Technical Assistance in the Formulation of the Philippine Council for Mental Health Strategic Plan with Monitoring and Evaluation framework for 2024-2028

Request for Proposals (RFP)

Bid Reference

MHS-002-2023

Country/Unit Name
WHO Philippines, Mental Health and Substance Use

Closing Date:

[24 April 2023]

The World Health Organization (WHO) is seeking offers for Technical Assistance in the Formulation of the Philippine Council for Mental Health Strategic Plan with Monitoring and Evaluation framework for 2024-2028 under an Agreement for Performance of Work (APW)

.

Your ☒ Company ☒ Institution is invited to submit a proposal for the services in response to this Request for Proposals (RFP).

WHO is a public international organization, consisting of 194 Member States, and a Specialized Agency of the United Nations with the mandate to act as the directing and coordinating authority on international health work. As such, WHO is dependent on the budgetary and extra-budgetary contributions it receives for the implementation of its activities. Bidders are, therefore, requested to propose the best and most cost-effective solution to meet WHO requirements, while ensuring a high level of service.

1. Requirements

WHO requires the successful bidder, to carry out manage, coordinate/facilitate the Formulation of the Philippine Council for Mental Health Strategic Plan with Monitoring and Evaluation framework for 2024-2028 .
See detailed Terms of Reference in Annex 1 for complete information.

The successful bidder shall be a ☒ for profit / ☒ not for profit institution operating in the field of policy development, strategic planning with proven expertise in public health, mental health and substance use, social sciences .

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

- Essential: The team leader and members must have at least a Master's degree in public health, mental health, and substance abuse or a related field from a recognized university
- Team Leader must have at least 7 years of relevant work experience in policy development, program planning, and facilitating high-level consultations, preferably with national government agencies.
- An advantage to have an extensive experience in strategic planning, public health, and implementation of public health programs

Desirable experience:

- Desirable: With a post-graduate degree or advanced studies in public health, social sciences, mental health, or similar from a recognized institution
- Relevant experience in mental health program planning, operations, and implementation; familiar with the health system and community systems of the country

The bidder is expected to follow the instructions set forth below in the submission of their proposal to WHO.

2. Proposal

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

The proposal shall be concisely presented and structured to include the following information:

- Confidentiality Undertaking *(please complete Annex 2)*
- Presentation of your Company / Institution *(please complete Annex 3)*
- Proposed solution
- Proposed Approach/Methodology
- Proposed time line
- Financial proposal - Currency.

Information which the bidder considers confidential, if any, should be clearly marked as such.

3. Instructions to Bidders

The bidder must follow the instructions set forth in this RFP in the submission of their proposal to WHO.

A prospective bidder requiring clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than Date: 19 April 2023:

Email for submissions of all queries: luzentalesd@who.intand wpphlwr@who.int

(use Bid reference in subject line)

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

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

The bidder shall submit, in writing, the complete proposal to WHO, no later than **24 April 2023 at 17:00 hours Philippines time** ("the closing date"), by email at the following email address:

luzentalesd@who.int and wpphlwr@who.int

.

(use Bid reference in subject line)

To be complete, a proposal shall include:

- A technical proposal, as described under part 2 above;
- A financial proposal, as described under part 2 above;

1. Annexes 2 & 3, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.

Each proposal shall be marked Ref: MHS-002-2023 .

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

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

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

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

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

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

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

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

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

4. Evaluation

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

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

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

The technical evaluation of the proposals will include:

Addressing of WHO's requirements and expectations	25
Quality of the overall proposal, proposed timeframe for the project	25
Experience of the firm in carrying out related project	25
Qualifications and competence of the personnel proposed for the assignment	25
TOTAL	**100**

The scoring scale per criteria was defined as follows:

Criteria evaluated as:	Based on the following supporting evidence:	Corresponds to the score of:
Excellent	Excellent evidence of ability to exceed requirements	100%
Good	Good evidence of ability to exceed requirements	90%
Satisfactory	Satisfactory evidence of ability to support requirements	70%

Poor	Marginally acceptable or weak evidence of ability to support requirements	40%
Very Poor	Lack of evidence to demonstrate ability to comply with requirements	10%
No submission	Information has not been submitted or is unacceptable	0%

The number of points which can be obtained for each evaluation criterion is specified above and indicates the relative significance or weight of the item in the overall evaluation process.

A minimum of [**70**] points is required to pass the technical evaluation.
The final evaluation will combine the weighted scores of both technical and financial proposals to come up with a cumulative total score.

