



**World Health
Organization**

LONG-TERM AGREEMENT FOR THE PROVISION OF EXTERNAL VERIFICATION AGENT (EVA) TO SUPPORT CAPACITY ASSESSMENTS OF UNITAID'S PRE-GRANTEES

Request for Proposals (RFP)

Bid Reference **2025.04**

Contracting Entity **Unitaid**

Purpose of the RFP:

To identify one or more providers to conduct analysis of institutional capacity ("Capacity Assessment") of organizations entering in the Grant Agreement Development (GAD) process with Unitaid).

The capacity assessment covers i) the General Capacity Assessment and/or ii) Focused Capacity Assessment on Human Subject Research (HSR). Bidders may submit their bids/proposals corresponding to one of the capacity assessments (General Capacity Assessment or Focused Capacity Assessment on HSR); or for both services for General Capacity Assessment and Focused Capacity Assessment on HSR.

Closing Date:

[04 April 2025, 17h00 CET (Geneva time)]

Given the time constraints and hard deadlines, extension of tender closing date may not be feasible at this juncture. Bidders are encouraged to plan and submit the proposals by this closing date.



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1. INTRODUCTION

1.1 Objective of the RFP

The purpose of this Request for Proposals (RFP) is to enter into a contractual agreement with a successful bidder/s to serve as External Verification Agents (EVAs), to carry out the following work: conduct analysis of the institutional capacity of organizations (hereinafter referred to as 'pre-Grantees') entering into the Grant Agreement Development (GAD) process with Unitaid.

Unitaid 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 (initial three years, and renewable twice for an additional period of one year each, at Unitaid's discretion and subject to satisfactory performance). Specific services will be provided under separate requests, issued by Unitaid 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 Unitaid to request any services from the selected providers. Services will be requested on an as-needed basis, as determined by Unitaid. There will be no guarantee of any minimum volume of services and Unitaid retains the right to enter into multiple LTA's or framework/umbrella agreements, and/or to engage similar services from other sources.

Unitaid receives financial contributions from sovereign and not-for-profit philanthropic organizations to deliver its mandate. Unitaid receives no assessed contributions. Bidders are, therefore, requested to propose the best and most cost-effective solution to meet Unitaid requirements, while ensuring a high level of service.

1.2 About Unitaid

Unitaid is a global health organization that saves lives by making new health products available and affordable for people in low- and middle-income countries. Unitaid works with partners to identify innovative treatments, tests and tools, help tackle the market barriers that are holding them back and get them to the people who need them most – fast.

Since its creation in 2006, Unitaid has unlocked access to over 100 groundbreaking health products addressing major global health challenges, including HIV, tuberculosis, malaria, women's and children's health, and pandemic prevention, preparedness, and response. Each year, more than 300 million people benefit from these products.

Unitaid is supported by public funding and is hosted by WHO. The Unitaid Secretariat is a lean, efficient organization of about 120 staff, based in Geneva, Switzerland. The principal functions of the Secretariat are to carry out and manage the day-to-day operations of Unitaid, including implementing the work plan of Unitaid as approved by the Board, managing and coordinating relationships with Partners, and coordinating and facilitating technical support and advice to the Board. Please consult our website at the following link for more information <http://www.unitaid.org>

Unitaid is hosted by WHO. For the purpose of this document, Unitaid is hereinafter referred to as Unitaid, Unitaid/WHO, WHO/Unitaid, and/ or WHO.

Unitaid recognizes climate change as a global emergency and a threat to the achievements of the Sustainable Development Goals (SDG). On 11 November 2021, Unitaid launched its Climate Action Roadmap, committing to reduce carbon emissions of the Secretariat by 50% by 2030 and offset its carbon footprint, to effectively achieve net-zero emissions from 2022. Unitaid is committed in reducing carbon footprints from its procurement activities, therefore seeking potential contractors sharing the same commitment and initiatives. Bidders are requested to demonstrate their existing initiatives in place and incorporate the sustainability actions into the RFP proposal, especially in relation to carbon footprint (*refer Annex 4 Item 1.1.7 – please note that this is a mandatory bid submission requirement*).



1.3 Definitions, Acronyms and Abbreviations

WHO	World Health Organization
Capacity Assessment	Analysis of the institutional capacity of a pre-Grantee to successfully implement a Unitaid-funded project.
EVA	External Verification Agent - An independent professional agency that conducts a capacity assessment of pre-Grantees.
GAD	Grant Agreement Development - The process of developing a grant agreement between Unitaid and a pre-Grantee.
Pre-Grantee	An organization that is applying for Unitaid funding and going through the Grant Agreement Development process.
Grantee	An organization that has been awarded a grant by Unitaid.
LTA	Long-Term Agreement - n agreement with a selected provider for the procurement of services at fixed prices for a specified duration.
SMART	Specific, Measurable, Achievable, Relevant, Time-bound (used in relation to recommendations)
IP	Intellectual Property
PSM	Procurement and Supply Chain Management
TOR	Terms of Reference
RFP	Request for Proposal

2. DESCRIPTION OF PRESENT ACTIVITIES

2.1 Overview

Unitaid invests in and manages innovative health projects to improve access to better, more affordable diagnostics, treatments, and preventives for diseases such as HIV/AIDS, tuberculosis, and malaria. We work with a diverse portfolio of grantees, including international NGOs, UN agencies, research institutes, and product development partnerships.

A typical grant runs for 2 to 5 years, spans multiple countries and encompasses a range of activities, including:

- *Developing and testing new health products*: This includes clinical trials, product development, and market introduction.
- *Improving delivery of existing health products*: This includes strengthening supply chains, optimizing service delivery, and supporting country adoption.
- *Shaping markets for health products*: This includes interventions to increase affordability and accessibility

To ensure effective grant oversight, Unitaid has implemented a rigorous grant management system that involves an external assurance mechanism. This mechanism utilizes External Verification Agents (EVAs) to assess the capacity of potential grantees during the Grant Agreement Development (GAD) process. The capacity assessment covers i) the General Capacity Assessment and/or ii) Focused Capacity Assessment on Human Subject Research (“HSR”).



