

**Antimicrobial resistance and understanding governance and best practices to support policy development to reduce AMR**

*Request for Proposals (RFP)*

*Bid Reference 2016/EURO-RDO/OBS/001*

*Unit Name European Observatory on Health Systems and Policies*



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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: a review of the evidence on antimicrobial resistance (AMR) and analysis to generate an understanding of governance and best practices to support policy development to reduce AMR.

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](http://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 7,600 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 current Director-General is Dr Margaret Chan. 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 Cluster/Service/Unit

The European Observatory on Health Systems and Policies (Observatory) is a partnership hosted by WHO that brings together national governments, international organizations and others to generate evidence for decision-makers. The Partners identify the priorities that are

most relevant to policy-making in the European Region and the Observatory's core staff and its networks provide country and topic specific research and analysis to meet those priorities. The Observatory has four core functions: country monitoring, analysis, comparative performance of health systems, and knowledge brokering. Their collective objective is to equip Europe's policy-makers and their advisors with the frameworks, information and comparative evidence they need to take the best choices possible.

The Observatory is planning to commission a project to address antimicrobial resistance (AMR) within the context of European Commission thinking on the 'one health' dimension, animal health, environment and other sectors.

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### 1.3 Definitions, Acronyms and Abbreviations

*AMR* antimicrobial resistance

## 2. DESCRIPTION OF SUBJECT / PRESENT ACTIVITIES

### 2.1 Overview

The global rise of antimicrobial resistance (AMR) threatens the huge benefits that have flowed from the discovery of penicillin. It signals the (potential) move to a 'post-antibiotic era' where common infections are once again fatal. Some EU states already experience resistance levels exceeding 25%, in several key pathogens and others are surpassing 50% resistance rates in most WHO regions<sup>1</sup>. The *Lancet Infectious Diseases* has identified the emergence of MCR-1, a plasmid-mediated colistin resistance mechanism, as heralding the breach of the last group of antibiotics, polymyxins<sup>2</sup>. The European Centre for Diseases Prevention and Control (ECDC) estimates that 25,000 patients die each year from AMR in Europe<sup>3</sup> while RAND Europe has estimated that failing to act on AMR will lead to additional 10 million lives being lost each year to drug-resistant disease strains by 2050, at a cost to the world economy of 100 trillion USD<sup>4</sup>.

While resistance is a natural phenomenon, a number of factors accelerate the rate of its development as flagged in the Council conclusions on the impact of AMR and the 'One Health' perspective<sup>5</sup>. There is a clear positive correlation between antibiotic consumption and AMR<sup>6</sup>. Increased consumption may be related to inappropriate physician prescribing, patients' non-adherence to prescribed therapy and the availability of 'over-the-counter' antibiotics. There is also widespread use of antibiotics in livestock, to treat and prevent infections and as animal growth promoters<sup>7</sup>. Rationalization of antibiotics via stewardship programmes is crucial in reducing the consumption rate; including targeted prescribing, the development of rapid diagnostic tests and widely available surveillance data. Action is also needed to incentivize research and development in the field of new antibiotics. The proposed Observatory study will generate evidence to support development of a comprehensive strategy and actions to curb the rising threat of AMR in Europe.

### 2.2 Objectives of the activity

The Observatory aims to commission a study which seeks

- To identify actions being used to contain AMR in human health in EU Member States and other high-income countries and understand the contexts in which they work and
- To present the evidence such that it can inform policy development.

The project is expected to deliver:

- Mapping and analysis of current practices in the 28 EU Member States and selected other high-income countries
- Report of good practices cataloguing governance models that work in particular contexts
- Draft volume of evidence setting out: the state of knowledge with respect to the effectiveness and cost-effectiveness of actions aimed at tackling AMR; case studies of good

<sup>1</sup> World Health Organisation. Antimicrobial resistance: global report on surveillance. (2014). at [http://apps.who.int/iris/bitstream/10665/112642/1/9789241564748\\_eng.pdf?ua=1](http://apps.who.int/iris/bitstream/10665/112642/1/9789241564748_eng.pdf?ua=1)

<sup>2</sup> Liu, Y.-Y. et. al. Emergence of plasmid-mediated colistin resistance mechanism MCR-1 in animals and human beings in China: a microbiological and molecular biological study. *Lancet Infect Dis* 16, 161-168 (2015.)

