



**World Health  
Organization**

## **Defining the role of the private sector in achieving effective refractive error coverage targets in the Western Pacific**

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**Request for Proposals (RFP)**

**Bid Reference**

**WPRO/2022-01/DDC\_HSI/165477**

**Country/Unit Name**

**WP/RGO/DDC/MND**

**Closing Date:**

9 February 2022]



The World Health Organization (WHO) is seeking offers for an individual/institution to identify and describe private sector enabled pathways to achieve the eREC target in the Western Pacific Region.....

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

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

### 1. Requirements

**WHO requires the successful bidder, to carry out work defining the role of the private sector in achieving effective refractive error coverage targets in the Western Pacific. .**

*See detailed Terms of Reference in Annex 1 for complete information.*

The successful bidder shall be a  for profit /  not for profit institution operating in the field of public health. with proven expertise in public health, with experience driving policy dialogues or similar with cross-sectoral stakeholders and the private sector strongly preferred.

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

Mandatory experience:

- Minimum of seven years' work experience in public health at national and international level.

Desirable experience:

- Experience working in the area of non-communicable diseases (especially eye health) policy and programmes strongly preferred.
- Working knowledge of one or more countries in the Western Pacific Region would be an advantage.

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

### 2. Proposal

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

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

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

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

### 3. Instructions to Bidders

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



A prospective bidder requiring clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than 2 February 2022 :

**Email for submissions of all queries: [wproungm@who.int](mailto:wproungm@who.int) and [narayane@who.int](mailto:narayane@who.int)**  
(use Bid reference in subject line )

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

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

The bidder shall submit, in writing, the complete proposal to WHO, no later than **9 February 2022 at 17:00 hours Manila (GMT8) time** ("the closing date"), by email at the following email address:

**WPRO/2022-01/DDC\_HSI/165477.**  
(use Bid reference in subject line )

To be complete, a proposal shall include:

- A technical proposal, as described under part 2 above;
  - A financial proposal, as described under part 2 above;
1. Annexes 2 & 3, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.

Each proposal shall be marked Ref: WPRO/2022-01/DDC\_HSI/165477 .

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

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

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

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

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

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

WHO may, at any time before the closing date, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the RFP by written amendment. Amendments could, *inter*



*alia*, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission.

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

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

#### 4. Evaluation

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

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

Technical Weighting:	60% of total evaluation
Financial Weighting:	40 % of total evaluation

The technical evaluation of the proposals will include:

Addressing of WHO's requirements and expectations	30
Quality of the overall proposal	20
Experience of the firm in carrying out related project	20
Qualifications and competence of the personnel proposed for the assignment	20
Proposed timeframe for the project	10
<b>TOTAL</b>	<b>100</b>

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

A minimum of [75] points is required to pass the technical evaluation.

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

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

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



## 5. Award

WHO reserves the right to:

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

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

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

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

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

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

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

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

We look forward to receiving your response to this RFP.

Yours sincerely,  
Elick Narayan, Technical Officer/MND.



## Annexes

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



## **Annex 1: Detailed Terms of Reference**

### **1. Purpose of the APW**

The Management of Noncommunicable Diseases (MND) unit of the World Health Organization Western Pacific Regional Office (WPRO) is looking for an individual/institution to provide technical expertise to WHO in conducting a regional review for diabetes prevalence, supporting health systems and policies, supporting infrastructure, diabetic eye and foot care, and other diabetes related services in the Western Pacific Region, and establish an optimized approach for further work in the future.

### **2. Background**

Globally, it is estimated that at least 2.2 billion people have a vision impairment, and of these, at least 1 billion people have a vision impairment that could have been prevented or is yet to be addressed. Of the many eye conditions that can cause vision impairment or blindness, the most common are refractive errors, cataracts, glaucoma, diabetic retinopathy, and age-related macular degeneration.

Uncorrected refractive errors are the leading cause of vision impairment amongst children and adults. There are different types of refractive error; namely, myopia (short-sightedness), hyperopia (long-sightedness), presbyopia (difficulty seeing objects at near distance with increasing age), and astigmatism. Myopia is the most common refractive error globally, and uncorrected myopia significantly impacts academic performance in children and quality of life throughout adulthood. Uncorrected myopia also poses a considerable financial burden, with an estimated annual global productivity loss of US\$ 244 billion.

