump sum is payable in the manner provided, subject to satisfactory performance of the work. If the option for payment of a maximum amount applies:

1. the Contract shall include a detailed budget;
2. the Contractor shall be held to submit a financial statement together with each invoice;
3. any advance payments by WHO shall be used by the Contractor exclusively for the work in accordance with the budget and any unspent balance shall be refunded to WHO;
4. payment by WHO shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements;
5. 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; and
6. consistent with section 7.3,(Audit and Access), all financial reports shall be subject to audit by or on behalf of WHO, including examination of supporting documentation and relevant accounting entries in the Contractor's books. In order to facilitate financial reporting and audit, the Contractor shall keep systematic and accurate accounts and records in respect of the work.

Unless otherwise specified in the Contract, WHO shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and WHO shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity as described in the Contract, from any other sources at any time.

Unless otherwise specified in the Contract, in the event that the Contract is a Long-Term Agreement ("LTA"), the Contractor shall offer the same prices and terms as those agreed with WHO under the Contract to other interested United Nations system agencies and to organizations eligible to purchase through WHO, it being understood that each such agency and organization will be responsible for independently entering into and administering its own contract with the Contractor. The Contractor shall take into account the additional quantities of services purchased by all United Nations system agencies and other organizations as aforesaid to further reduce the prices for WHO and such other agencies and organizations.

### 7.1 Conditions of Contract

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.



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## 7.2 Responsibility

The Contractor will be responsible to ensure that the work performed under the Contract meets the agreed specifications and is completed within the time prescribed.

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## 7.3 Audit and Access

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:

1. the Contractor's books, records and systems (including all relevant financial and operational information) relating to the Contract; and
2. 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.

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## 7.4 Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to WHO in connection with the performance of the work under the Contract. The Contractor shall refrain from any action which may adversely affect WHO and shall fulfil its commitments with the fullest regard to the interests of WHO.

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## 7.5 Warranties

The Contractor warrants and represents to WHO as follows:

- 1) The deliverables shall meet the specifications called for in the Contract and shall be fully adequate to meet their intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free. The Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least one year after completion of the work. It is agreed, however, that errors and other defects which have been caused by modifications to the deliverables made by WHO without agreement of the Contractor are not covered by this paragraph.
- 2) The deliverables shall, to the extent they are not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of the Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables (including, but not limited to, licenses for WHO to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based so as to permit WHO to fully exercise its rights in the deliverables without any obligation on WHO's part to make any additional payments whatsoever to any party.
- 3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third



party and shall be delivered to WHO free and clear of any and all liens, claims, charges, security interests and any other encumbrances of any nature whatsoever.

4) The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whomsoever.

5) Except as otherwise explicitly provided in the Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to WHO, to perform its obligations hereunder.

6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

Contractor furthermore warrants and represent that the information provided by it to WHO in response to the RFP and during the bid evaluation process is accurate and complete. Contractor understands that in the event Contractor has failed to disclose any relevant information which may have impacted WHO's decision to award the Contract to Contractor, or has provided false information, WHO will be entitled to rescind the contract with immediate effect, in addition to any other remedies which WHO may have by contract or by law.

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## **7.6 Legal Status**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis WHO, and nothing contained in or relating to the Contract shall be construed as establishing or creating an employer/employee relationship between WHO, on the one hand, and the Contractor or any person used by the Contractor in the performance of the work, on the other hand.

Thus, the Contractor shall be solely responsible for the manner in which the work is carried out. WHO shall not be responsible for any loss, accident, damage or injury suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on WHO premises or not.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damage, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.

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## **7.7 Relation Between the Parties**

Nothing in the Contract shall be deemed to constitute a partnership between the Parties or to constitute either Party as the agent of the other.

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## **7.8 No Waiver**

The waiver by either Party of any provision or breach of the Contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

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## **7.9 Liability**



The Contractor hereby indemnifies and holds WHO harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against WHO at any time and based on, or arising out of, breach by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

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### **7.10 Assignment**

The Contractor shall not assign, transfer, pledge or make any other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of WHO.

