Monitoring and Evaluation Project for TB REACH Grant Funded Projects, Stop TB Partnership

Request for Proposals (RFP)

Bid Reference 2013/HTM/TBP/002
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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 (organization / agency) to carry out the following work: Monitoring and Evaluation Project for TB REACH initiative of the Stop TB Partnership.

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

1.2 About WHO

1.2.1 WHO Mission Statement

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

1.2.2 Structure of WHO

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

The Executive Board is composed of 34 members elected for three-year terms. The main functions of the Board are to give effect to the decisions and policies of the WHA, to advise it and generally to facilitate its work. The Board normally meets twice a year; one meeting is usually in January, and the second is in May, following the World Health Assembly.

The WHO Secretariat consists of some 8,300 health and other officers 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 Stop TB Partnership is a global movement to accelerate social and political action to stop the spread of tuberculosis around the world. The Stop TB Initiatives was established in March 1998 and subsequently produced the Amsterdam Declaration in March 2000 to Stop TB. The declaration called for
action from ministerial delegations of 20 countries with the highest burden of TB. It marked a defining moment in the restructuring of global efforts to control TB. That same year, in 2000, The World Health Assembly endorsed two targets for 2005: to diagnose 70% of all people with infectious TB and to cure 85% of those diagnosed and the establishment of a Global Partnership to Stop TB.

1.3 Definitions, Acronyms and Abbreviations

The following are the various acronyms and abbreviations that will be found in the attached documents:

**CDR**: Case Detection Rate  
**CIDA**: Canadian International Development Agency  
**DOTS**: Directly Observed Treatment, Short-course  
**HBC**: High Burden Country  
**M & E**: Monitoring and Evaluation  
**NTP**: National TB Programme  
**PRC**: Proposal Review Committee  
**RFP**: Request for proposal  
**STAG**: Strategic and Technical Advisory Group for Tuberculosis  
**Stop TB Partnership Secretariat**: The Secretariat  
**TB**: Tuberculosis  
**WHO**: World Health Organization
2. DESCRIPTION OF SUBJECT / PRESENT ACTIVITIES

2.1 Overview

Almost nine million people around the world become ill with tuberculosis (TB) each year. About one-third of them fail to gain access to accurate diagnosis or effective treatment and are suffering and dying needlessly from this curable disease. Many of these people live in poverty-stricken areas and have very limited or non-existent access to health services.

Additionally, the failure to detect so many infectious TB cases is one of the important factors that is thwarting our efforts to reduce the spread of TB and eliminate it. This problem cannot be solved by any single organization or country and requires multiple high intensity innovative local initiatives that are carefully monitored and evaluated so that the ones that show promise can be scaled up.

The TB REACH programme of the Stop TB Partnership was designed in 2009 on this principle. It was fully funded by the Government of Canada with a grant of CAD120 million over a five year period. The main objective of TB REACH is to increase case detection of TB, detect the disease as early as possible, and ensure timely and complete treatment while maintaining high TB cure rates. TB REACH focuses on reaching people with limited or no access to TB services and looking for innovative ways to do this.

Through a competitive process TB REACH selects and provides grants, ranging from US$5,000 to US $1,000,000, for a one year period to organizations that seek to greatly increase TB case detection using innovative approaches for care delivery. Its activities are focused on reaching the poor and vulnerable, high risk groups for tuberculosis and people with limited or no access to TB services. TB REACH funding currently prioritizes areas/populations where a large number of cases are missed or where case detection appears to be unusually low.

TB REACH aims to catalyze and act as an incentive to rapidly address one of the most pressing challenges of tuberculosis control today - to detect early and cure TB cases in order to cut transmission of tuberculosis and prevent the creation of drug-resistant tuberculosis. For more information on TB REACH please visit the Stop TB Partnership website (http://www.stoptb.org/global/awards/tbreach/).

The programme has well established structures and processes for launching calls for grants, assessing the applications received, selecting suitable proposals, disbursing funds, monitoring progress and reporting. These calls are categorised as waves of funding. To-date three funding waves have been launched and funds disbursed to successful organisations.

Strategic guidance to TBREACH is provided by a Programme Steering Group. It comprises of impartial experts and provides general oversight and advice to the Stop TB Partnership Executive Secretary and the TB REACH secretariat on strategic issues in order to improve the relevance, impact and sustainability of the work of TB REACH.

The proposals from prospective grantees are assessed, graded and selected by a Proposal Review Committee (PRC) which is an independent committee. Its role is to guarantee an open and transparent application review process. Their recommendations are endorsed by the Coordinating Board of the Stop TB Partnership.

