

Long Term Agreement to support behavioural science at WHO

Request for Proposals (RFP)

Bid Reference

2022-042_HQ-EXT_BehaviouralScience

Country/Unit Name

Behavioural Insights Unit (BI Unit)



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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 and select a suitable Contractor to carry out the following work:

Human behaviour affects health outcomes. Behavioural evidence on what influences behaviours at the individual, community, and population level can improve the design of policies and programmes, communications, products and services aimed at achieving better health for all. Considering this, WHO aims to promote and enable the systematic use of behavioural and social sciences in public health across the three levels of the organization – headquarters, regional offices and country offices. The establishment of Long Term Agreements (LTAs) seeks to support these efforts and ensure expert services are available for teams working in all WHO offices.

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

WHO is an Organization that is dependent on the budgetary and extra-budgetary contributions it receives for the implementation of its activities. Bidders are, therefore, requested to propose the best and most cost-effective solution to meet WHO requirements, while ensuring a high level of service.

1.2 About WHO

1.2.1 WHO Mission Statement

The World Health Organization was established in 1948 as a specialized agency of the United Nations. The objective of WHO (www.who.int) is the attainment by all peoples of the highest possible level of health. "Health", as defined in the WHO Constitution, is a state of complete physical, mental and social well-being and not merely the absence of disease or infirmity. WHO's main function is to act as the directing and coordinating authority on international health work.

1.2.2 Structure of WHO

The World Health Assembly (WHA) is the main governing body of WHO. It generally meets in Geneva in May of each year and is composed of delegations representing all 194 Member States. Its main function is to determine the policies of the Organization. In addition to its public health functions, the Health Assembly appoints the Director-General, supervises the financial policies of the Organization, and reviews and approves the proposed programme budget. It also considers reports of the WHO Executive Board, which it instructs with regard to matters upon which further action, study, investigation or report may be required.

The Executive Board is composed of 34 members elected for three-year terms. The main functions of the Board are to give effect to the decisions and policies of the WHA, to advise it and generally to



facilitate its work. The Board normally meets twice a year; one meeting is usually in January, and the second is in May, following the World Health Assembly.

The WHO Secretariat consists of some 8,400 staff at the Organization's headquarters in Geneva, in the six regional offices and in countries. The Secretariat is headed by the Director-General, who is appointed by the WHA on the nomination of the Executive Board. The head of each regional office is a Regional Director. Regional directors are appointed by the Executive Board in agreement with the relevant regional committee.

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

The Behavioural Insights Unit (BI Unit) in WHO Headquarters, established in 2020 by WHO Director-General, has the mandate to expand the use of behavioural science at WHO across the three levels.

The BI Unit runs the 'Behavioural Sciences for Better Health Initiative' to promote and enable the systematic use of behavioural and social sciences in public health across the work of WHO and that of its partners. Within WHO, the initiative provides support for the use of behavioural and social sciences as part of policy development, programme design, research, communication and advocacy, and capacity building and training across all disease areas and teams. The nature of the collaboration with technical teams varies from the provision of strategic advice to project delivery working with Country or Regional Offices. In order to broaden the use of behavioural and social sciences across the organization, as part of its mainstreaming strategy, the BI Unit is developing a series of mechanisms, resources and tools (a one-stop-shop concept for providing tailored technical support) that facilitate the inclusion of behavioral data and evidence into WHO. The creation of LTAs is one of such mechanisms.

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1.3 Definitions, Acronyms and Abbreviations

WHO	World Health Organization
LTA	Long Term Agreement
BI Unit	Behavioural insights Unit
LMIC	Low- and middle-income countries



2. BACKGROUND

Description of the existing activities **currently** undertaken by Behavioural Insights Unit (BI Unit), i.e. prior to the publication of this Request for Proposals, and related to its objectives.

2.1 Overview

WHO is currently engaged in behavioural and social science work across the three levels of the organisation. While the BI Unit, based in Headquarters, is a centralised team supporting teams and projects across the house, much of the use of behavioural insights happens in projects and programmes run by other technical teams as varied as anti-microbial resistance, emergencies or sexual and reproductive health and research.

In addition to the BI Unit in Headquarters, there are teams and individuals with behavioural insights and social science expertise sitting within the regional offices (e.g. the Behavioural and Cultural Insights Unit within the WHO Regional Office for Europe) and within technical teams (e.g. a behavioural science expert within the Immunization, Vaccines and Biologicals team).

