SUBJECT: Bid Ref RFP 5041 Future Direction for Global Drug Facility (GDF)

Dear Prospective Bidder:

You are invited to submit a proposal for the above subject RFP for the World Health Organization, WHO, Stop TB Partnership, Global Drug Facility in accordance with the attached documents:

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<thead>
<tr>
<th>File Name</th>
<th>Description</th>
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<tr>
<td>This document</td>
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<tr>
<td>RFP 5041</td>
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<td>Acceptance Form</td>
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<td>Acknowledgment Form</td>
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<td>Confidentiality Form</td>
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**TIMELINE**

1) **No later than 26 February 2010**, the bidder shall complete and return by both email *and* fax to WHO:

a) The enclosed RFP_5041_Acknowledgement.doc form 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

b) The enclosed RFP_5041_Confidentiality.doc form signed.

- Email for submissions of acknowledgement: bolerr@who.int (use subject: Bid Ref 5041)
- Fax number for submissions of acknowledgement: +41 22 791 4886 (Attn: Ms Raegan Boler, Bid Ref 5041)
2) A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than 1 March 2010.

- Email for submissions of all queries: bolerr@who.int (use subject: Bid Ref 5041)

The WHO/GDF Team will respond in writing (via email only) to any request for clarification of the RFP that it receives prior to 1 March 2010. 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 in the format "Paragraph Number - Question."

3) **Proposals must be received at WHO at the address specified in section 3.8 Sealing and marking of proposals of the RFP no later than 5 March 2010, 17:00 hours, Geneva Time.**

4) **WHO will open the proposals in the presence of a Committee formed by WHO at the Headquarters office in Geneva, Switzerland on 8 March 2010.** Each proposal will be opened during the session, each bidder will be announced and each Financial Proposal total cost will be read aloud. Bidders may wish to 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.

5) At the discretion of WHO, selected bidders may be invited to supply additional information on the contents of their proposal during the evaluation period. 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 Headquarters in Geneva, or by videoconference/Internet, and will likely be conducted on 12 March 2010.

6) Evaluation of proposals and selection of a vendor will be performed in accordance with the Request for Proposal (RFP).

Sincerely,

Raegan Boler
Technical Officer, Global Drug Facility
Future Direction for GDF

Request for Proposal (RFP)

Bid Reference 5041
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1. INTRODUCTION

1.1 Objective of the RFP

The purpose of this Request for Proposal (RFP) is to enter into a contractual agreement with a successful bidder and select a suitable contractor to carry out a Strategic Analysis of Potential Future Directions for the Global Drug Facility and provide appropriate recommendations for its operations.

WHO is an Organization that is dependent upon Member State funding for its activities. Therefore, it is vitally important that non health-related items that provide infrastructure support for the delivery of health services be cost-effective. For this reason, Vendors are 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 founded 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.

1.2.2 Structure of WHO

The World Health Assembly (WHA) is the supreme decision-making body for WHO. It generally meets in Geneva in May of each year and is attended by delegations from all 193 Member States. Its main function is to determine the policies of the Organization. The Health Assembly appoints the Director-General, supervises the financial policies of the Organization, and reviews and approves the proposed programme budget. It similarly considers reports of the Executive Board, which it instructs with regard to matters upon which further action, study, investigation or report may be required.

The Executive Board of the WHA is composed of 34 members technically qualified in the field of health and 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 meets at least twice a year; the main meeting is usually in January, and the second is in May, following the World Health Assembly.

The Secretariat of WHO is staffed by some 8,300 health and other experts and support staff working at headquarters, 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 technical and administrative head of each regional office is a Regional Director. Regional directors are appointed by the Executive Board in agreement with the relevant regional committee. Staff of regional offices are appointed by agreement between the Director-General and the relevant regional director.
1.2.3 Description of Cluster/Service/Unit

The Stop TB Partnership, called the Stop TB Initiative at the time of its inception, was established in 1998. Its aim is to realize the goal of eliminating TB as a public health problem and, ultimately, to obtain a world free of TB. It comprises a network of international organizations, countries, donors from the public and private sectors, governmental and nongovernmental organizations and individuals that have expressed an interest in working together to achieve this goal.

The Global Drug Facility (GDF) is a global mechanism of the Stop TB Partnership (TBP) to ensure uninterrupted access to quality TB drugs in line with the Stop TB Strategy. The GDF is an initiative to increase access to high quality tuberculosis (TB) drugs. Globally, TB is the leading curable cause of infectious death. The GDF is housed in WHO headquarters in Geneva and managed by a small team in the Stop TB partnership secretariat.