Summary of achievements of TB REACH to date: To-date TB REACH has funded 109 projects in 44 countries at a cost of US$75 million (Figure 1):

- TB REACH continues to compile evidence demonstrating that to improve TB case detection and find the many people who continue to suffer from TB but are unreachable through standard practice, additional innovative and focused efforts must be made.
- Externally validated TB REACH wave 1 results were published confirming an overall 33% increase in case detection.
- TB REACH grantees in wave 1 and 2 detected over 200,000 people with smear positive TB.
Stop TB Partnership / HTM

- TB REACH wave 2 projects reversed an overall negative trend in case notification in a population of 250 million which was declining by 2.7% a year. Interim results show that the projects not only reversed this trend but found 15.9% more cases than expected.
- Through the fourth quarter of 2012, TB REACH projects have found 40,777 additional smear positive TB cases, and 47,713 all forms TB cases that would not have been detected in the absence of TB REACH.
- TB REACH secured co-funding for wave 3 and wave 4 from UNITAID which will cover the costs of up to 12 million USD worth of molecular diagnostics based technology in the form of Xpert MTB/RIF tests and GeneXpert machines available to TB REACH grantees.
- The global price reduction of Xpert MTB/RIF tests for all 145 eligible countries from 17 to 10 USD was made possible because of an approved grant from UNITAID of which TB REACH was a key applicant.
- TB REACH is the largest multi-country supporter of Xpert MTB/RIF technology use to date and has established a pooled procurement mechanism for this technology in collaboration with the Global Drug Facility (GDF).
- Under Wave 3, 35 new projects were approved and have now started implementation. There continues to be a large demand for TBREACH with over 300 applications in response to every call for proposals.

Figure 1: The 44 countries with the 109 TB REACH projects

TB REACH funding is based on annual cycles. No-cost extensions may be given to grantees beyond the first year for completing work if circumstances warrant such an increase and it is agreed to by the TBREACH Secretariat. The average length of each grant has been 15 months and Wave 3 onwards the TB REACH grants are signed for a period of 18 months allowing preparatory time and 12 months of implementation of case finding activities.

In addition, costed extensions are provided for about 30% of projects in each Wave for a second year. The selection of projects for a second year of funding is done by the PRC.

Monitoring and Evaluation of Projects funded by TB REACH

The Monitoring and Evaluation (M&E) of all projects is essential for establishing objectively the change in the number of TB cases detected and to confirm that the number of additional cases expected for the
targeted population through project funded by the funded intervention is being achieved. All TB REACH funded projects have internal M&E (the responsibility of the Grantee). Continuous external M&E work on behalf of the TB REACH Secretariat is done by an independent agency, selected by the Stop TB Partnership/WHO and funded by TB REACH.

The main task of the external M&E is to conduct a baseline assessment, review and finalise the M&E work plan set up by the grantees for their TBREACH funded project, validate their reported data and confirm the additionality in case detection in the evaluation population, by comparing with the baseline, historical trends, and the change in the control population.

### 2.2 Objectives of the activity of the Independent M&E Agency

In close consultation with the TB REACH team at the Stop TB Partnership Secretariat, the independent M&E organization / agency is expected to assess the performance of individual TB REACH grants, including baseline assessment, establishing a M&E framework/plan for funded projects, monitoring of performance, review of quarterly reports and evaluation of final outcomes.

The overall success of TB REACH will be judged according to whether the initiatives that it funds leads to increases in case detection and to increases in the numbers of additional patients treated successfully. The work of the external M&E agency is to track and validate the results of TB REACH projects in terms of interventions implemented and their impact on TB case detection.

Before each project begins the grantees develop indicators and targets (an M&E Plan) to track progress. The grantees are expected to report quarterly, with accuracy, on cases detected and notified in the pre-selected evaluation and control populations. Quarterly reports from grantees also include activities implemented versus planned, predetermined process indicators and information on data quality and external factors. Cases detected in the evaluation population during the period of implementation of interventions are compared with the baseline, historical trend in notifications and changes in notifications in the control population. In addition, grantees submit an annual consolidated report in a standard format which includes an analysis of results obtained, challenges and future options for sustaining and scaling up successful interventions.

The M&E agency is expected to validate the baseline, assist projects in developing their M&E plans, review the grantee quarterly and annual reports, and validate the final results of the projects.

The grantees are expected to set out baseline information in their proposals for target areas and pre-selected comparator areas. It should be demonstrated that comparison areas are as similar as possible to the target areas in terms of baseline indicators, such that the main difference during the intervention period is the introduction of new interventions funded by TB REACH.

Baseline information includes annual notification data on all categories of TB cases detected- i.e. smear positive, smear negative, pulmonary, extra-pulmonary (in absolute terms and per 100,000 population) and the treatment success rate prior to the start of TB REACH funding, relevant demographic, epidemiological (e.g. HIV prevalence) and socio-economic indicators and the proportion of target population that are poor, underserved or vulnerable.

The estimated case detection rate is not a reliable indicator at sub-national, province and district levels; estimates of incidence are produced only for the national level by WHO. As a result, evaluation of the impact of TB REACH interventions on case detection will focus on analysis of changes in TB notifications:

- relative to baseline and comparator area;
- relative to the trend of the past 3-5 years;
- during the period in which interventions funded by TB REACH are implemented; and
- an assessment of the likely reasons for these changes.

It is necessary to distinguish between changes that are due to changes in incidence and changes that are due to changes in case-finding efforts. It will be also important to distinguish between changes in case-finding due to TB REACH versus changes in case-finding that are related to other factors (e.g. other new
interventions that are not supported by TB REACH, changes in case definitions, changes in policies affecting reporting of cases).

Other types of in depth analysis on case detection and treatment success may be required, including trend analysis in the target population and comparison with the case detection data from the control/comparator areas.

2.3 Activity coordination

Activity of the M&E Agency will be coordinated by TBREACH Secretariat of the Stop TB Partnership
3. REQUIREMENTS

3.1 Introduction

WHO requires the successful bidder, the Contractor, to carry out the tasks set out in the section Work to be performed (3.3)

3.2 Characteristics of the provider

3.2.1 Status

- The provider shall be a “for profit” or a “not for profit” institution operating in the field of measurement and evaluating of public health programme in developing countries.