<sup>3</sup> ECDC/EMA Joint Technical report. The bacterial challenge: time to react. 2009 at.

[http://www.ecdc.europa.eu/en/publications/Publications/0909\\_TER\\_The\\_Bacterial\\_Challenge\\_Time-to\\_React.pdf](http://www.ecdc.europa.eu/en/publications/Publications/0909_TER_The_Bacterial_Challenge_Time-to_React.pdf). Last accessed 24-11-2014.

<sup>4</sup> The Review on Antimicrobial Resistance. *Antimicrobial resistance: Tackling a crisis for the health and wealth of nations*. (2014). at <<http://amr-review.org/sites/default/files/Report-52.15.pdf>>

<sup>5</sup> [http://www.consilium.europa.eu/uedocs/cms\\_data/docs/pressdata/en/lsa/131126.pdf](http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/lsa/131126.pdf) and [http://www.consilium.europa.eu/uedocs/cms\\_data/docs/pressdata/en/lsa/145976.pdf](http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/lsa/145976.pdf)

<sup>6</sup> Antimicrobial resistance in G7 countries and beyond – OECD. Cecchini, M. et. al. <http://www.oecd.org/els/health-systems/Antimicrobial-Resistance-in-G7-Countries-and-Beyond.pdf>.

<sup>7</sup> Hollis, A., Ahmed, Z. The path of least resistance: Paying for antibiotics in non-human uses. *Health Policy* 118, 264-270 (2014)



**World Health  
Organization**

Unit Name European Observatory on Health Systems and Policies

practices; and a discussion of the challenges to scaling up of local good practices to the national level and transferring them across countries.

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### **2.3 Activity coordination**

The activity is an integral part of the Observatory's work plan. Contractors are expected to plan for coordination with the Observatory and its networks including the OECD. Coordination with the project lead and with other Observatory activities from within WHO will be by Suszy Lessof.



### 3. REQUIREMENTS

#### 3.1 Introduction

WHO requires the successful bidder, the Contractor, to carry out task - a review of the evidence on antimicrobial resistance (AMR) and analysis to generate understanding of governance and best practices to support policy development to reduce AMR".

#### 3.2 Characteristics of the provider

##### 3.2.1 Status

The provider shall be a team or organization that may be for profit or not for profit and should operate in the field of health systems research, policy analysis and knowledge brokering with proven expertise in pharmaceutical policy and comparative research. It should

- Have a recognized track record in the field and enjoy respect both in the academic and policy communities
- Demonstrate the range of methodological and analytic strengths that will be required to deliver this work
- Be able to draw on a mix of disciplines and skills
- Be independent and recognized for delivering work that is credible, of high quality and able to inform decision-making and
- Comply with WHO due diligence requirements and so present no risk of reputational damage through association, to the Observatory or its Partners.

##### 3.2.2 Accreditations

- Any national accreditation on research or employment standards and any accreditation compliant with ISO requirements, specifications, guidelines or characteristics on international standards may be included in the proposal but there is no required accreditation.

##### 3.2.3 Previous experience

- Previous work with WHO, other international organizations and/or major institutions in the field of comparative health systems research and pharmaceutical policy
- Proven experience in knowledge brokering, working with policy makers, and managing and delivering international, comparative research projects.

##### 3.2.4 Logistical capacity

- Not applicable to this project

##### 3.2.5 Staffing

- Staff dedicated to the Project, or specified phases thereof, on a full-time or part-time basis as the contractor deems appropriate.