The establishment of LTAs seeks to support all colleagues in the organization requiring specialist behavioural and social science expertise.

3. REQUIREMENTS

3.1 Introduction

WHO requires the successful bidder, the Contractor, to provide specialized services related to the application of behavioural sciences to public health policies and programmes.

3.2 Characteristics of the Contractor

3.2.1 Status

The Contractor shall be a for profit or not for profit institution operating in the field of behavioural and social sciences. Please note there is a 5-7% overhead/indirect costs limit for non-profit institutions.

3.2.2 Accreditations

An accreditation (ISO 9001 or equivalent; other in a relevant field or specific accreditation/certification) or an on-going accreditation process by a certified accreditation body would be an asset (desirable).

3.2.3 Previous experience

Mandatory:

- Proven experience in the field of behavioural insights applied to health.
- Previous work with WHO, other international organizations and/or major institutions in the field of behavioural and social science ;
- Previous experience working in low- and middle-income countries

3.2.4 Staffing

The selected firms are expected to dedicate highly experienced and competent human resources with skills tailored towards the likely needs of WHO.

Projects will likely require:

- Teams with expert knowledge in:
 - Applying behavioural theory and frameworks to behavioural problems
 - Using behavioural evidence in the design of solutions or projects to behavioural problems
 - Research, design and execution
- All staff with full professional working proficiency/native or bilingual proficiency.

3.3 Work to be performed

Applying behavioural and social sciences requires a multidisciplinary approach and the adoption of theory, methods, research, practical tools and techniques drawn from psychology, sociology, anthropology, communications, marketing, economics, systems thinking and design thinking, among others. Due to the breadth incorporated in the umbrella term 'behavioural sciences', the specifications outlined in this document are broad – from skills in academic literature reviews to in-country data collection or intervention design and evaluation.



To accommodate the breadth of services, and the global nature of the request, providers must show they meet all of the ‘eligibility criteria’ and a number of the ‘service requirements’. Both of these are considered in the technical evaluation.

3.3.1 Key requirements

To be considered, providers must meet the following pass/fail eligibility criteria. This criteria forms part of the ‘technical evaluation’.

Eligibility Criteria	Description
1. Proven ability to apply behavioural and social sciences to health	Track record of applying behavioural and social sciences in addressing health problems. This includes the use of behavioural insights and behavioural evidence in projects and programs with documented impact.
2. Track record of working in diverse settings	Experience working in diverse contexts (e.g. low- and middle-income or humanitarian settings) with local teams and a strong focus on cultural, environmental and social influences on behaviours. [Note: Bidders based in high income settings but with operational capacity in LMIC settings are eligible.] Bidders will be asked to describe their experience in Appendix 2.
3. Strong multi-country regional presence in at least 1 WHO region	Experience working across a number of WHO regions or having a strong presence and experience working in a number of countries within a single region. Bidders will be asked to outline their regional and country working capacity by filling in the table in Appendix 3.
4. Experience working with International Organizations or governments	Experience working in partnership with national governments, international organizations or other development agencies drawing on strong project management skills and processes. Bidders will be asked to list their experience in Appendix 4.

Additionally, to be considered, providers must have expertise delivering a number (**but not all**) of the following service requirements. **Vendors must clearly state the service requirements they are able to perform and provide sufficient evidence of expertise and prior experience for each requirement. Appendix 1** should be included in the bidder’s technical proposal to summarize which service requirements bidders are able to fulfil.

For each service requirement, a list of minimum services is outlined. Additional expertise over and beyond these minimum service requirements should be highlighted.

Along with the eligibility criteria described above, the service requirement criteria forms part of the technical proposal.

Service Requirements	Description
1. Evidence reviews: Vendors must have experience reviewing and appraising scientific	Essential requirements: 1.1 Demonstrates skills and experience developing and delivering systematic