Please note that WHO is not bound to select any bidder and may reject all proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to WHO's general principles, including the principle of best value for money, WHO does not bind itself in any way to select the bidder offering the lowest price.

WHO may, at its discretion, ask any bidder for clarification of any part of its proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

NOTE: Individual contact between WHO and bidders is expressly prohibited both before and after the closing date for submission of proposals.

5. Award

WHO reserves the right to:

1. Award the contract to a bidder of its choice, even if its bid is not the lowest;
2. Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
3. Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for WHO's action;
4. Award the contract on the basis of the Organization's particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
5. Not award any contract at all.

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

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

At any time during the evaluation/selection process, WHO reserves the right to modify the scope of the work, services and/or goods called for under this RFP. WHO shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

WHO reserves the right at the time of award of contract to extend, reduce or otherwise revise the scope of the work, services and/or goods called for under this RFP without any change in the base price or other terms and conditions offered by the selected bidder.

WHO also reserves the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP.

Within 30 days of receipt of the contract between WHO and the successful bidder (the "Contract"), the successful bidder shall sign and date the Contract and return it to WHO according to the instructions provided at that time. If the bidder does not accept the Contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice. The Contract will include, without limitation, the provisions set forth in Annex 3.

Any and all of the contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the Contract, i.e., regardless of whether such conditions are included in the Contractor's offer, or printed or referred to on the Contractor's letterhead, invoices and/or other material, documentation or communications.

We look forward to receiving your response to this RFP.

Yours sincerely,
Dr Graham Harrison
Officer-In Charge, WHO Representative
In the Philippines

Annexes

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

Annex 1: Detailed Terms of Reference

1. Purpose of the APW

The purpose of this APW is to ensure the efficient and effective coordination in the Formulation of the Philippine Council for Mental Health Strategic Plan with Monitoring and Evaluation framework for 2024-2028), under an Agreement for Performance of Work (APW)

2. Background

On June 20, 2018, the President signed into law Republic Act (RA) No. 11036, otherwise known as the "Mental Health Act" (MHA) which took effect on July 5, 2018. Eventually, the Implementing Rules and Regulations (IRR) was crafted and signed by the Secretary of Health on January 22, 2019.

Consequently, the five (5) year multi-sectoral strategic plan (MSSP) was created for the period of 2019 to 2023, based on the MHA's Implementing Rules and Regulations. Due to the upcoming conclusion of the 2019-2023 MSSP, it is crucial to develop another MSSP to ensure ongoing guidance in executing the MHA.

It is intended to guide the national government including the sub-national and local counterparts on key strategies to be pursued and a set of interventions to be scaled up to further enhance the population's access to mental health services. This endeavor is directly aligned with the relevant targets of the United Nations Sustainable Development Goals: to reduce by one-third premature mortality from non-communicable diseases through prevention and treatment and promote mental health and well-being by 2030, the Comprehensive Mental Health Action Plan 2013-2030 (who.int), the recently endorsed draft Regional Framework for the Future of Mental Health in the Western Pacific 2023–2030 (who.int) and with the overall Omnibus Health Guidelines per Life Stage.

With this, the Department of Health has requested the WHO Philippines to facilitate the Formulation of the Philippine Council for Mental Health Strategic Plan with Monitoring and Evaluation framework for 2024-2028).

3. Planned timelines (subject to confirmation)

Start date: 28/04/2023 End date: 30/09/2023

Total duration: 5 months

4. Requirements - Work to be performed

Objectives

The overall objective is to perpetuate developing strategies in order to fulfill the implementation of the law, including a monitoring and evaluation framework. It shall abide by Chapter VIII, Sec. 40, IRR of the MHA encompassing the establishment of a multi-agency and/or multi-sector coordinating mechanism to ensure integrated participation of the regions, provinces, cities/municipalities through regional and local mental health councils, or other appropriate bodies.

A plan will be created for the years 2024-2028 that will serve as a guide for implementing the MHA. The plan will include both strategic and operational components and a contractual partner will assist in planning sessions and technical writing for the plan, which will act as a roadmap for the MH.

The Technical Working Group and other concerned stakeholders may participate through re-orientation workshops, interviews, contributions to literature for review, consultative meetings, focus group discussion, or the strategy workshop/writeshop itself.