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### 3.3 Work to be performed

#### 1. Mapping and analysis

- To develop a framework to capture policies, governance structures and national actions aimed at AMR
- To establish a network of country experts / researchers to identify and understand AMR initiatives in context
- To work with the network and framework to map European Union Member State (EU MS) national/sub national governance initiatives designed to tackle AMR and in selected OECD Member States
- To capture and analyze effective governance structures / stewardship actions to combat AMR, documenting national/sub-national approaches in EU MS and other key countries
- To identify good practices (for example in the use of targets or effective sub-national plans)
- To carry out analysis to understand the good practices identified including
  - The context issues that support implementation / the role of context in the success of containment strategies
  - The scope to expand them and
  - The blocks to scaling up at the national level and / or to international transfer
- To establish a baseline for future work on 'one health' elements not covered, including by identifying focal points able to take forward mapping and analysis
- To generate evidence that will support the development of European Commission
  - Recommendations to strengthen policies and
  - Targets for EU level action and coordinated governance.

#### 2. Presenting the evidence

- To deliver a report cataloguing good practices as identified in the mapping exercise
- To develop a framework for a book for publication to include, so far as is possible, evidence on
  - Effectiveness and cost-effectiveness
  - Implementation and enforcement
  - Accountability, and
  - Potential obstacles to scaling up or transferring across countries those approaches which work.
- To identify and commission suitable chapter authors to contribute to the planned book
- To steer the drafting of the book
- To produce a final draft (authored) book that captures and makes accessible evidence on best practices and the contexts in which they are effective.

#### 3.3.1 Key requirements

Proposals setting out the key requirements below should be very concise (and be supported by annexes including CVs, list of country experts, list of relevant experience) and should set out

1. The members of the proposed team with particular reference to the project leader
2. An indication of the country experts / networks the team has access to for the 28 EU MS
3. The team's track record in comparative health systems research and in pharmaceutical policy as evidenced by publications in the peer-reviewed literature and policy reports
4. Demonstrated evidence of the team's knowledge of the EU regulatory environment and EU policies
5. The team's track record in the areas of AMR and/or use of antibiotics, containing resistance, incentives for development of responses to AMR, prudent antibiotic use, strategic responses to AMR, governance and stewardship as evidenced by publications in the peer-reviewed literature, books and policy reports
6. The team's track record in generating evidence (and analysis and evidence informed options) for policy making and presenting evidence such that it can be used by decision makers, including experience with knowledge brokering for national, international and



- European policy development or target setting (particularly for EU level action)
7. Demonstrated evidence of the team's knowledge of and access to existing work, projects, and analysis on AMR including related work by the OECD and expertise in the European Commission (particularly its public health, food chain, country knowledge, environment, animal health, crisis management, stakeholder and international relations units, its work on the 'one health' dimension and / or its Task Force on AMR)
  8. A succinct description of the approach the team will be employing to meet project's goals as specified in the terms of reference to identify best practices in policies, governance structures and actions to contain AMR in human health
  9. Plans for management and coordination within the team, including a risk assessment
  10. Plans for coordination with the Observatory and its networks including the OECD
  11. Proposals for any publications in addition to those already listed in the terms of reference to disseminate the findings
  12. A timetable for implementation
  13. A budget inclusive of all expenses in the format at Additional Template A (please note that WHO is exempt from VAT).

Submission specifications are at Format and Signing of Proposals (4.7) and should include, in addition to the proposal capturing the requirements above, technical information as follows:

- CVs or the project lead and up to 4 other key team members (not to exceed 5 pages)
- A list of country expertise (1 page maximum)
- A list giving a succinct outline of up to five (5) examples of relevant project experience in the last five years demonstrating relevant track record, expertise and so on (using Information about Bidders 4.15.3 section 2 of the table as guidance and not exceeding 2 pages).

### 3.3.2 Reporting requirements

- The project is expected to have a coordinator or research manager responsible for the tasks and outputs and for reporting blocks and delays. Reporting requirements are for
  - Monthly reviews (by telephone) of progress or blocks and to ensure synergies between the project and the Observatory's wider work
  - Quarterly email updates against milestones for the Observatory's evaluation focal point with phone follow up if required
  - One page narrative report on submission of project outputs
  - Financial report of project expenditures.

### 3.3.3 Finance and accounting requirements

A detailed invoice is required prior to any disbursement of funds to the supplier.

### 3.3.4 Performance monitoring

The Observatory expects to review the quality of work as it progresses and for the

- The best practice report to be reviewed by the Commission counterparts
- The authored volume to be sent for external peer review

Work will only be deemed to be complete when the reviewers comments have been taken on board to the satisfaction of the Observatory and when the Commission has signed off the quality of the outputs.