<p>evidence through rapid evidence reviews, scoping reviews, systematic reviews and other methodologies (e.g. Delphi techniques). Providers must be willing to understand and adhere to WHO standards and ways of working.</p>	<p>reviews, rapid evidence reviews and evidence synthesis and related.</p> <p>1.2 Demonstrates ability to work with peer-reviewed and published evidence as well as grey literature</p> <p>1.3 Demonstrates ability to appropriately appraise and synthesize evidence in a structured and clear manner</p>
<p>2. Data collection:</p> <p>Vendors must be skilled at planning and capturing behavioural data via quantitative, qualitative and mixed methods research. Vendors must also be able to analyze and synthesize data collected (i.e. draft reports; prepare slide decks, presentations, conclusions and recommendations etc).</p>	<p>Essential requirements:</p> <p>2.1 Demonstrates the skills and experience collecting and analyzing quantitative data through surveys, polls, observational studies, telephone or online interviews and other methods. This also includes defining research protocols outlining the data to be collected and obtaining requisite ethics approval</p> <p>2.2 Demonstrates the skills and experience collecting and analyzing qualitative data through in-depth interviews, focus groups, workshops (i.e. using Delphi techniques), observational studies and focus groups. This also includes defining research protocols outlining the data to be collected and obtaining ethics clearance through a variety of boards (university, national, WHO's)</p> <p>2.3 Demonstrates the skills and experience conducting mixed methods research</p> <p>2.4 Demonstrates an ability to analyze, synthesize and present the data and insights collected</p>
<p>3. Intervention design and implementation:</p> <p>Vendors must have experience conducting assessments, formative research, stakeholders consultations and related to define needs and components for behavioural interventions; designing measurable behavioural interventions to change behaviours; including testing, prototyping, and implementing the interventions. For reference, while WHO's understanding of behavioural intervention is broad, for the purpose of</p>	<p>Essential requirements:</p> <p>3.1 Demonstrates experience designing behavioural interventions</p> <p>3.2 Demonstrates experience of conducting lab and field-based testing including framed field experiments, randomized control trials, A/B testing, discrete choice experiments and message testing and other methodologies</p> <p>3.3 Demonstrates experience implementing interventions aligned with the highest level of ethical standards and principles</p>



<p>this RFP, by behavioural interventions we mean any intervention as classified in the behavioural change wheel (Michie et al. 2011).</p>	
<p>4. Data analysis and evaluation: Vendors must have proficiency in the analysis of qualitative and quantitative data using standard software (e.g. R, STATA, SPSS, NVivo, ATLAS.ti etc.). They must be familiar with evaluation and analysis strategies and be able to communicate findings to a variety of audiences.</p>	<p>Essential requirements:</p> <ul style="list-style-type: none"> 4.1 Demonstrates the relevant personnel (statisticians and data scientists) with experience conducting statistical analysis, modelling and qualitative data analysis techniques 4.2 Demonstrates proficiency using analytics software (e.g. R, STATA, SPSS, NVivo, ATLAS.ti and related) 4.3 Able to design, justify and execute various methodologies including statistical and qualitative analysis 4.4 Demonstrates ability to present and share findings to a variety of audiences including country health authorities, expert researchers and WHO technical officers 4.5 Demonstrates experience designing and conducting evaluations which link the outcome of the analysis to policy / program recommendations <p>Desirable:</p> <ul style="list-style-type: none"> 4.6 Ability to use advanced quantitative and qualitative data analysis techniques including the ability to work with large data sets to perform sophisticated population segmentation and analysis 4.7 Able to use data visualisation techniques to bring the data to life e.g. developing dashboards, personas, interactive presentations
<p>5. Capacity building / training: Vendors must have a track record of building behavioural science capacity through evidence-based knowledge transfer programs. This includes the development of new training programs; insertion of behavioural science into existing trainings and programs; tailoring existing learning curriculum to</p>	<p>Essential requirements:</p> <ul style="list-style-type: none"> 5.1 Able to assess the needs of a target groups, develop learning objectives, and apply behaviourally informed learning models and approaches 5.2 Develop training materials integrating current evidence and relevant examples 5.3 Deliver trainings, workshops and seminars (physically or digitally)