Refractive error is an important and growing problem in the Western Pacific Region. It is the leading cause of moderate to severe vision impairment in Mongolia (41.9%) and Fiji (59.2%), and it is the second leading cause of moderate to severe vision impairment in all other countries. In some countries in the Western Pacific between 70% and 80% of older adults who have refractive error do not have spectacles. These figures do not take into account the growing prevalence of refractive errors among children and younger adults in the region. China has one of the highest rates of childhood myopia in the world, affecting as many as 84.6% of 17-year-old students. Complications of high myopia are also emerging as a major cause of new cases of blindness in the Western Pacific Region.

In 2021 the World Health Assembly endorsed a global target for effective coverage of refractive errors (eREC) – namely, a 40 per cent increase in coverage of refractive errors by 2030. Key challenges in achieving this target include the ability to provide services for underserved populations and ensuring quality service delivery. In the 2019 WHO World Report on Vision, Dr Tedros Ghebreyesus acknowledges that public and private sectors must work together to provide the long-term investment and management capacity to scale up integrated people-centred eye care. In line with this, a recent Lancet Global Commission for Eye Health states that “the private sector represents a huge opportunity to bring refractive error services (and primary eye care more broadly) closer to communities. Indeed, given the magnitude of uncorrected refractive error globally, eye health cannot be addressed as part of universal health coverage without a major contribution from the private sector”.

### **3. Planned timelines (subject to confirmation)**

**Start date:** 1 March 2022      **End date:** 31 August 2022

**Total duration:** 6 months

### **4. Requirements - Work to be performed**

The service contractor will be supervised by the MND Coordinator and NCD Technical Officer, Division of Programmes for Disease Control, WHO WPRO and is expected to perform the following:



- Gain insights into the status quo of the private sector involvement in the delivery of refractive error (and eye care) services in the Western Pacific region
- Gain insights into challenges and opportunities to achieve the eREC target through joint public and private sector efforts
- Describe the role(s) that the private sector could play in achieving the eREC target in the Western Pacific
- Communicate the proposed role of the private sector and the pathway to achieve this with relevant stakeholders across the region, using a variant of effective communication tools.

## 5. Requirements - Planning

Outputs:

**Deliverable 1.1: Stakeholder mapping:** Identify multi-sectoral experts from the Western Pacific Region and beyond. This should include eye care service providers, decision makers, non-state actors, and representatives from different private sector groups relevant to this topic.

**Deliverable 1.2: Interview and focus group discussions (remote):** Hold interviews and focus group discussions with relevant stakeholders to:

- Clearly define the parameters within which the proposed pathways to eREC will operate (e.g., definition of private sector in eye health, measures of success, timeframe to be covered by white paper, etc.)
- Begin to describe the challenges and opportunities for involvement of the private sector in achieving the eREC target
- Identify and prioritise gaps where existing data and literature review can support the enablement of this think tank

**Deliverable 1.3: Evidence review:** Conduct an evidence review that validates, challenges, and augments the think tank's discussion. This will likely include:

- A review of the status quo of the private sector role in the delivery of refractive error (and eye care services more broadly) in the Western Pacific region, with examples of good practice
- A mixed survey model that collects and explores the perspectives of people with refractive error (corrected and uncorrected), health care providers (from the public and private sectors), and from the private sector beyond the direct provision of services. This will create a three-dimensional perspective on where the challenges are and, more importantly, identify the role and prioritisation of private sector led initiatives and programmes (e.g., training, education, distribution, pricing, generation of demand, etc.)

**Deliverable 1.4: Final expert consultation (remote):** Hold consultations with the experts:

- Discuss and translate the findings from the evidence review
- Define the role of the private sector in achieving the eREC target in the Western Pacific
- Describe the pathway(s) and objectives for meaningful engagement of the private sector in the provision of equitable refractive error services in the Western Pacific Region.

**Deliverable 1.5: Report:** Develop and disseminate a report, which will outline findings from this initiative. Importantly, the white paper should:

- Briefly outline the status quo of the private sector involvement in the delivery of refractive error (and eye care services more broadly) in the Western Pacific region
- Briefly summarize the findings from the review of challenges and opportunities
- Describe the pathway(s) to achieve meaningful
- Describe the pathway(s) to achieve meaningful engagement of the private sector – at the regional and country level – to achieve the eREC target
- Set out objectives that draw upon private sector inclusion for achieving the eREC target in the Western Pacific, along with key metrics of success



## 6. Inputs

- Stakeholder mapping
- Interviews and focus group discussions
- Review of the relevant evidence
- Coordinate final expert consultation
- Develop final report

## Methods

- Desk review of peer-reviewed and grey literature
- Interviews and focus group discussions with key informants who may be health professionals, clinicians, ministry of health officials, civil society organisations, and others
- Expert consultation