EVAs are independent third-party contractors who will conduct comprehensive assessments of the potential grantees in four key areas:

- *Programmatic*: Evaluating the organization's experience, expertise, and ability to deliver project objectives.
- *Financial*: Assessing the organization's financial management systems and controls.
- *Procurement and Supply Chain*: Analyzing the organization's capacity to manage procurement and supply chain activities effectively.
- *Risk Management*: Identifying and evaluating potential risks associated with the project

These capacity assessments are crucial for informing funding decisions, identifying areas for improvement, and mitigating potential risks.

2.2 Overview and current approach

Unitaid is seeking the services of independent professional agencies to serve as External Verification Agents (EVAs). The selected EVAs will assist, on a rolling assignment basis, in analyzing the institutional capacity of organizations/pre-Grantees entering into the Grant Agreement Development (GAD) process with Unitaid.

Such EVA analysis will be performed based on a desk review of a General Capacity Assessment and/or HSR Capacity Assessment questionnaire (filled out by the pre-Grantee) and other relevant supporting documents, and phone interviews with relevant stakeholders. It will involve a critical assessment of the pre-Grantee's experience, expertise, applied policies, structures and systems to respond to a defined set of criteria set by Unitaid for its future Grantees, and provision of concrete recommendations and mitigating measures to address identified gaps.

2.3 Objectives of the present activity

The capacity assessment is a risk-based review led by Unitaid during the GAD process, which takes place prior to the finalization of the Grant Agreement. The objective of the exercise is to assess the pre-Grantee's capacity (systems, resources, and relevant experience) to successfully implement a Unitaid-funded project in line with WHO/Unitaid's standards and contractual requirements. It provides the opportunity for Unitaid to assess whether the pre-Grantee's experience, evaluation systems and policies are well designed and adapted to minimize risk to project goals and objectives during the implementation, and to put in place mitigating measures in key areas where relevant.

For the purpose of this RFP, bidders may submit their bids/proposals corresponding to one of the capacity assessments (General Capacity Assessment or Focused Capacity Assessment on HSR); or for both services for General Capacity Assessment and Focused Capacity Assessment on HSR. Unitaid may award the specific assignment throughout the LTA duration to a single EVA for both General Capacity Assessment and Focused Capacity Assessment on HSR; or award separate contracts to two (2) EVAs for General Capacity Assessment and Focused Capacity Assessment on HSR respectively (based on the relative strength of the proposal for each capacity area and the specific needs of the projects).

[Refer to Appendix 2 – Terms of Reference \(TOR\) for more details.](#)

2.4 Activity coordination

Unitaid will establish a Long-Term Agreement with selected contractors (Evaluators, or EVAs) supported by annual blanket contracts with a ceiling budget. When services are required, Unitaid will contact the relevant EVA, ideally 1-3 weeks in advance, to confirm the expert(s) availability and the required level of effort (including the proposed budget). Given the often time-sensitive nature of capacity assessments, EVAs must



respond promptly. For each assignment, Unitaid will provide written assignment-specific terms of reference (based on Appendix 2, tailored to the specific project/potential grantee) before work commences.

3. REQUIREMENTS

3.1 Introduction

Unitaid requires the successful bidder, the EVA, and the Contractor, to support the project teams in conducting a capacity assessment of its pre-grantees, as and when requested

3.2 Characteristics of the Provider

3.2.1 Status

The Contractor shall be an institution operating in the field of global public health with proven expertise in conducting grant-related capacity assessments, preferably in the areas related to HIV/AIDS, tuberculosis and malaria.

3.2.2 Previous experience

The EVAs (both firm and the team members) shall have prior experience and expertise in the following:

Essential: Demonstrated extensive experience in conducting similar capacity assessments for implementers of donor-funded projects in all areas listed in scope, within “Section 3 / WORK TO BE PERFORMED” of the Terms of Reference. Please refer the specific experience requirements for the respective General Capacity Assessment and/or Focused Capacity Assessment on HSR, depending on the area(s) of services that bidders will be participating in this RFP.

Desirable:

- Experience in conducting similar capacity assessments for Unitaid-funded projects.
- Additional areas as defined in the context of each specific assignment.

Specifically for **HSR-focused capacity assessment**, **additional** criteria will include:

- Demonstrated expertise in Human Subject Research (clinical trials) and/or operational research.
- Proven ability in Clinical study design and management.
- Medical ethics relating to research involving human subjects.
- Conducting due diligence on global health projects with elements of clinical and/or operational research.

Proficiency in English is required. Additional language skills may be required, which will be noted in the assignment-specific TOR as necessary. Please indicate in the proposal, the language proficiencies in other languages.

3.2.3 Staffing

Bidders are requested to propose staffing dedicated to the project, skills set and team structure/leadership commensurate to the scope of work of this RFP and responsive to Unitaid’s specified timeline and focus. The list below illustrates the type of experts/roles that are potentially required:

- Programmatic expert
- Finance/Accounting expert
- Procurement & supply chain expert
- Monitoring & evaluation expert
- Legal/IP expert



- Expertise as relevant to Unitaid's Programmatic Priorities¹ (HIV and co-infections, TB, malaria, women's and children's health, global health emergencies)
- Analyst/Consultant
- Junior analyst/consultant

Also, refer to Annex 5 – Financial Template for more details.

The proposed team members who have been accepted by Unitaid following the RFP evaluation process (including from the outcome of negotiation before award recommendation) shall be available throughout the contract period and shall not be changed after the award of the contract unless requested or agreed to by Unitaid.

Whenever approached for a new assignment, the EVA is required to submit the following documents to Unitaid for review and approval before commencement of activities.