meet the needs of specific WHO needs; and delivering training.	<p>delivered) for healthcare practitioners and/or policy makers</p> <p>5.4 Demonstrates experience designing and delivering trainings across a number of countries, dealing with multiple languages and different cultures</p> <p>5.5 Demonstrates experience evaluating trainings</p> <p>5.6 Experience developing supporting materials such as training notes, training handouts, aide-memoir, reminders, reference lists etc.</p>
<p>6. Strategic advisory services: Vendors must have experience providing strategic advice to stakeholders including governments, health authorities, academia or international organizations at a regional or country level.</p>	<p>Essential requirements:</p> <p>6.1 Conducting stakeholder consultations with senior leaders and governments</p> <p>6.2 Experience advising stakeholders on the establishment of behavioural science units or functions</p> <p>6.3 Experience advising on how to scale, monitor and grow existing behavioural and social science teams or capabilities including providing advice related to service offerings, organizational structure, portfolio design and fund raising</p> <p>6.4 Experience advocating for the use of behavioural science in public health</p>
<p>7. Community engagement: Established and proven mechanisms to effectively mobilize and engage communities.</p>	<p>Essential requirements:</p> <p>7.1 Demonstrates capacity and experience engaging communities e.g. stakeholder consultations / workshops / interviews / focus groups etc. Experience with marginalized or vulnerable communities should be specified.</p> <p>7.2 Evidence of existing networks with local community-based organizations and/or non-government organizations in countries for research or project implementation. Vendors will be asked to outline their regional and country working capacity by filling in the table in Appendix 5</p> <p>7.3 Experience mapping stakeholders</p>
<p>8. Access to existing databases: Bidders have access to databases capturing public health data that</p>	<p>Essential requirements:</p>



could be relevant to WHO teams (e.g. annual global survey data on tobacco usage)	8.1 Bidders regularly collect large scale public health related data that WHO could access
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3.3.2 Place of Performance

Depends of the project, vendors will be expected to operate remotely as well as in target countries, via their existing teams or travel arrangements.

3.3.3 Timelines

Mid-2022 for three years in line with the LTA provisions as per Article 1.1. The timelines for specific projects will be stipulated as projects come to fruition.

3.3.4 Reporting requirements

Reporting requirements will be defined at the commencement of each engagement. Requirements typically include weekly status reports and regular project meetings.

3.3.5 Finance and accounting requirements

Payments will be released by WHO against the satisfactory and timely production of deliverables for specific projects.

3.3.6 Performance monitoring

For each project working with WHO, the Contractor will be evaluated on:

- their capacity to deliver products of an optimal technical quality within the agreed timelines;
- the control of the costs;
- their proper and smooth project management (including communication with the Technical Officer, the Project Lead and any other stakeholder);
- their service orientation and responsiveness to WHO's needs and expectations.



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 Annex 7 to this RFP.

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

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

4.2 Intention to Bid

No later than 15/07/2022 17:00 hours Geneva, Switzerland 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 are confirming the bidder’s intention to submit a bona fide proposal and designating a representative to whom communications may be directed, including any addenda.

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

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 WHO, making a presentation, negotiating a contract and any related travel.

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

4.4 Contents of the Proposal

Proposals may offer the total requirements or only part thereof. The bidder shall indicate precisely which specific part of the requirements it intends to provide by completing the Proposal Completeness form, attached hereto as Annex 3.

The bidder is expected to follow the proposal structure described in paragraphs below and otherwise comply with all instructions, terms and specifications contained in, and submit all forms required

pursuant to, this RFP. Failure to follow the aforesaid proposal structure, to comply with the aforesaid instructions, terms and specifications, and/or to submit the aforesaid forms will be at the bidder's risk and may affect the evaluation of the proposal.

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, WHO. 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

Any request for clarification on technical, contractual or commercial matters is to be submitted EXCLUSIVELY via UNGM no later than 05 August 2022 , Geneva, Switzerland time.

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

The WHO Behavioural Insights Unit (BI Unit) 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 WHO's responses to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the RFP.

There shall be no individual presentation by or meeting with bidders until after the closing date for submission of proposals. From the date of issue of this RFP to the final selection, contact with WHO officials concerning the RFP process shall not be permitted, other than through the submission of queries as per the process described above, and/or through a possible presentation or meeting called for by WHO, in accordance with the terms of this RFP.

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 WHO once the deadline for submission of proposals has passed.

The proposal shall include the complete technical and financial proposals and requested supporting documents (marked clearly **Bid Ref 2022-042_HQ-EXT_BehaviouralScience**):

- All information and documentation related to the technical proposal (including the attached Annexes 2, 3 and 6 and the "Information about Bidders" as listed in Annex 4) shall be uploaded in UNGM, "Tender Documents" tab, under "Technical Envelope" ONLY.

- All information and documentation related to the financial proposal (including the attached Annex 5: Acceptance Form) shall be uploaded in UNGM, “Tender Documents” tab, under “Financial Envelope” ONLY.

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

4.8 Formatting and Naming of Proposals

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

Technical Proposal_Bidder’sName_ 2022-042_HQ-EXT_BehaviouralScience

and

Financial Proposal_Bidder’sName_ 2022-042_HQ-EXT_BehaviouralScience

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

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

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

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

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

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

4.10 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of 180 calendar days after the closing date for submission of proposals. A proposal valid for a shorter period may be rejected by WHO. In exceptional circumstances, WHO may solicit the bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its proposal.