### 3.3.5 Further Capacities

It is hoped that the Contractor will

- Be willing to take part in knowledge brokering activities should funding become available after the completion of the project
- Be willing to take on further work in this area should funding become available.

#### 4. INSTRUCTIONS TO BIDDERS

Bidders should follow the instructions set forth below in the submission of their proposal to WHO.

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##### 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.

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##### 4.2 Intention to Bid

**No later than 05.10.2016, 17:00 Central European Time**, the bidder shall complete and return by both email to WHO:

1. The RFP **2016/EURO-RDO/OBS/001** Acknowledgement form, attached hereto as Annex 1, signed as confirmation of the bidder's intention to submit a *bona fide* proposal and designate its representative to whom communications may be directed, including any addenda; and
2. The RFP **2016/EURO-RDO/OBS/001** Confidentiality form, attached hereto as Annex 2, signed.
- Email for submissions of acknowledgement confidentiality forms:  
[info@obs.euro.who.int](mailto:info@obs.euro.who.int)

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##### 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.

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##### 4.4 Contents of the Proposal

Proposals may offer the total requirement or only part thereof. The bidder shall indicate precisely which specific part of the requirement 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 paragraph 4.15 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.

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##### 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

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than 08.10.2016, 17:00 Central European Time, Seven (7) working days prior to the closing date for the submission of offers.:

Email for submissions of all queries: [info@obs.euro.who.int](mailto:info@obs.euro.who.int)  
(use subject: WHP Bid Ref. **2016/EURO-RDO/OBS/001** )

The **European Observatory on Health Systems and Policies** Team at WHO will respond in writing (via email only) to any request for clarification of the RFP that it receives by the deadline indicated above.. A consolidated document of WHO's response 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. Questions are to be submitted through use of the form "Questions from Bidders", attached hereto as Annex 4.

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

#### 4.7 Format and Signing of Proposals

The bidder shall submit four (4) hard copies each of the complete proposal by the closing date set forth in section 4.11 to the address in section 4.8. Each complete proposal should include the following:

- Hard copy of proposal and supporting documents (marked clearly **Bid Ref 2016/EURO-RDO/OBS/001** )
- Signed Acceptance Form, attached hereto as Annex 5
- CD-ROM containing electronic copy of proposal and supporting documents

Please also note the following instructions for preparation of the Proposal:

- 1) The four (4) copies shall be labelled "Master Copy" and "Copy1", "Copy2" and so on, as appropriate. The bidder must ensure that the content of all copies is identical. If at any time a difference is discovered between any copies of the proposal then the "Master Copy" will prevail as the official copy.
- 2) The four (4) hard copies shall be unbound, provided in binders from which pages may be removed easily. Dividers may be used to separate sections of the document, if needed.
- 3) All pages of the proposal shall be numbered in the format 'Page X of Y'.
- 4) All four (4) copies of the proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to represent the bidder, submit a proposal and bind the bidder to the terms of the RFP. A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the proposal.

- 5) The electronic copies of the proposal and supporting documents on the four (4) CD-ROMs should be in PDF, or MS Word compatible format. The Responses to the Requirements should be submitted as
- A very concise bid (supported by annexes as below)
  - A summary of the CV of the project lead and of up to 4 other key members of the team that will be core to delivering the project as set out in the Terms of Reference (the CVs together should not exceed 5 pages)
  - A list of country expertise, experts or networks (not exceeding 1 page)
  - A list giving a succinct outline of up to five (5) examples of relevant project experience in the last five years demonstrating relevant track record, expertise and so on (using Information about Bidders 4.15.3 section 2 of the table as guidance and not exceeding 4 pages).
  - A Gantt chart setting out the proposed timeline for the work
  - A financial proposal detailing labour costs and expenses
- 6) The financial proposal should be submitted as a read only PDF file using the format provided in Additional Template A
- 7) The Information about Bidders requested at 4.15.3 is in two parts. Part [1] of the table (corporate, staffing, financial and legal) is required as described below. However, Part [2] has been largely incorporated into the bid structure above. Please note therefore that Experience and Reference Contact Information at [2] of the table is to be treated as suggested guidance for compiling the list of relevant project experience. The full list may not exceed 4 pages and should include for each project: project name (2.1), description (2.1.1), status (2.1.2), reasons for relevance (2.1.3) and note of team members involved in the current proposal (2.1.5) with additional note on roles and responsibilities (2.1.4) only if appropriate and space allows.