**Scope of work:** Regional review and overview and preparation of paper describing opportunities for private sector engagement and role of the private sector to achieve effective refractive error coverage in the Western Pacific Region

## 7. Activity Coordination & Reporting

<b>Technical Officer:</b>	<b>Dr Elick Narayan, Technical Officer, DDC/MND</b>	<b>Email:</b>	<b>narayane@who.int</b>
<b>For the purpose of:</b>	<b>Technical supervision and instructions - Reporting</b>		
<b>Administrative Officer:</b>	<b>Dr Changgyo Yoon, PMO, DDC</b>	<b>Email:</b>	<b>yoonc@who.int</b>
<b>For the purpose of:</b>	<b>Contractual and financial management of the contract</b>		

## 8. Characteristics of the Provider

### EDUCATION

- Essential: The contractual partner should include individuals with Masters' degree or higher from a recognised university (may include public health, social sciences, and business and economics degrees).
- Desirable: Formal training in noncommunicable diseases and/or eye health care (or related field) strongly preferred.

### SKILLS/TECHNICAL SKILLS AND KNOWLEDGE

- Data collection, compilation, and visualization skills
- Communications and interview skills
- Writing skills

### EXPERIENCE

- Minimum of seven years' work experience in public health at national and international level.
- Experience driving policy dialogues or similar with cross-sectoral stakeholders and the private sector are strongly preferred
- Experience working in the area of non-communicable diseases (especially eye health) policy and programmes strongly preferred.
- Working knowledge of one or more countries in the Western Pacific Region would be an advantage.



## **COMPETENCIES**

- Technical Expertise
- Communication
- Respecting and Promoting Individual and Cultural Differences
- Moving Forward in a Changing Environment
- Producing Results

### **9. Place of assignment**

The contractual partner will be working remotely to perform the tasks related to this APW but will require interaction with the Technical Unit (MND) and stakeholders from across the Western Pacific Region on the development of the deliverables.



**Annex 2: Confidentiality Undertaking**

1. The World Health Organization (WHO), acting through its Department of Programme for Disease Control, has access to certain information relating to effective coverage of refractive errors (eREC) which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as “the Information”).
2. WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposal (RFP) for “Private sector enabled pathways to achieve the eREC target in the Western Pacific Region.” (“the Purpose”), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
  1. was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
  2. was in the public domain at the time of disclosure by or for WHO to the Undersigned;
  3. becomes part of the public domain through no fault of the Undersigned; or
  4. becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality (as evidenced by written records or other competent proof).
5. The Undersigned further undertakes not to use the Information for any benefit, gain or advantage, including but not limited to trading or having others trading in securities on the Undersigned’s behalf, giving trading advice or providing information to third parties for trade in securities.
6. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
7. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
8. Any dispute arising from or relating to this Undertaking, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event of the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Undersigned and WHO or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, with the rules of arbitration of the International Chamber of Commerce. The Undersigned and WHO shall accept the arbitral award as final.
9. Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

**Acknowledged and Agreed:**

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



### **Annex 3: Vendor Information Form**

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

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

#### **Annex 4: Contractual Provisions**

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

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

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

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

For purposes of the Contract, the term “WHO Policies” means collectively: (i) the WHO Code of Ethics and Professional Conduct; (ii) the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; (iii) the WHO 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; and (vi) the UN Supplier Code of Conduct, in each case, as amended from time to time and which are publicly available on the WHO website at the following links: <http://www.who.int/about/finances-accountability/procurement/en/> for the UN Supplier Code of Conduct and at <http://www.who.int/about/ethics/en/> for the other WHO Policies.

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

(i) each legal entity Contractor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response by any of its employees and any other persons engaged by it to perform any services under the Contract; and (ii) promptly report to WHO and respond to, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the contractor becomes aware; and

(ii) each individual Contractor warrants that he/she will (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; and (ii) promptly report to WHO, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Contractor becomes aware.

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



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

i. it is not and will not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it will not make any payment or provide any other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;

ii. it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract; and

iii. the Contractor shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to WHO without delay.

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

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

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

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

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

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

8. **Audit.** WHO may request a financial and operational review or audit of the work performed under the Contract, to be conducted by WHO and/or parties authorized by WHO, and the Contractor undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the implementation of the work performed under the Contract, or within five years of completion of the work. In order to facilitate such financial and operational review or audit, the Contractor shall keep accurate and systematic accounts and records in respect of the work performed under the Contract.



The Contractor shall make available, without restriction, to WHO and/or parties authorized by WHO:

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

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

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

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