The GDF is not a traditional procurement mechanism. It has adopted a new perspective on TB drug procurement, by linking demand for drugs to supply and monitoring, outsourcing all services to partners on a competitive basis, using product packaging to simplify drug management and linking grants to TB programme performance. The GDF provides a unique package of services, including technical assistance in TB drug management and monitoring of TB drug use, as well as procurement of high-quality TB drugs at relatively low cost. GDF is considered to be one of the most effective ways to support DOTS and save human lives at risk from TB. It aims to:

- Save 25 million lives and prevent 50 million new TB cases by 2020
- Prevent new strains of drug-resistant TB emerging
- Make purchasing TB drugs more cost-effective
- Improve the quality of TB drugs globally

1.3 Definitions, Acronyms and Abbreviations

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tr>
<td>TB</td>
<td>Tuberculosis</td>
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<tr>
<td>MDR-TB</td>
<td>Multi-drug Resistant Tuberculosis</td>
</tr>
<tr>
<td>TBP</td>
<td>Stop TB Partnership Secretariat</td>
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<tr>
<td>DOTS</td>
<td>Directly Observed Treatment, Short Course</td>
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<tr>
<td>CIDA</td>
<td>Canadian International Development Agency</td>
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<td>USAID</td>
<td>United States Agency for International Development</td>
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<td>FDC</td>
<td>Fixed-dose Combination</td>
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<td>DP</td>
<td>Direct Procurement</td>
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<td>GLC</td>
<td>Green Light Committee</td>
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<td>PEPFAR</td>
<td>President’s Emergency Plan for AIDS Relief</td>
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<td>HIV</td>
<td>Human immunodeficiency virus</td>
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<td>UNITAID</td>
<td>UNITAID</td>
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<td>API</td>
<td>Active Pharmaceutical Ingredient</td>
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<td>VPP</td>
<td>Voluntary Pooled Procurement</td>
</tr>
<tr>
<td>SCMS</td>
<td>Supply Chain Management System</td>
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<td>VOIP</td>
<td>Voice over Internet Protocol</td>
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DESCRIPTION OF SUBJECT / PRESENT ACTIVITIES

1.1 Overview

BACKGROUND

The Global Drug Facility has provided over 16 million patient treatments since 2001.

The Global Drug Facility was established by the Stop TB Coordinating Board in 2001 to improve access to high quality TB medicines by national TB control programmes for implementing the DOTS treatment strategy. The Board observed that countries with weak procurement practices were unable to procure and supply good quality medicines when TB patients needed them. Treatment regimens were not always standardized by TB programs, and quality of the medicines procured were suspect in many cases.

Since 2001, GDF managed to carry out its mandate by filling the procurement gap of these countries. In the beginning, GDF-supplied drugs were mainly free grants funded by donors such as CIDA, USAID, and the Netherlands. About the same time, the four-drug fixed dose combination (FDC) product was developed and approved by WHO and partners to simplify treatment of susceptible TB. Concurrent with the introduction of the four-drug FDC, GDF promoted the use of blisters versus loose tablets until today many countries are using the FDCs as 2,3 and 4-drug FDCs supplied in blisters to treat TB patients. This has contributed to standardization of TB treatment in many countries and promoted better adherence to treatment regimens by health workers and patients alike.

By 2003 countries began budgeting their own funds or obtained funds from donors but still needed procurement assistance to obtain lower priced drugs of good quality. As a result, GDF began to provide drugs via Direct Procurement (DP) through its procurement agents. To participate in DP, TB programs must apply to GDF and sign an agreement to meet certain conditions, such as TB drugs are free to patients and funds used for TB can not be diverted to treat other health problems because of the money saved through procurement from the GDF.

Later in 2003, GDF added other products to its supply list such as:
- patient kits which contain all the drugs needed to treat one patient
- diagnostic kits which contain supplies for conducting sputum smear tests

In 2007, GDF began procuring drugs for multi-drug resistant TB (MDR-TB) through the Green Light Committee (GLC) Mechanism. To procure good quality drugs at concession prices, a TB program first must be technically approved by the GLC.

Drugs for MDR-TB are mostly procured by DP from the GDF, and ever increasing DP activities are necessitating that donors increase support in the area of human resources to the GDF secretariat.

Along with the procurement activities GDF has always linked drug deliveries with an in-country monitoring mission and technical assistance as needed to promote good drug management practices in the country. This is sometimes supported by the GDF, other times by GDF partners.

To carry out its activities, GDF has had the help of its Technical Review Committee to review country applications for grants and DP orders, and the Business Advisory Committee to guide GDF through some of the internal and external factors that evolved over the years.