4.11 Closing Date for Submission of Proposals

Proposals must be submitted EXCLUSIVELY via UNGM and not later than 15/08/2022 17:00 hours, Geneva, Switzerland time.

No late submissions of proposals will be possible or accepted. Bidders are therefore advised to ensure that they have taken all steps to submit their proposals in advance of the above closing date and time, including complying with any technical requirements of the UNGM system.



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

4.12 Modification and Withdrawal of Proposals

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

No proposal may be modified after the closing date for submission of proposals, unless WHO has issued an amendment to the RFP allowing such modifications (see section 4.14).

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

4.13 Receipt of Proposals from Non-invitees

WHO may, at its own discretion, if it considers this necessary and in the interest of the Organization, extend the RFP to bidders that were not included in the original invitation list.

4.14 Amendment of the RFP

WHO may, at any time before the closing date for submission of proposals, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the RFP by written amendment. Amendments could, *inter alia*, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission of proposals (4.11).

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

4.15 Proposal Structure

The contents of the bidder's proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the information listed in sections 4.15.2 to 4.15.4 below.

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

4.15.1 Acceptance Form

The bidder's proposal must be accompanied by an Acceptance Form (Annex 5) signed by a duly authorized representative of the bidder and stating:

- That the bidder undertakes on its own behalf and on behalf of its possible partners and Contractors to perform the work in accordance with the terms of the RFP;
- The total cost of the proposal, indicating the United Nations convertible currency¹ used (preferably US Dollars);

¹ <https://treasury.un.org/operationalrates/default.php>



- The number of days the proposal is valid (from the date of the form) in accordance with section 4.10.

4.15.2 Executive Summary

The bidder's proposal must be accompanied by an Executive Summary (of 4 pages maximum) summarizing the experience of the bidder and their response to each of the service requirements. The Executive Summary should also indicate which service requirements the bidder is able to fulfil (see table in Appendix 1).

4.15.3 Meeting eligibility criteria and services requirements:

An explanation of how the bidder can meet or exceed the eligibility criteria and service requirements outlined in section 3.3.1 should be presented. Please note, for some of the eligibility criteria and the service requirements bidders are asked to complete Appendices to enable fair comparison between bidders. These include:

Eligibility Criteria	Corresponding appendix
Track record of working in diverse settings	Appendix 2
Strong multi-country regional presence in at least 1 WHO region	Appendix 3
Experience working with International Organizations or governments	Appendix 4
Service Requirements	Corresponding appendix
<u>Community engagement:</u> Established and proven mechanisms to effectively mobilize and engage communities.	Appendix 5

For all other eligibility criteria and service requirements, bidders should demonstrate their experience and expertise in the body of their proposal. This can include links to articles, tools and/or descriptive text.

4.15.4 Financial Proposal

The Bidders are requested to provide a financial proposal itemizing daily costs/rate per professional service for the duration of the 3-year LTA. The rates shall be used as a basis for any work/offer requested during the duration of the 3-year LTA. Please refer to Annex 5 and Excel Rate Card Form.

4.16 Conduct and Exclusion of Bidders

All bidders must adhere to the UN Supplier Code of Conduct, which is available [on the WHO procurement website](http://www.who.int/about/finances-accountability/procurement/en/https://www.un.org/Depts/ptd/sites/www.un.org/Depts.ptd/files/files/attachm) at the following link:

<http://www.who.int/about/finances-accountability/procurement/en/https://www.un.org/Depts/ptd/sites/www.un.org/Depts.ptd/files/files/attachm>
[ent/page/2014/February 2014/conduct_english.pdf](http://www.who.int/about/finances-accountability/procurement/en/https://www.un.org/Depts/ptd/sites/www.un.org/Depts.ptd/files/files/attachm)

In addition, bidders **shall submit, as part of their proposal submission (under the “Technical” Envelope) a signed Self Declaration form**, attached hereto as **Annex 6**.

Bidders will be excluded if:



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

WHO may decide to exclude bidders for other reasons.



5. OPENING AND EVALUATION OF PROPOSALS

5.1 Opening of Proposals

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

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

There will be no public bid opening.