- Brief Executive Summary, highlighting the relevant experience concerning the specific assignment and how the EVA's expertise could contribute to the successful capacity assessment;
- Confirmation on the team's availability during the requested assignment period;
- The proposed detailed timeline, aligning with Unitaid's expectation;
- Updated CVs of the proposed team member(s), with clear descriptions of relevant skills and past experience aligned with the specific assignment. The following elements shall be demonstrated:
 - Relevant expertise and qualification of the proposed EVA team;
 - Appropriate team composition (e.g. mix of seniority, expertise, language skills, etc);
 - Appropriate level of effort (number of days allocated for each expert).
- Completed declaration of interest form; and
- Proposed budget (Financial Offer).

The bidder is expected to outline the roles and responsibilities of those staff in the technical proposal.

3.3 Work to be performed

To evaluate a potential grantee's ability to successfully execute a Unitaid-funded project according to WHO/Unitaid standards and contractual obligations. Unitaid will use this assessment process to determine if the potential grantee's experience, systems, and policies are sufficient to minimize risks to project goals and objectives. It also allows Unitaid to identify any capacity gaps and establish appropriate mitigation strategies.

A. General Capacity Assessment

Component steps of the **General Capacity Assessment** process:

- Pre-Grantee completes the General Capacity Assessment Questionnaire (self-assessment) and submits it with relevant supporting documentation, to the Unitaid focal point.
- Unitaid focal point meets with the EVA (the selected EVA for the specific assignment) for a briefing on the context of the assignment and shares the Capacity Assessment Questionnaire and supporting documents submitted by the pre-Grantee.
- The EVA checks pre-Grantee submissions for completeness and commences desk review and interactive discussions with pre-Grantee and proposed consortium partners if relevant, and Unitaid focal point as needed, with the ultimate objective of providing a final report for Unitaid to inform grant-making negotiations.

The scope of the assessment is detailed in the questionnaire and usually covers the following main areas:

- **Organizational Governance/ Legal** – i.e.,
 - Pre-Grantee's status as a properly registered legal entity with the full capacity to enter into a Grant Agreement with Unitaid, and having an appropriate and functioning governance structure.

¹ https://unitaid.org/uploads/Unitaid_Strategy_2023-2027.pdf



- Pre-Grantee's capacity to contract effectively with third parties and obtain all necessary approvals and authorisations from project countries for the successful implementation of the project in compliance with applicable regulations and laws.
- **Operations / Project management** – i.e., Pre-Grantee's capacity to deliver the activities and outputs listed in the Unitaid grant agreement documents.
- **Finance and fiduciary management** – i.e., Pre-Grantee's capacity to use project funds effectively and efficiently for the intended purpose while minimizing the risk of financial misconduct and having robust risk management strategic measures.
- **Monitoring & Evaluation** – Pre-Grantee's capacity to collect, analyse, measure, and report project results.
- **Procurement and Supply Management** – i.e., Pre-Grantee's capacity to manage the Procurement and Supply Chain Management (PSM) system, including establishment of forecasting methodology, supply planning.
- **Other issues relevant to the particular Project** – for example
 - **Intellectual property (IP)** – Pre-Grantee's ownership of the IP rights in relation to relevant product(s), and capacity to manage any relevant licencing and/or searches as relevant to the project.
 - **Market access** – Pre-Grantee's capacity to secure appropriate/adequate commitments with the aim of securing equitable access to products in relevant low-and-middle-income countries, in accordance with Unitaid's market access objectives.
 - **Data sharing** – Pre-Grantee's capacity to manage and appropriately share data generated by the project during the project term with key stakeholders, and the public health community generally, in order to ensure fulfilment of project objectives.
 - **Climate & Health** - Pre-Grantee's capacity to provide relevant strategies and programs of work related to its efforts at the intersection of climate and health (for example, carbon footprint assessment, climate action plan aimed at reducing carbon emissions, etc).

B. Focused Capacity Assessment on HSR

Component steps of the **HSR Focused Capacity Assessment** process:

- iv. Pre-Grantee completes the HSR Capacity -Assessment Questionnaire and submits it, with relevant supporting documentation, to the Unitaid focal point.
- v. Unitaid focal point meets with the EVA for a briefing on the context of the assignment and shares the Capacity Assessment Questionnaire and supporting documents submitted by the pre-Grantee.
- vi. The EVA checks pre-Grantee submissions for completeness and commences desk review and interactive discussions with pre-Grantee and proposed consortium partners if relevant, and Unitaid focal point as needed, with the ultimate objective of providing a final report for Unitaid to inform grant-making negotiations.
- a. Any risks associated with the pre-Grantee's ability to ensure adherence to International Conference on Harmonization (ICH) Harmonised Tripartite Guidelines, Good Clinical Practices (GCP) / Good Clinical Laboratory Practice (GCLP), national regulatory requirements for clinical development, and other relevant guidelines (Declaration of Helsinki, WHO, etc), with particular attention to the
 - Defined approach to the operational requirements of GCP/GLCP;
 - Defined approach to the ethical requirements to ensure full compliance with national health research ethical clearance procedures in countries where the research is conducted;
 - Clinical research study management experience and relevant expertise in Regulatory Affairs including but not exhaustive:
 - Knowledge of regulatory frameworks,



- Systems for marketing authorization and post-marketing surveillance,
- Dossier Preparation,
- Chemistry, Manufacturing and Controls,
- Labelling and Product information.