Organisation mondiale de la Santé • Всемирная организация здравоохранения • Organización Mundial de la Salud

منظمة الصحة العالمية • 世界卫生组织
However, since 2001, the landscape for TB treatment activities has changed dramatically. For example, requests to GDF for free TB grants by countries are decreasing steadily; the Global Fund became a large donor of TB medicines and treatment support. PEPFAR was launched, the largest activity undertaken by the US government to date for treating HIV; TB patients are recipients of this activity since TB is a major co-morbidity in HIV patients around the world.

TB programs procuring drugs from the GDF do not pay a fee to support the GDF secretariat. These funds come from donors, some of which are becoming fatigued. GDF donors have provided the support needed to pay for staff costs and overhead costs so that GDF could function in the capacities mentioned above.

Since 2007, UNITAID has become a large donor, but is primarily interested in funding drugs to change market dynamics rather than funding staff costs and technical assistance to TB programs.

Overall, GDF has had a global impact on reducing drug prices through its pooled procurement mechanism, and has been an international driver of TB drug standardization, unique packaging, good quality standards for drugs, and provider of in-country technical assistance. Technical assistance over the years has been a value-added component of procuring drugs through GDF, supported both by GDF and its drug management partners.

### 1.2 Objectives of the activity

With the changing landscape, GDF needs a strategic analysis of its business model taking into consideration the donors, international stakeholders, TB control needs in country programs and current needs for international access to medicines.

### 1.3 Activity coordination

Activity for the project will be coordinated by the selected consultancy firm in consultation with the Global Drug Facility through email, telephone or videoconferencing and face to face interaction as required.
2. FUNCTIONAL REQUIREMENTS

2.1 Introduction

WHO requires the successful bidder, the Contractor, to carry out task Strategic Analysis of potential future directions for the Global Drug Facility proposing several different recommendations.

2.2 Characteristics of the provider

2.2.1 Status

- The selected provider shall be a public institution or private enterprise with proven expertise in Strategic Development, Global Health Issues, Donor requirements, Supply Chain Management. Should possess a clear understanding of the past, present and future TB landscape.

2.2.2 Previous experience

- Previous work with WHO, Stop TB Partnership or Global Drug Facility or other international institution operating in the field of public health an asset;

2.2.3 Staffing

- The team will be composed of persons experienced in performing strategic analyses, indepth interviews skills and document analysis. Most of the team should have an understanding of issues related to STOP TB Strategy, the Stop TB Partnership and the Global Drug Facility. However, it is preferable that one member of the team not have familiarity with the Global Drug Facility.

2.3 Work to be performed

2.3.1 Key requirements

Proposal should contain at minimum:

- Brief Overview of Project Goals
- Detailed Timeline with milestones
- Proposed Methodology
- Description of similar work experience
- Previous WHO/TBP/GDF experience
- Proposed Professional Team
- Costing

The following dynamics should be considered.

- Demand for drugs through the GDF to treat susceptible TB may still increase over the coming years.
• Scale up of MDR-TB treatment is beginning in 2010 and could ramp up greatly in subsequent years causing drug procurement needs of TB programs to increase dramatically

• Donor fatigue may affect more organizations currently supporting the GDF, making it increasingly difficult for the GDF secretariat to sustain TB drug DP services for national TB programs

• Countries with larger MDR-TB populations such as China and India may require greater resources than the GDF can currently provide

• The need to strengthen countries’ procurement and supply systems will continue (eg. capacity to accurately forecast drug needs and manage inventories)

• Although GDF has managed to promote more sources of quality assured drugs, will the number of sources diminish when suppliers do not win tenders to provide TB drugs (eg. certain financial costs must be born by suppliers to improve manufacturing sites and to register drugs in different countries)

• Ensuring availability of more suppliers of quality active pharmaceutical ingredients (APIs) for TB drugs to avoid disruption in drug supply (some APIs are only available from a single supplier)

During the analysis the following questions should be considered in order to provide the direction GDF will need for the future:

• Should GDF charge a fee for its procurement activities to cover staff costs

• Should GDF continue its technical assistance (TA) to countries through consultant monitoring missions or some other mechanism

• Should GDF continue to organize ad hoc drug management assistance to countries

• Should GDF continue to organize regional TB drug management workshops

• If GDF should continue its TA to countries, how should it be funded

• Should GDF modify its product line (eg. add more diagnostics, x-ray machines, N-95 respirators, other commodities)

• Should GDF continue to procure MDR-TB drugs or focus primarily on drugs and commodities for susceptible TB