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#### 4.8 Sealing and Marking of Proposals

Four (4) copies of the complete proposal must be sent by registered mail, via courier or hand delivered, in a **sealed** envelope or parcel to the following address:

**Office** European Observatory on Health Systems and Policies,

**Bid Ref: 2016/EURO-RDO/OBS/001**

**Attn: Suszy Lessof**

**World Health Organization**

Eurostation (Office 07C020)

Place Victor Horta, 40/10 - 1060

Brussels, Belgium

**NOTE:** If the envelopes are not sealed and marked as per the instructions in this clause, WHO will not assume any responsibility for the misplacement or premature opening of the proposal and may – at its discretion – reject the proposal. If the envelopes are delivered by hand, it shall be the bidder's responsibility to ensure that they are dated and signed for receipt (with an indication of the time of receipt) by an employee of WHO upon their delivery.

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#### 4.9 Exclusion of Submission of Offers by E-mail

Only hard copies are acceptable as official bid entries. Under no circumstances shall offers be submitted to WHO by E-mail.

Any and all bidders submitting an offer by such means shall be disqualified and their offer rejected.

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#### 4.10 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of 120 calendar days after the closing date. 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.

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#### 4.11 Closing Date for Submission of Proposals

**Proposals must be received at WHO at the address specified in section 4.8 no later than 18/10/2016 17:00 hours, Central European time.**

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

Any proposal received by WHO after the closing date for submission of proposals may be rejected.

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#### 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 that written notice via email of the withdrawal is received by WHO prior to the closing date.

The bidder's withdrawal notice shall be addressed, sealed and marked in accordance with section 4.8 to be received before the closing date referred to in section 4.11. An advance copy of the withdrawal notice may also be sent by email but must be followed by a signed confirmation copy received by the closing date.

- Email for withdrawal of proposal: [info@obs.euro.who.int](mailto:info@obs.euro.who.int)

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 and the expiration of the period of proposal validity specified by the bidder in the proposal in accordance with section 4.10.

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#### 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.

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#### 4.14 Amendment of the RFP

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

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

#### 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 4.15.3 to 4.15.7 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 a transmittal letter (in the form of Annex 5, attached) signed by a duly authorized representative of the bidder and stating:

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

##### 4.15.2 Executive Summary

The bidder's proposal must be accompanied by an Executive Summary/Proposed Solution.

##### 4.15.3 Information about Bidders

Bidders should include the following information in their bids. Bidders who are individuals should include in their bids the information that is relevant to individuals.

Information about Bidders	
<b>1</b>	<b>Company Information</b>
<b>1.1</b>	<b>Corporate information</b>
1.1.1	Company mission statement
1.1.2	Service commitment to customers and measurements used
1.1.3	Organization structure
1.1.4	Geographical presence
1.1.5	Relevant experience (include description of those parts of your organization that would be involved in the performance of the work)
<b>1.2</b>	<b>Staffing information</b>
1.2.1	Number and Geographical distribution of staff
1.2.2	Number of consultants employed on similar projects in each of the past three years
1.2.3	Staff turnover rate for the past three years
<b>1.3</b>	<b>Audited financial statements</b> for the past three (3) years
<b>1.4</b>	<b>Legal information</b>
1.4.1	History of Bankruptcy
1.4.2	Pending major lawsuits and litigations in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement)
1.4.3	Pending Criminal/Civil lawsuits