3.2.2 Accreditations

- An accreditation (Such as the ISO accreditation) or an on-going accreditation process by a certified accreditation body will be an asset.

3.2.3 Previous experience

- Previous work with WHO, other international organizations and/or major institutions in the field of evaluating and monitoring public health / development projects in developing countries;
- Proven experience in development grant management and of evaluating and monitoring fast-track short duration projects funded by grants.

3.2.4 Staffing

Staff dedicated to the Project, or specified phases thereof, on a full-time basis. Staff working on a part-time basis should be specified in the proposal and their inputs defined in number of days of inputs provided by them. Staff inputs should be classified into:

- Core technical professional staff who will dedicate their time full-time for the Project or for specified phases of the Project. Number of days of input and total cost thereof for these should be indicated.
- Partime Professional staff who will work on the project on a part time basis as needed. Their days of inputs and total costs thereof should be specified.
- Other Administrative/Support staff, their days of inputs and total costs should also be specified.

The team will be composed of persons experienced in designing and implementing public health interventions, an epidemiologist/statistician, and a specialist in development project management with experience in capacity building. Most of the consultants should have extensive experience in developing countries, in depth understanding of issues related to Stop TB Strategy, TB case detection, notification systems and health systems, and have knowledge of M&E in TB and in rapid participatory evaluation methods.

The staffing team proposed by the provider will need to display relevant skills for:
- reviewing and analyzing relevant documents and data submitted by the applicants and projects,
- analysing country-specific explanations, studies or operational research done in order to show and explain improved case finding and care.,
- reviewing and validating compilations and analysis of national and sub-national surveillance and programmatic data;
- reviewing and validating the information and data provided by the applicants to justify the eligibility criteria, and targeted vulnerable and underserved population groups;
• undertaking field visits, obtaining the required information through questionnaires and structured interviews on different TB interventions aimed at increasing case detection.
• collecting and analysing information on early case detection, equity in access and gender issues.
• Project Management

3.3 Work to be performed

3.3.1 Key Requirements.
These are based on two types of projects:
1. TB REACH Funded projects:
   - Type I Projects: These comprise the first year of projects funded by major grants from $200,000 to $1,000,000.
   - Type II Projects: These comprise year 2 of Type I Projects and projects funded by grants from $5,000 to $200,000.

The level of monitoring and evaluation effort for Type II Projects is expected to be one third of that required for Type I Projects.

3.3.2 Work Plan Development
Development of a detailed work plan of this Monitoring and Evaluation (M&E) project as proposed by your organization for monitoring and evaluation of both Type I and Type II Projects funded by grants awarded by the TB REACH initiative of the Stop TB Partnership. This should include: a performance management framework, itemized activities, major milestones, human resources, a timeline, and an itemized budget setting out costs for fees, travel, meetings, document preparation and reporting.

3.3.3 Validation of baseline
Assessment of the validity of the baseline data of the approved TB REACH projects (case notification, treatment success, demographic data and other relevant indicators) for their evaluation and comparison populations.

3.3.3.1 Perform desk review of each project proposal - this includes an assessment of the baseline data and information provided in the approved grant proposals and cross checking with internationally available evidence with respect to the baseline case notifications, the case notification rate, the treatment success rate, demographic indicators, socio-economic indicators, and other relevant indicators for vulnerable and underserved population groups. This assessment will be used to validate the data provided by the applicants/projects as baseline. This will also include an assessment of the proposed targets and the M&E approach.

3.3.3.2 Perform field visits if deemed necessary to carry out an evaluation of certain proposals where large risks may be noted. This will be done prior to the signing of the grant document with individual grantees and is aimed to assess the baseline data and information. This is expected to take place only in rare and exceptional situations.

3.3.4 Developing an M&E Plan for each project
In consultation with a grantee before the project begins active case finding activities, the M&E team of the project will develop an M&E plan to track grantee progress. This plan is generally developed and/or finalized with the grantees during the grantee meeting (see 4.6). This plan is geared to allow the external M&E agency to track the progress of the project towards achieving the validated targets set out in the baseline report, using pre-determined indicators.

3.3.5 Monitoring information from project reports.
In consultation with the TB REACH team, in the Stop TB Partnership Secretariat, monitor information coming in the form of projects reports from grantees and identify administrative and performance challenges of the projects.
3.3.5.1 Perform quarterly desk reviews of the reports submitted by individual projects, provide feedback to the grantees and advise the TB REACH secretariat on the performance of the projects.

3.3.5.2 Conduct site visits where necessary, but at least once for each project, for the purpose of verification of the information provided by the grantees, identify areas of concern and recommend mid-course corrective measures (if any).

3.3.5.3 Guide the local project M&E function of the grantees by providing broad recommendations and guidelines.

3.3.5.4 Provide structured information to update the database maintained by TB REACH on performance of grants. This information should be accompanied by an analysis of it with a view to enhancing programme performance and quantifying progressive gains in case detection in individual projects.

3.3.6 Recommended action on underperforming grants
The M&E agency will continuously review performance of the grantees based on their agreed upon targets and indicators. In case of underperformance of grants, the M&E agency will perform an assessment of the situation, identify the reasons causing this and, in consultation with recipients of grants, propose solutions for rectifying underperformance and advise TB REACH on actions that need to be taken.