The formulation of the MSSP with monitoring and evaluation framework 2024-2028 shall begin with the
1). re-orientation on Mental Health of all concerned stakeholders,
2). presentation, and analysis from the report on the PCMH Strategic Plan Mid-term Review. (MTR) and
3). current Global and Regional mandates endorsed by Member states (Global Mental Health Action Plan, Regional Framework)

Other relevant policies, guides, and issuances on Mental Health including international/global frameworks to which the Philippine government has become one of the signatories will be reviewed if not covered by the PCMH Strategic Plan MTR

It is expected that series of consultations will be undertaken among those concerned within the DOH and with other groups of stakeholders particularly at the sub-national and local levels.

The Contracting Partner shall be under the direct supervision of the World Health Organization (WHO) and the DOH Division Chief of the SCD and report as the commissioning body

The Contracting partner may not be required to report daily throughout the duration of the engagement. They should be present during meetings that are initiated by DOH-DPCB and WHO Philippines. They are required to brief the technical staff from time to time on the progress of their work.

Roles and Responsibilities of the Contracting Partner

1. Regularly present to DOH and WHO, in coordination with the progress of engagement
2. Conduct desk review of current and forthcoming interoperability standards and specifications that will support the development of the MSSP with monitoring and evaluation framework
3. Conduct and facilitate consultative meetings, workshops, validation, and other activities related to the development of the MSSP with monitoring and evaluation framework. Invite resource persons, service providers, expert groups, and other stakeholders
4. Facilitate/coordinate for the venue, food, accommodation, honorarium, supplies, and materials for the conduct of re-orientation, consultative meetings, workshops, write-shops, validation, and other activities related to the project.
5. Draft the layout, topics, and contents of the MSSP with monitoring and evaluation framework based on the framework. Include monitoring and evaluation framework and the criteria and indicators for sustainability which shall be aligned to the directions of the program and DOH thrusts
6. Document, consolidate, and integrate experts' inputs in the finalization of the training manual. edit, revise, and incorporate necessary changes based on the findings and recommendations
7. Present progress reports and updates on the development of the MSSP with monitoring and evaluation framework and its framework and design to the program heads, experts, and stakeholders and facilitate review and approval
8. Submit the final MSSP with monitoring and evaluation framework and design
9. Complies with the reporting obligations and approval process
10. Reports are based on the expected outputs and/or deliverables indicated in the Terms of Reference (TOR)
11. All reports shall be submitted to DOH and WHO for review and approval
12. Any document or output that does not comply with the specified provision of the TOR shall be modified and resubmited it for approval.
13. Abide by the terms and conditions stipulated in the contract

5. Requirements - Planning

Deliverable	Indicative delivery date	Proposed Payment Terms
Output 1: Submit inception report and work plan with Gantt chart of activities to DOH and WHO for approval	1st week of May 2023	**1st Tranche 20 %** Upon the submission of approved inception report which contains the following minimum content: **Output 1** Background of the Project Objectives Project or Work Plan • List of activities • Implementation strategy • Schedule of activities/timeline • Composition of Project Team
Output2: Approved plan and design for consultation/planning workshop/s	4th week of May 2023	**2nd Tranche 30 %** **Output 2: Approved plan and design for consultation/planning workshop/s** Deliverable 2.1: Map appropriate DOH and WHO approved resource speakers for each planned session and identify documents, and literature among other resources for review and reference. Deliverable 2.2: Approved activity design spread over the duration of the project:
Output 3: Conduct at least 4 sessions of 3-4 day-live-in outside of Metro Manila and 2 sessions live-out consultations/workshops *(please see below for more details)*	June, 2nd and 4th week of July, 1st week and 2nd week of August 2023	**3rd Tranche 30 %** Upon completion of series of consultations/workshops
Output 4: Technical Report on the process and Write–up of the skeletal plan	4th week of August 2023	**4th Tranche 20 %** **Upon submission of approved Reports** Provide (5) copies hardbound, 1 ½ space Arial font size 12 and electronic copies in PDF and editable file in (5) flash drives and cloud storage of the following: -Executive Summary (journal type, 2-5 pages) -Brief background/introduction (covers brief background and rationale of the development MSSP: • General Information • Objectives of the Consultancy • Acknowledgment Description of the Methodology -Findings / Observations / Detailed Results -Conclusion and Recommendations
Output5: Approved Technical Narrative Reports and Financial Statements.	2nd week September 2023	

		-Annexes (as appropriate) -Technical Abstract -Financial Report *Submission of a formatted, camera-ready, final draft of the MHD MSSP document in soft and in color hard copies.*

6. Scope of Work and Expected Outputs and Deliverables

Under the direct supervision of the WHO Representative to the Philippines through the Mental Health Technical Officer the contractual partner shall:

Activities	Expected Output/ Deliverable(s) - bolded	Schedule
A. Preparatory Phase		
1. Develops a timeline and checklist ensuring its prompt and satisfactory delivery of items in the checklist	**Output 1: Submit inception report and work plan with Gantt chart of activities to DOH and WHO for approval** Deliverable 1.1: Conduct preparatory meetings to develop a work plan with Gantt chart of activities. The work plan will be part of the inception report that will be submitted to WHO Philippines at the beginning of the engagement. Deliverable 1.2: Approved inception report and work plan with WHO Philippines and DOH.	2nd week of May
2. Designs activity/program	**Output 2: Approved plan and design for consultation/planning workshop/s** Deliverable 2.1: Map appropriate DOH and WHO-approved resource speakers for each planned session and identify documents, and literature among other resources for review and reference. Deliverable 2.2: Approved activity design of at least 6 sessions (including Focus Group Discussions, Consultative meeting and workshops) spread over the duration of the project: <u>Sessions 1 & 2. Focus Group Discussion with National Government Agencies (NGAs): PCMH Technical Working Group (TWG) & Center for Health Development (CHDs).</u> *This session will facilitate providing input/feedback for the workshop/activity design coming up with a more tailored fit workshops towards better strategies, indicators, and desired outcomes.*	4th week of May

	Session 3. Re-orientation of all TWG on Mental Health Leveling of expectations as to the specific content/components; Review and Analysis of PCMH Strategic Plan 2019-2023 Mid-Term Review, PCMH Preferred Reality, Re/defining Organization's mission, vision, and values, Development of Theory of Change; and Setting Strategic Direction /Action Plan *After determining the strategic direction and vision, the group will again engage with the TWG and appropriate stakeholders to create a focused set of goals and objectives.* *Appropriate strategic objectives will be defined that are clear and measurable that align with the organization's mission and vision statement* *Develop a detailed action plan that outlines the specific steps required to achieve the organization's strategic objectives* *In this session, the following will be determined: responsible agency/offices for each goal; identify the necessary resource allocations (resources required to implement the organization's strategic plan, including human resources, financial resources, and physical resources); create actionable timeframes (Develop a detailed schedule of activities that outlines when each task or activity will be completed), and define metrics that best measure success; set milestones and timelines to ensure everyone stays on track.* Session 4. Writing of the Strategic Plan % Contracting Partner and DOH Mental Health Division Session 5. Operations Planning *While drafting their plan, the TWG begins to prepare for how to implement it after publication. It should include performance measures that track progress and create a formal system for leadership and staff to annually review the plan and update goals and objectives as needed* Session 6. Planning for Implementation/Spill Over *This session will be dedicated to execute final adjustments in response to PCMH recommendations, planning how to cascade the contents throughout the conference, and engaging in supplemental carryover activities.*	
B. Consultations/Workshop/Writeshop/ Main Meetings		

1. Conduct consultation meetings	**Output 3: Based on the aforementioned sessions, there will be six sessions (FGDs, meetings, and consultative workshops).** **Proposed Schedules** **Session 1: 3 days for 15 different pax each day (live-out)** **Session 2: 4 days for 15 different pax each day (live-out)** **Session 3: 4 days for 50 pax (live- in)** **Session 4: 3 days for 20 pax (live -in)** **Session 5: 4 days for 50 pax (live -in)** **Session 6: 3 days for 20 pax (live -in)** Deliverable 3.1: Organize/hold meetings/consultations with TWG and key stakeholders. It is important that the overall process in the formulation of the MSSP with Monitoring and Evaluation Framework will be DOH-led and the final plan is owned and adopted by those concerned at the national, sub-national, and local levels. Identify stakeholders to be consulted and plan out the consultation meetings/processes for each of the expected documents. Deliverable 3:2: The series of consultation meetings should be able to execute the suggested sessions above in achieving the following: 3.2.1: Review the existing version of the PCMH Strategic Plan and align components based on the agreed-upon plan content and outline 3.2.2: Identify data gaps/evidence in the current versions vis-a-vis the desired/agreed-upon content/format 3.2.3: Identify data sets to be collected, potential data sources, and means of collection for each of the expected deliverables;	June - 1st week of September
C. Documentation and Write-up		
1. Documentation of the Process	**Output 4: Technical Report on the process and Write–up of the MSSP with Monitoring and Evaluation Framework** Deliverable 4.1: Consolidate findings and write-up ● vision, goals, objectives, key strategies, targets ● establish key result areas and major activities to be pursued	June - 1st week of September