The scope of the assessment is detailed in the questionnaire and usually covers the following main areas:

- **Project Governance / Legal** – i.e.,
 - Pre-Grantee's insurance procurement policies and methods
 - Pre-Grantee's quality assurance infrastructure to sufficiently govern and monitor HSR progress and success.
 - Sufficient legal capacity to manage HSR activity as captured in terms of conditions.
- **Operations/Project management** – i.e., pre-Grantee's capacity to deliver the HSR activities and outputs listed in the Unitaid grant agreement document.
- **Finance and fiduciary management** – i.e., pre-Grantee's capacity to use the project funds effectively and efficiently for the intended HSR purposes while minimizing the risk of financial misconduct and having robust risk management strategic measures.
- **Monitoring & Evaluation** – pre-Grantee's capacity to collect, analyse, measure and report on HSR activities. Non-exclusively including routine and 'for cause' audit functions, as well as clinical and non-clinical monitoring processes, and report project results.
- **Risk Mitigation** - Any risks associated with the pre-Grantee's ability to ensure study adherence to International Conference on Harmonization (ICH) Harmonised Tripartite Guidelines, Good Clinical Practices (GCP) / Good Clinical Laboratory Practice (GCLP), national regulatory requirements for clinical development, and other relevant guidelines (Declaration of Helsinki, WHO, etc), with particular attention to:
 - Defined approach to the operational requirements of GCP/GLCP;
 - Defined approach to the ethical requirements to ensure full compliance with national health research ethical clearance procedures in countries where the research is conducted
- **Other issues relevant to the Project** – for example:
 - **Market access** – pre-Grantee's capacity to assess and/or navigate the landscape for market authorization or equitable access to products in relevant low-and-middle-income countries, insofar as it affects the design of HSR activities.
 - **Data sharing** – pre-Grantee's capacity to manage and appropriately share data generated by the HSR activities during the Project term with key stakeholders, and with the public health community generally, to ensure fulfilment of the Project's objectives.
 - **Analysis and Publication** – pre-Grantee's capacity to effectively analyse and distribute the HSR data in line with local and international regulatory and ethical guidelines, and in line with Unitaid's objectives.

Based on the Capacity Assessment documents shared by the Unitaid project team (the completed capacity assessment questionnaire by the pre-grantee, relevant annexes, and the project proposal), the deliverables will be clearly defined and communicated to the EVA at the start of each assignment.

The External Validation Agent (EVA) assignments may include, but are not limited to the following: |

- Inception Report comprised of:
 - Executive Summary Report (Word format) outlining EVA key findings and recommendations (SMART), presented with priority ranking, and
 - Supporting annexes including:
 - Detailed narrative description of key findings (Word format),



- EVA scoring, by capacity assessment tool criteria and sub-criteria - presented as comparative input against pre-Grantee self-assessed scoring, with comments provided in all cases where EVA and pre-Grantee scores differ (Excel format),
- Summary version of Inception Report (PowerPoint format).
- Final Report (format as per DRAFT Report, as stated above, also accommodating any requested changes per Unitaid Project Team on the feedback requirements)

The Capacity Assessment usually involves a combination of document reviews and interviews with the relevant stakeholders.

The EVA will be expected to undertake a review of a variety of assignment-specific documents such as:

- General Capacity Assessment Questionnaire and/or HSR Capacity Assessment Questionnaire (self-assessment) completed by the pre-Grantee.
- Supporting documents submitted by the pre-Grantee in relation to the self-assessment.
- Unitaid Area for Intervention and Call for Proposal documents
- Pre-Grantee proposal.

3.3.1 Place of performance

The EVA will usually work remotely but may be requested to travel to the pre-Grantee's office location, depending on the specific assignment. The EVA may also be required to meet with the Unitaid Project Team in Geneva for initial briefing, and/or Inception Report review discussions, and/or presentation of findings/recommendations when deemed necessary. The Unitaid focal point for the engagement will coordinate closely with the EVA via emails, phone, or teleconference.

3.3.2 Timelines

The LTA will cover the estimated initial period of **May 2025 to May 2028**, renewable twice for an additional period of one year each. **These dates are indicative and subject to change until the establishment of the LTA agreements with the EVA(s).** When the need for services arises, Unitaid will contact the selected EVA as early as possible (normally no less than 1-3 weeks in advance) for each new assignment. The assignment-specific TOR (i.e., an amended version of the TOR accompanying this RFP reflecting changes that are relevant to the specific project/pre-Grantee) for the assignment will be shared with the EVA. As capacity assessments are usually subject to time constraints, the EVA is expected to ensure rapid turnaround to confirm the availability of the relevant experts and proposed assignment-specific level of effort, for Unitaid consideration and approval.

3.3.3 Reporting requirements

Deliverables may vary depending on the scope of the capacity assessment and will be defined and communicated at the time of engagement. They may include, but are not limited to:

- Draft capacity assessment questionnaire including scoring and short report including recommendations for improvements
- Final capacity assessment questionnaire including scoring and final report on recommendations for improvements
- Updated capacity assessment questionnaire including additional information as requested by the Project Team following the capacity assessment mission (if needed)

3.3.4 Performance monitoring

EVA analysis will be performed through a desk review of a General Capacity Assessment and/or HSR Capacity Assessment questionnaire and supporting documents, along with phone interviews with relevant stakeholders. This analysis will critically assess the pre-Grantee's experience, expertise, policies, structures, and systems against Unitaid's criteria for future Grantees. It will also provide recommendations and mitigating measures to address any identified gaps.



To ensure the smooth completion of activities, the Unitaid project focal point will coordinate closely with the EVA via emails, phone, or teleconference. Unitaid may also organize debrief sessions with EVAs to review performance and share lessons learned for continuous improvement



4. 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 Appendix 1 to this RFP. Bidders must also follow the instructions set forth below when submitting their proposals.

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

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

4.1 Language of the Proposal and other Documents

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

4.2 Intention to Bid

No later than 01 April 2025 |hours|**Geneva** 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 confirm the bidder’s intention to submit a bona fide proposal and designating a representative to whom communications may be directed, including any addenda.

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

4.3 Cost of Proposal

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

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

4.4 Contents of the Proposal

Proposals must offer the total requirement. Proposals offering only part of the requirement may be rejected. |

The bidder is expected to follow the proposal structure described in paragraph “Proposal Structure” below and otherwise comply with all instructions, terms and specifications contained in, and submit all forms required pursuant to, this RFP. Failure to follow the aforesaid proposal structure, to comply with the aforesaid instructions, terms and specifications, and/or to submit the aforesaid forms will be at the bidder’s risk and may affect the evaluation of the proposal.



