Call for Proposals

Website development, hosting, maintenance and hand-over services: Website for EU/Luxembourg-WHO Universal Health Coverage Partnership

Period: September 2013 - December 2015

I. INTRODUCTION

WHO entered into a collaborative agreement with the European Union (EU) and Luxembourg (LUX) to support policy dialogue on national health policies, strategies, and plans (NHPSP) and Universal Health Coverage (UHC) in 19 countries: Burkina Faso, Cape Verde, Chad, Democratic Republic of the Congo, Guinea, Liberia, Mali, Moldova, Mozambique, Niger, Senegal, Sierra Leone, South Sudan, Sudan, Timor Leste, Togo, Tunisia, Vietnam, and Yemen.

This collaboration, hereafter called the “EU/LUX-WHO Universal Health Coverage Partnership”, aims at building country capacities for the development, negotiation, implementation, monitoring and evaluation of robust and comprehensive national health policies, strategies and plans, with a view of promoting universal health coverage, people-centred primary care, and health in all policies. It aims at strengthening country processes, as well as, where appropriate, aid effectiveness in line with the principles of the International Health Partnership (IHP+). By building synergies the overall objective is to ultimately improve health sector results in concerned countries.

The current programme covers the period 2012-2015, and the present call for proposals covers the period September 2013 – December 2015.

II. OBJECTIVES

• To create a website for the EU/LUX-WHO Universal Health Coverage Partnership in order to strengthen the management of the partnership, to increase visibility and to demonstrate the contribution of the Partnership on policy and planning processes. The website should showcase WHO’s work on national health planning and policy, in a relevant and inspiring manner. This website should allow frequent user-friendly updates by different information providers (consultants, country focal points located in the 19 countries and WHO staff located in the various concerned WHO offices).

• To host the website until 31 December 2015

• To ensure maintenance and possible updates of the website until 31 December 2015
III. EXPECTED PRODUCT

The final product of this call for proposal is a professional website for the EU/LUX-WHO Universal Health Coverage Partnership. The website should present in a user-friendly and instinctive manner the work performed by countries, WHO, EU, LUX and other partners under of the EU/LUX-WHO Universal Health Coverage Partnership. It should be two-fold: on the one-hand (password protected access), it should support the management of the day to day work of the partnership; on the other hand (public access), it should make visible the work under implementation, country per country and in a comparative way. Consultants, country focal points located in the 19 countries and WHO staff located in the various concerned WHO offices should have access to the user-friendly website and input information in different formats (figures, text, links, pictures, documents, videos, etc.). The website should include (please note that this is not an exhaustive list as we expect the bidder to make relevant suggestions as to the links/icons/types of information to be added):

Upward icons displaying:

I. Public Access: (1) Home; (2) About the partnership; (3) About UHC, NHPSP and IHP+; (4) About Partner countries; (5) Results; (6) News; (7) Contacts/Join us; (8) Links

II. Password protected access: (9) Management Dashboard; (10) Contractual documents

I. Public access:

(1) Home web page
   - Title bar
   - Geographical map highlighting EU, Luxemburg and partner countries (partner country profiles should be accessible when clicking on countries)
   - Updates (news) on latest events, meetings and selected stories of partner countries

(2) About the partnership
   - Who we are / description of the partnership objectives and link with Donors websites and key documents (please note that the number of donors may increase during the period)
   - Specific Objectives
   - Key activities related to each objective

(3) About UHC and NHPSP
   - UHC (Brief description and links to relevant WHO websites or webpages)
   - NHPSP (Brief description and links to relevant WHO websites or webpages)
   - IHP+ (Brief description and link to IHP+ and possible other relevant WHO websites or webpages)

(4) Partner profiles web pages (to date 19 partner countries – it may increase)
   Each country’s web page should showcase a relevant picture, a fact sheet section, and a text.
   - Fact sheet section should include data on:
     - Total population
Population growth rate
Life expectancy at birth
Infant mortality rate
Rate of infant vaccination coverage
Main causes of death by selected age groups and gender
Governance indicator
Annual GDP growth
GNI/cap
Total expenditure on health/cap
Major provider of health care (public vs. private sector)
Major health financing sources
Distribution of health expenditures
Unmet health care needs (due to geographical distance, price, or waiting time)
Geographic distribution of doctors
Geographic distribution of nurses and midwives

Text section should include information on:
  o Road map (health priorities and national strategies & plans discussed with WHO)
  o Main changes and improvements since it has joined the EU-WHO Universal Health Coverage Partnership
  o Exciting country stories written in a journalistic style
  o All relevant country programme reports

Situation Analysis and other relevant documents links (a section that directly links to country relevant situation analysis documents that can be found on the national health ministry website (sector reviews, annual reviews, etc.); in WHO (NHPSP database, IHP+ site, HSF site, ODA database, CHPP, AHO, etc.); and outside WHO (WB, EU, LUX, etc.)