3.3.7 Annual review of approved projects
At the end of the each grant cycle (first year of work) undertaken by each grantee, conduct a thorough assessment of the performance and outcomes with respect to key criteria and indicators with particular reference to increases in notifications compared with the baseline and with comparison areas. This assessment will include a desk review of all reports submitted by the grantees and submission of an overall final report and complete database on the grant performance.

3.3.8 Grantee meeting
To facilitate and participate in an annual meeting (of four days) of all successful applicants (at the start of their projects) to inform them of TB REACH’s M&E approach and recording and reporting requirements. The meeting will also be used to ensure that all grantees have an approved set of indicators and outline for their quarterly reporting. The venue costs and cost of participants attending it will be funded by TBREACH while the M&E Agency cost will covered by the Agency itself.

3.4 Reporting Requirements
- Report on the assessment of baseline for each proposal that has been selected for funding based on desk review.
- Report of at least one field visit to each grantee once during the project.
- Assessment reports of individual projects based on grantees reports and any other reports on the project at the end of the grant period.
- An annual synthesis report of all the projects assessed during the year or of a Wave of funding, highlighting the lessons learnt and recommendations for sharing with all grantees.
- Quarterly meetings of the core team of the M&E Agency and the TBREACH Secretariat to discuss progress of work.

3.5 Finance and accounting requirements
Six monthly submissions of financial statements indicating work billed for, payments received and any over or underpayments in the period. This is to be certified by the authorised signatory.

3.6 Performance monitoring
The TB REACH Secretariat will conduct an annual technical review of the work of the selected M&E bidder and provide feedback on any changes/improvements that may be needed.

3.7 Further Capacities

Having offices or close links with partners in developing countries.
4. INSTRUCTIONS TO BIDDERS

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

4.1 Language of the Proposal and other Documents

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

4.2 Intention to Bid

**No later than Tuesday, 03 September 2013 at 17h00 Geneva time**, the bidder shall complete and return by both email as a scanned signed copy and/or fax to WHO:

1. The enclosed RFP 2013/HTM/TBP/002 Acknowledgement.doc form (Form II, Acknowledgement 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
2. The enclosed RFP 2013/HTM/TBP/002 Confidentiality.doc form (Form IV, Confidentiality Form) signed.

- Email for submissions of acknowledgement: vijaya@who.int
- Fax number for submissions of acknowledgement: +41 22 791 48 86 (Attn: Anant Vijay, Bid Ref RFP 2013/HTM/TBP/002)

4.3 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of the proposal, including but not limited to the possible cost of discussing the proposal with WHO, making a presentation, negotiating a contract and any related travel. WHO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

4.4 Contents of the Proposal

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

The proposal submitted should be structured as follows:

I. Technical Proposal should provide the following:
I.1. Background of the firm / Agency submitting the proposal.
I.2. Understanding of the Project “Problematic”, and an approach to addressing it
I.3. Methodology and its application to different elements of this M&E Project.
I.4. Proposed Work plan for undertaking work set out in this RFP.
I.5 Management Aspects of undertaking the work
I.6. Major mile-stones as work progresses.
I.7. Time lines for submitting deliverables.
I.8. Information related to other similar projects undertaken by the proposer.

*The technical proposal should be signed and dated.*
II. Financial Proposal: A detailed cost of work, itemizing each major cost element (Professional staff inputs, Other Support staff Inputs, Overheads (Non-Staff), Travel) should be given along with clear assumptions made is determining these costs.

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.

The financial proposal must also be signed and dated. A summary of it should put in Form IA (See Section 4.15.7)

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 Wednesday, 4 September 2013 17:00 Geneva time:

Email for submissions of all queries: vijaya@who.int
(use subject: WHP Bid Ref. RFP 2013/HTM/TBP/002)

A consolidated document of WHO's response to all questions (including an explanation of the query but without identifying the source of enquirey) will be sent to all prospective bidders who have received the RFP. No responses on individual queries will be sent to the enquirer.

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 five (5) hard copies each of the complete proposal by the closing date set forth in section 4.11 to the address in the section 4.8. Each complete proposal should include the following:

- Hard copy of proposal and supporting documents (marked clearly Bid Ref RFP 2013/HTM/TBP/002).
- Signed Acceptance Form RFP 2013/HTM/TBP/002 Acceptance_Form.doc (Form I, Acceptance Form).
- CD-ROM or Memory Sticks (pen-drives) containing electronic copy of proposal and
supporting documents.

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

1) The five (5) 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 five (5) 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 five (5) 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 initialed by the person or persons signing the proposal.

5) The electronic copies of the proposal and supporting documents on the five (5) CD-ROMs or Memory sticks. They should be in PDF, or MS Word compatible format. The Responses to the Requirements should be submitted in the XLS file format supplied by WHO and using the template distributed with the RFP. The Financial Proposal should be submitted in the XLS file format supplied by WHO and using the template distributed with the RFP. The Proposed Timeline project plan should be either in MS Project MPP, XLS or PDF format.

6) No proposals are to be sent by e-mail and if so sent the supplier will be disqualified.

