**Amendment 3 to the RFP main document on 4 March 2025: extends the closing date from 10 March 2025 to 24 March 2025, at 12:00 hours pm (noon), Geneva, Switzerland, time. Modifies the section 4.12 of this document to implement the new closing date and time. Any other terms remain unchanged.**

**Corporate Platforms support - Application Management Services**

**Request for Proposals (RFP)**

**Bid Reference**

**RFP\_2024\_053\_BOS\_IT Platforms\_Support LTA**

**Country/Unit Name**

**IMT**

[1 Introduction 5](#_Toc187743606)

[1.1 Objective of the RFP 5](#_Toc187743607)

[1.2 About WHO 5](#_Toc187743608)

[1.2.1 WHO Mission Statement 5](#_Toc187743609)

[1.2.2 Structure of WHO 5](#_Toc187743610)

[1.2.3 Description of Office/Region or Division/Service/Unit 6](#_Toc187743611)

[1.3 Definitions, Acronyms and Abbreviations 6](#_Toc187743612)

[2 BACKGROUND 8](#_Toc187743613)

[2.1 Overview 8](#_Toc187743614)

[2.1.1 WHO Corporate Systems & Support Domains 8](#_Toc187743615)

[2.1.2 The BMS Solution 8](#_Toc187743616)

[2.1.3 Key stakeholders 8](#_Toc187743617)

[2.1.4 The Support Model 9](#_Toc187743618)

[2.2 Objective 9](#_Toc187743619)

[2.2.1 The objective of this RFP 9](#_Toc187743620)

[2.2.2 Scope of Support Services 9](#_Toc187743621)

[2.2.3 Multi-vendor support and preferred Partners 10](#_Toc187743622)

[3 requirements 12](#_Toc187743623)

[3.1 Introduction 12](#_Toc187743624)

[3.2 Characteristics of the Contractor 12](#_Toc187743625)

[3.2.1 Status 12](#_Toc187743626)

[3.2.2 Accreditations 12](#_Toc187743627)

[3.2.3 Previous experience 13](#_Toc187743628)

[3.2.4 Staffing 13](#_Toc187743629)

[3.3 Work to be performed 14](#_Toc187743630)

[3.3.1 Key requirements 14](#_Toc187743631)

[3.3.2 Place of Performance 19](#_Toc187743632)

[3.3.3 Timelines 19](#_Toc187743633)

[3.3.4 Reporting requirements 20](#_Toc187743634)

[3.3.5 Finance and accounting requirements 20](#_Toc187743635)

[3.3.6 Performance monitoring 21](#_Toc187743636)

[3.3.7 Further Capacities 21](#_Toc187743637)

[4 Instructions To Bidders 22](#_Toc187743638)

[4.1 Language of the Proposal and other Documents 22](#_Toc187743639)

[4.2 Pre-proposal bidders conference 22](#_Toc187743640)

[4.3 Intention to Bid 22](#_Toc187743642)

[4.4 Cost of Proposal 23](#_Toc187743643)

[4.5 Contents of the Proposal 23](#_Toc187743644)

[4.6 Joint Proposal 23](#_Toc187743645)

[4.7 Communications during the RFP Period 23](#_Toc187743646)

[4.8 Submission of Proposals 23](#_Toc187743647)

[4.9 Formatting and Naming of Proposals 24](#_Toc187743648)

[4.10 Exclusion of Submission of Proposals by E-mail or in Hard Copy 24](#_Toc187743649)

[4.11 Period of Validity of Proposals 25](#_Toc187743650)

[4.12 Closing Date for Submission of Proposals 25](#_Toc187743651)

[4.13 Modification and Withdrawal of Proposals 25](#_Toc187743652)

[4.14 Receipt of Proposals from Non-invitees 25](#_Toc187743653)

[4.15 Amendment of the RFP 25](#_Toc187743654)

[4.16 Proposal Structure 26](#_Toc187743655)

[4.16.1 Acceptance Form 26](#_Toc187743656)

[4.16.2 Executive Summary 26](#_Toc187743657)

[4.16.3 Company information 26](#_Toc187743658)

[4.16.4 Mandatory Experience 26](#_Toc187743659)

[4.16.5 Technical Capacity 27](#_Toc187743660)

[4.16.6 Approach/Methodology & Partnership 27](#_Toc187743661)

[4.16.7 Proposed Solution for BMS Support 28](#_Toc187743662)

[4.16.8 Proposed Time line 30](#_Toc187743663)

[4.16.9 Financial Proposal 30](#_Toc187743664)

[4.17 Conduct and Exclusion of Bidders 31](#_Toc187743665)

[5 Opening And Evaluation Of Proposals 32](#_Toc187743666)

[5.1 Opening of Proposals 32](#_Toc187743667)

[5.2 Clarification of Proposals 32](#_Toc187743668)

[5.3 Preliminary Examination of Proposals 32](#_Toc187743669)

[5.4 Screening of Proposals 32](#_Toc187743670)

[5.5 Evaluation of Proposals 33](#_Toc187743671)

[5.5.1 Technical Evaluation 33](#_Toc187743672)

[5.5.2 Financial Evaluation 34](#_Toc187743673)

[5.6 Bidders' Presentations 34](#_Toc187743674)

[6 Award Of Contract 35](#_Toc187743675)

[6.1 Award Criteria, Award of Contract 35](#_Toc187743676)

[6.2 WHO's Right to modify Scope or Requirements during the Evaluation/Selection Process 35](#_Toc187743677)

[6.3 WHO's Right to Extend/Revise Scope or Requirements at Time of Award 35](#_Toc187743678)

[6.4 WHO's Right to enter into Negotiations 35](#_Toc187743679)

[6.5 Signing of the Contract 35](#_Toc187743680)

[6.6 Publication of Contract 36](#_Toc187743681)

[7 General And Contractual Conditions 37](#_Toc187743682)

[7.1 Conditions of Contract 38](#_Toc187743683)

[7.2 Responsibility 38](#_Toc187743684)

[7.3 Audit, and Investigations 38](#_Toc187743685)

[7.4 Source of Instructions 38](#_Toc187743686)

[7.5 Warranties 39](#_Toc187743687)

[7.6 Legal Status 39](#_Toc187743688)

[7.7 Relation Between the Parties 40](#_Toc187743689)

[7.8 No Waiver 40](#_Toc187743690)

[7.9 Liability 40](#_Toc187743691)

[7.10 Assignment 40](#_Toc187743692)

[7.11 Indemnification 40](#_Toc187743693)

[7.12 Contractor's Responsibility for Employees 40](#_Toc187743694)

[7.13 Subcontracting 41](#_Toc187743695)

[7.14 Place of Performance 41](#_Toc187743696)

[7.15 Language 41](#_Toc187743697)

[7.16 Confidentiality 41](#_Toc187743698)

[7.17 Title Rights 42](#_Toc187743699)

[7.18 Termination and Cancellation 42](#_Toc187743700)

[7.19 Force Majeure 42](#_Toc187743701)

[7.20 Surviving Provisions 43](#_Toc187743702)

[7.21 Use of WHO name and emblem 43](#_Toc187743703)

[7.22 Publication of Contract 43](#_Toc187743704)

[7.23 Successors and Assignees 43](#_Toc187743705)

[7.24 Payment 43](#_Toc187743706)

[7.25 Title to Equipment 44](#_Toc187743707)

[7.26 Insurance and Liabilities to Third Parties 44](#_Toc187743708)

[7.27 Settlement of Disputes 44](#_Toc187743709)

[7.28 Authority to Modify 45](#_Toc187743710)

[7.29 Privileges and Immunities 45](#_Toc187743711)

[7.30 Anti-Terrorism and UN Sanctions; Fraud and Corruption 45](#_Toc187743712)

[7.31 Ethical Behaviour 46](#_Toc187743713)

[7.32 Officials not to Benefit 46](#_Toc187743714)

[7.33 Compliance with WHO Codes and Policies 46](#_Toc187743715)

[7.34 Zero tolerance for sexual exploitation and abuse, sexual harassment and other types of abusive conduct 46](#_Toc187743716)

[7.35 Tobacco/Arms Related Disclosure Statement 47](#_Toc187743717)

[7.36 Compliance with applicable laws, etc. 47](#_Toc187743718)

[7.37 Breach of Essential Terms 47](#_Toc187743719)

[8 Personnel 49](#_Toc187743720)

[8.1 Approval of Contractor Personnel 49](#_Toc187743721)

[8.2 Project Managers 49](#_Toc187743722)

[8.3 Foreign Nationals 49](#_Toc187743723)

[8.4 Engagement of Third Parties and use of In-house Resources 50](#_Toc187743724)

[9 List of annexes AND APPENDICES 51](#_Toc187743725)

# Introduction

## Objective of the RFP

The purpose of this Request for Proposals (RFP) is to enter into a contractual agreement with a successful bidder to carry out the following work: Application management services for WHO corporate systems.

WHO is looking for experienced vendors to enter into a long-term partnership for a multi-vendor and multi-platform support for its corporate systems, including its next generation ERP.

These preferred vendors will be engaged either/or for delivering managed support services to run the technology platform or to deliver projects, both on a fixed price basis. A few instances of time and material engagement could also apply.

**WHO may during a certain period procure certain services from the selected providers at prices which will remain fixed for the duration of the LTA or framework/umbrella agreement (four years, renewable for an additional period of two years at WHO’s discretion and subject to satisfactory performance). Specific services will be provided under separate requests resulting in dedicated contracts for projects or managed services, issued by WHO on a case by case basis (each of which will reference the terms of the LTA or framework/umbrella agreement). The LTA or framework/umbrella agreement will not constitute an obligation on the part of WHO to request any services from the selected providers. Services will be requested on an as needed basis, as determined by WHO. There will be no guarantee of any minimum volume of services and WHO retains the right to enter into multiple LTA’s or framework/umbrella agreements, and/or to engage similar services from other sources.**

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.