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### **7.11 Indemnification**

The Contractor shall indemnify and hold WHO harmless, from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against WHO at any time and based on, or arising out of, the acts or omissions of the Contractor, or the Contractor's employees, officers, agents, partners or sub-contractors, in the performance of the Contract. This provision shall extend, inter alia, to claims and liabilities in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants, partners or sub-contractors.

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### **7.12 Contractor's Responsibility for Employees**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

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### **7.13 Subcontracting**

Any intention to subcontract aspects of the Contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime contractor. No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or formally agreed to by WHO at a later time. In any event, the total responsibility for the Contract remains with the Contractor.

The Contractor shall be responsible for ensuring that any and all subcontracts shall be fully consistent with the Contract and shall not in any way prejudice the implementation of any of its provisions.

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### **7.14 Place of Performance**

The place of performance of the work under the Contract shall be as mentioned in section 3.3.2 above.

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### **7.15 Language**



All communications relating to the Contract and/or the performance of the work thereunder shall be in English.

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## 7.16 Confidentiality

1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of the Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.

2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of the Contract.

3) The Contractor may not communicate at any time to any other person, Government or authority external to WHO, any information known to it by reason of its association with WHO which has not been made public except with the authorization of WHO; nor shall the Contractor at any time use such information to private advantage.

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## 7.17 Title Rights

1) All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein as referred to in section 7.5 2) above, shall be exclusively vested in WHO.

2) WHO reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.

3) At WHO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist WHO in securing such rights in compliance with the requirements of applicable law.

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## 7.18 Termination and Cancellation

WHO shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

1) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or

2) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time for fulfilment of such obligations, will not be respected.

In addition, WHO shall be entitled to terminate the Contract (or part thereof), in writing:

- At will with the provision of thirty (30) days prior notice in writing; and

- With immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided above, the Contractor is:



- a. In breach of any of its material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from WHO; or
- b. Adjudicated bankrupt or formally seeks relief of its financial obligations.

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### **7.19 Force Majeure**

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by reasons outside such party's reasonable control it being agreed, however, that WHO shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 7.17 (Title Rights), deliver to WHO all work products and other materials so far produced.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to WHO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Contractor shall also notify WHO of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this section, WHO shall take such action as it, in its sole discretion, considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

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### **7.20 Surviving Provisions**

Those rights and obligations of the Parties as set forth in sections 7 and 8 that are intended by their nature to survive the expiration or earlier termination of the Contract shall survive indefinitely. This includes, **but is expressly not limited to**, any provisions relating to WHO's right to financial and operational audit, conditions of contract, warranties, legal status and relationship between the parties, breach, liability, indemnification, subcontracting, confidentiality, title rights, use of the WHO name and emblem, successors and assignees, insurance and liabilities to third parties, settlement of disputes, observance of laws, privileges and immunities, no terrorism or corruption, foreign nationals and compliance with WHO policies.

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### **7.21 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.

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### **7.22 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.

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### **7.23 Successors and Assignees**



The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior written approval of WHO.

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## **7.24 Payment**

Payment will be made against presentation of an invoice in a UN convertible currency (preferably US Dollars) in accordance with the payment schedule contained in the Contract, subject to satisfactory performance of the work. The price shall reflect any tax exemption to which WHO may be entitled by reason of the immunity it enjoys. WHO is, as a general rule, exempt from all direct taxes, custom duties and the like, and the Contractor will consult with WHO so as to avoid the imposition of such charges with respect to this contract and the goods supplied and/or services rendered hereunder. As regards excise duties and other taxes imposed on the sale of goods or services (e.g. VAT), the Contractor agrees to verify in consultation with WHO whether in the country where the VAT would be payable, WHO is exempt from such VAT at the source, or entitled to claim reimbursement thereof. If WHO is exempt from VAT, this shall be indicated on the invoice, whereas if WHO can claim reimbursement thereof, the Contractor agrees to list such charges on its invoices as a separate item and, to the extent required, cooperate with WHO to enable reimbursement thereof.

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## **7.25 Title to Equipment**

Title to any equipment and supplies that may be furnished by WHO shall remain with WHO and any such equipment shall be returned to WHO at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to WHO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate WHO for equipment determined to be damaged or degraded beyond normal wear and tear.