4.8 Sealing and Marking of Proposals

Five (5) 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  6004
Bid Ref: RFP 2013/HTM/TBP/002
DO NOT OPEN
Attn: Mr Anant Vijay
Office of the Executive Secretary, Stop TB Partnership
World Health Organization
20, Avenue Appia
CH-1211 Geneva 27
Switzerland

Form III, Proposal completeness form should be filled out signed, dated and be part of the submission.

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.
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.

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.

4.11 Closing Date for Submission of Proposals

Proposals must be received at WHO at the address specified in section 4.8 of this RFP no later than Wednesday, 02 October 2013, 17:00 Hours, 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 may be rejected.

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 and fax 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: vijaya@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.

4.13 Receipt of Proposals from Non-invitees

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

WHO may, at any time before the closing date, for 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 4.15.1 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 (*Acceptance Form, FORM-I*) 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 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>
</tbody>
</table>

1 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 have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata; have been subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- 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 give rise to a conflict of interest.
### Information of Firm/Organization submitting Proposal

<table>
<thead>
<tr>
<th>1.1 Corporate information</th>
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<tbody>
<tr>
<td>1.1.1 Company <strong>mission statement</strong></td>
<td></td>
</tr>
<tr>
<td>1.1.2 <strong>Service commitment</strong> to customers and measurements used</td>
<td></td>
</tr>
<tr>
<td>1.1.3 <strong>Organization</strong> structure</td>
<td></td>
</tr>
<tr>
<td>1.1.4 <strong>Geographical</strong> presence</td>
<td></td>
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<tr>
<td>1.1.5 Relevant <strong>experience</strong> (include description of those parts of your organization that would be involved in the performance of the work)</td>
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<table>
<thead>
<tr>
<th>1.2 Staffing information</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>1.2.1 <strong>Number and Geographical</strong> distribution of staff</td>
<td></td>
</tr>
<tr>
<td>1.2.2 <strong>Number of consultants</strong> employed on similar projects in each of the past three years</td>
<td></td>
</tr>
<tr>
<td>1.2.3 <strong>Staff turnover</strong> rate for the past three years</td>
<td></td>
</tr>
</tbody>
</table>

| 1.3 Audited **financial statements** for the past three (3) years |  |
| 1.4 Legal information |  |
| 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** |  |

| 1.5 Relevant Contractual relationships |  |
| 1.5.1 Relevant **Contractual projects** (with other UN agencies or contractors) |  |

| 1.6 Proposed **sub-contractor** arrangements including **sub-contractor information** (as above for each sub-contractor) |  |
| 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 satisfactorily perform the work in accordance with the requirements of this RFP) |  |

<table>
<thead>
<tr>
<th>2.1 <strong>Project Name</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1 <strong>Project Description</strong></td>
<td></td>
</tr>
<tr>
<td>2.1.2 <strong>Status</strong> (under development/implemented)</td>
<td></td>
</tr>
<tr>
<td>2.1.3 <strong>Reason for Relevance</strong> (provide reason why this project can be seen as relevant to this project)</td>
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<tr>
<td>2.1.4 <strong>Roles and responsibilities</strong> (list and clearly identify the roles and responsibilities for each participating organization)</td>
<td></td>
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<tr>
<td>2.1.4.1 <strong>Client</strong> Role and Responsibility</td>
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<tr>
<td>2.1.4.2 <strong>Contractor</strong> Role and Responsibility. Previous contractor role in project</td>
<td></td>
</tr>
<tr>
<td>2.1.4.3 <strong>Third party contractors</strong> Role and Responsibility. Previous specified 3rd party role in project.</td>
<td></td>
</tr>
<tr>
<td>2.1.5 <strong>Team members</strong> (indicate relevant members of the team that will also be used for this project)</td>
<td></td>
</tr>
</tbody>
</table>

### 4.15.4 Proposed Solution

The bidder should spell out in the technical proposal how it seeks to undertake to address the project “Problematique” and the Work stipulated in section 3.3 above.
4.15.5 **Approach/Methodology**

The proposal should describe the approach the bidder will take in undertaking the expected work. Key milestones and deliverables at various stages should also be set out.

4.15.6 **Proposed Time line**

A time line for completion of various elements of work set out in the RFP and timeline for their completion and submission of deliverables should be given.

4.15.7 **Financial Proposal**

The financial proposal should have all elements set out in the summary, Form IA. For determination of costs for the proposal submitted it can be assumed that:

- a. the total no of projects to be monitored and evaluated will be 50 Type I projects and 20 Type II projects (See 3.3.1 above and 4.15.8 below)
- b. work on Type II projects will not include validation of base line data reducing considerably the professional inputs needed for it.
- c. one meeting of all grantees per year will be held at a location to be identified. This can be assumed to be Geneva for costing purposes.
- d. at least one visit per grant funded project will be required.

The 70 projects can be assumed to be distributed in the 44 countries indicated in Figure 1 (Section 2.1).

A country may have more than one project situated in it.

Any other assumptions made in preparing the financial proposal should be set out clearly to accompany the detailed cost for the work.

The above number of projects is the best estimate at this stage. The exact number of projects for which M&E work will be undertaken will be defined at the time of formal award of the contract. The amount of funds available for projects is subject to actual resources available for grants at that point in time.