4.5 Joint Proposal

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

4.6 Communications during the RFP Period

A prospective bidder requiring [any clarification](#) on technical, contractual or commercial matters is to be submitted **EXCLUSIVELY** via UNGM **no later than** **Date: 01 April 2025, 17:00 Geneva time**. **Clarifications sought after this deadline may not be responded to.** Bidders are strictly required to refrain from contacting Unitaid through any other means to seek information or clarifications on the budget allocation for this project

Questions are to be submitted via the UNGM "Correspondence" tab, and mandatorily formulated as using "**Annex 7: Questions from Bidders**" as follows:

Question #	Reference to RFP (paragraph #)	Question text
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(use subject: Bid Ref. **2025.04**)

Unitaid will 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 Unitaid'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/Unitaid officials concerning the RFP process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by Unitaid, in accordance with the terms of this RFP.

4.7 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 Unitaid 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 2025.03**):

- 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 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.



4.8 Formatting and Naming of Proposals

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

Technical Proposal_Bidder'sName_ 2025.03

And

Financial Proposal_Bidder'sName_ 2025.03

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 separately in the "Financial envelope" placeholder.

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

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

4.10 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of **120** calendar days after the closing date for submission of proposals. A proposal valid for a shorter period may be rejected by WHO/Unitaid. In exceptional circumstances, Unitaid 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.

4.11 Closing Date for Submission of Proposals

Proposals must be submitted **EXCLUSIVELY** via UNGM and **not later than the tender closing date 04 April 2025 17:00** hours, **Geneva** 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.

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

4.12 Modification and Withdrawal of Proposals

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

No proposal may be modified after the closing date for submission of proposals unless WHO/Unitaid has issued an amendment to the RFP allowing such modifications (see section 4.144 "Amendment of the RFP").



No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal in accordance with section 4.8 "Period of Validity of Proposals".

4.13 Receipt of Proposals from Non-invitees

Unitaid 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.

4.14 Amendment of the RFP

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

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

4.15 Proposal Structure**(bidders are highly encouraged to pay attention on this section to facilitate the evaluation/assessment of the proposals)**

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 4.15.1 to 4.15.3 below.

In addition, bidders are required to complete and submit Annex 4 of this RFP (Information about Bidder) which will be reviewed and scored along with the Technical Proposal.

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

Please include a Table of Contents in the first section of the Technical Proposal with the corresponding pages, Annexes and Appendices.

4.15.1 Executive Summary

The bidder's proposal must be accompanied by an Executive Summary that demonstrates how they could support Unitaid in achieving its objectives under this RFP. Please include the name and email of the contact person in charge of this RFP submission to facilitate communication.

4.15.2 Proposed solution and Approach/Methodology

Bidders shall demonstrate their capacity and capability to fulfil the requirements outlined in the detailed Terms of Reference (TOR), specifically addressing the areas described in Section 3 (Work to be Performed) and qualification and Skills. The proposal should clearly articulate the firm's experience in carrying out similar/relevant assignments, emphasizing how this experience directly aligns with Unitaid's needs for conducting due diligence and capacity assessments of organizations seeking Unitaid funding.

Bidders shall clearly describe their in-depth understanding of the project requirements and objectives as detailed in the TOR. This should be followed by a detailed explanation of how the firm's experience, qualifications, and competence of the proposed personnel address Unitaid's requirements. The proposal must demonstrate that both the firm and the proposed team members meet each of the listed "Qualifications and Skills" in the TOR, providing relevant evidence for each essential and desirable qualification/experience.



Bidders shall also detail their proposed [detailed approach and methodology](#), explaining how it aligns with Unitaid's requirements and how it will ensure the successful achievement of the objectives outlined in the TOR. The proposal should use clear, concise, and compelling language, avoiding generic solutions or repetition of content from the RFP or TOR.

Bidders must elaborate on [their team management approach, including the communication/coordination plan with Unitaid's team, resource allocation, risk mitigation plans, and the appropriate level of effort for each proposed phase of activities](#). They should explain how they will deliver the project effectively, efficiently, and at the highest quality. Bidders must identify relevant risks associated with this specific assignment and propose mitigation approaches

Detailed and updated CV(s) of the dedicated project team member(s) proposed for this project must be included in the Technical Proposal (merged into a single document, not as separate attachments). Each CV must be updated and **provide clear and detailed elaborations on the relevant experience in relation to each of the requirements indicated in the TOR** (Qualification and Skills), including the years of relevant experience for each expert. [Proposed team members agreed upon and accepted by Unitaid following the evaluation and selection process shall not be changed by the Contractor after contract award, unless requested or agreed to by Unitaid during contract implementation.](#)

Important: Please add a table or short summary (overview) to outline how each team member meets the specific requirement and experience, for example:

List of TOR Requirement/ Experience	Team member(s)	Years of Experience in this requirement	Project name and description	Relevance
Organizational governance / Legal				
Operations / Project management				

4.15.3 Proposed Solution

Bidders shall demonstrate their capacity and capability to fulfil the requirements in section 3.3, which may include, but not limited to, their experience in carrying out similar assignments in the past. |

4.15.4 Proposed Time line

Bidders shall indicate the notice period required for deploying a team to carry out a capacity assessment. |

4.15.5 Financial Proposal

Bidders are requested to submit the financial proposal using Annex 5 attached to the RFP, indicating the daily rates for the experts/roles listed in section 3.2.3 which should remain valid throughout the contractual period to serve as the basis for invoicing. Bidders may also include other roles that would potentially be deployed for capacity assessments. A travel budget is not required for this RFP but if needed, at Unitaid's request, it will be included in any eventual contract, based on Unitaid's cost estimation

Please submit the financial proposal in **both** PDF and MS Excel format, free from any computational errors. The right sized of the proposed level of effort and daily rates will be considered in scoring the financial proposal.

The offer currency must be the same as the bank account of the Contractor that will be used to receive payment for the to-be contract. For comparison purpose only, financial proposals that are submitted in currency other than USD will be converted into USD using the UN exchange rate¹ as of the tender closing date of this RFP:<https://treasury.un.org/operationalrates/OperationalRates.php>



The bidder's Financial Proposal must be signed by a duly authorized representative of the bidder and stating:

- That the bidder undertakes on its own behalf and on behalf of its possible partners and Contractors to perform the work in accordance with the terms of the RFP;
- The total cost of the proposal, indicating the United Nations convertible currency used (preferably US Dollars);
- The number of days the proposal is valid (from the date of the form) in accordance with section 4.10.