(5) Results
This section should showcase annual reports for each partner. (updates and archives after first year). An evaluation form should be completed by the partner countries to facilitate comparative analysis.
This section should also showcase the global annual report

(6) News
This section should be presented in the form of latest news (from the more recent to the oldest), and include, for example:
  • Interviews with focal points, Ministers or partners (with possibly pictures and media links) ; to be provided by the partnership manager(s)
  • Short texts on latest partnership activities (to be provided by country focal points or consultants)
  • Summaries of recent events such as a Health forum, an Annual Review, etc., with links to media websites, electronic documents, pictures (to be provided by country focal points or consultants)
(7) Contact/Join us
This section provides contact/addresses of the partnership communication focal person. It also targets future donors and new partner countries.

(8) Links
Links to relevant information sources, such as EU Website, LUX Website, IHP+, NHPSP WHO website, HSF WHO website, the Country Planning Cycle Database, GAVI live monitoring database, the From Whom to Whom, Official Development Assistance for Health web link, the Country Health Policy Process (CHPP)/National Health Observatory web site, Africa Health Observatory site, HHA Website, GAVI Website, GF Website, WB Website, etc.

II. Password protected access:

(9) Management Dashboard
A management dashboard of the programme in the form of a table with

- Columns: one column per country plus one column for the general management EU and one column for the general management EU + Totals. Please note that the website should foresee the possibility of increasing the number of countries (and columns)
- Lines: information on the financial implementation (with breakdown per budget lines and totals); implementation levels of the Policy Dialogue Programme activities (compared to initial general and country specific workplans); focal points names and addresses (consultants, WHO staff, EU/LUX partners); all other additional information needed to be added progressively (please foresee possibility to add lines).

(10) Contractual documents
A repository of all contractual provisional, intermediate and final contractual documents (contracts, annual reports, notes, final reports, etc.)

Remarks:
1) The exact definition of which elements will be most adequate for a website should be proposed by the bidder in its proposal
2) It is understood that the Website is the property of WHO and the handover of the website and its maintenance should be part of the proposal

IV. BUDGET AND TIME-FRAME

The budget presented by the consultant should include all fees and needed expenses.

The work should start in fall 2013, with an operational website available on 1st January 2014, hosted and maintained until 31 December 2015, with a hand-over to WHO no later than November 2015.
V. AUDIENCE

The website audience includes:
- managers and focal points of the partnership at all levels, including EU and LUX staff in countries and headquarters
- partner countries population, decision makers, media Public health community at partner countries and international level
- current and future donors
- future interested partner countries
- IHP+ partners
- Internet surfers

VI. PROPOSAL REQUIREMENTS

Proposals should include:
1. A methodology for the development/hosting/maintenance/hand-over to WHO of the website as described under Section III – Expected product above.
2. A description of the final product (to that end, the bidder can present one similar product – paper copies or web links)
3. A work plan, showing tasks and allocation of work during the period.
4. A Calendar with activities before the launch of the website (1st January 2013) and after.
5. A brief company profile (or a summary of relevant experience for individual consultants)
6. CVs of the individual consultant or of all team members, highlighting relevant qualifications and experience. CVs should not exceed 4 pages.
7. A list of websites with web addresses developed by the bidder
8. Contact details of at least two references of recent clients of the bidder.
9. Financial proposal, using the format below:

<table>
<thead>
<tr>
<th>Item</th>
<th>If more than 2 consultants, specify names</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees (working days)</td>
<td>Consultant 1</td>
<td>Working Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Consultant 2</td>
<td>Working Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>...</td>
<td>Working Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Visits in WHO (travel and per diem)</td>
<td>Visit 1 (including transports and per diem)</td>
<td>Specify number of days and number of consultants</td>
<td>Lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Visit 2</td>
<td>Id.</td>
<td>Lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>...</td>
<td>Id.</td>
<td>Lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hosting website</td>
<td>Yearly fee?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hand over</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
VII. INSTRUCTIONS TO BIDDERS

1. Qualified bidders

WHO invites qualified individuals or companies (bidders) with substantial relevant experience in websites development, hosting, maintenance, hand-over to submit proposals.

2. Joint proposals

More than two individuals or companies may form a consortium and submit a joint proposal to jointly undertake the work. In such a case, the 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.

3. Letter of intent – closing date

Letter of intent to submit a proposal should reach WHO by 30 June, 17:00 hours, Geneva time by email: rajand@who.int AND porignond@who.int. Please use subject: INTENT – WEBSITE EU-LUX PROGRAMME

4. Submission of proposals – closing date

Only bidders who have submitted a letter of intent can submit a final proposal. The deadline for final submissions of proposals is 14 July 2013, 17 hours, Geneva time.

Final duly completed proposals should be submitted in electronic format by email to: rajand@who.int AND porignond@who.int. Please use subject: SUBMISSION - WEBSITE EU-LUX PROGRAMME

Incomplete proposals will not be considered.