*Form IA, Financial Summary Form, should be completed fully. Elements not used in the budget lines shown therein should indicate a zero cost.*

4.15.8 **Duration and Scope**

Initial contract will cover a period of 24 months (from the date the contract is awarded to the selected organization/agency) and will be for monitoring and evaluation functions for 50 Type I projects and 20 Type II projects.

Thereafter, annual renewals of the contract will be agreed in writing, subject to performance by the service provider, and will be based on the need and scope of activities in TB REACH. Such a renewal will also be subject to the required funds being available to WHO.
5. OPENING AND EVALUATION OF PROPOSALS

5.1 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 Thursday, 03 October 2013 at 11h00 Geneva 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.

5.2 Clarification of Proposals

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

5.3 Preliminary Examination of Proposals

WHO will examine the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order.

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

5.4 Evaluation of Proposals

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 relevant WHO personnel. The Selection Panel will evaluate all proposals which have passed the Preliminary Examination of Proposals.

An overall assessment will be made combining the technical and the financial evaluations to assess the overall value for money offered by the proposals assessed. In the overall assessment the technical assessment will have a weight of 70% and the financial assessment a weight of 30%.

5.4.1 Technical Evaluation

The technical evaluation of the proposals will include: an assessment of the following characteristics of the proposal.
a. Background of the firm / Agency submitting the proposal, and its organisational standing.
b. Fulfilling WHO/TBREACH M&E project requirements and expectations as set out in this RFP
c. Approach and its feasibility
d. Quality and technical feasibility of the proposal
e. Staffing
f. Management

**Technical Scoring and Weighting System:**
Attributes listed above will have the following weights indicating their significance in the assessment of the technical component of the proposal.

- a. Background of the Firm/Agency submitting the proposal, and its organisational standing (.6).
- b. Fulfilling WHO/STB requirements and expectations as set out in this RFP (.5)
- c. Approach (.6)
- d. Quality and technical feasibility of the proposal (.8)
- e. Staffing (.9)
- f. Management (.8)

**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 evaluation will comprise assessment of the following:
- a) Completeness of the financial proposal (.5)
- b) Clarity of the financial proposal (.6);
- c) Appropriate balance between different cost elements (.8);
- d) Over all cost of the proposal (.9)

**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 Headquarters in Geneva. All expenses incurred by the selected bidder(s) invited to make such presentations will be borne by them, WHO will make no contribution to such expenses.

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**

**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) 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;
c) 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;
d) 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 obligated to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relative 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 obligate WHO to contract for the performance of any work, nor for the supply of any products or services.

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

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

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

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

6.4 WHO's Right to enter into Negotiations

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

6.5 Signing of the Contract

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

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.

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.

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.

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.

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.

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.

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.

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.

7.11 Indemnification

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

7.12 Contractor’s Responsibility for Employees

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

7.13 Subcontracting

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

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

7.14 Place of Performance

The place of performance of the work under the Contract shall be at the home base of the provider: Geneva. The countries where TB REACH funded Projects are running and venues where TB REACH meetings are held.

7.15 Language

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

7.16 Confidentiality

1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of the Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.

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

3) The Contractor may not communicate at any time to any other person, Government or authority external to WHO, any information known to it by reason of its association with WHO which has not been made public except with the authorization of WHO; nor shall the Contractor at any time use such information to private advantage.

7.17 Title Rights

1) All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein as referred to in section 7.4.2 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.

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 any part thereof), in writing:

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

2. With immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided above, the Contractor is:
   a. In breach of any of its material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from WHO; or
   b. Adjudicated bankrupt or formally seeks relief of its financial obligations.

7.19 Force Majeure

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

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

7.20 Surviving Provisions

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

7.21 Use of WHO name and emblem

Without WHO’s prior written approval, the Contractor shall not, in any statement 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.

7.22 Successors and Assignees

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

7.23 Payment

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

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

7.25 Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain:

(i) insurance against all risks in respect of its property and any equipment used for the execution of the Contract;

(ii) all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract; and

(iii) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the performance of the work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees, partners or sub-contractors performing work in connection with the Contract.

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

   a) Name WHO as additional insured;

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

   c) Provide that WHO shall receive written notice from the Contractor’s insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

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

7.26 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.

7.27 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.
7.28 Authority to Modify

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

7.29 Privileges and Immunities

Nothing in or relating to the Contract shall:
- be 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.

7.30 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.

8. PERSONNEL

8.1 Approval of Contractor Personnel

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

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

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

8.2 Project Managers

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

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

8.3 Foreign Nationals

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

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

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.

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 the Contractor nor its partners, subcontractors, agents or employees will engage in activities involving child labour, trafficking in arms, promotion of tobacco or other unhealthy behaviour, or sexual exploitation.

