



**World Health  
Organization**

# **Long-Term Agreement for Adult Learning, Learning Technologies, Digital Marketing and Evaluation Services**

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## **Request for Proposals (RFP)**

**Bid Reference**

**2020/018\_ACD\_LearnEval.Sces**

**Unit Name**

**WHO Academy**



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## 1. INTRODUCTION

### 1.1 Objective of the RFP

The purpose of this Request for Proposals (RFP) is to enter into a contractual agreement with a successful bidder and select a suitable Contractor to carry out the following work: |

- To support the WHO Academy in the design, production, translation and delivery of multilingual digital, in-person, and hybrid courses
- To provide the WHO Academy with research and evaluation expertise in adult learning, competency-based learning, and digital education
- To support the WHO Academy in the development of the Learning Experience Platform, including web services, digital design, user experience, user interface, trouble-shooting, debugging, product improvement, etc.
- To support the WHO Academy in digital marketing, outreach, and business services.

Vendors may bid on a single domain, or multiple domains. **KINDLY MARK CLEARLY IN YOUR SUBMISSION THE DOMAIN(S) YOU ARE BIDDING ON.**

The WHO Academy intends to establish Long Term Agreements (LTAs) which meet its resource augmentation needs across established domains listed in section 3.1 and summarized above.

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

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

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

### 1.2 About WHO

#### 1.2.1 WHO Mission Statement



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

### 1.2.2 Structure of WHO

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

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

The WHO Secretariat consists of some 8,000 staff at the Organization's headquarters in Geneva, in the six regional offices and in countries. The Secretariat is headed by the Director-General, who is appointed by the WHA on the nomination of the Executive Board. The head of each regional office is a Regional Director. Regional directors are appointed by the Executive Board in agreement with the relevant regional committee.

### 1.2.3 Description of Cluster/Service/Unit

The WHO Academy is being set up as an internal WHO division that will be headed by a Chief Learning Officer at the level of a WHO Assistant Director-General. The division will therefore be an integral part of WHO under the management authority of the Director-General.

Currently, 8 workstreams are collaborating to support the set-up phase of the Academy. These include: strategic management, learning strategy, courses, learning technologies, quality and standards, finance, communications, and infrastructure.

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## 1.3 Definitions, Acronyms and Abbreviations

AR:	Augmented Reality
AV:	Audio Visual
GPW:	General Programme of Work
KPI:	Key Performance Indicators
LTA:	Long-term Agreement
LXP:	Learning Experience Platform
SDG:	Sustainable Development Goals
VR:	Virtual Reality
WHO:	World Health Organization
WHOA:	World Health Organization Academy

Near-shore: Time zone difference of maximum two (2) hours from Geneva, Switzerland

Off-shore: Time zone difference of three (3) hours or more from Geneva, Switzerland



## 2. DESCRIPTION OF PRESENT ACTIVITIES

Description of the existing activities **currently** undertaken by [WHO Academy] and related to the objectives of this Request for Proposals.

### 2.1 Overview and current approach

[The WHO Academy, a lifelong learning centre scheduled to launch in 2021, is working to scale up learning for impact through digital and face-to-face courses, reaching millions of health workers and others worldwide through the latest technologies and advancements in learning science. The WHO Academy's mission is to build, enhance and maintain competencies through lifelong learning to accelerate the development and adoption of evidence-based policy, practice and research for better health.]

### 2.2 Objectives of the present activity

[The specific objectives of the Academy are to:

1. Transition WHO to a learning organization and strengthen the competencies of over 7000 staff to advance the WHO triple billion goals by 2023.
2. Enhance the competencies of 10 million people through digital learning by 2023 and 60,000 via hybrid learning.
3. Improve the effectiveness, efficiency and impact of lifelong learning supported by WHO.]

### 2.3 Activity coordination

[The WHO Academy is building a state-of-the-art Learning Experience Platform that will deliver enormous value to any training programme. In addition, a physical building is being constructed to serve as the Academy's on-site training hub in Lyon, France. As part of its co-design approach, the Academy development team has been in consultations with departments across the WHO to identify courses that can be created or adapted into official Academy course offerings. The Academy team is coordinating its activities with internal and external stakeholders through multiple channels including partner progress review meetings, member state briefings, consultations as well as workstream-specific and cross-workstream coordination systems. The Academy's establishment blueprint is being implemented through the application of design thinking, co-design, agile product development approaches and a comprehensive quality framework ]



### 3. REQUIREMENTS

#### 3.1 Introduction

WHO requires the successful bidder, the Contractor, to carry out work in one or more of the following 9 domains:

- 1 **Course design and production:** Support to course design teams in identifying the appropriate learning objectives, tools, platforms, behavioural insights, and marketing mechanisms to ensure achievement of learning outcomes and impact; provision of services in learning design, digital design of course content, and recommendations for innovation in learning modalities and tools, keeping in mind the multilingual character of the target audiences.
- 2 **Course delivery (instructors, online facilitators):** provision of resources (people, products, information, technologies) to facilitate course delivery and operations, including instructors, online facilitators, in-course support and moderation, and process improvement; management of learner achievement, recognition, and interoperable learner records. For the Academy's simulation centre, instructors to deliver face-to face and/or virtual trainings, related to the area of emergencies including but not exclusive to: mass casualty management (preparedness and response); clinical care delivery; management of complex emergencies (preparedness and response).
- 3 **Research and evaluation:** development of mixed methods research tools to study and evaluate learning outcomes, impact and processes (changes in skills, knowledge, attitudes, and behaviours).
- 4 **Learning technologies and innovations:** open certification and credentialing system, development, refinement, and trouble-shooting of the learning experience platform to support innovation in course design and delivery as well as product design, usability and accessibility measures to ensure equitable and facilitated access; provision of services in app development, web design, content management, software management, user interface, user experience, extended reality, artificial intelligence, natural language processing (eg. Conversational agents), and virtual simulation. Augmented reality/virtual reality (AR/VR) designers to strengthen our creative technology team in the creation of high-quality AR/VR learning courses.
- 5 **Digital marketing of courses and services:** Strategizing, planning and execution of online/digital tools, platforms and channels to raise awareness of the Academy's products, build its brand, generate leads, and grow the membership base.
- 6 **Multilingual Learning**
  - Editorial services for original language (mostly English) editing, proofreading and quality control.
  - Translation services into Arabic, Chinese, English, French, Russian, Spanish and other languages to ensure the timely, high-quality translation of the Academy's products.
  - Localizaton services: In addition to translation, execution of technical localization tasks, such as the pre-processing of files for extracting translatable content, post-processing of files, and building and testing of the localized products.
  - Provision of workflow, editorial and computer-assisted translation/machine translation tools and systems.
- 7 **Strategic Advisory Services:** Strategic advisory services relating to the Academy's establishment, stakeholder engagement, change management, organizational design, business process design and optimization and managing a hub and spokes model. Legal advisory services relating to intellectual property, artificial intelligence and data privacy.



- 8 **Business services:** Services supporting business planning, finance, budgeting, risk management and internal control, product development, pricing strategy, product development and growth.
- 9 **Audio Visual Services:** Based on the approved conceptual design, provide the team with support in the procurement and installation of audio visual (AV) equipment into a green-field state-of-the-art adult learning centre to be erected in France

## 3.2 Characteristics of the Contractor

### 3.2.1 Status

The Contractors shall be for profit or not for profit institutions operating in the field of adult learning, technology, research, infrastructure or business, with proven expertise in learning science, technology, behaviour change, digital education, and/or the specified domains in section 3.1.

### 3.2.2 Accreditations

An accreditation related to the domains in section 3.1, or an on-going accreditation process by a certified accreditation body will be an asset. WHO may require certification upon request for specific resources.

- o Translation services: ISO 17100:2015 accreditation is an asset.
- o Localization services: ISO 9001 accreditation is an asset.

### 3.2.3 Previous experience

- Previous work with WHO, other international organizations and/or major institutions in the field of public health or adult learning in a multilingual context would be an asset.
- Proven experience in technology and innovation is an asset.

Please complete the sections outlined in Annex 4 to demonstrate eligibility and previous experience in projects relevant to the domains selected.

In addition, please provide a minimum of three references (email and telephone), for whom you have delivered services relevant to this RFP and whom WHO may contact. These should be references for relevant projects highlighted in section 2 of Annex 4. WHO reserves the right to contact these references without prior notification to the bidder.

If applicable, please highlight international organizations and/or UN organizations for which you have delivered these resources and services.

### 3.2.4 Staffing

- The successful bidder will be responsible for all arrangements that may be necessary for its staff / team to be able to work on WHO premise (as necessary), including travel, transportation, work permits, etc.
- Subcontracting should be limited and only with providers where a successful collaboration history has been established, subcontracting details must be detailed out in the proposal of each work order. Subcontractors should follow the approach and process agreed by WHO and the contractor (vendor).



- Core project team members especially the lead roles should be the permanent employee of the company.
- Upon selecting the resource for a work order, the résumés of the individuals shall be shared for review by WHO and possibly require an interview, Declaration of Interest, and Confidentiality Undertaking.
- The vendor must make a commitment to a training plan for their consultants
- The successful bidder(s) shall not double book resources during selection. In the event that this is unavoidable, the WHO Academy and the hiring panel are to be informed immediately.
- CVs are required for core members of the bid submission team

### **Staffing per Domain:**

The following roles are considered most relevant and should be addressed in the responses, with the full recognition that actual experts in these technical domains may differ somewhat from what is listed here. The main responsibilities and primary qualifications for each of the below roles will be provided when defining terms of reference.

#### **DOMAIN 1: Course design and production**

- Learning designer
- Learning expert
- Behavioural insights expert

#### **DOMAIN 2: Course delivery**

- High fidelity simulation technicians
- Faculty
- Online facilitators/ moderators

#### **DOMAIN 3: Research and evaluation**

- Statisticians/ Data Scientists
- Mixed methods research expert
- Mixed methods research assistant

#### **DOMAIN 4: Learning technologies and innovations**

- Software developer
- Machine learning Expert
- Product owner
- AR/VR designer
- AR/VR engineer
- Devops engineer
- QA Automation engineer
- Mobile development
- Digital credentialing developer and issuer

#### **DOMAIN 5: Digital marketing of courses and services**

- Marketing expert
- Market analyst

#### **DOMAIN 6: Multilingual capabilities**

- Editorial services
  - Editor
  - Proofreader
- Translation services:
  - Translator
  - Reviser



- Proofreader
- Project/workflow manager
- Localization services
  - Localization engineer
  - Tester

#### DOMAIN 7: **Strategic Advisory Services**

- Director/Partner/Principal
- Senior manager
- Manager
- Senior consultant
- Junior consultant
- Business analyst
- Intellectual property/ data privacy expert
- Legal expert

#### DOMAIN 8: **Business services**

- Legal specialist
- Director/Partner/Principal
- Senior manager
- Manager
- Senior consultant
- Junior consultant
- Business analyst

#### DOMAIN 9: **Audio Visual Services**

- Technician
- Engineer
- Audio/Visual communications specialist
- Project manager

Other profiles may become relevant as technology changes. Ideally, they can be represented by somewhat generic roles. However, should new technologies drive specific role titles, they should not be excluded from consideration or engagement as a result of this award just because they are unknown at the time of this writing.