• Should GDF continue with its current practices, such as free grants, direct procurement, drug quality assurance program, in-country monitoring missions and technical assistance or modify or discontinue some of the practices

• Will gaps in procurement of good quality TB drugs exist in the coming years requiring the services of an entity like GDF

• What is the role of GDF *vis a vis* the Global Fund, UNITAID, USAID and other major donors in the area of international TB drug supply

• Should GDF be charged with monitoring the use of MDR-TB drugs that are not purchased through GDF procurement agents; if so how would staff be financed, if not who should do that

• How will the Global Fund activities such as the voluntary pooled procurement (VPP) program affect the need for an entity like GDF

• Should GDF continue to promote more global sources of quality-assured TB drugs?
• What barriers (if any) are there for countries to use non-donor government funds to procure through GDF? How should GDF address them?
• Are other procurement mechanisms such as UNICEF, UNOPS, WHO, PEPFAR/SCMS a better model for GDF?

2.3.2 **Reporting requirements**

Based on available data/information and the changing TB landscape the selected proposer should provide different costed options with associated benefits for the foreseeable future (i.e. 2010 - 2020)

Deliverables for this project are as follows:
• Preliminary findings to be presented to GDF by April 23, 2010
• Final document outlining various options considered and recommendations by June 30, 2010

2.3.3 **Finance and accounting requirements**

Detailed costing to be provided containing break down of:
• Professional Fees
• Travel and Incidentals
• Number of Professional days proposed
• Other expenses
• Portion of work to be covered Pro Bono (if any)

2.3.4 **Performance monitoring**

Consultancy firm to hold teleconferences and meetings as requested by GDF to update on activities and progress.
3. INSTRUCTIONS TO BIDDERS

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

3.1 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.

3.2 Intention to Bid

No later than 26 February 2010, the bidder shall complete and return by both email and fax to WHO:

2. The enclosed RFP 5041Acknowledgement.doc form 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

3. The enclosed RFP 5041 Confidentiality.doc form signed.

- Email for submissions of acknowledgement:
  Raegan Boler, Project Manager: bolerr@who.int
- Fax number for submissions of acknowledgement: +41 22 791 4886 (Attn: Raegan Boler, Bid Ref 4051)

3.3 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of the proposal up to the final award of the contract. WHO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

3.4 Contents of the Proposal

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

The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this RFP.

3.5 Joint Proposal

Two or more companies may form a consortium and submit a joint proposal if this helps in finding a team capable of undertaking all elements of the anticipated work. Such a proposal must be submitted under the name of one member of the consortium - hereinafter “lead organization”. The lead organization will be responsible for undertaking all negotiations and discussions with the WHO and performing the contract.
3.6 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:

Email for submissions of all queries: bolerr@who.int
(use subject: WHP Bid Ref. 5041)

The GDF Team will respond in writing (via email only) to any request for clarification of the RFP that it receives prior to March 1, 2010. 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 and will be posted on the GDF website by March 3, 2010. Questions are to be submitted in the format "Paragraph Number - Question."

There shall be no individual presentation by or meeting with bidders until after the closing date. There should be no contact with WHO officials concerning the RFP process for the Strategic Analysis of Potential Future Directions for the Global Drug Facility project, from the date of issue of this RFP to the final selection, other than with the WHO Project Manager and/or Officials designated by the Project Manager.

3.7 Format and Signing of Proposals

The bidder shall submit six (6) hard copies each of the complete proposal by the closing date set forth in section 3.9 to the address in the section 3.8. Each complete proposal should include the following:

- Hard copy of proposal and supporting documents (marked clearly Bid Ref 4051)
- Signed Acceptance Form RFP_5041_Acceptance_Form.doc
- CD-ROM containing electronic copy of proposal and supporting documents

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

1) The six (6) 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 six (6) 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 six (6) copies of the proposal shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. 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 initialed by the person or persons signing the proposal.

5) The electronic copies of the proposal and supporting documents on the six (6) CD-ROMs should be in PDF, or MS Word compatible format.
3.8 Sealing and Marking of Proposals

Six (6) 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 D4-1006  
Bid Ref: 5041  
Attn: Ms Raegan Boler, Technical Officer  
Global Drug Facility, Stop TB Partnership  
World Health Organization  
20, Avenue Appia  
CH-1211 Geneva 27  
Switzerland

NOTE: If the envelopes are not sealed and marked as per the instructions in this clause, WHO will not assume responsibility for the proposal’s misplacement or premature opening and may—at its discretion—reject the proposal. Any proposal sent by email will result in the disqualification of the proposal for future consideration.