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## **7.26 Insurance and Liabilities to Third Parties**

The Contractor shall provide and thereafter maintain:

(i) insurance against all risks in respect of its property and any equipment used for the execution of the Contract;

(ii) all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract; and

(iii) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the performance of the work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees, partners or sub-contractors performing work in connection with the Contract.

Except for the workmen's compensation insurance, the insurance policies under this section shall:

- a) Name WHO as additional insured;
- b) Include a waiver of subrogation to the insurance carrier of the Contractor's rights against WHO;
- c) Provide that WHO shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.



The Contractor shall, upon request, provide WHO with satisfactory evidence of the insurance required under this section.

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### **7.27 Settlement of Disputes**

Any matter relating to the interpretation of the Contract which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of the Contract shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

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### **7.28 Authority to Modify**

No modification or change of the Contract, no waiver of any of its provisions or any additional contractual relationship of any kind shall be valid and enforceable unless signed by a duly authorized representative of both parties.

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### **7.29 Privileges and Immunities**

Nothing in or relating to the Contract shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.

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### **7.30 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.

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### **7.31 Ethical Behaviour**

WHO, the Contractor and each of the Contractor's partners, subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of the Contract. In this regard, the Contractor shall also ensure that neither the Contractor nor its partners, subcontractors, agents or



employees will engage in activities involving child labour, trafficking in arms, promotion of tobacco or other unhealthy behaviour, or sexual exploitation and abuse.

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### **7.32 Officials not to Benefit**

The Contractor warrants that no official of WHO has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or the award thereof.

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### **7.33 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 Code of Conduct for responsible Research; (iv) the WHO Policy on Whistleblowing and Protection Against Retaliation; and (v) 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.

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### **7.34 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:

1. 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
2. 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.

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### **7.35 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.

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### **7.36 Compliance with applicable laws, etc.**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract. Without limiting the foregoing or any other provision of these General and Contractual Conditions, the Contractor shall at all times comply with and ensure that each of its partners, subcontractors and their employees and agents comply with, any applicable laws and regulations, and with all WHO policies and reasonable written directions and procedures from WHO relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.

In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its partners, subcontractors or any of their employees or agents, of any laws, regulations, WHO policies or other reasonable written directions and procedures, the Contractor shall immediately notify WHO of such violation or potential violation. WHO, in its sole discretion, shall determine the course of action to remedy such violation or prevent such potential violation, in addition to any other remedy available to WHO under the Contract or otherwise.

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### **7.37 Breach of Essential Terms**

The Contractor acknowledges and agrees that each of the provisions of section 7.30 (Anti-Terrorism and UN Sanctions; Fraud and Corruption), section 7.31 (Ethical Behaviour), section 7.32 (Officials not to Benefit), section 7.33 (Compliance with WHO Codes and Policies), and section 7.36 (Zero tolerance for sexual exploitation and abuse), section 7.35 (Tobacco/Arms Related Disclosure Statement) and section 7.36(Compliance with applicable laws, etc.) hereof 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.



## **8. PERSONNEL**

### **8.1 Approval of Contractor Personnel**

WHO reserves the right to approve any employee, subcontractor or agent furnished by the Contractor and Contractor's consortium partners for the performance of the work under the Contract (hereinafter jointly referred to as "Contractor Personnel"). All Contractor Personnel must have appropriate qualifications, skills, and levels of experience and otherwise be adequately trained to perform the work. WHO reserves the right to undertake an interview process as part of the approval of Contractor Personnel.

The Contractor acknowledges that the qualifications, skills and experience of the Contractor Personnel proposed to be assigned to the project are material elements in WHO's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that Personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not, in principle, thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties. Circumstances may arise, however, which necessitate that Personnel be substituted in the course of the work, e.g. in the event of promotions, termination of employment, sickness, vacation or other similar circumstances, at which time a replacement with comparable qualifications, skills and experience may be assigned to the project, subject to approval of WHO.

WHO may refuse access to or require replacement of any Contractor Personnel if such individual renders, in the sole judgment of WHO, inadequate or unacceptable performance, or if for any other reason WHO finds that such individual does not meet his/her security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice from WHO. The replacement will have the required qualifications, skills and experience and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

### **8.2 Project Managers**

Each party shall appoint a qualified project manager ("Project Manager") who shall serve as such party's primary liaison throughout the course of the project. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

The Project Managers shall meet on a monthly basis in order to review the status of the project and provide WHO with reports. Such reports shall include detailed time distribution information in the form requested by WHO and shall cover problems, meetings, progress and status against the implementation timetable.