The Service Provider should endeavor to align rates where possible to the 9 domains above.

It should be recognized that the spirit of this search is not focused on rigid standards, traditional structures and common controls associated with mainstream technologies. In issuing this RFP, WHO is seeking Adult Learning, Learning Technologies, Digital Marketing, and Evaluation Services partners focused on mastering the newest technologies and leveraging these to drive business outcome. As well we are seeking partners who are flexible and engage with WHO to help in creative ways, bringing solid technical expertise, to help define and implement novel, effective systems.

This contract is for resources across the world: onsite at WHO Headquarters in Geneva and Lyon, near-shore and offshore. The bidder will be fully responsible for timely obtaining visa/permit applications. The proposed personnel shall be eligible to work in the specific location. The Service Provider should outline its capabilities to source resources and materials per required locations. |

### 3.3 Work to be performed

**KINDLY MARK CLEARLY IN YOUR SUBMISSION THE DOMAIN(S) YOU ARE BIDDING ON.**



#### DOMAIN 1: **Course design and production**

- Work with course development teams to ensure coherence across learning objectives, learning modalities, tools, behavioural insights, and learning outcomes
- Provide learning design services for face-to-face, online, and/or hybrid multilingual courses
- Provide digital design and production services for online multilingual courses

#### DOMAIN 2: **Course delivery (instructors, online facilitators)**

- Provide high-fidelity technicians to operate and maintain human high fidelity simulators
- Provide faculty and/or facilitators to support delivery of face-to-face and/or online multilingual courses, including those for simulations
- Support course management, facilitation, or moderation and make recommendations for improvement and innovation in course delivery
- Provide subject-matter expertise on specific courses based on need articulated by course development teams
- Support learner achievement, recognition, and pathways based on learner records

#### DOMAIN 3: **Research and evaluation**

- Develop mixed methods research and evaluation tools to assess learning outcomes and impact
- Assess appropriateness of existing evaluation and quality assurance tools
- Develop competency-based evaluation frameworks to support open certification
- Feedback research findings into continuous quality improvement mechanism for course design and delivery
- Develop research models for different course modalities to capture changes in knowledge, skills, attitudes, and behaviours

#### DOMAIN 4: **Learning technologies and innovations**

- Support in development of Learning Experience Platform (LXP) including software development, trouble-shooting, debugging, etc.
- Improve user interface, user experience, and equitable access
- Provide services and contribute creative concepts and ideas in applying augmented reality, artificial intelligence, gamification, and/or virtual simulation as appropriate for individual courses
- Developing the AR/VR courses from concept to finalisation.
- AR/VR engineers to collaborate with AR/VR designers to prototype and implement interaction concepts in AR/VR.
- Provide multilingual web and content management services and systems
- Support development of an open source digital credentialing system that includes development of learning pathways that deploy machine readable, actionable data through portable, verifiable digital credentials and interoperable learner records
- Develop use cases and applications for conversational agents to enhance user experience
- Develop complex query expressions and optimization
- Support digital security

#### DOMAIN 5: **Digital marketing of courses and services**

- Design measurable, results-based digital marketing programmes for the Academy, focusing on brand-development and lead-generation vis-à-vis the Academy's courses and services
- Expand audience engagement with the Academy and implement strategies to convert users of free services to paid users, and then to retain them as ongoing purchasers of Academy products
- Advise Academy on how to build audiences for its web and social media platforms, as well as which platforms and channels should be used to reach promising markets
- Design and implement tools and strategies for approaching key targeted markets and also broadening the audience base



## DOMAIN 6: **Multilingual capabilities**

- Editorial services
  - Edit and proofread source material in line with WHO style and standards.
- Translation services
  - Translate, revise and proofread technical, training, web, audio/visual and other content.
  - Translate, revise and proofread, documents, reports, press material, newsletters, press releases, human interest stories, etc.
  - Ensure that the translated text is in line with WHO style, terminology and standards.
  - Provide services on urgent basis as required.
- Localization services
  - Identify resource files that contain translatable text and if necessary pre-process the files to make them translatable.
  - Troubleshoot issues arising from the translation process.
  - Integrate translations into the online learning platform.
  - Create images in the target languages
  - Perform desktop publishing tasks
  - Perform linguistic and functional testing of the localized courses.
- Provide workflow, editorial and computer-assisted translation/machine translation tools and systems.