3.9 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of 90 calendar days after the closing date. A proposal valid for a shorter period may be rejected by WHO. In exceptional circumstances, WHO may solicit the bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting the request will not be required nor permitted to modify its proposal.

3.10 Closing Date for Submission of Proposals

Proposals must be received at WHO at the address specified in section 3.8 no later than 5 March, 2010 at 17:00, Geneva 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 will be rejected. Only hard copies are acceptable as official bid entries. No emailed proposals will be accepted as an official bid.

3.11 Modification and Withdrawal of Proposals

The bidder may withdraw its proposal any time after the proposal’s submission and before the opening date, provided that written notice via email and fax of the withdrawal is received by WHO prior to the closing date.

The bidder’s withdrawal notice shall be prepared, sealed, marked, and dispatched to be received before the closing date in accordance with section 3.10. 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: bolerr@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 3.13).

No Proposal may be withdrawn in the interval between the opening date and the expiration of the period of proposal validity specified by the bidder in the proposal.

3.12 Receipt of Proposals from Non-invitees

WHO may, at its own discretion, extend the RFP to bidders that were not included in the individual invite list if this is necessary and in the interest of the Organization.

3.13 Amendments of the RFP

At any time prior to the closing date for submission of proposals, WHO may, for any reason, whether on its own initiative or in response to a clarification requested by a bidder, modify the RFP by amendment. Amendments could include modification of project scope or requirements, project timeline expectations 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.

3.14 Proposal structure

Proposals submitted should contain two sections

**Technical**
- Project Overview
- Proposed Methodology
- Operational details for implementing methodology set out in stepwise fashion identifying key milestones
- Details of past experience with Global Health Issues, Strategic Analysis
- Description of any work performed with WHO, Stop TB Partnership or GDF

**Financial**
Detailed costing containing:
- Professional Fees
- Travel and Incidentals
- Number of Professional days proposed
- Other expenses
- Portion of work to be covered Pro Bono (if any)

3.14.1 Acceptance Form

The bidder's proposal must be accompanied by a transmittal letter signed by a duly authorized representative of the bidder and states:

- That the proposal meets the requirements 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).
3.14.2 Executive Summary

The bidder's proposal must be accompanied by an Executive Summary

Any additional information available from your organization which pertains to the information below is accepted.

Information of Firm/Organization submitting Proposal

<table>
<thead>
<tr>
<th>Information of Firm/Organization submitting Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Company Information</td>
</tr>
<tr>
<td>1.1 Corporate information</td>
</tr>
<tr>
<td>1.1.1 Company mission statement</td>
</tr>
<tr>
<td>1.1.2 Service commitment to customers and measurements used</td>
</tr>
<tr>
<td>1.3 Organization structure</td>
</tr>
<tr>
<td>1.4 Geographical presence</td>
</tr>
<tr>
<td>1.5 Relevant experience (include description of the part of your Organization devoted to providing the services being considered)</td>
</tr>
<tr>
<td>1.6 Contractual relationships</td>
</tr>
<tr>
<td>1.6.1 Contractual programmes (with other UN agencies or software contractors)</td>
</tr>
<tr>
<td>1.6.2 Contractual certification programs and certification status</td>
</tr>
<tr>
<td>1.6 Proposed sub-contractor arrangements including company information (as above for each sub-contractor)</td>
</tr>
<tr>
<td>2 Experiences and Reference Contact Information (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 deliver a solution that substantially demonstrates the functional and technical requirements of this RFP)</td>
</tr>
<tr>
<td>2.1 Project Name (project one)</td>
</tr>
<tr>
<td>2.1.1 Project Description</td>
</tr>
<tr>
<td>2.1.2 Status (under development/implemented)</td>
</tr>
<tr>
<td>2.1.3 Reason for Relevance (provide reason why this project can be seen as relevant to the CSDMS project)</td>
</tr>
<tr>
<td>2.1.4 Roles and responsibilities (list and clearly identify the roles and responsibilities for each participating Organization)</td>
</tr>
<tr>
<td>2.1.4.1 Client Role and Responsibility</td>
</tr>
<tr>
<td>2.1.4.2 Contractor Role and Responsibility. Previous contractor role in project</td>
</tr>
<tr>
<td>2.1.4.3 Third party contractors Role and Responsibility. Previous specified 3rd party role in project.</td>
</tr>
<tr>
<td>2.1.5 Team members (indicate relevant members of the team from the project that will be used in the CSDMS project)</td>
</tr>
</tbody>
</table>
4. OPENING AND EVALUATION OF PROPOSALS

4.1 Opening of Proposals

WHO will open the proposals in the presence of a Committee formed by WHO at the Headquarters office in Geneva, Switzerland on March 8, 2010 at 14:00 CET. Each proposal will be opened during the session, each bidder will be announced and each Financial Proposal total cost will be read aloud. Bidders may wish to 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.