## About WHO

### 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) 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 well-being 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.

### 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 program 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 9,200 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.

### Description of Office/Region or Division/Service/Unit

The Department of Information Management & Technology (IMT) develops systems and capacities to enable WHO and its technical units to deliver our public health agenda. We support our colleagues across the three levels of WHO (HQs, Regions and Country Offices) through projects that leverage technology and improve the Organizations performance.

IMT’s aim is to ensure a coherent, advanced and scalable enterprise architecture, that enables current and future systems and platforms to work together, in a sustainable and cost-effective way.

## Definitions, Acronyms and Abbreviations

|  |  |
| --- | --- |
| AIM | Application & Information Management Unit |
| AIS | Architecture & Infrastructure Services Unit |
| AMS | Application Management Services |
| APW | Agreement of performance of work |
| BMS | Business Management System |
| BOS | Business Operations Division |
| CC | Competence Center |
| CMCoE | Change Management Centre of Excellence |
| CoE | Centre of Excellence |
| DFT | Data and Frontier Technologies |
| IMT | Information Management & Technology Department |
| ITSM | IT Service Management |
| LTA | Long Term Agreement |
| PMCoE | Project Management Centre of Excellence |
| PMO | Project Management Office |
| QA | Quality Assurance |
| RFP | Request for Proposal |
| ToR | Terms of Reference |
| UN | United Nations |
| UNGM | United Nations Global Marketplace |
| USD | United States Dollar |
| WCS | Workplace and Collaboration Services Unit |
| WHO | World Health Organization |

**Definitions :**

Managed services: are subject to dedicated contracts under the umbrella agreement to provide application management services for a defined scope of platforms, that would be delivered on a continuous basis, with defined period and subject to monthly payments, using a capped price and depending on penalties based on agreed SLA.

Projects: are subjects to dedicated contracts under the umbrella agreement to provide complementary ad hoc services to the managed services and is subject to a payment schedule based on project milestones and deliverables, defined in a dedicated contract, at a fixed price.

# BACKGROUND

Description of the existing activities **currently** undertaken by IMT, i.e. prior to the publication of this Request for Proposals, and related to its objectives.

## Overview

This section provides the organizational context and the scope of technology and services expected from the vendors. It also provides clarifications on the objective of this RFP and the approach WHO has to engage with the selected vendors to build partnerships.

### WHO Corporate Systems & Support Domains

To ensure consistency and efficiency, IMT's Enterprise Architecture has standardized on several technologies for delivering corporate solutions. These technologies are listed in the table below.



Every box of the diagram above represents a distinct platform. The containers represent a possible support domain, pooling logically the different platforms into groups depending on their main purpose within WHO. The 4 domains are an illustration of how the different technologies could be pulled into groups of technology stacks and/or competence centers that could be subject to a support contract for support managed services. However, one could also consider transversal scope of work when considering a project for instance. While the current grouping is a suggested starting point, WHO retains the flexibility to adjust the platform groupings for future contract awards, aligning with its evolving needs.

### The BMS Solution

The Business Management System (BMS) is the next generation ERP being implemented by WHO. A dedicated program was established to integrate best of breed Cloud based solutions available on the market. More information on the BMS solution is available in the dedicated attached Terms of Reference (ToR) - appendix B.

### Key stakeholders

The business functions supported by the next generation ERP (a.k.a. Business Management System) include Procurement & Supply, HR, Finance, Resource Mobilization, Program Management, Meeting & Events, Travel and Treasury/Expenses. The user base includes more than 9’000 staff and about 5’000 affiliates spanning 150+ locations around the world. Other sister United Nations agencies such as UNAIDS and IARC could also be using the WHO Corporate Services.

It is worth noting that these teams are not exhaustive and the selected vendor(s) will need to effectively collaborate with various business and technical stakeholders through the entire contract life cycle. Governing mechanisms will need to be jointly established to streamline the communication and let both organizations integrate seamlessly. Although it will belong to WHO to decide on the way to go, the vendor is expected to make recommendations and seek for continuous improvements on the way to manage their stakeholders and deliver the services for the entire duration of their contract.

### The Support Model

IMT and the Business departments currently have developed a standard support model across its corporate platforms. It is a 4 tiered support model following ITIL standards and industry good practices. Appendix A1 is a high level diagram showing the generic approach of the support model for corporate services. It is also worth noting that WHO uses ServiceNow as a cloud based IT service management platform (ITSM).

## Objective

### The objective of this RFP

The objective of this RFP is two folds:

* To identify a few suitable bidders to become WHO preferred partners by entering into a Long Term Agreement for supporting our corporate platforms (see above), by delivering several support services (see the next section), and according to preset engagement options (see sections 3.3.5). Following a secondary bidding process, the selected LTA vendors would either provide Application Management Services for L2 and L3 support as managed services for some of the corporate platforms, or/and deliver fixed price projects.
* To award L2/L3 support managed services (see section 2.2.2 below) for the BMS solution as an Application Management Service (see attached dedicated ToR – Appendix B) to deliver core support services for a duration of 2 years.

### Scope of Support Services

The spectrum of support services that the preferred partners would be expected to have capacity to deliver is listed in Appendix A2.

There are three services areas:

**Technical support** encompasses all services required to maintain platforms operations and related services to keep them running, including providing support to users and fixing issues in a timely and efficient manner. It is worth noting the technical support would also include the capability to fulfill user’s service request (e.g. resource provisioning) and provide functional user support by providing guidelines on how to use the platform.

**Innovation** extends the technical support to seize opportunities to work in new ways. It allows new platform capabilities to be released and adopted by the users. It also aims to enable continuous improvement by designing and implementing enhancements requested by the business to improve existing or create new capabilities. Innovation should position the corporate systems as key enablers for business value generation and digital transformation.

**Intelligence** services aim to enhance decision-making by providing valuable insights into WHO activities. Beyond maintaining and improving automation solutions, BMS will empower the organization by harnessing data as a strategic asset. This includes ensuring compliance with internal and external regulations.

The three areas above spans across two types of services:

**Core services** include activities that are fundamental to manage the services through their life cycle. They include both key technical/functional support and innovation activities to allow WHO to continue increasing value for money from its platforms when considering its evolving business needs and technology landscape. They are the basis for the scope of work of the Application Management Services (AMS) as managed services.

**Extended services** include additional capabilities that would be used on an ad hoc basis or in a transversal manner to complement and enhance the core services. These would be subject to separate Terms of Reference and contract, using any of the engagement options (see Section 3.3.5)

These 3 areas and 2 types of services are encompassing 12 service categories that are further described in section 3.

### Multi-vendor support and preferred Partners

The approach of WHO is to enter into a long-term agreement (LTA) providing a contractual framework, with only a few selected bidders. Such an agreement legitimates these vendors, as pre-qualified providers, to participate in secondary bidding processes in response of specific terms of reference issued by WHO at its discretion, for the specified support services relating to the platforms in scope of this RFP, and for the entire duration of their LTA. The intent is to develop strategic partnerships with key vendors that will be able to support WHO through its current and future initiatives or transformations. The secondary bidding process is meant to accelerate the procurement of services by following dynamic sourcing principles. These initiatives will have the common objectives to improve the maintenance and support, implement new business capabilities, accelerate time to market, increase agility and adaptability, adopt new ways of working, and become more cost efficient through the means of continuous improvement or dedicated projects.

In the spirit of partnership, WHO expects from the vendors to adhere to the following guiding principes:

* **Operational excellence,** to ensure high performance, reliability, and user satisfaction for the applications and support services.
* **Continuous improvement,** to optimize existing processes, add incrementally business value or reduce the total cost of ownership.
* **Time-to-market**, to accelerate the end-to-end delivery of changes to the existing solution, would it be with regular releases from SaaS providers or by developing enhancements for instance.
* **Innovation,** to adopt new ways of working, create new business capabilities, or reduce costs by embracing new technologies and/or by redesigning business processes.
* **Proactiveness and value proposition,** should lead the vendors to proactively propose end-to-end solutions for aligning with industry best practices, by proposing tools, processes and expertise that are fit for purpose to WHO to increase the added value of the services or reduce costs. Propositions should also include application improvements.
* **Optimization,** to reduce the operational cost of the support and maintenance year over year and release support resources for enhancement and innovation. It is also meant to reduce the risk for WHO associated to its multi-platform environment, from both technical and business perspectives.
* **Collaboration**, to foster a collaborative environment where the service providers and the WHO work together to identify and implement improvements. This partnership approach endorses that all parties are aligned, committed to continuous service improvement (CSI), and maintain transparency through open communication and the sharing of relevant information.

Such partnerships is also expected to deliver mutual benefits by giving a farther horizon for providers in future business developments opportunities with WHO or other UN agencies.

# requirements

## Introduction

WHO requires the successful bidder, the Contractor, to carry out Application Management Services for the corporate platforms of WHO. Such services may include any of the service categories or platforms referred to in the sections above .

## Characteristics of the Contractor

### Status

The Contractor shall be a [ for profit] [ not for profit] institution operating in the field of IT managed services and consultancy.

In their proposals, the bidders should briefly state their mission statement and more importantly how their AMS strategy and vision is aligned with the objective of developing a partnership with WHO to support its transformation journey.

The proposal should also present how the bidders are structure with regards to such AMS activities.

### Accreditations

There are two areas of accreditations that WHO inquires the bidders to elaborate upon.

**Technology certifications**

Vendors are expected to provide insights into:

* Their level of engagement with platform suppliers to get early insights on their roadmaps and coming changes.
* The partner programs of the Platform providers to which they participate and to which extend.
* An overview of the number of certified staff per platform and the type of certifications.