## DOMAIN 7: **Strategic Advisory Services**

Provide advisory services, strategic, capacity building, and/or operational support in any of the following areas:

- Project and change management
- Organizational design
- Business optimization
- Partnership and stakeholder development strategies
- Hub and spokes governance and development
- Intellectual property
- Data privacy

## DOMAIN 8: **Business services**

Provide advisory services, strategic, capacity building, and/or operational support in any of the following areas:

- Business strategy planning and development
- Management consulting and advisory services
- Product development and growth strategies
- Financial management, analysis, forecasts, budgets, activity costing, and cash flow
- Evaluation and continuous business improvement
- Risk management and internal control

## DOMAIN 9: **Audio Visual Services**

- Advise WHO on the most adequate procurement strategy, weighing the risks, costs, and benefits of each options available for procurement, in respect of WHO procurement rules.
- Based on the existing conceptual design, develop the required documentation for the competitive tender for AV related equipment, including backbone infrastructure.
- Carry out the competitive bidding process, following WHO procurement rules, to identify the necessary companies to supply and/or install and/or maintain and/or operate all of the required audiovisual equipment and systems. This shall include the critical analysis of the bids received and recommendation to help WHO to choose the most adapted contractor(s).



- Coordination services including the collection, control, coordination and communication of all relevant technical details and information for integration within the developer's design team project. The consultant is to act as the focal point between WHO and the AV contractor(s).
- Supervise the on-site delivery and set up of the AV systems, including assistance to WHO for the commissioning, handing over and training of the AV system.

WHO requires services from vendors to fulfil resource augmentation for any Terms of Reference developed in support of domains 1, 2, 3, 4, 5, 6, 7, 8 & 9.

LTAAs with each vendor shall contain:

- Agreed rates of resources by role and by seniority.
- Seniority level is defined as follows:
  - 0 to 4 years relevant experience = (Seniority Level 1)
  - 5 to 9 years relevant experience = (Seniority Level 2)
  - 10+ years relevant experience = (Seniority Level 3)
  - Relevant experience is the related aggregated professional experience a consultant has acquired.
- ToRs sent for resource recruitments will be titled as 'Junior' for SL 1, no additional title for SL 2, and 'Senior' for SL 3.
  - The Seniority Level will be explicitly cited in the ToR.
  - i.e.: "Junior Project Manager" or "Project Manager" is the ToR title and later in the ToR it states "SL 1" or "SL 2", respectively.
- Any ToR specifying less than 100% capacity should be considered as less than full time contracts.

### 3.3.1 Key requirements

The Academy seeks to launch 10 high-quality courses by May 2021 and will scale up to more than 100 courses over a 5 year period.

The successful bidder(s) can expect a business relationship with WHO Academy which adheres to the following process:

1. WHO Academy provides to LTA partners (successful bidders) a ToR.
2. The LTA partner is provided 10 working days to present candidate profiles.
3. The WHO Academy reviews and shortlists candidates.
4. WHO Academy schedules interviews with shortlisted candidates through the vendor's account manager.
  - a. Interviews are led by relevant technical experts and should not be taken lightly. We expect the selected bidder to adequately prepare candidates.
  - b. Interviews consist of a combination of competency and technical based questions, and may also include a brief test.
  - c. Interviews are either in person or by teleconference (i.e. WebEx or Skype for Business)
5. WHO Academy selects a candidate and adjudicates the selection for requisite approvals.
6. The winning vendor's account manager is informed.
  - a. Losing vendor account managers are informed.
  - b. In exceptional cases, a runner-up will be selected as well if the availability of the winning candidate is in question. The relevant account manager will be informed.
7. Process is closed.

WHO is not responsible for arranging work permits or visas. Vendors should indicate they are able to obtain requisite work visas in a timely manner.



Minimum criteria:

1. All candidates for sourcing opportunities must be fluent in English, written and verbal. Fluency in another language is an asset, for Domain 6 fluency in at least one other language is required.
2. All proposed candidates by the vendor to WHO should be reserved for WHO as a priority.
3. Supplier must **demonstrate** proven expertise in delivering services in the established domains.

Desired criteria:

1. Multilingual
2. Experience in adult learning and/or digital education |

### 3.3.2 Place of Performance

[Remote/ Geneva, Switzerland/ Lyon, France |

### 3.3.3 Timelines

[Bidders should be available to provide services in the lead-up to the Academy's May 2021 launch, preferably starting Q4/2020. Deliverable timelines will be agreed upon based on domain-specific needs and supplier availability. |

### 3.3.4 Reporting requirements

[The successful bidder will be expected to comply with the hiring manager or WHO manager to whom their consultant is assigned. Time sheets will be conducted on at least a monthly basis and performance reviews will be conducted as required and/or upon renewal of a contract.

All resources provided by a vendor remain as employees of the vendor. Under no circumstance should a resource provided by a vendor be considered a WHO employee. |

### 3.3.5 Finance and accounting requirements

[Payment schedules will be specified when a Purchase Order or equivalent request is issued. |

### 3.3.6 Performance monitoring

[During the course of a work order, the vendor will be required to monitor the performance of the resources working on the defined tasks and deliverables. If the performance of resources is deemed unsatisfactory by WHO, the vendor should intervene to provide corrective measures agreed by both parties. WHO has the right to request for an immediate replacement of a resource, within the first three (3) months of the work order, or as otherwise specified. After three (3) months, a replacement should be done with one month notice.

Should the vendor wish or is requested to replace its candidate during the course of a contract, the handover period shall be covered free of charge by the vendor. An adequate period of notice should be provided. Standard handover period is minimum (5) working days; standard notice period is minimum four (4) weeks. |



## 4. INSTRUCTIONS TO BIDDERS

The only means by which bidders can submit proposals in response to this RFP is through the United Nations Global Marketplace (UNGM) portal, available at <https://www.ungm.org/>.