4.2 Clarification of Proposals

WHO may, at its discretion, ask any bidder for clarification of any part of its proposal to assist in the examination, evaluation and comparison of proposals. 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.

4.3 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.

Please note that WHO is not bound to select any of the firms/institutions submitting 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 firm/institution offering the lowest price.

4.4 Technical 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 evaluation of proposals will be accomplished by a Selection Panel. The Selection Panel will evaluate all proposals which have passed the Preliminary Examination of Proposals according to:

- the quality of the overall proposal;
- the appropriateness of the proposed approach;
- the quality of the technical solution proposed;
- the management strategy/plan detailed in the document;
- the experience of the firm in carrying out related projects;
- the qualifications and competence of the personnel proposed for the assignment;
- the proposed timeframe for the project;

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.
4.5 Financial Proposal Evaluation

During the Financial Proposal Evaluation, the price proposal of all bidders will be compared.

4.6 Bidders’ Presentations

At the discretion of WHO, selected bidders may be invited to supply additional information on the contents of their proposal during the evaluation period. 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 Headquarters in Geneva, or by videoconference/Internet, and will likely be conducted on 12 March 2010.

NOTE: Presentations or other individual contact is expressly prohibited before the closing date for proposal submission.
5. AWARD OF CONTRACT

5.1 Award Criteria, Award of Contract

WHO reserves the right to 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 any obligation to inform the affected bidder or bidders of the grounds for the WHO's action.

Prior to expiration of the period of proposal validity, WHO will award the contract to the qualified bidder whose proposal, after being evaluated, is considered to be the most responsive to the needs of the Organization and activity concerned.

WHO has the right to eliminate bids throughout the evaluation process. However, WHO is under no obligation to state the reasons for elimination to the bidder.

NOTE: WHO is acting in good faith by issuing this RFP. However, this document does not obligate WHO to contract for the supply of any products or services.

5.2 WHO’s Right to modify Scope or Requirements during the Proposal Process

WHO reserves the right to, at any time during the proposal process, modify the scope of services and goods specified in the RFP. At any step in the evaluation process, WHO reserves the right to issue an amendment to the RFP detailing the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time. Official elimination is signified by a direct communication to that effect from WHO.

5.3 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/revise the scope of services and goods specified in the RFP without any change in base price of services (e.g. day rate for resources) or other terms and conditions.

5.4 WHO’s Right to enter into Contract Price Negotiations

WHO reserves the right to enter into contract price negotiations with one or more bidders that have not been eliminated during the evaluation process.

5.5 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. GENERAL AND CONTRACTUAL CONDITIONS

The general terms and conditions of the contractual agreement ("the Contract") between WHO and the selected bidder ("the Contractor") will include provisions as set forth in this section, and will cover the following issues:

- responsibilities, indemnities and liabilities of the Contractor(s) and WHO;
- conditions concerning the termination of the contract(s);
- clear deliverables and acceptance procedures;
- payment terms tied to the satisfactory completion of the work;
- training and post implementation support;
- allowance for changes;
- warranties and representations;
- notices.

Services under this Contract will be supplied on a fixed-price basis in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice.

6.1 Responsibility

The Contractor will be responsible to ensure that the services rendered under the Contract are in accordance with the specifications and within the time prescribed.

6.2 Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to WHO in connection with the performance of its services under this 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.

6.3 Warranties

The Contractor will warrant and represent to WHO as follows:

1) The deliverables shall meet the specifications and shall function in a manner which is fully adequate to meet its intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free, in that 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 six months 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 it is 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 this 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 and the software 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 be delivered to WHO free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.

4) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on the copyright of any document or other material (whether machine readable or not) to which the Contractor, its employees and any other persons and entities have access in the performance of this Contract.

5) Except as otherwise explicitly provided in this 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.

### 6.4 Legal Status

The Contractor shall be considered as having the legal status of an independent contractor and as such there will be no employer/employee relationship between WHO on the one side and the Contractor or any person used by the Contractor on the other side.

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, including, but not limited to, damage to test equipment, spare parts and other property, 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 damages, 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.

Nothing in or relating to the agreement with the Contractor 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.

### 6.5 Relation Between the Parties

The Contract does not constitute a partnership between the Parties or to constitute either Party as the agent of the other.

### 6.6 Waiver of Breach

The waiver by an act, omission or knowledge of either Party, its agents or its employees of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.
6.7 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.