4.16 Conduct and Exclusion of Bidders

All bidders must adhere to the UN Supplier Code of Conduct, which is available at the following link:

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

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

Bidders will be excluded if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they or persons having powers of representation, decision making or control over them have been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings;
- they or persons having powers of representation, decision making or control over them have been the subject of a final judgment or of a final administrative decision for financial irregularity(ies);
- it becomes apparent to WHO that they are guilty of misrepresentation in supplying, or if they fail to supply, the information required under this RFP and/or as part of the bid evaluation process;
- they have a conflict of interest, as determined by WHO in its sole discretion; or
- they are, or have found to be, in violation of any standard of conduct as described in the WHO Policies, referred to in section 7.33 of this RFP.

WHO may decide to exclude bidders for other reasons.



5. ANNEX

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

There will be no public bid opening.

5.1 Preliminary Examination of Proposals

Unitaid will examine the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order. Proposals which are not in order as aforesaid may be rejected.

Please note that WHO/Unitaid 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/Unitaid's general principles, including economy and efficiency, WHO/Unitaid does not bind itself in any way to select the bidder offering the lowest price.

5.2 Clarification of Proposals

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

5.3 Evaluation of Proposals

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

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

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

The technical evaluation of the proposals will include:

(bidders are encouraged to pay attention on this section)

- the extent to which Unitaid's requirements and expectations have been satisfactorily addressed, understood and articulated;
- the quality of the overall proposal;
- the appropriateness of the proposed approach and methodologies;
- the quality of the technical solution proposed;
- the manner in which it is proposed to manage and staff the project, project management, risk management related to this assignment, declaration of perceived or real conflict of interests, and coordination plan with Unitaid. Appropriateness of the team composition (e.g. mix of seniority, expertise, language skills, gender equality, diversity, and inclusion etc). Bidders should demonstrate how they integrate these principles into their organizational policies, workforce, and project activities. This includes equitable representation of women and underrepresented groups in staffing and leadership, addressing diverse needs in project design, and promoting inclusive decision-making.



Proposals demonstrating a strong commitment to gender equality, diversity, and inclusion will be given careful

- the relevant experience of the firm in carrying out related projects and the relevance of experience in relation to this TOR;
- of important, the qualifications, experience and competence of the personnel proposed for the assignment to be clearly demonstrated, meeting each of the specific requirements listed in the TOR (Qualification and Skills);
- the proposed timeframe for the assignment;
- the firm's commitment and initiatives in support of sustainability (particularly in relation to carbon footprint) as per requirement in Annex 4 (Item 1.1.7); and
- the presentation performance, if requested by Unitaid during bid evaluation stage.

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

5.4 Bidders' Presentations

Unitaid 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 Unitaid's choice) followed by a question and answer session. If required, the presentation will be held at Unitaid or by tele/videoconference.

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



6. AWARD OF CONTRACT

6.1 Award Criteria, Award of Contract

WHO/Unitaid reserves the right to

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

WHO/Unitaid has the right to eliminate bids for technical or other reasons throughout the evaluation/selection process. WHO/Unitaid 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: Unitaid is **acting in good faith** by issuing this RFP. However, **this document does not oblige Unitaid to contract for the performance of any work, nor for the supply of any products or services.**

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

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

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

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

6.4 WHO's Right to enter into Negotiations

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

6.5 Signing of the Contract

Within 30 days of receipt of the contract, the successful bidder shall sign and date the contract and return it to Unitaid according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then WHO/Unitaid has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.



6.6 Publication by WHO/Unitaid of Contract awards

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



7. GENERAL AND CONTRACTUAL CONDITIONS

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

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

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

- 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.

7.1 Conditions of Contract

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



7.2 Responsibility

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

7.3 Audit and Investigations

WHO may request a financial and operational review or audit of the work performed under the Contract, to be conducted by WHO and/or parties authorized by WHO, and the Contractor undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the implementation of the work performed under the Contract, or within five years of completion of the work. In order to facilitate such financial and operational review or audit, the Contractor shall keep accurate and systematic accounts and records in respect of the work performed under the Contract. Similarly, WHO may initiate an investigation into credible allegations of fraud and corruption and other forms of misconduct based on information received in accordance with its respective policies, procedures and rules.

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

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

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

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

7.4 Source of Instructions

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

7.5 Warranties

The Contractor warrants and represents to WHO as follows:

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



based so as to permit WHO to fully exercise its rights in the deliverables without any obligation on WHO's part to make any additional payments whatsoever to any party.

3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and shall be delivered to WHO free and clear of any and all liens, claims, charges, security interests and any other encumbrances of any nature whatsoever.

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

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

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

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

7.6 Legal Status

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

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

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

7.7 Relation Between the Parties

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

7.8 No Waiver

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

7.9 Liability



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

7.10 Assignment

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

7.11 Indemnification

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

7.12 Contractor's Responsibility for Employees

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

7.13 Subcontracting

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

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

7.14 Place of Performance

The place of performance of the work under the Contract shall be as mentioned in section 3.3.1 above.

7.15 Language

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



7.16 Confidentiality

- 1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of the Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.
- 2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of the Contract.
- 3) The Contractor may not communicate at any time to any other person, Government or authority external to WHO, any information known to it by reason of its association with WHO which has not been made public except with the authorization of WHO; nor shall the Contractor at any time use such information to private advantage.

7.17 Title Rights

- 1) All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein as referred to in section 7.5 2) above, shall be exclusively vested in WHO.
- 2) WHO reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.
- 3) At WHO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist WHO in securing such rights in compliance with the requirements of applicable law.

7.18 Termination and Cancellation

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

- 1) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
- 2) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time for fulfilment of such obligations, will not be respected.