All bidders must therefore be registered with the UNGM at basic level to submit their proposal.

Detailed information on the registration and submission of your proposal through the UNGM portal is available in Annex 7 to this RFP.

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

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

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### 4.1 Language of the Proposal and other Documents

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

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### 4.2 Intention to Bid

**No later than 10/11/2020 17:00 hours Geneva Time, the bidder shall submit the following forms, duly completed and signed under the “Correspondence” tab of UNGM:**

1. Acknowledgment Form (Annex 1);
2. Confidentiality Undertaking Form (Annex 2).

These forms are confirming the bidder’s intention to submit a bona fide proposal and designating a representative to whom communications may be directed, including any addenda.

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

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### 4.3 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of the proposal, including but not limited to the possible cost of discussing the proposal with WHO, making a presentation, negotiating a contract and any related travel.

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

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### 4.4 Contents of the Proposal

Proposals may offer the total requirements or only part thereof. The bidder shall indicate precisely which specific part of the requirements it intends to provide by completing the Proposal Completeness form, attached hereto as Annex 3. **KINDLY MARK CLEARLY IN YOUR SUBMISSION THE DOMAIN(S) YOU ARE BIDDING ON.**

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

instructions, terms and specifications, and/or to submit the aforesaid forms will be at the bidder's risk and may affect the evaluation of the proposal.

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#### 4.5 Joint Proposal

Two or more entities may form a consortium and submit a joint proposal offering to jointly undertake the work. Such a proposal must be submitted in the name of one member of the consortium - hereinafter the "lead organization". The lead organization will be responsible for undertaking all negotiations and discussions with, and be the main point of contact for, WHO. The lead organization and each member of the consortium will be jointly and severally responsible for the proper performance of the contract.

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#### 4.6 Communications during the RFP Period

**Any request for clarification on technical, contractual or commercial matters is to be submitted EXCLUSIVELY via UNGM no later 10 November 2020 at 17:00 Geneva time.**

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

The WHO Academy will respond in writing via the "Correspondence" tab of UNGM to any request for clarification of the RFP that it receives by the deadline indicated above. A consolidated document of WHO's responses to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the RFP.

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

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#### 4.7 Submission of Proposals

All proposals for this RFP must be submitted **solely through the UNGM**.

The technical and financial parts of the proposal must be submitted in two separate and sealed submissions ("envelopes") in UNGM, as further described in section 4.8.

Upon submission through UNGM, proposals become automatically sealed, and accessible to WHO once the deadline for submission of proposals has passed.

The proposal shall include the complete technical and financial proposals and requested supporting documents (marked clearly **Bid Ref 2020/018\_ACD\_LearnEval.Scgs**):

- All information and documentation related to the technical proposal (including the attached Annexes 2, 3 and 6 and the "Information about Bidders" as listed in Annex 4) shall be uploaded in UNGM, "Tender Documents" tab, under "Technical Envelope" ONLY.
- All information and documentation related to the financial proposal (including the attached Annex 5: Acceptance Form) shall be uploaded in UNGM, "Tender Documents" tab, under "Financial Envelope" ONLY.



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

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#### 4.8 Formatting and Naming of Proposals

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

**Technical Proposal\_Bidder’sName\_ 2020/018\_ACD\_LearnEval.Scscs**

and

**Financial Proposal\_Bidder’sName\_ 2020/018\_ACD\_LearnEval.Scscs**

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

The technical proposal and related attachments should be attached in the “Technical envelope” placeholder. **KINDLY MARK CLEARLY IN YOUR SUBMISSION THE DOMAIN(S) YOU ARE BIDDING ON.**

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

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

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

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

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#### 4.10 Period of Validity of Proposals

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

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#### 4.11 Closing Date for Submission of Proposals

**Proposals must be submitted EXCLUSIVELY via UNGM and not later than 30/11/2020 17:00 PM hours, Geneva time.**

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

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



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## 4.12 Modification and Withdrawal of Proposals

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

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

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

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## 4.13 Receipt of Proposals from Non-invitees

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

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## 4.14 Amendment of the RFP

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

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

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## 4.15 Proposal Structure

The contents of the bidder's proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the information listed in sections 4.15.2 to 4.15.6 below.

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

### 4.15.1 Acceptance Form

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

- That the bidder undertakes on its own behalf and on behalf of its possible partners and Contractors to perform the work in accordance with the terms of the RFP;
- The total cost of the proposal, indicating the United Nations convertible currency<sup>1</sup> used (preferably US Dollars);
- The number of days the proposal is valid (from the date of the form) in accordance with section 4.10.

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

#### 4.15.2 Executive Summary

The bidder's proposal must be accompanied by an Executive Summary introducing the proposed solution and approach / methodology. **KINDLY MARK CLEARLY IN YOUR SUBMISSION THE DOMAIN(S) YOU ARE BIDDING ON.**

#### 4.15.3 Showcased Projects

This is intended to demonstrate the bidder's ability to successfully deliver on projects, such as would be relevant to WHO's requirements as stated in this RFP.

The bidder is asked to provide documentation on two projects which exhibit your capabilities in the relevant domain in a clear and concise description, free of unnecessary or irrelevant marketing collateral, but limited as much as possible to the following:

1. The specific roles provided by the Service Provider's own resources.
2. The precise objective(s) of the project.
3. The implemented technical solution at a high-level.
4. The measured impact of the implemented solution.