Information about Bidders	
<b>1.5</b>	<b>Relevant Contractual relationships</b>
<b>1.5.1</b>	<b>Relevant Contractual projects</b> (with other UN agencies or contractors)
<b>1.6</b>	Proposed <b>sub-contractor</b> arrangements including <b>sub-contractor information</b> (as above for each sub-contractor)
<b>2</b>	<b>Experience and Reference Contact Information</b> (list and provide five (5) 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)
<b>2.1</b>	<b>Project Name</b>
<b>2.1.1</b>	<b>Project Description</b>
<b>2.1.2</b>	<b>Status</b> (under development/implemented)
<b>2.1.3</b>	<b>Reason for Relevance</b> (provide reason why this project can be seen as relevant to this project)
<b>2.1.4</b>	<b>Roles and responsibilities</b> (list and clearly identify the roles and responsibilities for each participating organization)
<b>2.1.4.1</b>	<b>Client</b> Role and Responsibility
<b>2.1.4.2</b>	<b>Contractor</b> Role and Responsibility. Previous contractor role in project
<b>2.1.4.3</b>	<b>Third party contractors</b> Role and Responsibility. Previous specified 3 <sup>rd</sup> party role in project.
<b>2.1.5</b>	<b>Team members</b> (indicate relevant members of the team that will also be used for this project)

#### 4.15.4 Proposed Solution

Proposed solution here is used to mean Executive Summary. As above the nature of the work is clearly defined by the Observatory and the proposal is expected to be very concise as a result. A brief summary paragraph should nonetheless be included on the title page in lieu of a Proposed Solution / Executive Summary.

#### 4.15.5 Approach/Methodology

As at requirements above a succinct description of the approach the team will be employing to meet project's goals as specified in the terms of reference to identify best practices in policies, governance structures and actions to contain AMR in human health may be included. Reference may also be made to proposed project management.

#### 4.15.6 Proposed Time line

12 months from November 2016

#### 4.15.7 Financial Proposal

The Financial Proposal should be submitted in a read only PDF file using the attached format (Additional Template A).

#### 4.16 Conduct and Exclusion of bidders





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

[https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/2014/February%202014/conduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/2014/February%202014/conduct_english.pdf)

In addition, bidders that are companies should submit a signed Self Declaration form, attached hereto as Annex 6.

Bidders will be excluded if:

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

WHO may decide to exclude bidders for other reasons.

## 5. OPENING AND EVALUATION OF PROPOSALS

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### 5.1 Opening of Proposals

WHO will open the proposals in the presence of a Committee formed by WHO at *the European Observatory on Health Systems and Policies* its office in Brussels on 20 October 2016 at 15.00 Central European time. Each proposal will be opened during the session, each bidder will be announced and, in case of fixed-price offer, the total cost of each Financial Proposal will be read aloud. Bidders may attend the session (at their own cost) and should inform WHO in advance via email if they plan to attend. Non-attendance has no implication on the evaluation of the bids.

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### 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.

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### 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. 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.

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### 5.4 Evaluation of Proposals

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

The technical and financial evaluations of proposals will be accomplished by a Selection Panel composed of *European Observatory senior staff*. The Selection Panel will evaluate all proposals which have passed the Preliminary Examination of Proposals.

#### 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 appropriateness of the proposed approach;
- the quality of the technical solution proposed;
- the manner in which it is proposed to manage and staff the project;
- the experience of the firm in carrying out related projects;
- the qualifications and competence of the personnel proposed for the assignment; and
- the proposed timeframe for the project.

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.

#### Technical Scoring and Weighting System:

The technical score will be given a weighting of 70% with a pass score of 70% using the following breakdown.

Criteria	Weighting % of total
1. Strengths of the project leader (CV including publications and track record in the field).	25%
2. Strengths of additional senior members of the project team (as above).	10%
3. Access to country networks.	10%
4. Academic / methodological / analytic strengths of and mix of team over all and credibility (including absence of potential reputation risk / being WHO policy compliant).	5%
5. Considerable, demonstrable expertise in comparative health systems research and in pharmaceutical policy, particularly in the European Region, including ideally previous work with WHO, other international and/or major organizations in the comparative health systems research and pharmaceutical policy field.	10%
6. Considerable, demonstrable understanding of the EU regulatory environment and EU policies.	5%
7. Collective track record in AMR and/or use of antibiotics, containing resistance, incentives for development of responses to AMR, prudent antibiotic use, strategic responses to AMR, governance and stewardship in the European Region including demonstrated understanding / knowledge of / links to existing work, projects, and analysis on AMR including the OECD's and European Commission's work.	10%
8. Collective track record in analysis / evidence / evidence informed options for policy making and presenting evidence for decision makers, including experience with knowledge brokering for national, international and European policy development or target setting as evinced by policy relevance of research and the credibility / relevance of proposals for publications.	10%
9. Clarity / appropriateness of any methods / steps outline.	10%
10. Clarity / appropriateness of management and coordination within the team and with the Observatory and its networks. Evidence of track record in managing international, comparative research projects. Credibility / appropriateness of timetable for implementation.	5%
Total	100%