**Support services certifications**

Vendors are expected to provide insights into:

* Certifications for ITIL, Project Management, Change Management, Business Analysis, Quality Assurance.
* Awards from third parties with regards to key achievements.
* Cybersecurity certifications.
* Compliance certifications related to data protection, SOC, etc.

For both areas, the vendor is invited to share what types of Centre of Excellence and Competence Centre are existing within its organization that would be valuable to the scope of work at WHO.

### Previous experience

**Mandatory:**

* Proven experience in the field of support managed services for a cloud based ERP solutions as a lead contractor, completed successfully the last 3 years.
* Demonstrate a global footprint to deliver follow-the-sun support services.
* Experience in managing complex multi-platform & multi-vendor support environment.
* Experience with release management in SaaS environment and DevOps practices in SaaS or PaaS environments.
* Robust background in Quality Assurance including established tools, processes and methodologies
* Proven track record in supporting Workday, Oracle EBS and WCC, SAP Concur, MuleSoft, Appian, Salesforce.
* Demonstrate experience in delivering AMS Managed Services and fixed price projects.

Bidders should take section 4.15.4 into consideration in conjunction with the above.

**Desirable:**

* Capability to support Cvent and One Network.
* Experience with Artificial Intelligence (AI) for proactive monitoring, automation and intelligence.
* Robust background in Knowledge Management with established tools and processes.
* Robust background in data management and compliance.
* Proven record in change management and conducting initiatives enabling digital transformation.
* Proven ability to build competence centres.
* Existing centre of excellence in the field of the support services.

### Staffing

**Talent Management and Retention Strategies:** Please provide a detailed description of your talent management approach, specifically focusing on training and development plans for your team members. Additionally, outline the measures you implement to ensure business continuity by reducing staff turnover. This should include your strategies for talent retention, such as career development opportunities, employee engagement initiatives, and any other practices aimed at maintaining a stable and motivated workforce. Please also include which roles you consider being key resources and your average attrition rate for such positions, in comparison to your attrition rate in general.

**Capacity Building and Competence Acquisition:** Please describe your approach to building capacity within your teams, particularly through upstaffing and/or outsourcing or acquisitions. Detail the processes you follow to identify and address skill or knowledge gaps, and provide specific timelines for how quickly you can integrate new expertise into your team. This should include your strategies for recruiting additional staff, training existing employees, and any partnerships or resources you leverage to ensure your team meets the required competency levels promptly or remain up to date with the technology and market landscapes.

**Key dedicated staff:** is considered mandatory from WHO to ensure business continuity. In their bids, the vendors need to propose which roles would be key in delivering AMS services for a set of platforms and confirm its ability to have them dedicated, if agreed, to the support of WHO.

Activities will be carried in normal working hours and specified in each dedicated ToRs for either the managed services or projects. Managed services are usually delivered from 9:00 GMT+8 to 18:00 GMT+1 Monday through Friday, every day except for WHO official holidays in HQ Geneva.

## Work to be performed

This section presents the scope of work that is expected from the selector vendors.

### Key requirements

This section details the requirements of WHO for the vendors to become preferred partners. More requirements are listed in the ToR provided in Appendix B with regards to the BMS support specifically. Proposals should respond to both Key requirements of this section and those included into the ToR.

#### Service scope

##### Core support services

This section aims to provide more details on each category of the support services to be delivered, and on the expectations of WHO with regards to the bidder’s proposals. Is it envisioned that these core support services would be subject to a single contract for managed support services for each of the support domain or individual platforms.

***Administration & maintenance, Incident & Problem management, Service Fulfilment.***

The core support activities are considered fundamental by WHO to keep the solution performant and key stakeholders satisfied, while optimizing support costs. Those well-known activities in the industry, based on ITIL standards, are expected to be handled comprehensively through the different support levels documented on a high level on Appendix A1. It is worth noting the level 1 and level 4 support will be handled respectively by the WHO Global Service Desk and the platform provider. Hence, The selected service provider will be focusing on level 2 and 3 support and be acting as a cornerstone through the value chain of the technical support using an end-to-end approach in collaboration with other parties. WHO expects the vendor to follow through on support activities involving other teams of its scope of work to deliver effective and efficient services.

In most cases, operational coordination will be led by IMT Technical Team, supported by Platform Owners and Product Owners in WHO. However, the service provider is expected to build in autonomy to support the solution.

WHO is seeking proposal from the vendor on how the level 2 and 3 could be best managed on any given platform. For instance, it is requested to detail how they would be kept as distinct teams, or merged into one, and provide the rational for this proposal. Besides such vertical approach, the same is requested horizontally, so the vendor is expected to propose to have the functional and technical expertise to be split into two teams or merged into one. It is worth reminding on this matter that although WHO is seeking for a high quality support, it also expects it to be cost efficient. Therefore the vendor could also propose an evolutive approach based on phases allowing to balance quality and cost over time. Finally, the bidder should describe what they envision as support boundaries for L2/L3 with L1 and L4.

As part of the maintenance, the vendor is expected to manage the platforms in scope from an end-to-end perspective, including but not limited to the several tenants or environments branches. It also includes managing the relevant data uploads or rehearsal for instance.

The selected vendors will be expected to use WHO’s service management tool, i.e. ServiceNow, to manage and track the activities related to Support.

Another key aspect of these support categories is the knowledge transfer the service provider should lead to move resolution downwards (from level 3 to level 2, or from level 2 to level 1) to lower the cost, reduce the time to resolution and free up resources for enhancements and releases.

To this regard, it is important the bidders provide clear insights in their proposal on how the knowledge and support boundaries be will managed and documented, what are the tools being used, and organizational mechanisms at work to optimize the technical support. More information on knowledge management is described in the next paragraph.

The proposals should include 3 success stories of AMS delivering functional and technical support on level 2 and 3 similar in scale and complexity of the BMS program.

***Knowledge management***

Knowledge is considered a key factor of success for delivering support services considering the dynamic environment on both the technology and business sides, as well as the complexity of the support organization across entities. It should therefore be managed thoroughly so knowledge becomes an institutional asset and helps ensuring that the support and maintenance of WHO systems and related services are efficient, effective, scalable, and agile, ultimately leading to better system performance and user satisfaction.

In their proposal, bidders are expected to provide sufficient evidence on their knowledge management processes, tools and expertise to allow achieving these goals. The use of Service Now is highly preferred.

***Integrations***

WHO is adopting MuleSoft as its corporate integration platform***.*** Further information on the implementation and support requirements can be found in the BMS Support ToR (appendix B) and related appendices.

In their proposal, the vendors are expected to describe how they would manage and develop such integrations using MuleSoft and WHO framework. WHO is particularly interested in getting clarity on how the integrations are being monitored and continuously tested for proactive maintenance and support.

The vendor should specify how much they are able to integrate the WHO existing framework with the tools and processes being used for automation today in WHO. In addition, bidders are requested to elaborate on their own capacity to deliver complementary solutions for QA and automation, including with AI.

Although MuleSoft is mainly used now to integrate the BMS platforms together, and with satellite applications, its usage is expected to extend to other systems and the vendor will be responsible for developing new integrations to support the expanding scope of MuleSoft.

Three references should also be provided in the offer that are similar in scale and complexity of the BMS program using Mulesoft.

***Quality Assurance***

Quality assurance (QA) is a discipline of its own and is considered a key differentiator for this tendering process. Indeed, there are several areas where such QA skills, tools, and processes are expected to be intensively used on a continuous basis. Whether for the maintenance of each system, its integrations, or when considering the frequency of enhancements or releases requested from business stakeholders or pushed from cloud providers, QA is to be considered as a supporting function across platforms and activities of the support services.

In his proposal, the bidder is requested to provide a description on the QA services it can deliver, i.e. tools and SOPs being used as well as the typical profiles available to provide managed services to WHO in this field. Although QA is already implemented into several areas such as integrations or development, the overall QA framework in both IMT and BMS needs to mature and elevate to a higher level to keep up with the industry best practices. In his proposal, the bidder is expected to describe both the end-to-end solution and/or its approach to implement QA for WHO, as well as how it will be managed over time. Adopting and scaling the existing tools (See BMS Support ToR) will be considered an asset. Bidders could also provide alternative solutions, if elaborating on the costs and benefits for WHO of adopting them, and provided they can be transitioned (i.e. not proprietary) to another vendor if required in the future.

Similarly, the bidder is expected to include in his proposal the approach for adding new systems or applications to be supported by the QA services. As for the integration services, these are considered services that can be shared across applications and so the vendor is expected to describe the delivery model (e.g. shared service / competence centre, dedicated team to each application or platform) envisioned to deliver the QA services over time.

Three references should also be provided in the offer that are similar in scale and complexity of the BMS solution.

***Release management, Enhancements, and DevOps***

The next generation ERP and other SaaS based corporate platforms are expected to evolve dynamically and release management capabilities of the support vendor are considered critical to establish a long term partnership.

At present, IMT follows a standard change control process leveraging a Change Advisory Board as per ITIL standards. For its next generation ERP, WHO envisions to implement a dedicated governance model with regards to its release management processes. The bidder is expected to describe what is considered good practices in the industry to establish an efficient decision making process to measure impact, manage risks and prioritize releases for introducing new features seamlessly and on time. It is expected that the level of control is commensurate with the impact a new release would have on the ERP and its ecosystem, would it be operational, tactical or strategic.

In his proposal, the bidder should provide diagrams of the release management framework and processes, taking a DevOps approach and including governance mechanisms, it would propose to implement in agreement with WHO for continuously improving its corporate systems in an integrated fashion.

WHO is adopting different tools and platform such as built-in features from Appian, or third party solutions such as Azure DevOps, GitHub and others. Besides, WHO envisions to set up a product team with product owners managing product backlogs. The vendor is expected to give insights on how these tools can be integrated into the release management practices and complement as needed with other solution such as Application Lifecycle Management systems for instance.