Innovative engagement aspects should be focused on new or advanced technologies, but can also display innovative aspects in other areas, such as business-model, partnerships, etc.

#### 4.15.4 Approach/Methodology

The Supplier shall provide resource augmentation services on a time and materials basis, and/or fixed price project deliverables. Bidders shall bid on one or any combination of Domains 1, 2, 3, 4, 5, 6, 7, 8 or 9. This should be made explicitly clear through proper completion of Annex 3. Bids should be tailored to demonstrate mastery in each category. **Please note that evaluation will be conducted on a domain-by-domain basis. This includes a minimum of three references, which must correspond by domain.** General company references will not be seriously considered.

- The bidder should demonstrate how they seek to address the stated needs in any of the domains listed in section 3.3 (1-9) through the Supplier's own recommended or unique approaches, tools, and techniques.
- Tools and approaches should be referenced where appropriate.
- The bidder should present a Logical Framework to demonstrate expected outputs and outcomes.
- The bidder should provide a brief description of proposed staffing arrangements including levels of seniority (3.3).
- Services and capabilities pertaining to this RFP are to be described. The proposal must describe the flexibility of the service offerings and how they could be tailored to WHO's specific needs.

#### 4.15.5 Proposed Time line

The proposed Timeline project plan should be presented either in MS Project MPP, XLS or PDF format. The bidder should align its timeline with the launch of the WHO Academy in May 2021.

#### 4.15.6 Financial Proposal

The financial proposal should mirror the technical proposal, highlighting the daily rate fee per domain, role, location, along with discounts and travel/subsistence where relevant.

At the end of this RFP process, the winning bidders will have established rate tables. All rates are recommended to be presented in USD. These tables serve as the maximum amount WHO will pay for a consultant from a vendor, and of a particular seniority (3.3).

Please fill out the table provided in Annex 5 and include the Excel spreadsheet in soft copy as part of the financial proposal. (Note flat-rates for Subsistence Allowance/Travel should be included and all amounts should be specified in US dollars.)

The Service Provider is expected to provide the cost structure for each of the dedicated profiles specified in Section 3.3, to include:

- a. Daily rates (“rate card”) for each role in each of the specified on-site locations (Geneva, Lyon).
- b. Daily rates (“rate card”) for each role provisioned near-shore or off-shore if applicable.
- c. Differentiating (if applicable) between engagements for periods of 6 months, 1 year, greater than 1 year.
- d. Differentiating (if applicable) between junior-level and senior-level resources (defined in section 3.3).

For Resource Augmentation: Shall include fixed ceiling daily rate tables (in US dollars) broken down by role and seniority. The standard working day is eight (8) hours a day. Suppliers should indicate their volume discount.

For Fixed price: Estimation of the staff resources needed by the consultants to deliver on the requirements. The financial proposal should be a fixed amount including all costs (also travel costs) and should be made in US dollars.

In order to understand fixed-bid costing models, please provide your typical tiered development capabilities/approach. It has been our experience that an effective and cost-efficient way to develop is by providing a tiered set of services, whereby a small number of onsite resources lead and oversee a larger group of off-shore resources.

Please describe this model if it exists, including the following details:

- Typical ratios of onsite to off-shore resources assigned to project teams if applicable
- Any additional roles (such as PMs) required onsite to implement this model
- Particular methodologies employed by such teams, if available. |

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#### 4.16 Conduct and Exclusion of Bidders

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

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

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

Bidders will be excluded if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they or persons having powers of representation, decision making or control over them have been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings;



- they or persons having powers of representation, decision making or control over them have been the subject of a final judgment or of a final administrative decision for financial irregularity(ies);
- it becomes apparent to WHO that they are guilty of misrepresentation in supplying, or if they fail to supply, the information required under this RFP and/or as part of the bid evaluation process; or
- they have a conflict of interest, as determined by WHO in its sole discretion; or
- they are, or have found to be, in violation of any standard of conduct as described in the WHO Policies, referred to in section 7.33 of this RFP.

WHO may decide to exclude bidders for other reasons.

## 5. OPENING AND EVALUATION OF PROPOSALS

### 5.1 Opening of Proposals

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

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

There will be no public bid opening.

### 5.2 Clarification of Proposals

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

### 5.3 Preliminary Examination of Proposals

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

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

### 5.4 Evaluation of Proposals

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

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

Technical Weighting:	70 % of total evaluation
Financial Weighting:	30 % of total evaluation

#### 5.4.1 Technical Evaluation

The technical evaluation of the proposals will include:

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



- the quality of the technical solution proposed;
- the appropriateness of the proposed approach;
- the experience of the firm in carrying out related projects;
- the qualifications and competence of the personnel proposed for the assignment.
- The contributions to innovation and creative problem-solving

The number of points which can be obtained for each evaluation criterion is specified below and indicates the relative significance or weight of the item in the overall evaluation process. A minimum of 45/70 points is required to pass the technical evaluation.

Addressing of WHO’s requirements and expectations	10
Quality of the overall proposal	15
Appropriateness of the proposed approach	15
Experience of the firm in carrying out related project	10
Qualifications and competence of the personnel proposed for the assignment	15
Contribution to innovation	5

### 5.4.2 Financial Evaluation

Financial proposals shall remain sealed until the completion of the technical evaluation. During the financial evaluation, only the price proposals of those bids which have achieved the minimum technical threshold according to the evaluation process described in section 5.4.1 will be opened and compared.