**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.
Eligible countries without any restriction: Countries with GNI per capita of US$2000 or less (Atlas method WB 2010 data)

<table>
<thead>
<tr>
<th>WHO Region</th>
<th>Country</th>
<th>TB high burden country (HBC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMR</td>
<td>Afghanistan</td>
<td>HBC</td>
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<tr>
<td>SEA</td>
<td>Bangladesh</td>
<td>HBC</td>
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<td>AFR</td>
<td>São Tomé and Príncipe</td>
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<td>Senegal</td>
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<td>AFR</td>
<td>Sierra Leone</td>
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<td>Sudan</td>
<td>HBC</td>
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<td>Tajikistan</td>
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<tr>
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<td>Viet Nam</td>
<td>HBC</td>
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<tr>
<td>AFR</td>
<td>West Bank and Gaza Strip</td>
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<tr>
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<td>Yemen</td>
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<tr>
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<td>Zambia</td>
<td>HBC</td>
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<tr>
<td>AFR</td>
<td>Zimbabwe</td>
<td>HBC</td>
</tr>
</tbody>
</table>

Eligible countries for the UNITAID Expert track: Bangladesh, Cambodia, Ethiopia, India, Indonesia, Kenya, Kyrgyzstan, Malawi, Mozambique, Myanmar, Nepal, Pakistan, Philippines, Republic of Moldova, Swaziland, Uganda, United Republic of Tanzania, Uzbekistan, Viet Nam

Eligible countries with restrictions: that can apply for sub-national population/areas that are poor (poverty pockets) with justification provided in the application Countries with GNI per capita between 2000 to 3000

<table>
<thead>
<tr>
<th>WHO Region</th>
<th>Country</th>
<th>TB high burden country (HBC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFR</td>
<td>Congo, Rep.</td>
<td>HBC</td>
</tr>
<tr>
<td>EUR</td>
<td>Egypt</td>
<td>HBC</td>
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<tr>
<td>AFR</td>
<td>Syrian Arab Republic</td>
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<td>Bhutan</td>
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<tr>
<td>EUR</td>
<td>Republic of Moldova</td>
<td>HBC</td>
</tr>
</tbody>
</table>

Remaining high burden countries that are eligible with restrictions: should target sub-national/provincial/district populations that are demonstrated to be economically poor (poverty pockets), with low TB case detection and limited access to TB services

<table>
<thead>
<tr>
<th>WHO Region</th>
<th>Number of countries with per capita GNI $2000, or less</th>
<th>Poverty pockets within countries with per capita GNI $2000-3000</th>
<th>Pockets of poverty and limited access in remaining HBCs</th>
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</thead>
<tbody>
<tr>
<td>AFR</td>
<td>34</td>
<td>2</td>
<td>1</td>
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<tr>
<td>AMR</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>EMR</td>
<td>8</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>EUR</td>
<td>3</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>SEA</td>
<td>6</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>WPR</td>
<td>6</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>59</td>
<td>13</td>
<td>5</td>
</tr>
<tr>
<td>HBCs</td>
<td>15</td>
<td>2</td>
<td>5</td>
</tr>
</tbody>
</table>
**ANNEX II**

**TB REACH**

**Limited access to TB services criteria**

**Background**
In 2010, of the 8.8 million estimated incident TB cases globally, only 5.7 million cases of TB (new and relapse cases) were notified to national TB programmes. This relatively large and persistent gap in case detection has been one of the major barriers for more rapid progress towards the targets of TB control.

In order to accelerate the impact of TB control services on the epidemiological burden of TB, as well as to prevent the further emergence of drug resistant form of TB, it is important to develop and implement new ways of reaching additional TB cases with quality assured TB care.

The TB REACH facility of the Stop TB Partnership supports technically sound and innovative approaches, interventions and activities to detect and successfully treat additional TB cases, especially focusing on populations with limited access to TB services.

The following set of criteria has been developed for TB REACH for defining "limited access to TB services".

**Criteria for defining "limited access to TB services"**

Limited access to TB care is one of the major factors for inadequate TB case detection.

For the purpose of TB REACH, the following "limited access to TB services" criteria are to be considered. Please note that the target population needs to be described in the application form with respect to the relevant limited access criteria, and wherever possible this needs to be supported by evidence.

1. **Geographical characteristics:**
   a. Distance: Distance from TB service delivery points: typically residing >10 kms away from a site diagnosing TB especially in a poor population.
   b. Terrain: Population living in areas recognized by local government authorities as hilly/mountainous, or difficult
   c. Remote communities: Communities residing in areas which are geographically isolated from other population centres; where there is a general absence of essential educational, medical services, electricity and water supplies.

2. **Cultural and social characteristics:**
   a. Population groups with very low level of literacy compared to the average in the country.
   b. Population groups with unusual cultural and social beliefs that prevent them for seeking/accessing modern TB care.
   c. Population sub-groups with demonstrated high levels of stigma preventing care seeking action for TB, including in some settings people living with HIV.
   d. Population groups known for gender-related discrimination
   e. Children with limited access to care
   g. Marginalized ethnic groups, ethnic minorities, indigenous people and tribal communities.
   h. Injecting drug users, commercial sex workers and other high risk population groups which are away from the mainstream.

3. **Economic factors**
   a. Population with average per capita income less than $2 per day.
b. Urban slum population.
c. Homeless population.
d. Miners

4. Health system factors
   a. Area with average population per health care facility with TB microscopy services exceeding 100,000, or population residing in areas where the coverage for health post, nurse or general practitioner (in terms of posts/nurse/doctor per 100,000 population), is substantially below the national recommendation, or the national average.
   b. Population living in areas where there is no subsidized TB care or where there are additional payments and fee for services requested, including fee for accessing private health care.
   c. Population residing in areas officially reported as not covered by the health system, or by a publicly funded national TB programme.
   d. Population accessing health facilities which are complex for TB referral, diagnosis and treatment (with a high possibility of not picking up TB suspects and patients), or facilities which are faced with a persistent problem of stock-outs of first line anti-TB drugs and consumables or reagents for diagnosis.
   e. Prison population (with the exception of those known to have adequate health care and TB services)

5. Migration related factors
   a. Internally displaced population.
   b. Cross-border populations.
   c. Refugee communities, or asylum seekers.
   d. Illegal migrants.
   e. Miners

6. Any other characteristic identified by an applicant based on the local context with clearly articulated compelling arguments for inclusion.