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

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



7.19 Force Majeure

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

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

7.20 Surviving Provisions

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

7.21 Use of WHO name and emblem

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

7.22 Publication of Contract

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

7.23 Successors and Assignees

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



7.24 Payment

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

7.25 Title to Equipment

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

7.26 Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain:

- (i) insurance against all risks in respect of its property and any equipment used for the execution of the Contract;
- (ii) all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract; and
- (iii) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the performance of the work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees, partners or sub-contractors performing work in connection with the Contract.

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

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

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

7.27 Settlement of Disputes



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

7.28 Authority to Modify

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

7.29 Privileges and Immunities

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

7.30 Anti-Terrorism and UN Sanctions; Fraud and Corruption

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

- (i) it is not and shall not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it shall not make any payment or provide any other support to any such person or entity and that it shall not enter into any employment or other contractual relationship with any such person or entity;
- (ii) it shall not engage in any fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in connection with the execution of the Contract;
- (iii) it shall take all necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices as referred to above in connection with the execution of the Contract; and
- (iv) it shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services (IOS), any credible allegations of actual or suspected fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption of which the Contractor becomes aware and respond to such allegations in an appropriate and timely manner in accordance with its respective rules, regulations, policies and procedures. Furthermore, the Contractor agrees to cooperate with WHO and/or parties authorized by WHO in relation to the response. Relevant information on the nature of any credible allegations of such actual or suspected violations, as well as the details of the intended response and the outcome of any such response, should be communicated and coordinated with WHO, with the understanding that, subject to the terms of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, confidentiality and the due process rights of those involved will be respected.

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



7.31 Ethical Behaviour

WHO, the Contractor and each of the Contractor's partners, subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of the Contract. In this regard, the Contractor shall also ensure that neither the Contractor nor its partners, subcontractors, agents or employees will engage in activities involving child labour, trafficking in arms, promotion of tobacco or other unhealthy behaviour, sexual exploitation and abuse, sexual harassment or any other type of abusive conduct.

7.32 Officials not to Benefit

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

7.33 Compliance with WHO Codes and Policies

By entering into the Contract, the Contractor acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below).

In connection with the foregoing, the Contractor shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other natural or legal persons engaged or otherwise utilized to perform any services under the Contract.

Without limiting the foregoing, the Contractor shall promptly report to WHO, in accordance with the terms of the applicable WHO Policies, any actual or suspected violations of any WHO Policies of which the Contractor becomes aware.

For purposes of the Contract, the term "WHO Policies" means collectively:

(i) the WHO Code of Ethics and Professional Conduct; (ii) the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA); (iii) the WHO Policy on Preventing and Addressing Abusive Conduct; (iv) the WHO Code of Conduct for responsible Research; (v) the WHO Policy on Whistleblowing and Protection Against Retaliation; (vi) the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, and (vii) the UN Supplier Code of Conduct, in each case, as amended from time to time and which are publicly available on the WHO website at the following links: <http://www.who.int/about/finances-accountability/procurement/en/> for the UN Supplier Code of Conduct and at <http://www.who.int/about/ethics/en/> for the other WHO Policies.

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



7.35 Tobacco/Arms Related Disclosure Statement

The Contractor may be required to disclose relationships it may have with the tobacco and/or arms industry through completion of the WHO Tobacco/Arms Disclosure Statement. In the event WHO requires completion of this Statement, the Contractor undertakes not to permit work on the Contract to commence, until WHO has assessed the disclosed information and confirmed to the Contractor in writing that the work can commence.

7.36 Compliance with applicable laws, etc.

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

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

7.37 Breach of Essential Terms

The Contractor acknowledges and agrees that each of the provisions of section 7.30 (Anti-Terrorism and UN Sanctions; Fraud and Corruption), section 7.31 (Ethical Behaviour), section 7.32 (Officials not to Benefit), section 7.33 (Compliance with WHO Codes and Policies), and section 7.36 (Zero tolerance for sexual exploitation and abuse, 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:

- (i) terminate the Contract, and/or any other contract concluded by WHO with the Contractor, immediately upon written notice to the Contractor, without any liability for termination charges or any other liability of any kind; and/or
- (ii) exclude the Contractor from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with WHO.

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



8. PERSONNEL

8.1 Approval of Contractor Personnel

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

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

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

8.2 Project Managers

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

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

8.3 Foreign Nationals

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

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

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



The Contractor acknowledges that WHO/Unitaid may elect to engage third parties to participate in or oversee certain aspects of the project and that WHO/Unitaid 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/Unitaid in-house resources.



9. LIST OF ANNEXES & APPENDICES

Annex 1	Acknowledgment Form
Annex 2	Confidentiality Undertaking
Annex 3	Proposal Completeness Form
Annex 4	Information from Bidder
Annex 5	Financial Proposal Template
Annex 6	Self Declaration Form
Annex 7	Questions from Bidders Template
Annex 8	Declaration of Interest (DOI)
Annex 9	Tobacco /Arms Disclosure Statement

Appendix 1	UNGM GUIDE
Appendix 2	Terms of Reference
Appendix 3	General Conditions of Contract
Appendix 4	Tender Submission Guidelines



Request for Proposals: **2025.04**

Annex 1: Acknowledgement Form (Ref. Paragraph 4.2)

Please check the appropriate box (see below) and upload this acknowledgement form under the “Correspondence” tab in UNGM:

☐ Intention to Submit a Proposal. Please indicate the area of capacity assessment(s) to bid:

☐ General Capacity Assessment

☐ Focused Capacity Assessment on HSR

Bidders may submit their bids/proposals corresponding to one of the capacity assessments (General Capacity Assessment or Focused Capacity Assessment on HSR); or for both services for General Capacity Assessment and Focused Capacity Assessment on HSR.

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we intend to submit a proposal on or before 04/04/2025 at 17:00 hours CET (Geneva time) 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:

Registered Entity Name:	.....
UNGM Registry number:	.....
Mailing Address (including country of bidder's registered business):	..... ..... .....
Name, Title and email of duly authorized representative:	.....
Signature:	.....
Date:	.....