### **8.3 Foreign Nationals**

The Contractor shall verify that all Contractor Personnel is legally entitled to work in the country or countries where the work is to be carried out. WHO reserves the right to request the Contractor to provide WHO with adequate documentary evidence attesting this for each Contractor Personnel.

Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

### **8.4 Engagement of Third Parties and use of In-house Resources**



The Contractor acknowledges that WHO may elect to engage third parties to participate in or oversee certain aspects of the project and that WHO may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents cooperate, in good faith, with such third parties and with any WHO in-house resources.



## 9. LIST OF ANNEXES & APPENDICES

<b>Annex 1</b>	<b>Acknowledgment Form</b>
<b>Annex 2</b>	<b>Confidentiality Undertaking</b>
<b>Annex 3</b>	<b>Proposal Completeness Form</b>
<b>Annex 4</b>	<b>Questions from Bidders Template</b>
<b>Annex 5</b>	<b>Acceptance Form</b>
<b>Annex 6</b>	<b>Self-Declaration Form</b>

<b>Appendix 1</b>	<b>Title</b>
<b>Appendix 2</b>	<b>Title</b>
<b>Appendix 3</b>	<b>Title</b>



Request for Proposals: 2020/HQ/WKC/0015

**Annex 1: Acknowledgement Form** (Ref. Paragraph 4.2)

Please check the appropriate box (see below) and email to [wkc-adm@who.int](mailto:wkc-adm@who.int) this acknowledgement form immediately upon receipt to:

Name: [N/A], Title: [N/A]  
World Health Organization  
WHO Centre for Health Development, Kobe, Japan  
Bid Ref: **2020/HQ/WKC/0015**

**Intention to Submit A Proposal**

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we intend to submit a proposal on or before 27/09/2020 at 23:00 hours Japan time.

**Non-Intention to Submit A Proposal**

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we do not intend to submit a proposal for the following reasons:

Insert reason here:

.....  
.....

**Bidder's Contact Information is as follows:**

<b>Entity Name:</b>	.....
<b>Mailing Address:</b>	..... ..... .....
<b>Name and Title of duly authorized representative:</b>	.....
<b>Signature:</b>	
<b>Date:</b>	.....



**Request for Proposals: 2020/HQ/WKC/0015**

**Annex 2: Confidentiality Undertaking** (Ref. Paragraph 4.6)

1. The World Health Organization (WHO), acting through its Department of WHO Kobe Centre, HQ/UHC-HEP/WKC, has access to certain information relating to 2020/HQ/WKC/0015 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 Proposals (RFP) for the 2020/HQ/WKC/0015 Project ("the Purpose"), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
  1. was known to the Undersigned prior to any disclosure by WHO to the Undersigned; or
  2. was in the public domain at the time of disclosure by WHO; or
  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 to WHO.
4. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
5. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above-mentioned RFP process.
6. Any dispute relating to the interpretation or application of this Undertaking shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

<b>Entity Name:</b>	.....
<b>Mailing Address:</b>	..... ..... .....
<b>Name and Title of duly authorized representative:</b>	.....
<b>Signature:</b>	
<b>Date:</b>	.....



Request for Proposals: 2020/HQ/WKC/0015

Annex 3: Proposal Completeness Form (Ref. Paragraphs 4.4 & 4.6)

Section	Requirement	Completed in full (Yes/No)
Annex 2	Confidentiality undertaking form	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 3	Proposal completeness form	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 4	Information about Bidder	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 5	Acceptance form	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 6	Self-Declaration Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.12.2 to 4.12.6	Technical Proposal, including Executive Summary, proposed solution, approach/methodology and timeline	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.12.7	Financial Proposal	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

The enclosed Proposal is valid for \_\_\_\_\_ days from the date of this form (Ref. Paragraph 4.8).