#### 5.4.2 Financial Evaluation

During the Financial Evaluation, the price proposal of all bidders who have passed the Technical Evaluation will be compared, according to the following scoring and weighting system.

#### Financial Scoring and Weighting System:

The financial score will be given a weighting of 30%.

This maximum number of points will be allocated to the lowest price proposal. All other price proposals will receive points in inverse proportion according to the following formula:

Points for the price component of a proposal being evaluated = ([Maximum number of points for the price component] x [Lowest price]) / [Price of proposal being evaluated].

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## 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. The presentation will be held at WHO's office in Brussels, 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.

## 6. AWARD OF CONTRACT

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

WHO 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.**

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### 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.

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### 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.

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**6.4 WHO's Right to enter into Negotiations**

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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.

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**6.5 Signing of the Contract**

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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.

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**6.6 Publication by WHO of Contract awards**

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WHO reserves the right to publish (e.g. on the procurement page of its internet site) or otherwise make public information regarding contracts awarded, including contractors' names and addresses, a description of the goods or services provided and their value.



## 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; and
- 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.

### 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. The Contractor shall facilitate the operational audit related to the execution of the work and the compliance with the obligations set forth in the Contract, by persons so designated by WHO. In this regard, the Contractor shall make all relevant operational information, without restriction, available to persons so designated by WHO and provide satisfactory explanations to all queries arising in connection therewith.

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**7.3 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.

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**7.4 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.

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**7.5 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.

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#### **7.6 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.

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#### **7.7 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.

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#### **7.8 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.

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#### **7.9 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.

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#### **7.10 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. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

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#### **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.

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#### 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.

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#### 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.

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#### 7.14 Place of Performance

The place of performance of the work under the Contract shall be *as appropriate*.

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#### 7.15 Language

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

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#### 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.

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#### 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 7.4.2 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.

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#### 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.

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#### 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.

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#### 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.

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#### 7.21 Use of WHO name and emblem

Without WHO's prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or its relationship with WHO. In no case shall the Contractor use the name or emblem of the World Health Organization, or any abbreviation thereof, in relation to its business or otherwise.

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#### 7.22 Publication by WHO of Contract awards

WHO reserves the right to publish (e.g. on the procurement page of its internet site) or otherwise make public the Contractor's name and address, information regarding the Contract, including a description of the goods or services provided under the Contract and the Contract value.

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#### 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.

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#### 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.

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#### 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.

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#### 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.

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#### 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.

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**7.28 Observance of Laws**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

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**7.29 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.

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**7.30 Privileges and Immunities**

Nothing in or relating to the Contract shall:

- be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement; and/or
- be construed as submitting WHO to any national court jurisdiction.

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**7.31 No Terrorism or Corruption**

The Contractor warrants that:

- (i) it is not and will not be involved in, or associated with, any person or entity involved in terrorism, that it will not make any payment to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity; and
- (ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices in connection with execution of the Contract.

The Contractor agrees that breach of this provision is a breach of an essential term 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.

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**8. PERSONNEL**

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**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.

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## 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.

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## 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, citizenship.

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## 8.4 Compliance with WHO's Policies

The Contractor shall at all times comply with and ensure that the Contractor and 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 relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.



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

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#### **8.5 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 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, or sexual exploitation.

By entering into the Contract, the Contractor acknowledges its acceptance of the UN Supplier Code of Conduct, and expressly agrees to adhere to the principles, and meet the standards, set forth therein.