6.8 Assignment

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

6.9 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 this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract. The Contractor also warrants that it is not and will not be involved in, or associated with, any entity involved in terrorism.

6.10 Indemnification

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, WHO, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products 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 or sub-contractors. (These obligations shall not lapse upon termination of the contract)

6.11 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 this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

6.12 Subcontracting

Any intention to subcontract aspects of this contract must be specified in detail in the tender submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same thoroughness as the prime contractor. No subcontracting will be permitted under this 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 rests with the prime contractor.

6.13 Place of Performance

Communication and collaboration between the Selected Enterprise and the Global Drug Facility will be done via email and/or telephone-video conference.

6.14 Language

The internal communications of the work performed for this project, management and contractual communications for this project will be executed in English.

6.15 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 this 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 this Contract. (These obligations shall not lapse upon termination of the contract)

6.16 Confidential Nature of Documents and Information

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of WHO, shall be treated as confidential and shall be delivered only to WHO authorized officials prior to completion of work under this Contract.

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. These obligations do not lapse upon termination of this Contract.
6.17 Title Rights

1) This is a work made for hire. WHO shall be the owner of all intellectual property rights, including but not limited to patents, copyrights and trademarks, with regard to all deliverables and other material which bears a direct relation to, or is made in consequence of, the services provided to the Organization by the Contractor.

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 proprietary rights and transferring them to WHO in compliance with the requirements of applicable law.

6.18 Cancellation

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

1) At will with the provision of thirty (30) days prior notice in writing;

2) 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

3) 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 of fulfilment, will not be respected.

4) In addition, WHO shall be entitled to terminate the Contract (or part thereof), in writing, with immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided in the paragraph above, the Contractor is:

   a. In breach of any of his 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 his financial obligations.

6.19 Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by strike, lock-out, foreign or civil war, or any other event outside his 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 6.17 Title rights, deliver to WHO all work products and other materials so far produced.

   a) Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

   b) 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 this 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 this 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 Article, WHO shall take such action as, in its sole discretion, it 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 this Contract.

c) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, WHO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in section 6.18 Cancellation, except that the period of notice shall be seven (7) days instead of thirty (30) days.

### 6.20 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 his relationship with WHO. In no case shall the Contractor use the name or the emblem of the World Health Organization, or any abbreviation thereof, in relation to its business or otherwise.

### 6.21 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 and written approval of WHO.

### 6.22 Payment

Payment will be made against presentation of an invoice in a UN convertible currency (preferably US Dollars) for each deliverable and subject to WHO’s acceptance of each such deliverable. Any payments by WHO to the Contractor shall reflect any tax exemptions to which WHO is entitled by reason of the immunity it enjoys. WHO is exempt from all direct taxes, customs duties and the like and the Contractor shall consult with WHO so as to avoid the imposition of such charges. As regards duties and other indirect taxes, the Contractor shall list such charges on invoices as a separate item and, to the extent required, cooperate with WHO to enable reimbursement thereof.

### 6.23 Title to Equipment

Title to any equipment and supplies that may be furnished by WHO shall rest with WHO and any such equipment shall be returned to WHO at the conclusion of this 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.
6.24 Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

The Contractor shall provide and thereafter maintain 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 this Contract.

The Contractor shall also provide and thereafter maintain 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 provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

a) Name WHO as additional insured;

b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against WHO;

c) Provide that WHO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

6.25 Settlement of Disputes

Any dispute relating to the interpretation or application of the contract shall, unless amicably resolved, 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 absences of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

6.26 Observance of the Law

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

6.27 Authority to Modify

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against WHO unless provided by an amendment to this Contract signed by the authorized official of WHO.
6.28 Privileges and Immunities

Nothing in or relating to this 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.
7. PERSONNEL

7.1 Approval of Contractor Personnel

WHO reserves the right to approve any employee, subcontractor or agent furnished by the Contractor. All of the Contractor’s employees, subcontractors or agents performing work under this Agreement must have appropriate levels of experience and be adequately trained to perform the services. WHO reserves the right to undertake an interview process as part of the approval of Contractor personnel.

The Contractor acknowledges that the skill and experience of the Contractor's 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 thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties involving comparable employment by the Contractor while the project is in progress and for so long as there has been no suspension. Circumstances may arise, however, which necessitate that personnel be substituted during the progress of work due to delays or due to promotions, termination, sickness, vacation or other similar material change in the employment circumstance of the employee, at which time a replacement of comparable background and experience may be substituted, subject to approval of WHO.