### 5.5 Bidders' Presentations

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

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



## 6. AWARD OF CONTRACT

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### 6.1 Award Criteria, Award of Contract

WHO reserves the right to:

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

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

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

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

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

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

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

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

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

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### 6.5 Signing of the Contract



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

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## 6.6 Publication of Contract

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

## 7. GENERAL AND CONTRACTUAL CONDITIONS

The contract between WHO and the selected bidder ("the Contract") will, unless otherwise explicitly agreed in writing, include the provisions as set forth in this section, and will otherwise inter alia address the following issues:

- responsibilities of the selected bidder(s) ("the Contractor(s)") and WHO;
- clear deliverables, timelines and acceptance procedures;
- payment terms tied to the satisfactory performance and completion of the work;
- notices.

The prices payable by WHO for the work to be performed under the Contract shall be fixed for the duration of the Contract and shall be in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice. The total amount payable by WHO under the Contract may be either a lump sum or a maximum amount. If the option for payment of a lump sum applies, that lump sum is payable in the manner provided, subject to satisfactory performance of the work.

If the option for payment of a maximum amount applies:

- the Contract shall include a detailed budget;
- the Contractor shall be held to submit a financial statement together with each invoice;
- any advance payments by WHO shall be used by the Contractor exclusively for the work in accordance with the budget and any unspent balance shall be refunded to WHO;
- payment by WHO shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements;
- to the extent the Contractor is required to purchase any goods and/or services in connection with its performance of the Contract, the Contractor shall ensure that such goods and/or services shall be procured in accordance with the principle of best value for money. "Best value for money" means the responsive offer that is the best combination of technical specifications, quality and price; and
- consistent with section 7.3 (Audit and Access), all financial reports shall be subject to audit by or on behalf of WHO, including examination of supporting documentation and relevant accounting entries in the Contractor's books. In order to facilitate financial reporting and audit, the Contractor shall keep systematic and accurate accounts and records in respect of the work.

Unless otherwise specified in the Contract, WHO shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and WHO shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity as described in the Contract, from any other sources at any time.

Unless otherwise specified in the Contract, in the event that the Contract is a Long-Term Agreement ("LTA"), the Contractor shall offer the same prices and terms as those agreed with WHO under the Contract to other interested United Nations system agencies and to organizations eligible to purchase through WHO, it being understood that each such agency and organization will be responsible for independently entering into and administering its own contract with the Contractor. The Contractor shall take into account the additional quantities of services purchased by all United Nations system agencies and other organizations as aforesaid to further reduce the prices for WHO and such other agencies and organizations.



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## 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.

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## 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.

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## 7.3 Audit and Access

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

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

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

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

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

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## 7.4 Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to WHO in connection with the performance of the work under the Contract. The Contractor shall refrain from any action which may adversely affect WHO and shall fulfil its commitments with the fullest regard to the interests of WHO.

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## 7.5 Warranties

The Contractor warrants and represents to WHO as follows:

- 1) The deliverables shall meet the specifications called for in the Contract and shall be fully adequate to meet their intended purpose. The Contractor furthermore warrants that the



deliverables shall be error-free. The Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least one year after completion of the work. It is agreed, however, that errors and other defects which have been caused by modifications to the deliverables made by WHO without agreement of the Contractor are not covered by this paragraph.

- 2) The deliverables shall, to the extent they are not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of the Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables (including, but not limited to, licenses for WHO to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based so as to permit WHO to fully exercise its rights in the deliverables without any obligation on WHO's part to make any additional payments whatsoever to any party.
- 3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and shall be delivered to WHO free and clear of any and all liens, claims, charges, security interests and any other encumbrances of any nature whatsoever.
- 4) The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whomsoever.
- 5) Except as otherwise explicitly provided in the Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to WHO, to perform its obligations hereunder.
- 6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

Contractor furthermore warrants and represent that the information provided by it to WHO in response to the RFP and during the bid evaluation process is accurate and complete. Contractor understands that in the event Contractor has failed to disclose any relevant information which may have impacted WHO's decision to award the Contract to Contractor, or has provided false information, WHO will be entitled to rescind the contract with immediate effect, in addition to any other remedies which WHO may have by contract or by law.

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## 7.6 Legal Status

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis WHO, and nothing contained in or relating to the Contract shall be construed as establishing or creating an employer/employee relationship between WHO, on the one hand, and the Contractor or any person used by the Contractor in the performance of the work, on the other hand.

Thus the Contractor shall be solely responsible for the manner in which the work is carried out. WHO shall not be responsible for any loss, accident, damage or injury suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on WHO premises or not.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damage, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.



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## 7.7 Relation Between the Parties

Nothing in the Contract shall be deemed to constitute a partnership between the Parties or to constitute either Party as the agent of the other.

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## 7.8 No Waiver

The waiver by either Party of any provision or breach of the Contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

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## 7.9 Liability

The Contractor hereby indemnifies and holds WHO harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against WHO at any time and based on, or arising out of, breach by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

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## 7.10 Assignment

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

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## 7.11 Indemnification

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

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## 7.12 Contractor's Responsibility for Employees

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

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## 7.13 Subcontracting

Any intention to subcontract aspects of the Contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff

proposed for use must be covered with same degree of thoroughness as for the prime contractor. No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or formally agreed to by WHO at a later time. In any event, the total responsibility for the Contract remains with the Contractor.