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#### **8.6 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**

<b>Annex 1</b>	<b>Acknowledgment Form</b>
<b>Annex 2</b>	<b>Confidentiality Undertaking</b>
<b>Annex 3</b>	<b>Proposal Completeness Form</b>
<b>Annex 4</b>	<b>Questions from Bidders</b>
<b>Annex 5</b>	<b>Acceptance Form</b>
<b>Annex 6</b>	<b>Bidder Self-Declaration Form</b>



**Request for Proposals: 2016/EURO-RDO/OBS/001**

**Annex 1: Acknowledgement Form**

**Please check the appropriate box (see below) and email this acknowledgement form immediately upon receipt to:**

Office Postal address for reference purposes only  
OBS  
Eurostation (Office 07C020)  
Place Victor Horta, 40/10 - 1060  
Brussels, Belgium

\*Kindly disregard the WHO Headquarters' address below in Switzerland  
PLEASE SEND THE FORM BY EMAIL TO: [info@obs.euro.who.int](mailto:info@obs.euro.who.int) \_

Attn: Ms. Suszy Lessof\_  
(Title) Project Manager  
World Health Organization  
20, Avenue Appia  
CH-1211 Geneva 27  
Switzerland

Bid Ref: 2016/EURO-RDO/OBS/001

☐ **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 18/10/2016 at 17:00 hours Central European 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:***

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



**Request for Proposals: 2016/EURO-RDO/OBS/001**

**Annex 2: Confidentiality Undertaking**

1. The World Health Organization (WHO), acting through its Department of **European Observatory on Health Systems and Policies**, has access to certain information relating to this project regarding antimicrobial resistance and understanding governance and best practices to support policy development to reduce AMR which it considers to be proprietary to itself or to entities collaborating with it (*hereinafter referred to as "the Information"*).
2. WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposal (RFP) for the *AMR 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; or
  - b) was in the public domain at the time of disclosure by WHO; or
  - 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 to WHO.
4. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
5. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
6. Any dispute relating to the interpretation or application of this Undertaking 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.

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



**Request for Proposals: 2016/EURO-RDO/OBS/001**

**Annex 3: Proposal Completeness Form**

Section	Requirement	Completed in full (Yes/No)
1	Bid (very concise) including a brief summary on the title page	
2	CVs up to 5 pages	
3	List of country expertise 1 page only	
4	List of project experience up to 4 pages	
5	Timeline as part of bid	
6	Financial proposal in the format at Additional Template A	

The  
enclosed  
Proposal is  
valid for

\_\_\_\_ days  
from the  
date of this  
form.

Agreed and accepted, in four (4) original copies on \_\_\_\_\_

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



**Request for Proposals: 2016/EURO-RDO/OBS/001**

**Annex 4: Questions from Bidders**

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



Request for Proposals: 2016/EURO-RDO/OBS/001

**The Undersigned, ....., confirms to have read, understood and accepted the terms of the European Observatory - WHO Request for Proposals (RFP) No. 2016/EURO-RDO/OBS/001 , 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 2016/EURO-RDO/OBS/001 in accordance with the terms of this RFP and any corresponding contract between WHO and the Undersigned, for the following sums:**

<b>Total Proposed Recurring Cost</b>	<b>0.00</b>
The enclosed Proposal is valid for:	

Agreed and accepted, in four (4) original copies on \_\_\_\_\_ Date \_\_\_\_\_

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

**Annex 6: Self Declaration Form****Applicable to private and public companies**

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

- a. it is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning the foregoing matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. it is solvent and in a position to continue doing business for the period stipulated in the contract after contract signature, if awarded a contract by WHO;
- c. it or persons having powers of representation, decision making or control over the Company have not been convicted of an offence concerning their professional conduct by a final judgment;
- d. it or persons having powers of representation, decision making or control over the Company have not been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour, human trafficking or any other illegal activity;
- e. it is in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legislation or regulations of the country in which the Company is established;
- f. it is not subject to an administrative penalty for misrepresenting any information required as a condition of participation in a procurement procedure or failing to supply such information;
- g. it has declared to WHO any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
- h. it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof.

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 offer 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.

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