Request for Proposals: **2025.04**

Annex 2: Confidentiality Undertaking (Ref. Paragraph 4.6)

1. Unitaid has access to certain information relating to the below mentioned project which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as “the Information”).
2. Unitaid/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 [\[Long-Term Agreement: Services to support capacity assessment of Unitaid's Pre-Grantees\]](#) 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:
 - a) was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
 - b) was in the public domain at the time of disclosure by or for WHO to the Undersigned;
 - c) becomes part of the public domain through no fault of the Undersigned; or
 - d) becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality (as evidenced by written records or other competent proof).
4. The Undersigned further undertakes not to use the Information for any benefit, gain or advantage, including but not limited to trading or having others trading in securities on the Undersigned's behalf, giving trading advice or providing Information to third parties for trade in securities.
5. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
6. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
7. Any dispute arising from or relating to this Undertaking, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event of the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Undersigned and WHO or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, with the rules of arbitration of the International Chamber of Commerce. The Undersigned and WHO shall accept the arbitral award as final.
8. Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

Acknowledged and Agreed:

Registered Entity Name:	.....
Mailing Address (including country of bidder's registered business):	..... ..... .....
Name and Title of duly authorized representative:	.....
Signature:	
Date:	.....

Request for Proposals: **2025.04****Annex 3: Proposal Completeness Form** (Ref. Paragraphs 4.4 & 4.6)

Section	Requirement	Completed in full (Yes/No)
Annex 2	Confidentiality undertaking form	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 3	Proposal completeness form	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 4	Information about Bidder	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 5	Financial Proposal Template (TO BE UPLOADED SEPARATELY IN FINANCIAL ENVELOPE)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 6	Self-Declaration Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 8	Declaration of Interest (DOI)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 9	Tobacco/Arms Disclosure Statement	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.15.1 to Error! Referen ce source not found.	Technical Proposal, including Executive Summary, proposed solution, approach/methodology, timeline and detailed CVs of the proposed team. Please provide a clear Table of Contents with page information on the first page of Technical Proposal for reference.	<input type="checkbox"/> Yes <input type="checkbox"/> No

The

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

* minimum period of 120 calendar days after the closing date for submission of proposals.

Agreed and accepted,

Entity Name:	.....
Mailing Address (including country of bidder's registered business):	..... ..... .....
Name and Title of duly authorized representative:	.....
Signature:	
Date:	.....



Request for Proposals: 2025.04

Annex 4: Information about Bidder

RFP Ref. If applicable	Information required
	1. Company Information
	1.1 Corporate information
3.2.1	1.1.1 Company mission statement (<i>including profit or not for profit status</i>)
	1.1.2 Service commitment to customers and measurements used
3.2.2	1.1.3 Accreditations
	1.1.4 Organization structure
	1.1.5 Geographical presence
	1.1.6 Declared financial statements for the past (3) three years ¹
	1.1.7 Mandatory (bidders who fail to include this requirement in the technical proposal may not be considered for award of contract): Company's commitment and initiatives in support of sustainability (in particular in relation to carbon footprint, e.g.: overall company carbon footprint, past/ongoing initiatives to reduce carbon emissions, or compensation/offsetting of emissions) and how it will be reflected in this procurement/consultancy activities. Please include any relevant certification or supportive documentation. Kindly provide sufficient information on this requirement as it will be evaluated and scored in the Technical Proposal assessment. Bidder(s) not demonstrating sufficient initiatives (i.e. having limited climate /environmental efforts undertaken with no formal or concrete pledge/policy in the organization) may not be recommended for award of contract. Please indicate if bidders have a formal/concrete pledge or policy, formal commitment to net-zero goals or Paris Agreement targets, and/or measurable achievements (e.g., footprint reduction against baseline, and footprint associated to goods or services delivered)
	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
3.2.3	2. Experience and Reference Contact Information
	2.1 Relevant Contractual relationships
	2.1.1 Relevant Contractual projects (with other UN agencies or Contractors)
	2.2 Relevant Project Names (<i>list and provide detailed examples of relevant experience gained within the past five years of the issuance of this RFP that demonstrate the Contractor's ability to satisfactorily perform the work in accordance with the requirements of this RFP</i>).
	2.2.1 Project Description
	2.2.2 Status (<i>under development / implemented</i>)
	2.2.3 Reason for relevance (<i>provide reason why this project can be seen as relevant to this project</i>)
	2.2.4 Roles and responsibilities (<i>list and clearly identify the roles and responsibilities for each participating organization</i>)
	2.2.4.1 Client's Role and Responsibility: Inputs from beneficiary
	2.2.4.2 Contractor's Role and Responsibility: role in project
	2.2.4.3 Third party Contractors' Role and Responsibility: previously specified 3 rd party role in project
	2.2.5 Team Members (<i>indicate relevant members of the team that will also be used for this project</i>)



3.2.4	3. Staffing information
	3.1 Number and Geographical distribution of staff
	3.1.1 Staff turnover rate for the past three years
	3.2 Staff dedicated to the Project
	3.2.1 Name and CV of each team member
	3.2.2 Structure of the team, and role of each member in the project
	3.2.3 Time dedicated to the project
	3.2.3 Contingency plans in the event of a vacancy
4.5	4. Proposed sub-contractor arrangements including sub-contractor information <i>(as above for each sub-contractor). Please include the consortium/joint firm when completing the Declaration of Interest (Annex 8 of the RFP)</i>

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



Annex 6: Self Declaration Form

Applicable to private and public companies

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

- a. 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;
- b. 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;
- c. 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;
- d. 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;
- e. 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;
- f. 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;
- g. 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;
- h. it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof;
- i. it adheres to the UN Supplier Code of Conduct;
- j. 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 (including country of bidder's registered business):	..... ..... .....
Name and Title of duly authorized representative:	.....
Signature:	
Date:	.....

**Request for Proposals: 2025.04****Annex 7: Questions from Bidders** (Ref. Paragraph 4.6)

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