5.2 Clarification of Proposals

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

5.3 Preliminary Examination of Proposals

WHO will examine the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order. **Technical proposals found to contain financial bid or pricing information will be rejected.** Proposals which are not in order as aforesaid may be rejected.

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

5.4 Evaluation of Proposals

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

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

Technical Weighting:	75 % of total evaluation
Financial Weighting:	25 % of total evaluation

5.4.1 Technical Evaluation

The technical evaluation of the proposals will include:

- the extent to which WHO's requirements and expectations have been satisfactorily addressed;

- the quality of the overall proposal;
- the experience of the firm in carrying out related projects;
- the qualifications and competence of the personnel.

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

A minimum of 80 points is required to pass the technical evaluation.

1. In-depth and nuanced understanding of behavioural and social sciences to health	10
2. Experience working in diverse settings	10
3. Strong multi-country regional presence in at least 1 WHO region	10
4. Experience working with International Organisations or governments,	10
5. Able to deliver multiple service requirements	10
6. Quality of the overall bid, especially the extent to which WHO's service requirements and expectations have been addressed	50
TOTAL	100

The scoring scale per criteria was defined as follows:

Criteria evaluated as:	Based on the following supporting evidence:	Corresponds to the score of:
Excellent	Excellent evidence of ability to exceed requirements	100%
Good	Good evidence of ability to exceed requirements	90%
Satisfactory	Satisfactory evidence of ability to support requirements	70%
Poor	Marginally acceptable or weak evidence of ability to support requirements	40%
Very Poor	Lack of evidence to demonstrate ability to comply with requirements	10%
No submission	Information has not been submitted or is unacceptable	0%

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

Rating the Technical Proposal (TP):

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

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

5.4.2 Financial Evaluation

Financial proposals shall remain sealed until the completion of the technical evaluation. During the financial evaluation, only the price proposals of those bids which have achieved the minimum



technical threshold according to the evaluation process described in section 5.4.1 will be opened and compared.

5.5 Bidders' Presentations

WHO may, during the evaluation period, at its discretion, invite selected bidders to supply additional information on the contents of their proposal (at such bidders' own cost). Such bidders will be asked to give a presentation of their proposal (possibly with an emphasis on a topic of WHO's choice) followed by a "question and answer" session. If required, the presentation will be held at WHO's office, or by tele/videoconference.

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



6. AWARD OF CONTRACT

6.1 Award Criteria, Award of Contract

WHO reserves the right to:

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

WHO has the right to eliminate bids for technical or other reasons throughout the evaluation/selection process. WHO shall not in any way be 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.**

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

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

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

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

6.4 WHO's Right to enter into Negotiations

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

6.6 Publication of Contract

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

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 Access), 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 Access

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.

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 indicated under 3.3.2.

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 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.

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 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.

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 on Sexual Exploitation and Abuse Prevention and Response 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 persons engaged by it to perform any 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 and 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 from WHO, the Contractor shall immediately notify WHO of such violation or potential violation. WHO, in its sole discretion, shall determine the course of action to remedy such violation or prevent such potential violation, in addition to any other remedy available to WHO under the Contract or otherwise.

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 with reports. Such reports shall include detailed time distribution information in the form requested by WHO and shall cover problems, meetings, progress and status against the implementation timetable.

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 reserves the right to request the Contractor to provide WHO with adequate documentary evidence attesting this for each Contractor Personnel.

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



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

The Contractor acknowledges that WHO may elect to engage third parties to participate in or oversee certain aspects of the project and that WHO may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents cooperate, in good faith, with such third parties and with any WHO in-house resources.



9. LIST OF ANNEXES AND APPENDICES

Annex 1	Acknowledgment Form
Annex 2	Confidentiality Undertaking
Annex 3	Proposal Completeness Form
Annex 4	Information about Bidder
Annex 5	Acceptance Form
Annex 6	Bidder Self-Declaration Form
Annex 7	UNGM Guide

Appendix 1	List of service requirements bidder is able to fulfil
Appendix 2	Template for work in low- and middle-income or humanitarian settings
Appendix 3	Template for regional presence
Appendix 4	Template for experience working in International Organizations (IOs) or Governments
Appendix 5	Template for local partnerships and community engagement



Request for Proposals: 2022-042_HQ-EXT_BehaviouralScience

Annex 1: Acknowledgement Form*To be submitted as Intention to Bid (refer paragraph 4.2) together with Annex 2.*

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

☐ **Intention To Submit A Proposal**

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we intend to submit a proposal **on or before 15/08/2022 at 17:00 hours Geneva, Switzerland time.**

☐ **Non-Intention To Submit A Proposal**

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we do not intend to submit a proposal for the following reasons:

Insert reason here

Bidder's Contact Information is as follows:

Entity Name:	.....
UNGM Registry number:	.....
Mailing Address:	..... ..... .....
Name and Title of duly authorized representative:	.....
Signature:	
Date:	.....