All additional criteria need to be acceptable to the TB REACH Proposal Review Committee.

Identification of population with limited access to TB services
Applicants will be responsible for identification and description of the target population with respect to limited access to TB services.
**ANNEX III**

**TB REACH**

**Guidance to applicants on targeting poverty pockets**

**Why is it important to target poverty pockets?**

There is a well-documented association between poverty and tuberculosis. Not only are the poor more likely to get TB disease, but they are also more likely to face barriers in accessing care. In addition, the economic burden of TB (loss of wages, out-of-pocket expenses for seeking care and loss of productive years of life) makes the poor people even poorer.

The vision of the TB and Poverty Sub-group of the Stop TB Partnership is: "A world where the poor and most vulnerable are protected from TB and have easy and equitable access to quality care".

As an initiative of the Stop TB Partnership, TB REACH is focused on the poor and vulnerable. In addition to focusing on countries with per capita GNI of $2000, or less, TB REACH also welcomes applications that target poverty pockets within countries that have a per capita GNI between $2000 and $3000 and poverty pockets within the remaining high TB burden countries.

TB REACH recognizes that due to socio-economic disparities there are often well known sub-national population that live under substantially higher levels of poverty in these countries. These poverty pockets are vulnerable to TB and often face limited access to TB care.

**What is poverty?**

Poverty is the lack of basic human needs, such as clean water, nutrition, health care, education, clothing and shelter, because of the inability to afford them.

In 1998 a UN Statement on poverty, signed by the heads of all UN agencies stated: "Fundamentally, poverty is a denial of choices and opportunities, a violation of human dignity. It means lack of basic capacity to participate effectively in society. It means not having enough to feed and to cloth a family, not having a school or clinic to go to, not having the land on which to grow one’s food or a job to earn one’s living, not having access to credit. It means insecurity, powerlessness and exclusion of individuals, households and communities. It means susceptibility to violence, and it often implies living on marginal or fragile environments, without access to clean water or sanitation”.

**How is poverty measured?**

The UN has established the following indicators\(^2\) to measure progress towards the Millennium Development Goals (MDG) number-1, i.e. "Eradicate extreme poverty and hunger":

- Proportion of population below $1 (PPP) per day
- Poverty gap ratio
- Share of poorest quintile in national consumption
- Growth rate of GDP per person employed
- Employment-to-population ratio
- Proportion of employed people living below $1 (PPP) per day
- Proportion of own-account and contributing family workers in total employment
- Prevalence of underweight children under-five years of age

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- Proportion of population below minimum level of dietary energy consumption
- Prevalence of underweight children under-five years of age
- Proportion of population below minimum level of dietary energy consumption

MDG progress reports at global and country levels provide the information on these indicators. A number of country reports are available for download from the UN MDG website. Other country reports may be available from their respective Ministries and in-country partner agencies. Large countries often track progress against some of these indicators at sub-national levels.

In addition, the World Bank periodically prepares poverty assessments of countries in which it has an active program. Data in these assessments generally includes measures of population living below the national poverty line as well as the international poverty line.

What are poverty pockets?
Poverty pockets are pockets of poor people within countries. The poverty levels of such populations and communities exceed by far the national average. At the national level, such population and communities are widely considered as socio-economically weak and they are often well delineated by the government for the purpose of social welfare measures.

Depending on the country context these pockets could be: urban slum dwellers, migrants, homeless, internally displaced population, victims of natural disasters, indigenous and tribal communities, unskilled daily wage earners, informal labourers in the organized and unorganized sectors, etc.

How to identify sub-national level poverty pockets?
Sub-national level poverty pockets are often widely known to the concerned government departments and NGOs working on poverty and equitable access to health care.

A pragmatic starting point for identification of such pockets would be consultations with the National TB Programme, and NGOs and Government Departments dealing with poverty reduction, social welfare, social security schemes, indigenous people, internally displaced people, migrants, slums, statistics, etc. The next step is to gather information and data on shortlisted poverty pockets in order to decide the target population. Examples for sources of data and information on poverty with sub-national disaggregation include the following:

1. The World Bank periodic poverty assessments for countries. These individual country reports, which can be downloaded from the World Bank website, include a variety of poverty related data disaggregated by urban and rural areas and by province.
2. National and sub-national level household income and expenditure surveys, household budget surveys and standard of living surveys conducted by the respective Government.

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3. Sub-national poverty maps for a number of countries are available from the World Resource Centre\textsuperscript{7}, Washington DC, USA.

4. Census reports of countries

In addition to the information on poverty, TB notification data and TB prevalence surveys (if available) could also identify pockets of very high prevalence or very high notification rates which could be a pointer to the existence of a pocket of poor and vulnerable population. A pocket of low TB notification rate could also be a pointer to a population pocket with limited access to care and therefore needs to be interpreted carefully.

\textsuperscript{7} \url{http://earthtrends.wri.org/povlinks/poverty_map.php?poverty_map_type_ID=1}