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

7.2 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 including the Services. 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 including the Services and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

7.3 Foreign Nationals

The Contractor shall verify that all its employees, agents and subcontractors are legally entitled to work in Switzerland and other countries required by the nature of the assignment. WHO reserves the right to request legally mandated Contractor-held documentation attesting to the same for each employee, agent or subcontractor of the Contractor assigned to work on the project. Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.
7.4 Compliance with WHO’s Policies

The Contractor shall at all times comply with and ensure that the Contractor and each of its subcontractors and their employees and agents comply with any applicable laws and regulations and any WHO policies and all WHO reasonable written direction 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 subcontractor or any of their employees or agents, of any laws, regulations, WHO policies or of other WHO reasonable written directions and procedures, the Contractor shall immediately notify WHO of such violation. WHO, in its sole discretion, shall determine the course of action to remedy such violation, in addition to any other remedy available to WHO in law or equity or under this Agreement.

7.5 Ethical Behaviour

WHO, the Contractor and each of the Contractor’s subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of this Agreement.

7.6 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 subcontractors and their employees and agents cooperate, in good faith, with such Third Parties and with any WHO in-house resources.
The Undersigned Company undertakes, on its own behalf and on behalf of its possible partners and contractors, to provide services in accordance with the terms of the Future Direction for GDF, Request for Proposals (RFP) No. 5041, and its accompanying documents, for the following sums:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost (Indicate Currency)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Professional Costs</strong></td>
<td></td>
</tr>
<tr>
<td>Performance of Interviews/Data collection</td>
<td>0.00</td>
</tr>
<tr>
<td>Performance of Document Review</td>
<td>0.00</td>
</tr>
<tr>
<td>Performance of Strategic Analysis</td>
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</tr>
<tr>
<td>Development of various options - Cost/Benefit Analysis</td>
<td>0.00</td>
</tr>
<tr>
<td>Finalization of Recommendations</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Proposed Professional Costs</strong></td>
<td><strong>0.00</strong></td>
</tr>
<tr>
<td><strong>Support Costs</strong></td>
<td></td>
</tr>
<tr>
<td>Total Proposed Support (administrative/staff) Costs</td>
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<tr>
<td>Total Proposed Travel Costs</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Proposed Communication Costs</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Proposed Miscellaneous Costs (printing, etc.)</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Proposed Support Costs</strong></td>
<td><strong>0.00</strong></td>
</tr>
</tbody>
</table>

**Summary Financial Part**

| Estimated number of staff to be contracted | Number | Amount in US$ |
| Estimated number of staff/days proposed   |        |               |
| Total for staff costs (administrative +professional) |        |               |
| Total for travel costs                     |        |               |
| Total for support costs (other than administrative/staff) |        |               |

Proposed dates for contract

**Summary of Pro Bono Portion**

To be completed by bidder:

<table>
<thead>
<tr>
<th>Type of cost covered Pro Bono</th>
<th>Number</th>
<th>Amount in US$</th>
</tr>
</thead>
</table>
The enclosed Proposal is valid for ________________ days from the date of this form.

Agreed and accepted, in six (6) original copies on ________________[date]

Company Name: __________________________________________________________________________

Mailing Address: __________________________________________________________________________

Name and Title of Authorising Officer: __________________________________________________________________________

Signature: ___________________________________________ Date: __________________________________________________________________________

Company Stamp or Seal: __________________________________________________________________________
Future Direction for GDF
Request for Proposals
Acknowledgement Form

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

Office D4-1006
Attn: Ms Raegan Boler
Technical Officer
World Health Organization
20, Avenue Appia
CH-1211 Geneva 27
Switzerland
Bid Ref: 5041

☐ 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 26 February 2010 at 17:00 hours CET.

☐ 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:

Company Name:
Contact Person:
Mailing Address:
Telephone No:
Fax No:
E-mail Address:
Name and Title of Authorising Officer:

Signature: ................................................................. Date: .................................................................
Future Direction for GDF
Request for Proposals
Confidentiality Undertaking

1. The World Health Organization (WHO), through the Stop TB Partnership, Global Drug Facility, has information 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 to the Undersigned the Information for the purpose of preparing a response to the RFP for the Future Direction for GDF, RFP 5041, provided that the Undersigned undertakes not to disclose the Information except to persons who are bound by like obligations of confidentiality and non-use as are contained in this Agreement.

3. The Undersigned undertakes to regard the Information as confidential and proprietary to 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 he/she is clearly able to demonstrate that the Information:
   a) was known to him/her 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. Any dispute relating to the interpretation or application of this Agreement 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.

Company Name: 

Mailing Address: 

Name and Title of Authorising Officer: 

Signature: ___________________________ Date: ___________________________