Request for Proposals: 2022-042_HQ-EXT_BehaviouralScience

Annex 2: Confidentiality Undertaking

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

1. The World Health Organization (WHO), acting through its Department of Behavioural Insights Unit (BI Unit), has access to certain information relating to this RFP which it considers to be proprietary to itself or to entities collaborating with it ("the Information").
2. WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposal (RFP) for the Long Term Agreement to support behavioural science at WHO 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:

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



Request for Proposals: 2022-042_HQ-EXT_BehaviouralScience

Annex 3: Proposal Completeness Form

To be uploaded in UNGM, "Tender Documents" tab, under "Technical Envelope" ONLY.

Section	Requirement	Completed in full (Yes/No)
Annex 2	Confidentiality undertaking form TO BE UPLOADED IN TECHNICAL ENVELOPE)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 3	Proposal completeness form TO BE UPLOADED IN TECHNICAL ENVELOPE)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 4	Information about Bidder TO BE UPLOADED IN TECHNICAL ENVELOPE)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 5	Acceptance form and Excel Rate Card TO BE UPLOADED IN FINANCIAL ENVELOPE	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 6	Self-Declaration Form TO BE UPLOADED IN TECHNICAL ENVELOPE	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.15.1 to 4.15.5	Technical Proposal , including: - Executive Summary, - An explanation of how the bidder can meet or exceed the service requirements TO BE UPLOADED IN TECHNICAL ENVELOPE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Appendix 1	Appendix 1_List of service requirements the bidder is able to fulfil TO BE UPLOADED IN TECHNICAL ENVELOPE	<input type="checkbox"/> Yes <input type="checkbox"/> No
Appendix 2	Appendix 2_Template for work in LMIC or humanitarian settings) TO BE UPLOADED IN TECHNICAL ENVELOPE	<input type="checkbox"/> Yes <input type="checkbox"/> No
Appendix 3	Appendix 3_Template regional presence TO BE UPLOADED IN TECHNICAL ENVELOPE	<input type="checkbox"/> Yes <input type="checkbox"/> No
Appendix 4	Appendix 4_Template for experience working in IOs or govts TO BE UPLOADED IN TECHNICAL ENVELOPE	<input type="checkbox"/> Yes <input type="checkbox"/> No
Appendix 5	Appendix 5_Template for local partnerships and community engagement TO BE UPLOADED IN TECHNICAL ENVELOPE	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.15.6	Financial Proposal for the chosen service/s requirements as per Appendix 1 TO BE UPLOADED IN FINANCIAL ENVELOPE	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

The enclosed proposal is valid for _____ days* from the date of this form.

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

Agreed and accepted,



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

Request for Proposals: 2022-042_HQ-EXT_BehaviouralScience**Annex 4: Information about Bidder**

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

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
	1.2 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)</i>

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



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Annex 5: Acceptance Form

To be uploaded in UNGM, "Tender Documents" tab, under "Financial Envelope" ONLY.

The Undersigned,, confirms to have read, understood and accepted the terms of the Request for Proposals (RFP) No. 2022-042_HQ-EXT_BehaviouralScience , and its accompanying documents. If selected by WHO for the work, the Undersigned undertakes, on its own behalf and on behalf of its possible partners and Contractors, to perform Long Term Agreement to support behavioural science at WHO in accordance with the terms of this RFP and any corresponding contract between WHO and the Undersigned, for the rates/fees indicated on the attached Excel Rate Card Form.

The enclosed proposal is valid for _____ days from the date of this form.

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

Agreed and accepted, on _____ Date

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

Request for Proposals: 2022-042_HQ-EXT_BehaviouralScience**Annex 6: Self Declaration Form**

To be uploaded in UNGM, "Tender Documents" tab, under "Technical Envelope" ONLY.

Applicable to private and public companies

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

- 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:	..... ..... .....
Name and Title of duly authorized representative:	.....
Date:	.....
Signature:	

**Annex 7:** **UNGM guide**

Instructions on how to register with WHO and access WHO tenders