Three references should also be provided in the offer that are similar in scale and complexity of the BMS solution .

##### Extended Services

Beyond the core support services mentioned above, WHO expects the selected vendor to have additional capacity to deliver more extensive services to support WHO for accelerating return on investment from its corporate platforms. These services would be delivered as separate contracts either as managed services or projects, based on dedicated ToRs.

***Business Analysis***

Although functional analysts are expected to be part of the core support services, WHO foresees a need for additional business analysis focusing on improving business processes by leveraging the capabilities delivered by our Cloud solutions. Such business analysts would support the business stakeholders, especially in the context of the ERP, to improve their ways of working by the means of good practices applicable in their areas of expertise (HR, Finance, procurement, etc.), and by liaising with functional and technical analysts to identify rooms for improvement and provide comprehensive recommendations for aligning the applications with the business needs.

In their proposal, bidders are expected to provide information on how the WHO business functions of the ERP could be leverage a pool of resources from the selected vendors, including the methodologies used by the vendor in this field.

***Reporting & Data management.***

The secondary focus of the selected bidders should be to offer the capacity to develop and maintain new and existing reports using native reporting features of the corporate platforms, for both business and IT purposes. Indeed, several hundreds of reports using native reporting modules from the platforms are expected.

The bidders should outline their framework for responding to new reporting demands and maintaining the existing report portfolio. Similarly to Integrations, the bidder should address how they would manage data catalogues, metadata, and other relevant data management aspects when developing and maintaining reports.

***Change Management***

WHO endorses generally change management following the ADKAR standards to foster user adoption (see Appendix A3). Taking it to the next level, WHO expects from the vendors to be able to support the product, technical or business teams with change management expertise and resources able to foster digital transformation, not only by enabling the user adoption of new technologies, but also to embrace new ways of working. It is expected from the vendor to be able to support WHO through the entire life cycle of a solution, either through the release of new feature or the implementation of enhancements.

Firstly, the service providers should be able to offer user adoption plans to equip efficiently employees with the necessary skills and knowledge for the new systems and processes, and measure the effectiveness of the actions implemented. Such plans should endorse modern practices using online learning program rather than classroom oriented trainings for instance.

Secondly, activities for the service provider could also include developing a change management strategy that aligns with business goals and transformation objectives, identifying and engaging key stakeholders to drive transformation and address resistance on all three level of the organization, including leadership alignment.

Bearing in mind the two dimensions above, the service providers are invited to explicitly state their capacity in handling complex change management activities and demonstrate their experience in managing transitions to SaaS platforms through strategic planning and communication while driving user adoption.

***Compliance***

The vendor must ensure adherence to relevant external or internal regulation to WHO (e.g. data protection, SOC, segregation of duty, cybersecurity, etc.) by implementing compliance policies and procedures. They should establish robust data protection measures, regularly audit data handling processes, and conduct risk assessments to identify and mitigate compliance risks. Governance frameworks and change control processes are essential to oversee compliance activities, while ongoing training programs and communication plans ensure staff awareness of compliance requirements. Continuous monitoring and reporting of compliance status, along with generating regular audit reports, are necessary to maintain operational integrity.

Deliverables include comprehensive documentation of compliance policies, risk assessment reports, training materials, audit reports, governance framework documentation, and compliance monitoring tools. The vendor would need to engage with key stakeholders such as auditors, business owners and external regulation bodies to maintain a compliant ecosystem and support continuous improvements.

In this proposal, the bidders are expected to describe their capacity to enable a compliant ecosystem and support WHO stakeholders in continuously improving in this space. Supporting documentation should include key processes, tools and skills the vendor would leverage to achieve compliancy in an evolving environment. WHO is seeking for information where such an expertise could leverage a CoE or be executed by shared resources from a competence center to gain in efficiency while following good practices. The bidder should also consider to which extend compliance can be coupled with quality assurance.

***Governance***

WHO is interested in understanding how the support vendors can support the design and implementation of relevant governance mechanisms supporting release management, data governance and compliance.

In his offer, the bidder is expected to detail what best practices they would recommend to follow, for allowing an agile approach of release management to accelerate time to market while managing risk and optimizing business value. It should also clarify which types of release require different level of clearance. It is also requested the bidders highlight what governing body and key roles they could support implementing or would require from WHO for turning data into organizational assets allowing informed decision making to improve the business and the technical solutions.

The same should be proposed when considering compliance as mentioned above.

Last but not least, the bidder should propose on how the support managed services and projects shall be governed jointly between the vendor and WHO to make the partnership working and the solution to deliver value.

#### Delivery Model

In order to balance responsiveness and efficiency, WHO would need to understand the capabilities of the vendor in balancing onsite, near of offshore capabilities. This geographical scope needs to be put into perspective where the vendor expects to dedicate resources or leverage shared resources from delivery centers, centers of excellence, or competence centers, depending on the different support services. For instance it is important for WHO to understand the possibilities to address specific services (e.g. technical support, QA, change management, etc.).

In his proposal, the vendor should also highlight how the vendor could help WHO achieving economies of scale or scope, or operate synergies across platforms or support services.

When considering the functional and technical L2/L3 support services, the bidders are requested to highlight to which extend they can scale up and down the support or enhancements activities based on the seasonality or evolving needs of WHO.

In order to remain efficient, WHO is seeking information from the bidder whether those core support activities can be handled following a Core-Flex delivery model. The proposal would include diagrams or thorough descriptions of how the vendor can implement it.

### Place of Performance

WHO envisions its ERP team and key stakeholders to be scattered across different locations in the world and the team to be working mainly virtually. Users are also spread across all time zones with the exception of Americas.

Therefore the bidders are requested to describe their capacity to provide technical support using a follow-the-sun fashion. Besides, bidders are requested to provide their footprint with regards to other AMS related activities, including existing delivery centres, CoEs or competence centres.

The execution of the work of this bid is not limited to a specific geographic location. However:

* When possible, WHO preference is that work be performed remotely/virtually - thus reducing Travel related project expenses.
* The successful bidder(s) is expected to have regular contact with the key WHO resources in WHO regional offices and Head Quarters locations including in Malaysia and Switzerland time zones in accordance with our office hours and holiday schedules.
* On-site interaction and meeting participation is expected for key vendor personnel where face to face engagement is jointly considered necessary or very advantageous.
* The Contractor is expected to make all arrangements for their resources (visas, travel, meals and lodging, etc.).

### Timelines

The timeline of the tendering and engagement of the first managed service contract is estimated as follows.

|  |  |  |  |
| --- | --- | --- | --- |
| **Phase** | **Duration (weeks)** | **Start Date** | **End Date** |
| Tendering and contracting | 24 | 14-Jan-25 | 13-Jun-25 |
| Onboarding | 2 | 13-Jun-25 | 1-Jul-25 |
| Estimated BMS Go Live | 0 | 01-Jul-25 | 01-Jul-25 |
| Hypercare/Transition | 6 | 1-Jul-25 | 12-Aug-25 |
| Stabilization | 16 | 12-Aug-25 | 2-Dec-25 |
| Steady state | 115 | 2-Dec-25 | 30-Jun-27 |

The table above provides an estimation of the tendering process and the engagement timeline for the first contract awarded with regards to the BMS Support Managed Services. Nevertheless the contract duration would be set for a period of two years (see the dedicated attached ToR in appendix B). Other engagements would follow for other contracts with an accelerated bidding and onboarding process (see dynamic sourcing in section 4). The duration of the long term agreement is expected to be as formerly mentioned for a duration of 4 years and extendable for 2 years from the contracting date.

### Reporting requirements

The selected contractors is expected to dedicate the following managing resources to the partnership:

* For the overall contract and relationship management: a Senior Key Account Manager (Min. 10 years of experience)
* For a set of Support Managed Services: a Senior SeService Delivery Manager (Min. 10 years of experience)
* For Projects: one or more Senior Project Managers (Min. 10 years of experience)

In their proposal, the bidders are expected to propose a governance and reporting framework allowing WHO and the service provider to be aligned and jointly manage priorities to ensure a high quality service delivery that remains cost efficient. This alignment should take place on all three levels : operations, tactical and strategic.

As part of the reporting framework, the vendors are expected to produce their dashboards to be shared with WHO on KPI enabling operational excellence in any of the support services. It is envisioned that vendors would use WHO’s instance of ServiceNow as much as possible for tracking the support activities and develop their KPI dashboard accordingly, following WHO standards. The bidders should describe the reports they intend to share on a continuously basis, leveraging automation, or on a periodical basis, and attach examples to their offer.

### Finance and accounting requirements

During the long term agreement, WHO expects the vendors to provide services using either one or the other of the three engagement options:

* Managed services with a price cap, based on the performance of the service delivery.
* Project delivered fixed price, based on the achievements of milestones and deliverables.
* Resources Augmentation on a Time & Material basis.

The bidders shall provide evidence of their capacity to deliver AMS using either one or the other engagement models. Additionally, the vendor shall describe the mechanisms (including threshold) where a workload would need to be delivered as a project rather than as part of existing managed services (e.g. core support for a given set of platform). For instance, the vendors are invited to propose thresholds for minor vs. major changes for instance (e.g. amount of effort required, or joined decision making process) for distinguishing enhancements that would be delivered as part of the core support managed services or as a project.

The payment schedules will be proposed in each ToR and established in the dedicated contracts. They will be different depending on the type of engagement:

* For Managed Services, monthly payments based on the performance of the vendor to deliver the services based on agreed SLAs.
* For Projects, payments will be established based on agreed milestones and deliverables.
* For resources augmentation, monthly payments.

For the purpose of becoming a preferred partner, independently of being awarded the contract for the AMS of BMS, bidders are expected to duly fill in the template rate card provided in Annex 5 and attach it to their financial envelop. It is important for bidders to understand WHO will perform a two steps evaluation process and that any rate card attached to the technical envelop could result in the bidder being eliminated from the tendering process.