	• estimate budgetary requirements with member agency • monitoring and evaluation framework Deliverable 4.2: Review the draft plan against assessment results Deliverable 4.3: Present draft plan to TWG members and PCMH for validation and enhancement and consequently revise the assessment report. Deliverable 4.4: Finalize the plan based on the inputs during the PCMH Meeting Deliverable 4.5 Submit the final plan to DOH and WHO for approval Deliverable 4.6 Submit a formatted, camera-ready, final draft of the MSSP with Monitoring and Evaluation Framework document in soft and in-color hard copies.	
D. Post Activity		
2. Technical and financial Report	**Output 5: Approved Technical Narrative Reports and Financial Statements.** Deliverable 5.1: Facilitate post-administrative requirements for the conduct of the consultative meetings	4th week of September

7. Activity Coordination & Reporting

Technical Officer:	**Dr Jasmine Vergara, National Professional Officer, MHS**	**Email:**	**vergaraj@who.int**
For the purpose of:	Technical supervision and instructions - Reporting		
Administrative Officer:	**Mr Danilo Luzentales, a/PMAO**	**Email:**	**luzentalesd@who.int**
For the purpose of:	Contractual and financial management of the contract		

8. Characteristics of the Provider

TECHNICAL SKILL & KNOWLEDGE

With strong technical writing and facilitation skills, knowledgeable in basic computer programs and virtual/online platforms, efficient organizational, project management, strategic planning, monitoring and evaluation skills

LANGUAGE

With excellent verbal and written communication skills in English and Filipino

COMPETENCIES

- Communicating in a credible, effective and culturally competent way
- Excellent verbal and written English communication skills
- Moving forward in a changing environment
- Fostering integration and teamwork
- Producing results

9. Place of assignment

Manila, Philippines

Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of Mental Health and Substance Use, has access to certain information relating to WHO Special Initiative for Mental Health Philippines which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as "the Information").

2. WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposal (RFP) for "Technical Assistance in the Formulation of the Philippine Council for Mental Health Strategic Plan with Monitoring and Evaluation framework for 2024-2028)" ("the Purpose"), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.

3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:

1. was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
2. was in the public domain at the time of disclosure by or for WHO to the Undersigned;
3. becomes part of the public domain through no fault of the Undersigned; or
4. becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality (as evidenced by written records or other competent proof).

5. The Undersigned further undertakes not to use the Information for any benefit, gain or advantage, including but not limited to trading or having others trading in securities on the Undersigned's behalf, giving trading advice or providing Information to third parties for trade in securities.

6. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.

7. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.

8. Any dispute arising from or relating to this Undertaking, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event of the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Undersigned and WHO or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, with the rules of arbitration of the International Chamber of Commerce. The Undersigned and WHO shall accept the arbitral award as final.

9. Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

Acknowledged and Agreed:

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

Annex 3: Vendor Information Form

Company Information to be provided by the Vendor submitting the proposal			
UNGM Vendor ID Number: ***If available*** *– Refer to WHO website for registration process**			
Legal Company Name: *(Not trade name or DBA name)*			
Company Contact:			
Address:			
City:		State:	
Country:		**Zip:**	
Telephone Number:		Fax Number:	
Email Address:		**Company Website:**	
Corporate information:			
Company **mission statement**			
Service commitment to customers and measurements used *(if available)*			
Organization structure (include description of those parts of your organization that would be involved in the performance of the work)			
Relevant **experience** (how could your expertise contribute to WHO's needs for the purpose of this RFP) – *Please attach reference and contact details*			
Staffing information			

* http://www.who.int/about/finances-accountability/procurement/en/

Annex 4: Contractual Provisions

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

1. **Compliance with WHO Codes and Policies**. By entering into the Contract, the Contractor acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, the Contractor shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other natural or legal persons engaged or otherwise utilized 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 Directive on Protection from sexual exploitation and sexual abuse (SEA); (iii) the WHO Policy on Preventing and Addressing Abusive Conduct; (iv) the WHO Code of Conduct for responsible Research; (v) the WHO Policy on Whistleblowing and Protection Against Retaliation; (vi) the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, and (vii) the UN Supplier Code of Conduct, in each case, as amended from time to time and which are publicly available on the WHO website at the following links: http://www.who.int/about/finances-accountability/procurement/en/ for the UN Supplier Code of Conduct and at http://www.who.int/about/ethics/en/ for the other WHO Policies.