Agreed and accepted, in (.....) original copies on \_\_\_\_\_

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



**Request for Proposals: 2020/HQ/WKC/0015**

**Annex 4: Questions from Bidders** (Ref. Paragraph 4.6)

No.	RFP Section reference	Question
1	Enter Text	Enter Text
2	Enter Text	Enter Text
3	Enter Text	Enter Text
4	Enter Text	Enter Text
5	Enter Text	Enter Text
6	Enter Text	Enter Text
7	Enter Text	Enter Text
8	Enter Text	Enter Text
9	Enter Text	Enter Text
10	Enter Text	Enter Text
11	Enter Text	Enter Text
12	Enter Text	Enter Text
13	Enter Text	Enter Text
14	Enter Text	Enter Text
15	Enter Text	Enter Text
16	Enter Text	Enter Text
17	Enter Text	Enter Text
18	Enter Text	Enter Text
19	Enter Text	Enter Text
20	Enter Text	Enter Text



Request for Proposals: 2020/HQ/WKC/0015

Annex 5: Acceptance Form (Ref. Paragraph 4.6)

The Undersigned, ....., confirms to have read, understood and accepted the terms of the Request for Proposals (RFP) No. 2020/HQ/WKC/0015, and its accompanying documents. If selected by WHO for the work, the Undersigned undertakes, on its own behalf and on behalf of its possible partners and contractors, to perform 2020/HQ/WKC/0015 in accordance with the terms of this RFP and any corresponding contract between WHO and the Undersigned, for the following sums:

Table with 2 columns: Item, Cost (Indicate Currency). Rows include One-Time Costs-Amend as appropriate, Total Proposed Manpower Costs by Phase (check only), Total Proposed Hardware Costs, Total Proposed Operating System Costs, Total Proposed Networking Costs, Total Proposed Database Costs, Total Proposed Application Costs, Total Proposed Per-Module Costs, Total Proposed Admin, User, Customer License Costs, Total Proposed Maintenance Support Costs, Total Proposed Travel Costs, Total Leaving Costs, Total Other Costs, Total Proposed On-Time Cost (0.00), Recurring Costs, Total Proposed Hardware Costs, Total Proposed Operating System Costs, Total Proposed Networking Costs, Total Proposed Database Costs, Total Proposed Application Costs, Total Proposed Per-Module Costs, Total Proposed Admin, User, Customer License Costs, Total Proposed Maintenance Support Costs, Total Other Costs, Total Proposed Recurring Cost (0.00).

The enclosed Proposal is valid for \_\_\_\_\_ days from the date of this form (Ref. Paragraph 4.8).

Agreed and accepted, in (....) original copies on \_\_\_\_\_ Date

Form with 4 rows: Entity Name, Mailing Address, Name and Title of duly authorized representative, Signature.



**Annex 6: Self Declaration Form**

**Applicable to private and public companies**

<COMPANY> (the "Company") hereby declares to the World Health Organization (WHO) that:

1. it is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning the foregoing matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
2. it is solvent and, in a position, to continue doing business for the period stipulated in the contract after contract signature, if awarded a contract by WHO;
3. it or persons having powers of representation, decision making or control over the Company have not been convicted of an offence concerning their professional conduct by a final judgment;
4. it or persons having powers of representation, decision making or control over the Company have not been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour, human trafficking or any other illegal activity;
5. it is in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legislation or regulations of the country in which the Company is established;
6. it is not subject to an administrative penalty for misrepresenting any information required as a condition of participation in a procurement procedure or failing to supply such information;
7. it has declared to WHO any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
8. it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof;
9. it adheres to the UN Supplier Code of Conduct;
10. it has zero tolerance for sexual exploitation and abuse and has appropriate procedures in place to prevent and respond to sexual exploitation and abuse.

The Company understands that a false statement or failure to disclose any relevant information which may impact upon WHO's decision to award a contract may result in the disqualification of the Company from the bidding exercise and/or the withdrawal of any proposal of a contract with WHO. Furthermore, in case a contract has already been awarded, WHO shall be entitled to rescind the contract with immediate effect, in addition to any other remedies which WHO may have by contract or by law.

<b>Entity Name:</b>	.....
<b>Mailing Address:</b>	..... ..... .....
<b>Name and Title of duly authorized representative:</b>	.....
<b>Signature:</b>	
<b>Date:</b>	.....