### Performance monitoring

In order to jointly manage the performance of the managed core support services, WHO envision the key performance indicators (KPIs) and Service Level Agreements (SLAs) detailed in **Appendix A4.** Bidders are expected to confirm their ability to commit to such KPIs and their associated targets. Besides, the bidders are welcome to suggest other KPIs that could be used to monitor the performance of their service delivery according the Industry best practices. They should support their suggestions with rationale and/or success stories. Finally vendors are requested to propose achievable target for QA that follow industry good practices.

During the life cycle of the partnership, WHO envisions to review the targets, or potentially add additional or substitute KPIs as needed, in agreement with the partners, every six months, so that our targets remain aligned with evolving business objectives. The bidders are expected to confirm they support this approach.

### Further Capacities

Bidders are invited to describe succinctly how they could furthermore support WHO as partners, in the following areas:

* Cybersecurity: WHO is interested in understanding how the vendor, as part of AMS, would support WHO in following a DevSecOps model towards a left shift approach that would ensure the solutions in place to be secured.
* AI capabilities: WHO is interested in understanding how the vendors can leverage AI in any of the support services to improve the delivery. Bidders are also invited to share their AI roadmap if available.
* Investment in AMS: WHO is interested in understanding the propension of the vendor to invest in AMS, by describing how it is part of their business development strategy, and more importantly how they would invest in deploying AMS for a new platform.

Finally, vendors are invited to provide short and concise description of their capacity to provide Service Integration and Management services that could be subject to a separate tendering process.

WHO is highly committed to the achievement of the health-related Sustainable Development Goals (SDGs) targets, and as such, expects significant commitment to sustainability from its Contractors, including the following aspects that have been identified in the UN Sustainable Procurement Framework:

* Environmental: prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity.
* Social: human rights and labour issues, gender equality, sustainable consumption, and social health and wellbeing.
* Economic: whole life cycle costing, local communities and small or medium enterprises, and supply chain sustainability.

Please complete and submit **Appendix C2** for this purpose.

# Instructions To Bidders

**The only means by which bidders can submit proposals in response to this RFP is through the United Nations Global Marketplace (UNGM) portal, available at** <https://www.ungm.org/>.

All bidders must therefore be registered with the UNGM at basic level to submit their proposal.

Detailed information on the registration and submission of your proposal through the UNGM portal is available in Annex 7 to this RFP.

Bidders must also follow the instructions set forth below when submitting their proposal.

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

## 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.

## Pre-proposal bidders conference

Please be informed that there will be a non-mandatory bidders conference to be held remotely via Zoom **on 27/01/2025 from 10:00 to 12:00 hours Geneva (CH) time.**

The purpose of a bidders’ conference is to enhance the understanding of the requirement among the participating bidders in a solicitation. Bidders are requested to send questions and comments about the solicitation in writing prior to the bidders’ conference so they can be addressed in an orderly fashion by sending the questions using the Correspondence tab of bidders UNGM accounts.

Here are the details of the RFP:

<https://who.zoom.us/j/99498645765>

Meeting ID: 994 9864 5765

Passcode: \*K!@cd8c

Recording of the conference will be published on UNGM.

## Intention to Bid

**No later than 31/01/2025, 23:59 hours, Geneva (CH) time**, the bidder shall submit the following forms, duly completed and signed under the “Correspondence” tab of UNGM:

1. **Acknowledgment Form (Annex 1);**
2. **Confidentiality Undertaking Form (Annex 2).**

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

**The WHO reserves the right to reject proposals from bidders who have not submitted the Acknowledgement Form and the Confidentiality Undertaking in accordance with this section.**

## 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.

## Contents of the Proposal

**Proposals must offer the total requirements. Proposals offering only part of the requirements may be rejected.**

The bidder is expected to follow the proposal structure described in paragraphs 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.

## 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.

## Communications during the RFP Period

**Any request for clarification on technical, contractual or commercial matters is to be submitted EXCLUSIVELY via UNGM no later than** **14/02/2025, 23:59 hours, Geneva (CH) time.**

Questions are to be submitted via UNGM “Correspondence” tab, mandatorily using the excel template provided as part of the RFP Documents.

TheWHOIMTwill respond in writing via the “Correspondence” tab of UNGM 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.

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 as per the process described above, and/or through a possible presentation or meeting called for by WHO, in accordance with the terms of this RFP.

## Submission of Proposals

All proposals for this RFP must be submitted **solely through the UNGM**.

The technical and financial parts of the proposal must be submitted in two separate and sealed submissions (“envelopes”) in UNGM, as further described in section 4.8.

Upon submission through UNGM, proposals become automatically sealed, and accessible to WHO once the deadline for submission of proposals has passed.

The proposal shall include the complete technical and financial proposals and requested supporting documents (marked clearly **Bid Ref** RFP\_2024\_053\_BOS\_IT Platforms\_Support LTA  **):**

* All information and documentation related to the technical proposal (including the attached Annexes 2, 3 and 6 and the “Information about Bidders” as listed in Annex 4) shall be uploaded in UNGM, “Tender Documents” tab, under “Technical Envelope” ONLY.
* All information and documentation related to the financial proposal (including the attached Annex 5: Acceptance Form) shall be uploaded in UNGM, “Tender Documents” tab, under “Financial Envelope” ONLY.

Receipt will be confirmed by a “Return Receipt” visible in the “History” tab of UNGM.

## Formatting and Naming of Proposals

The technical and the financial proposal shall be titled as follows:

**Technical Proposal\_Bidder’sName\_** RFP\_2024\_053\_BOS\_IT Platforms\_Support LTA

*and*

**Financial Proposal\_Bidder’sName\_** RFP\_2024\_053\_BOS\_IT Platforms\_Support LTA

Bidders shall upload their proposals via **UNGM**, through the **“RFP documents”** tab.

The technical proposal and related attachments should be attached in the “Technical envelope” placeholder.

The financial proposal and related attachments should be attached in the “Financial envelope” placeholder.  

**Misplacement of documents, i.e. financial documents in Technical envelope and technical documents in Financial envelope may lead to the rejection of the proposal.**

## Exclusion of Submission of Proposals by E-mail or in Hard Copy

Only those proposals submitted via UNGM will be accepted by WHO. Under no circumstances shall proposals be submitted to WHO by any other means, including, without limitation, by E-mail or in hard copy.

## Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of **180** 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.

## Closing Date for Submission of Proposals

~~Proposals must be submitted EXCLUSIVELY via UNGM and not later than 24/02/2025, 12:00 hours (noon), Geneva (CH) time.~~

~~Proposals must be submitted EXCLUSIVELY via UNGM and not later than 10/03/2025, at 12:00 hours (noon), Geneva (CH) time.~~

**Proposals must be submitted EXCLUSIVELY via UNGM and not later than 24/03/2025, at 12:00 hours (noon), Geneva (CH) time.**

**No late submissions of proposals will be possible or accepted. 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, including complying with any technical requirements of the UNGM system.**

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

## Modification and Withdrawal of Proposals

The bidder may withdraw its proposal any time after the proposal’s submission and before the opening of the bids, provided a written and signed notice of the withdrawal, uploaded under the “Correspondence” tab of UNGM, is received by WHO prior to the closing date for the submission of proposals (4.11).

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 4.14).

No proposal may be withdrawn in the interval between the closing date for submission of proposals and the expiration of the proposal validity period.

## 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.

## Amendment of the RFP

WHO may, at any time before the closing date for submission of proposals, 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 (4.11).

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

## 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 4.15.2 to 4.15.6 below. Bidders shall refer to annex 4 for the outline to use for structuring their proposal.

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

### Acceptance Form

The bidder's proposal must be accompanied by an Acceptance Form (Annex 5) 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[[1]](#footnote-2) used (preferably US Dollars);
* The number of days the proposal is valid (from the date of the form) in accordance with section 4.10.

### Executive Summary

The bidder's proposal must be accompanied by an Executive Summary (of 4 pages maximum) introducing the proposed solution and approach / methodology.

### Company information

The proposal should include all mentioned information listed in annex 4 with section 1.1 and 1.2.

### Mandatory Experience

Bidders are requested to provide evidence that their profile and experience fulfil the mandatory requirements listed in section 3.2.1 and 3.2.2 and 3.2.3

As mandatory input to their proposals, bidders are expected to return the following documents in their technical envelop that will be used for preliminary screening process to the full evaluation (see section 5):

* *A* ***self-assessment of the existing support capacity,*** using the template A in **Appendix A5**, providing an overview of the support service categories that the vendor can deliver for each of the platforms.
* ***Four references of successful experiences,*** using the templates B/C/D/E in **Appendix A5**, providing insights on former achievements the bidder has accomplished in a similar context of WHO.
* A **one-pager per platform in scope,** using any format (preferably one slide), providing a factual overview of their technical expertise. The scope of platforms is listed in the two tables of the template A in **Appendix A5**. These one-pagers should include at minimum and where applicable, the approximate counts of certified staff, of clients with some examples (i.e. names), of current engagements (i.e. contracts), the number of years supporting this platform. Vendors can add additional information they consider of value for WHO to consider, such as key partnerships with the Cloud provider, counts of Delivery Centers, Centers of Excellence, Competence Centers or Practices, Awards, etc.
* A **one-pager on their global footprint**, using any format (preferably one slide), providing an overview of the location of their service delivery centers at minimum.

Vendors are also invited to share information on their future plans, if any, for filling any capacity gap in the coming months and years.

### Technical Capacity

This section shall cover the requirements mentioned in section 3.3.1.of this document.

Proposals are expected to be succinct and structured in a consistent manner. Bidders are invited to be concise in their proposal and enable WHO to delve into more details using appendices. Evidence should be factually based, and success stories should be brief, result driven and commensurate with WHO context.