5. Communications during the call period

A prospective bidder who has submitted a letter of intent and requiring any clarification on technical, contractual or commercial matters, may notify WHO via email (rajand@who.int AND porignond@who.int) no later than 7 July 2013, 17:00 hours, Geneva time. Please use subject: CLARIFICATION - WEBSITE EU-LUX PROGRAMME

WHO will respond in writing (via email only) to any request for clarification of the call that it receives by the deadline indicated above. A consolidated document of WHO's response to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all bidders who have submitted a letter of intents.
There shall be no individual presentation by or meeting with bidders until after the closing date. From the date of issue of this call to the final selection, contact with WHO officials concerning the call 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 call.

6. **Period of Validity of Proposals**

The offer outlined in the proposal must be valid for a minimum period of 120 calendar days after the closing date. A proposal valid for a shorter period may be rejected by WHO. In exceptional circumstances, WHO may solicit the bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its proposal.

7. **Amendment of the Call**

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 call by written amendment. Amendments could, inter alia, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission.

All prospective bidders that have submitted a proposal with regard to the call will be notified in writing of all amendments to the call and will, where applicable, be invited to amend their proposal accordingly.

8. **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.

VIII. **AWARD OF CONTRACT**

1. **Award of the 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 considered to be the most responsive to the needs of the Organization and the activity concerned;
e) Not award any contract at all.

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

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

The selection of the consultancy firm will be competitive based on the quality of the proposal, the profile of the proposed team and cost.

A contract will be agreed with the successful consultant.

The consultant will take full responsibility for the conduct of website development, hosting, maintenance and hand-over. The consultant will manage its own travel arrangements.

WHO reserves all rights with respect to all the supporting materials and to the report and any other relevant data.

2. **WHO’s Right to modify Scope of 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 call. WHO shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

3. **WHO’s Right to Extend/Revise Scope of 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 call without any change in the base price or other terms and conditions offered by the selected bidder.

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 call.

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.

IX. GENERAL AND CONTRACTUAL CONDITIONS

1. General

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:

   a) responsibilities of the selected bidder(s) ("the Contractor(s)") and WHO;
   b) clear deliverables, timelines and acceptance procedures;
   c) payment terms tied to the satisfactory performance and completion of the work;
   d) 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:

   a) the Contract shall include a detailed budget;
   b) the Contractor shall be held to submit a financial statement together with each invoice;
   c) 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;
   d) payment by WHO shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements; and
   e) 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.

2. 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.

3. 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. The Contractor shall facilitate the operational audit related to the execution of the work and the compliance with the obligations set forth in the Contract, by persons so designated by WHO. In this regard, the Contractor shall make all relevant operational information, without restriction, available to persons so designated by WHO and provide satisfactory explanations to all queries arising in connection therewith.

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.

5. Warranties

The Contractor warrants and represents to WHO as follows:

a) 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.

b) 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.

c) 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, charges, security interests and any other encumbrances of any nature whatsoever.

d) 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.

e) 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.

f) 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.

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.

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.

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.

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.

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.

11. 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. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

12. 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 subcontractors, 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.

13. 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.

14. 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.

15. Place of Performance

No specified place of performance.

16. Language

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

17. Confidentiality

a) 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.

b) 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.

c) 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.

18. Title Rights

a) 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 shall be exclusively vested in WHO.

b) 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.

c) 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.

19. Termination and Cancellation

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

a) 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
b) 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:

a) At will with the provision of thirty (30) days prior notice in writing; and
b) With immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided above, the Contractor is:
   i. 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
   ii. Adjudicated bankrupt or formally seeks relief of its financial obligations.

20. 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 Error! Reference source not found.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.


Those rights and obligations of the Parties 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.

22. Use of WHO name and emblem

Without WHO’s prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or its relationship with WHO. In no case shall the Contractor use the name or emblem of the World Health Organization, or any abbreviation thereof, in relation to its business or otherwise.

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.

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.

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.

26. Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain:

a) insurance against all risks in respect of its property and any equipment used for the execution of the Contract;
b) 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
c) 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:

i. Name WHO as additional insured;
ii. Include a waiver of subrogation to the insurance carrier of the Contractor's rights against WHO;
iii. 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.

27. Settlement of Disputes

Any dispute relating to the interpretation or application of the Contract shall, unless amicably resolved, 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.

28. Observance of Laws
The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

29. 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.

30. Privileges and Immunities

Nothing in or relating to the Contract shall:

a) be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement; and/or
b) be construed as submitting WHO to any national court jurisdiction.

31. No Terrorism or Corruption

The Contractor warrants that:

a) it is not and will not be involved in, or associated with, any person or entity involved in terrorism, that it will not make any payment to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity; and
b) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices in connection with execution of the Contract.

The Contractor agrees that breach of this provision is a breach of an essential term 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.

X. PERSONNEL

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.

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.

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.
4. Compliance with WHO’s Policies

The Contractor shall at all times comply with and ensure that the Contractor and 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 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.

5. Ethnical 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 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.

6. 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.