2. **Zero tolerance for sexual exploitation and abuse, sexual harassment and other types of abusive conduct**. WHO has zero tolerance towards sexual exploitation and abuse, sexual harassment and other types of abusive conduct. In this regard, and without limiting any other provisions contained herein:

(i) each legal entity Contractor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA), and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other natural or legal persons engaged or otherwise utilized to perform the work under the Contract; and (ii) promptly report to WHO and respond to, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the Contractor becomes aware; and

(ii) each individual Contractor warrants that he/she will (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA), and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct. Without limiting the foregoing, the individual Contractor shall promptly report to WHO, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the individual Contractor becomes aware.

3. **Tobacco/Arms Related Disclosure Statement**. The Contractor may be required to disclose relationships it may have with the tobacco and/or arms industry through completion of the WHO Tobacco/Arms Disclosure Statement. In the event WHO requires completion of this Statement, the Contractor undertakes not

to permit work on the Contract to commence, until WHO has assessed the disclosed information and confirmed to the Contractor in writing that the work can commence.

4. **Anti-Terrorism and UN Sanctions; Fraud and Corruption**. The Contractor warrants for the entire duration of the Contract that:

i. it is not and shall 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 shall not make any payment or provide any other support to any such person or entity and that it shall not enter into any employment or other contractual relationship with any such person or entity;

ii. it shall not engage in any fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in connection with the execution of the Contract;

iii. it shall take all necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices as referred to above in connection with the execution of the Contract; and

iv. it shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services (IOS), any credible allegations of actual or suspected fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption of which the Contractor becomes aware and respond to such allegations in an appropriate and timely manner in accordance with its respective rules, regulations, policies and procedures. Furthermore, the Contractor agrees to cooperate with WHO and/or parties authorized by WHO in relation to the response. Relevant information on the nature of any credible allegations of such actual or suspected violations, as well as the details of the intended response and the outcome of any such response, should be communicated and coordinated with WHO, with the understanding that, subject to the terms of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, confidentiality and the due process rights of those involved will be respected.

In the event that any resources, assets and/or funds provided to or acquired by the Contractor under the Contract are found to have been used by the Contractor, its employees or any other natural or legal persons engaged or otherwise utilized to perform any work under the Contract, to finance, support or conduct any terrorist activity or any fraudulent or corrupt practices, the Contractor shall promptly reimburse and indemnify WHO for such resources, assets and/or funds (including any liability arising from such use).

5. **Breach of essential terms**. The Contractor acknowledges and agrees that each of the provisions of paragraphs 1, 2, 3 and 4 above constitutes an essential term of the Contract, and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to:

i. terminate the Contract, and/or any other contract concluded by WHO with the Contractor, immediately upon written notice to the Contractor, without any liability for termination charges or any other liability of any kind; and/or

ii. exclude the Contractor from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with WHO.

WHO shall be entitled to report any violation of such provisions to WHO's governing bodies, other UN agencies, and/or donors.

6. **Use of WHO Name and Emblem**. Without WHO's prior written approval, the Contractor shall not, in any statement or material of an advertising or promotional nature, refer to the Contract or the Contractor's relationship with WHO, or otherwise use the name (or any abbreviation thereof) and/or emblem of the World Health Organization.

7. **Assurances regarding procurement**. If the option for payment of a maximum amount applies, to the extent the Contractor is required to purchase any goods and/or services in connection with its performance of the Contract, the Contractor shall ensure that such goods and/or services shall be procured in accordance with the principle of best value for money. "Best value for money" means the responsive offer that is the best combination of technical specifications, quality and price.

8. **Audit and Investigations**. 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. Similarly, WHO may initiate an investigation into credible allegations of fraud and corruption and other forms of misconduct based on information received in accordance with its respective policies, procedures and rules.

In this context, the Contractor shall make available, without restriction, to WHO and/or parties authorized by WHO:

i. the Contractor's books, records and systems (including all relevant financial and operational information) relating to the Contract; and
ii. reasonable access to the Contractor's premises and personnel.

The Contractor shall provide satisfactory explanations to all queries arising in connection with the aforementioned audit and access rights.

WHO may request the Contractor to provide complementary information about the work performed under the Contract that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Contractor and related to the work performed under the Contract.

9. **Publication of Contract**. Subject to considerations of confidentiality, WHO may acknowledge the existence of the Contract to the public and publish and/or otherwise publicly disclose the Contractor's name and country of incorporation, general information with respect to the work described herein and the Contract value. Such disclosure will be made in accordance with WHO's Information Disclosure Policy and shall be consistent with the terms of the Contract.