With regards to the bidders’ capacity to support the different platforms, WHO expects to get an overview of the organizational assets with related delivery centres, operations centres, competence centres, centres of excellence and their locations where applicable. One pager per platform as an appendix is preferred.

Considering the support services (see section 3.3.1.1), the proposals should include 2 references of projects or managed services, in addition to those provided in the templates B,C,D and E. Bidders can use the format of their choice, provided the references are presented in a repetitive and compendious pattern. All following three areas must be supported by such two additional references:

* the functional and technical support on L2 and L3 for any of the corporate platforms.
* the quality assurance supporting such AMS services
* the release management of new features or enhancements for either of the WHO corporate platforms
* the integration of a large ecosystem, using MuleSoft.

The other support services (see section 3.3.1.1.2 and knowledge management) should be supported by evidence of organizational assets comprising standard operating procedures, tools, and resource capacities. These descriptions should be supported by diagrams and schematics, certification programs and headcounts as much as possible. Success stories would also be an asset to bidder’s proposals. Governance requirements can be addressed in the next section (see below).

Specifically with regards to the functional and technical support (see the first sub-section of 3.3.1.1.1), bidders are expected to describe their proposed support model to cover both functional (not business) and technical support across L2 and L3, while liaising with L1 and L4. It should also describe the capacity of the bidders to integrate with WHO environment when considering ServiceNow. Examples of dashboards should be included as supporting documents including explanations of the capacity to automate monitoring, including using AI if applicable.

### Approach/Methodology & Partnership

The proposal should describe your approach and recommended methodology for AMS including, but not limited to:

* Governance of the managed services to achieve continuous improvement.
* Governance/Methodology for release management.
* Methodology and existing practices and capacity to Quality Assurance and Compliance.
* Methodology for conducting change management and digital transformation.
* Information on good governance practices for data management.
* How the vendors can accommodate the different ways to sourcing and allocating resources.
* Transition process of a project and of managed services to a new vendor to enable business continuity.

The proposal should also provide evidence of your capacity to deliver fixed price project. To this regard, you should describe your approach to project management and how agile these can be in the context of enhancing the systems implemented to create new business capabilities or reduce cost.

Please describe your approach with regards to developing a long term partnership with WHO. The proposal should:

* Define your level of endorsement of the partnership guiding principles.
* State your level of agreement with the proposed SLAs/KPIs, and to pursuit the realization of business outcomes. Please fill in and return template A4.5 from **Appendix 4** into your technical proposal.
* Describe how you would envision to adapt the related SLAs to WHO evolving needs over time.
* Highlight how you can support WHO in its journey of business and digital transformation.
* Provide insights into your strategy to develop AMS into your service portfolio and your will to invest for building capacity into the scope of platforms and support services.
* Explicit any assumptions you have made and what you would expect from WHO through the lifecycle of our partnership.

WHO expects the bidders to dedicate a specific section describing their human capital and organizational capabilities to address section 3.2.4.

Finally, the proposals should briefly mention the bidders’ additional capacities referred to in section 3.3.7

### Proposed Solution for BMS Support

In addition to their AMS experience, their technical capacity, and the methodology they envision benefiting their partnership with WHO, the vendor are expected to further detail how these would apply to the BMS Support specifically to gain a competitive advantage in fulfilling WHO’s expectations. This section provides some key points that bidders should include in their proposal on this matter.

#### Functional and Technical support

The bidders are expected to provide comprehensive explanations on how they envision the Service delivery of the AMS for BMS:

* How would the vendors articulate L2 and L3 as well as functional and technical support for each platform, and elaborate where some platforms can be supported by the same team(s) or the support services can be delivered across the different platforms.
* Distinguish the key roles and positions that would require dedicated resources and on the other hand those that can be shared.
* Describe the footprint that would be used for delivering the support services.
* Describe the mechanisms for scaling the core team, the Core / Flex capabilities and a focus shifting mechanisms that can be used for adapting to evolving needs and priorities.
* Describe the support boundaries with L1 and L4.
* Provides detailed insights on what the vendor would consider out of his scope of support.
* Define the expected roles of the vendor and WHO, or other vendors providing AMS for other platforms integrated with those supported by the incumbent.

#### Knowledge Management

Describe the processes that will be used for create, maintain and improve the knowledge base articles for L1, L2 L3 support. The bidders are invited to provide examples of templates used for troubleshooting guides. They should also confirm their ability to adopt Service Now, Bizz Design. GitHub, and other tools referred to in platforms requirements attached to the BMS Support ToR (section 3.2 of the dedicated ToR – **Appendix B** series).

WHO will assume the Knowledge Management frameworks, provided earlier as generic frameworks (cf.4.15.5), would apply to the BMS support. However vendors are invited to provide more insights they would find relevant to the BMS support specifically. WHO is specifically interested in understanding how all technical documentation can be mapped and/or modelized and the distribution of efforts for updates following a change on BMS would take place.

Additionally, the vendors are expected to state their ability to update DAP such as Lemon Learning and publish user guidelines on WHO SharePoint Online sites as self-help tools for users to adopt the solution. Bidders are requested to elaborate on their ability to produce tutorials in various formats (text, short videos, etc.). WHO does not envision classroom trainings.

#### Reporting

The bidders need to elaborate regarding their reporting delivery when considering the BMS support on the following:

* Their commitment to produce and maintain all reports needed to report upon their performance with regards to the AMS and reflecting the agreed SLAs using ServiceNow reporting capabilities. They would need to elaborate on other sources they envision where ServiceNow is not applicable.
* Develop and maintain reports used by the business to get insights on their business patterns and performance, using the native reporting features of the respective platforms.
* Bidders should also elaborate where they can achieve to operate synergies and economies of scale with reporting across the different services and platforms, or not.

#### Quality Assurance

When considering the BMS support, WHO is particularly interested in getting insights on the following points to supplement the generic capabilities of the vendors for any of the WHO corporate platforms:

* Their approach to scale automated testing across all platforms, business processes and integrations in scope.
* The tools and processes to be used and key roles associated to the QA activities, and how they would structure the teams as shared services such as a competence centre, or integrated to the respective platform support teams.
* The expectations from WHO in taking part into the QA activities.
* The proposed approach in the event the QA practices would require to be extended to other platforms managed by other vendors.

#### Release management

When considering the BMS support, WHO is particularly interested in getting insights on the following points to supplement the generic capabilities of the vendors for any of the WHO corporate platforms:

* Key roles and positions into the release management pipelines
* Roles and Responsibility of the vendors & WHO
* What processes can be used to integrate the life cycle of the different platforms to have a comprehensive approach when considering the entire ecosystem.
* Elaborate on how the vendor can support with impact analysis and risk management related to the releases of new features or enhancements configured or developed for the business.
* The mechanisms that would apply to adapt the proportion of efforts and time spent on new releases and enhancement compared to the issue resolutions.
* Elaborate whether the generic framework would need to be tuned per platform and the rationale behind such distinctions.
* Describe how the DevOps principles such as CI/DC apply for relevant platforms.

#### Assumptions and scope of support

Regarding all core support services for the BMS Support, the bidders are expected to provide detailed information on:

* What they consider being out of their scope of work.
* Their expectations or assumptions on WHO efforts and responsibilities.
* Any other assumption used to make their proposal.

### Proposed Time line

WHO considers time-to-market as a key differentiator and values dynamic sourcing from his preferred partners.

In their offer, the bidders are expected to provide their recommendations for the duration of each of the phases proposed in the section 3.3.3 from contract signature to the beginning of the steady state (i.e. onboarding, transition, stabilization), and/or others they would find relevant, to provide managed services for any of the platforms.

When considering the above, the bidders are also expected to describe how this framework would apply to the BMS support specifically, as mentioned in the dedicated ToR.

Additionally, WHO expects the bidder to describe the process you would propose to adopt for achieving dynamic sourcing, including key stakeholders involved and estimated timelines for new managed services. The same is expected to give an indication of the time needed to begin the work for a fixed priced project, from the time the bidder receives the ToR to the project kick-off.

### Financial Proposal

The financial proposal should include the duly filled Annex 5 consisting of a rate card for daily rates with different seniority levels per profiles and location types (i.e. onsite in Geneva, CH. or near/offshore).

In addition, it should provide separately the cap priced financial proposal covering the two years of BMS Support as per the dedicated and attached ToR (**Appendix B**).

This capped price should include a breakdown per support services (**Appendix A2**) that is coherent to the support structure proposed by the vendor in his technical offer during the steady state. It should also include the breakdown of the cost until the steady phase and any additional cost for transition to another vendor at the end of the contract, if applicable.

Ideally, the vendors would extend this break down across the two dimensions of services and platforms. Assumptions of the vendors must be included in the financial proposal.

## 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:

<https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>

In addition, bidders **shall submit, as part of their proposal submission (under the “Technical” Envelope) 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; or

- 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.

# Opening And Evaluation Of Proposals

## Opening of Proposals

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

In a second and later stage, only the financial proposals of those bids which have achieved the minimum technical threshold according to the evaluation process of section 5.4 will be opened and evaluated.

There will be no public bid opening.

## 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.

## 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. **Technical proposals found to contain financial bid or pricing information will be rejected**. 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.

## Screening of Proposals

Before a beginning the full evaluation of the proposals, WHO will screen bids to identify which bids fulfil the minimum requirements listed in **Appendix A5** (screening Must-Have tab), also summarized below:

1. Previous work with WHO or other international organizations and/or major institutions in the field of Application Management Services.
2. Global foot print to deliver follow-the-sun support services.
3. Experience with delivering technical and functional support on level 2 and 3 for an ERP solution as a lead contractor in the past 3 years for a solution that is commensurate to WHO’s context, in a multi-vendor environment.
4. Capacity in service delivery for key platforms of the WHO next generation ERP (see screening Must-have in template A5).
5. Proven experience with Quality Assurance across multiple platforms.
6. Proven experience with release management on SaaS or PaaS platforms.
7. Proven experience in integrating multiple platforms using MuleSoft.
8. Proven experience in delivering fixed price support services and fixed price projects.

To support this screening process, the bidders must return and attach the following Appending A5 dully filled in, using all templates A, B, C, D, and E.

## Evaluation of Proposals

Following the preliminary examination and screening of proposals as per section 5.3 and 5.4, a two-stage procedure will be implemented, with the evaluation of the technical proposal being completed prior to the evaluation of the financial proposal.

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 |

### Technical Evaluation

The technical evaluation of the proposals will be split into two parts, first with regards to the requirements explicated in the RFP document to become a preferred Partner; second with regards to how the requirements of the BMS Support specifically, including the requirements explicated in the dedicated ToR. Hence the technical evaluation follow a sequential approach accordingly. Bidders who are not passing the evaluation to become a preferred partner will not be considered for the second evaluation aiming to identify a suitable vendor for the BMS Support.

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 formula for the rating of the proposals will be as follows:

**Rating the Technical Proposal (TP):**

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

**Rating the Financial Proposal (FP)**:

FP Rating = (Lowest Priced or Cost Offer / Price or Cost of the Offer Being Evaluated) x 100

**Total Combined Score:**

(TP Rating) x (Weight of TP, e.g., 70%) + (FP Rating) x (Weight of FP, e.g., 30%) = Total Combined and Final Rating of the Proposal

#### Technical evaluation for preferred partners.

WHO will be considering the criteria listed in the table below for this first technical evaluation. The number of points which can be obtained for each evaluation criterion is specified below 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.**

|  |  |
| --- | --- |
| **Summary of Technical Proposal Evaluation Forms - Preferred Partner** | **Max. Pts** |
| General bidder's profile for Application Management Services | 17 |
| Ability to support WHO Corporate Platforms | 21 |
| Ability to delivery core and extended support services | 24 |
| Endorsement for a long term partnership approach & value proposition | 35 |
| Degree of commitment to sustainability (see Appendix C2) | 3 |
| **Total** | **100** |

#### Technical evaluation for BMS Support.

WHO will be considering the criteria listed in the table below for this first technical evaluation. The number of points which can be obtained for each evaluation criterion is specified below 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**

|  |  |
| --- | --- |
| **Summary of Technical Proposal Evaluation Forms - BMS Support** | **Max. Pts** |
| Quality of the overall proposal | 5 |
| Addressing of WHO’s requirements and expectations | 15 |
| Appropriateness of the proposed approach | 40 |
| Timeline | 10 |
| Presentation performance | 30 |
| **Total** | **100** |

During this second evaluation phase, bidders will be invited to defend their respective proposals, and answers questions from the WHO evaluation panel. It is expected that the profiles listed in section 3.3.4, and preferably the people planned to be assigned to the contract, to attend the session. A use case maybe requested from WHO during the first screening process.

### Financial Evaluation

Financial proposals shall remain sealed until the completion of the technical evaluation. During the financial evaluation, only the price proposals of those bids which have achieved the minimum technical threshold according to the evaluation process described in section 5.4.1 will be opened and compared.

## 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’s office, 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.

# Award Of Contract

## Award Criteria, Award of Contract

WHO reserves the right to:

1. Award the contract to a bidder of its choice, even if its proposal 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 proposals 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.**

## 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.

## 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.

## 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.

## 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.

## 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.

# 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:

* the Contract shall include a detailed budget;
* the Contractor shall be held to submit a financial statement together with each invoice;
* 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;
* payment by WHO shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements;
* 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
* consistent with section 7.3 (Audit, and Investigations), 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.

## 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.

## 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.

## 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:

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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## Place of Performance

The place of performance of the work under the Contract shall be as indicated under 3.3.2.

## Language

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

## 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.

## 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.

## 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:

1. At will with the provision of thirty (30) days prior notice in writing; and
2. With immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided above, the Contractor is:
   1. 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
   2. Adjudicated bankrupt or formally seeks relief of its financial obligations.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain:

1. insurance against all risks in respect of its property and any equipment used for the execution of the Contract;
2. 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
3. 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:

1. Name WHO as additional insured;
2. Include a waiver of subrogation to the insurance carrier of the Contractor's rights against WHO;
3. 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.

## 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.

## 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.

## 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.

## Anti-Terrorism and UN Sanctions; Fraud and Corruption

The Contractor warrants for the entire duration of the Contract that:

1. 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;
2. 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;
3. 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
4. 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).

## 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, sexual exploitation and abuse, sexual harassment or any other type of abusive conduct.

## 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.

## 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:

1. the WHO Code of Ethics and Professional Conduct;
2. the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA)
3. the WHO Policy on Preventing and Addressing Abusive Conduct;
4. the WHO Code of Conduct for responsible Research;
5. the WHO Policy on Whistleblowing and Protection Against Retaliation;
6. the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, and
7. 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.

## 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, the Contractor warrants that it shall:

1. 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 any work under the Contract; and
2. 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.

## 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.

## 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:

1. occupational health and safety,
2. security and administrative requirements, including, but not limited to computer network security procedures,
3. sexual exploitation and abuse, sexual harassment or any other types of abusive conduct,
4. privacy,
5. general business conduct and disclosure,
6. conflicts of interestand
7. 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 from WHO, 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.

## 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, sexual harassment and other types of abusive conduct), 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:

1. 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
2. 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.

# Personnel

## 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.

## 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.

## 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, or citizenship.

## 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.

# List of annexes AND APPENDICES

|  |  |
| --- | --- |
| **Annex 1** | **Acknowledgment Form** |
| **Annex 2** | **Confidentiality Undertaking** |
| **Annex 3** | **Proposal Completeness Form** |
| **Annex 4** | **Information about Bidder** |
| **Annex 5** | **Acceptance Form** |
| **Annex 6** | **Bidder Self-Declaration Form** |

|  |  |
| --- | --- |
| **Appendix 1** | **UNGM Guide** |
| **Appendix A1** | **StandardCorpPlatSupportModel-HL** |
| **Appendix A2** | **SupportServices** |
| **Appendix A3** | **CMCoE Framework** |
| **Appendix A4** | **AMS Performance Metrics, incl. Template A4.5** |
| **Appendix A5** | **Templates A, B, C, D, E** |
| **Appendix B** | **ToR 01 BMS Support** |
| **Appendix B1** | **Reference Architecture BMS platforms** |
| **Appendix B2** | **Platforms Purpose** |
| **Appendix B3** | **BMS Platforms Environment** |
| **Appendix B4** | **Business Capabilities vs Applications** |
| **Appendix B5** | **Reference Architecture BMS Integrations** |
| **Appendix B6** | **BMS Integrated Plan** |
| **Appendix B7** | **Workday Support Requirements** |
| **Appendix B8** | **MuleSoft Support Requirements** |
| **Appendix B9** | **OneNetwork Support Requirements** |
| **Appendix B10** | **SAP Concur Support Requirements** |
| **Appendix B11** | **Cvent Support Requirements** |
| **Appendix C1** | **WHO Accessibility Questionnaire V.1.0** |
| **Appendix C2** | **Sustainability Questionnaire** |
| **Appendix C3** | **Cybersecurity RFP Recommendations** |

**Request for Proposals:** RFP\_2024\_053\_BOS\_IT Platforms\_Support LTA

**Annex 1: Acknowledgement Form**

***To be submitted as Intention to Bid (refer paragraph 4.2) together with Annex 2.***

|  |
| --- |
| **Please check the appropriate box (see below) and upload this acknowledgement form under the “Correspondence” tab in UNGM:** |
| **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** 24/02/2025 **at 12:00 hours** Geneva (CH) **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**:   |  |  | | --- | --- | | **Entity Name:** | ………………………………………………………………………………………………… | | **UNGM Registry number:** | ………………………………………………………………………………………………… | | **Mailing Address:** | …………………………………………………………………………………………………  …………………………………………………………………………………………………  ………………………………………………………………………………………………… | | **Name and Title of duly authorized representative:** | ………………………………………………………………………………………………… | | **Signature:** |  | | **Date:** | ………………………………………………………………………………………………… | |

**Request for Proposals:** RFP\_2024\_053\_BOS\_IT Platforms\_Support LTA

**Annex 2: Confidentiality Undertaking**

***To be submitted as Intention to Bid (refer paragraph 4.2) together with Annex 1 and uploaded in UNGM, “Tender Documents” tab, under “Technical Envelope” ONLY.***

1. The World Health Organization (WHO), acting through its Department of IMT, has access to certain information relating to this RFP which it considers to be proprietary to itself or to entities collaborating with it *(*“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 the Corporate Platforms support - Application Management Services 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:
4. was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
5. was in the public domain at the time of disclosure by or for WHO to the Undersigned;
6. becomes part of the public domain through no fault of the Undersigned; or
7. 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).
8. 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.
9. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
10. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
11. 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.
12. 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:** | ………………………………………………………………………………………………… |

**Request for Proposals:** RFP\_2024\_053\_BOS\_IT Platforms\_Support LTA

**Annex 3: Proposal Completeness Form**

***To be uploaded in UNGM, “Tender Documents” tab, under “Technical Envelope” ONLY.***

|  |  |  |
| --- | --- | --- |
| **Section** | **Requirement** | **Completed in full (Yes/No)** |
| **TO BE UPLOADED IN TECHNICAL ENVELOPE:** | | |
| Annex 2 | **Confidentiality undertaking form**  TO BE UPLOADED IN **TECHNICAL** ENVELOPE | Yes  No |
| Annex 3 | **Proposal completeness form**  TO BE UPLOADED IN **TECHNICAL** ENVELOPE | Yes  No |
| Annex 4 | **Information about Bidder**  TO BE UPLOADED IN **TECHNICAL** ENVELOPE | Yes  No |
| Annex 6 | **Self-Declaration Form**  TO BE UPLOADED IN **TECHNICAL** ENVELOPE | Yes  No |
| 4.16.1 to 4.16.5 | **Technical Proposal**, including (refer to Annex 4):  - Executive Summary,  - Company information  - AMS experience & proven capabilities  - Partnership  - Capacity Building  - BMS Support  - Proposed sub-contractor arrangements  - One-pager per platform  TO BE UPLOADED IN **TECHNICAL** ENVELOPE | Yes  No |
| Appendix A4 | **AMS Performance Metrics: Template 4.5 SLAs Commitment** | Yes  No |
| Appendix A5 | **Templates: tabs templates A, B, C, D, E** | Yes  No |
| Appendix C1 | **WHO Accessibility Questionnaire** | Yes  No |
| Appendix C2 | **WHO Sustainability Questionnaire** | Yes  No |
| Appendix C3 | **Cybersecurity RFP Recommendations** | Yes  No |
| **TO BE UPLOADED IN FINANCIAL ENVELOPE:** | | |
| 4.16.6 | **Financial Proposal**  TO BE UPLOADED IN  **FINANCIAL** ENVELOPE | Yes  No |
| Annex 5 | **Acceptance form** **and Annex 5 - Rate Card for Financial Envelop**  TO BE UPLOADED IN **FINANCIAL** ENVELOPE | Yes  No |

**Misplacement of documents, i.e. financial documents in Technical envelope   
and technical documents in Financial envelope may lead to the rejection of the proposal   
as indicated under Chapter 4.**

***Note: Large files may take some time to upload,   
and files size must be kept under 5MB. “Zip” files can be used.***

**The enclosed proposal is valid for \_\_\_\_\_180\_\_\_\_\_\_ days\* from the date of this form.**

**\*** minimum period of 180 calendar days after the closing date for submission of proposals.

Agreed and accepted,

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

**Request for Proposals:** RFP\_2024\_053\_BOS\_IT Platforms\_Support LTA

**Annex 4: Information about Bidder**

***To be uploaded in UNGM, “Tender Documents” tab, under “Technical Envelope” ONLY.***

|  |  |  |  |
| --- | --- | --- | --- |
| **RFP Ref.** If applicable | **ToR Ref.** If applicable | **Bid Ref.** | **Information required** |
|  |  | 1 | **Company Information** |
|  |  | 1.1 | **Corporate information** |
| 3.2.1 |  | 1.1.1 | Company mission statement *(including profit or not for profit status)* |
| 3.2.1 |  | 1.1.2 | AMS strategy and vision |
| 3.2.2 |  | 1.1.3 | Accreditations |
|  |  | 1.1.4 | Organization structure |
| 3.3.2 | 2.3 | 1.1.5 | Geographical presence |
|  |  | 1.1.6 | Declared financial statements for the past (3) three years1 |
|  |  | 1.2 | **Legal Information** |
|  |  | 1.2.1 | History of Bankruptcy |
|  |  | 1.2.2 | Pending major lawsuits and litigations in excess of USD 100,000 at risk |
|  |  | 1.2.3 | Pending Criminal/Civil lawsuits |
|  |  | 2 | **AMS Experience & Proven Capabilities** |
| 3.2.3 / 4.16.4 |  | 2.1 | Mandatory Experience |
| 2.1.1 / 3.2.2 / 4.16.5 |  | 2.2 | Capacity overview per technology/platform & organizational assets |
| 3.3.1.1 |  | 2.3 | Technical and Functional support L2/L3 |
| 3.3.1.1 |  | 2.4 | Release Management |
| 3.3.1.1 |  | 2.5 | Quality Assurance |
| 3.3.1.2 |  | 2.6 | Other support services |
|  |  | 3 | **Partnership** |
| 4.16.6 |  | 3.1 | **Proposed Governance & Organizational Assets for AMS** |
| 3.3.1 / 3.3.4 |  | 3.1.1 | Governance frameworks (Managed Services, release mgt, data governance) |
| 3.3.1.1.1 / 3.3.1.1.2 |  | 3.1.2 | Methodology on quality assurance and compliance |
| 3.3.1.1.2 |  | 3.1.3 | Methodology for change management and digital transformation |
| 4.16.8 |  | 3.1.4 | Transition process for handing over managed services and projects |
|  |  | 3.2 | **Life cycle** |
| 3.3.3 / 4.16.8 |  | 3.2.1 | Generic framework towards the steady state  (process, timeline, milestones, roles and responsabilities) |
| 4.16.6 |  | 3.2.2 | Project methodology and fixed price capacity |
| 3.3.4 / 4.16.6 |  | 3.2.2 | Performance Management of managed services  (reporting and governance framework and proposed and dynamic SLAs) |
| 3.3.3 / 4.16.8 |  | 3.2.3 | Dynamic sourcing |
| 4.16.6/8 |  | 3.2.4 | Transition process |
|  |  | 3.3 | **Capacity Building (staffing, investment, outsourcing)** |
| 3.2.4 |  | 3.3.1 | Staffing |
| 3.2.4 / 3.3.7 |  | 3.3.2 | Investment roadmap and outsourcing |
| 3.3.7 |  | 3.3.3 | Additional Capacity |
|  |  | 4 | **BMS Support** |
| 4.16.7.1 | 3.1 | 4.1 | **Functional and technical support & maintenance** |
|  | 3.6 | 4.1.1 | Team structure and key personnel |
|  | 3.6 | 4.1.2 | Foot print, service delivery model, scaling and flexibility model |
|  |  | 4.1.3 | Support boundaries |
|  |  | 4.1.4 | Roles and responsabilities |
|  |  | 4.1.5 | Assumptions |
| 4.16.7.2 | 3.1 | 4.2 | **Knowledge Management** |
|  |  | 4.2.1 | Adoption of WHO framework and tools |
|  |  | 4.2.2 | Technical knowledge management |
|  |  | 4.2.3 | User self-service documentation |
|  |  | 4.2.4 | Roles and responsibilities |
|  |  | 4.2.5 | Assumptions |
| 4.16.7.5 | 3.1 | 4.3 | **Release Management** |
|  |  | 4.3.1 | Adoption of WHO framework and tools |
|  |  | 4.3.2 | Key roles and SOPs |
|  |  | 4.3.3 | Opportunity, risk and impact analysis |
|  |  | 4.3.4 | Roles and responsabilities |
|  |  | 4.3.5 | Assumptions |
| 4.16.7.4 | 3.1 | 4.4 | **Quality Assurance** |
|  |  | 4.4.1 | Team structure and key personnel |
|  |  | 4.4.2 | Approach to scale and extend automation and QA |
|  |  | 4.4.3 | Adoption of WHO framework and tools, Roles and responsabilities |
|  |  | 4.4.4 | Assumptions |
|  | 3.1 | 4.5 | **Integration** |
|  |  | 4.5.1 | Team structure and key personnel |
|  |  | 4.5.2 | Adoption of WHO framework and tools (support and maintenance SOPs) |
|  |  | 4.5.3 | Approach to scale and extend integrations using Mulesoft (development SOPs) |
|  |  | 4.5.4 | Roles and responsabilities |
|  |  | 4.5.5 | Assumptions |
| 4.16.7.3 |  | 4.6 | **Data & Reporting** |
|  |  | 4.6.1 | Operational reporting & Vendor performance reporting |
|  |  | 4.6.2 | Native reports |
|  |  | 4.6.3 | Data management key roles and responsabilities |
| 4.16.7.6 |  | 4.6.4 | Assumptions |
| 4.16.8 | 4 | 4.7 | **BMS timeline** |
|  |  | 4.7.1 | BMS Support timelins towards the stead state |
|  |  | 4.7.2 | Alternative scenarios |
| 8.4 |  | 5 | **Proposed sub-contractor arrangements  including sub-contractor information** *(as above for each sub-contractor)* |

1 For companies in existence less than two years, please provide the available audited financial statements.

**Request for Proposals:** RFP\_2024\_053\_BOS\_IT Platforms\_Support LTA

**Annex 5: Acceptance Form**

***To be uploaded in UNGM, “Tender Documents” tab, under “Financial Envelope” ONLY.***

**The Undersigned, ……………………….., confirms to have read, understood and accepted the terms of the Request for Proposals (RFP) No**. RFP\_2024\_053\_BOS\_IT Platforms\_Support LTA **, 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 Corporate Platforms support - Application Management Services in accordance with the terms of this RFP** **and any corresponding contract between WHO and the Undersigned, for the amount(s) in attached Excel Annex 5 - Rate Card for Financial Envelop.**

**The itemized amounts for each of the deliverables must be completed in the attached Excel Annex 5 - Rate Card for Financial Envelop, and must be uploaded as part of the Financial proposal.**

**The enclosed proposal is valid for \_\_180\_\_\_ days from the date of this form.**

**\*** minimum period of 180 calendar days after the closing date for submission of proposal.

Agreed and accepted, on **\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| **Entity Name:** | ………………………………………………………………………………………………… |
| **Mailing Address:** | …………………………………………………………………………………………………  …………………………………………………………………………………………………  ………………………………………………………………………………………………… |
| **Name and Title of duly authorized representative:** | ………………………………………………………………………………………………… |
| **Signature:** |  |

**Request for Proposals:** RFP\_2024\_053\_BOS\_IT Platforms\_Support LTA

**Annex 6: Self Declaration Form**

***To be uploaded in UNGM, “Tender Documents” tab, under “Technical Envelope” ONLY.***

**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 (finanical 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, sexual harassment and other types of abusive conduct and has appropriate procedures in place to prevent and respond to sexual exploitation and abuse, sexual harassment and other types of abusive conduct.

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.

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

1. https://treasury.un.org/operationalrates/default.php [↑](#footnote-ref-2)