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

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#### 7.14 Place of Performance

The place of performance of the work under the Contract shall be as indicated under 3.3.2.

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#### 7.15 Language

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

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#### 7.16 Confidentiality

- 1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of the Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.
- 2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of the Contract.
- 3) The Contractor may not communicate at any time to any other person, Government or authority external to WHO, any information known to it by reason of its association with WHO which has not been made public except with the authorization of WHO; nor shall the Contractor at any time use such information to private advantage.

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#### 7.17 Title Rights

- 1) All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein as referred to in section 7.5 2) above, shall be exclusively vested in WHO.

- 2) WHO reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.
- 3) At WHO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist WHO in securing such rights in compliance with the requirements of applicable law.

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## 7.18 Termination and Cancellation

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

1. In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
2. In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time for fulfilment of such obligations, will not be respected.

In addition, WHO shall be entitled to terminate the Contract (or part thereof), in writing:

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

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## 7.19 Force Majeure

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

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

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## 7.20 Surviving Provisions



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

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### 7.21 Use of WHO name and emblem

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

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### 7.22 Publication of Contract

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

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### 7.23 Successors and Assignees

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

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### 7.24 Payment

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

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### 7.25 Title to Equipment



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

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## 7.26 Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain:

- (i) insurance against all risks in respect of its property and any equipment used for the execution of the Contract;
- (ii) all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract; and
- (iii) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the performance of the work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees, partners or sub-contractors performing work in connection with the Contract.

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

- a) Name WHO as additional insured;
- b) Include a waiver of subrogation to the insurance carrier of the Contractor's rights against WHO;
- c) Provide that WHO shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

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

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## 7.27 Settlement of Disputes

Any matter relating to the interpretation of the Contract which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of the Contract shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

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## 7.28 Authority to Modify

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



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## 7.29 Privileges and Immunities

Nothing in or relating to the Contract shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.

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## 7.30 Anti-Terrorism and UN Sanctions; Fraud and Corruption

The Contractor warrants for the entire duration of the Contract that:

- (i) it is not and will not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it will not make any payment or provide any other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;
- (ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract; and
- (iii) the Contractor shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract.

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

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## 7.31 Ethical Behaviour

WHO, the Contractor and each of the Contractor's partners, subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of the Contract. In this regard, the Contractor shall also ensure that neither the Contractor nor its partners, subcontractors, agents or employees will engage in activities involving child labour, trafficking in arms, promotion of tobacco or other unhealthy behaviour, or sexual exploitation and abuse.

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## 7.32 Officials not to Benefit

The Contractor warrants that no official of WHO has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or the award thereof.

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## 7.33 Compliance with WHO Codes and Policies

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

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

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



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

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### **7.34 Zero tolerance for sexual exploitation and abuse**

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

- each legal entity Contractor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response by any its employees and any other persons engaged by it to perform any services under the Contract; and (ii) promptly report to WHO and respond to, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the contractor becomes aware; and
- each individual Contractor warrants that he/she will (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; and (ii) promptly report to WHO, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Contractor becomes aware.

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### **7.35 Tobacco/Arms Related Disclosure Statement**

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

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### **7.36 Compliance with applicable laws, etc.**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract. Without limiting the foregoing or any other provision of these General and Contractual Conditions, the Contractor shall at all times comply with and ensure that each of its partners, subcontractors and their employees and agents comply with, any applicable laws and regulations, and with all WHO policies and reasonable written directions and procedures from WHO relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual 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 from WHO, the Contractor shall immediately notify WHO of such violation or potential violation. WHO, in its sole



discretion, shall determine the course of action to remedy such violation or prevent such potential violation, in addition to any other remedy available to WHO under the Contract or otherwise.

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### 7.37 Breach of Essential Terms

The Contractor acknowledges and agrees that each of the provisions of section 7.30 (Anti-Terrorism and UN Sanctions; Fraud and Corruption), section 7.31 (Ethical Behaviour), section 7.32 (Officials not to Benefit), section 7.33 (Compliance with WHO Codes and Policies), and section 7.34 (Zero tolerance for sexual exploitation and abuse), section 7.35 (Tobacco/Arms Related Disclosure Statement) and section 7.36 (Compliance with applicable laws, etc.) hereof constitutes an essential term of the Contract, and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to:

- (i) terminate the Contract, and/or any other contract concluded by WHO with the Contractor, immediately upon written notice to the Contractor, without any liability for termination charges or any other liability of any kind; and/or
- (ii) exclude the Contractor from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with WHO.

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



## 8. PERSONNEL

### 8.1 Approval of Contractor Personnel

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

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

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

### 8.2 Project Managers

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

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

### 8.3 Foreign Nationals

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

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



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

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

**9. LIST OF ANNEXES**

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



## Request for Proposals: 2020/018\_ACD\_LearnEval.Sces

**Annex 1: Acknowledgement Form**

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

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

 **Intention To Submit A Proposal**

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we intend to submit a proposal **on or before 30/11/2020 at 17:00 PM hours Geneva time.**

 **Non-Intention To Submit A Proposal**

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

[insert reason here ]

[ ]

[ ]

**Bidder's Contact Information is as follows:**

<b>Entity Name:</b>	[ ..... ]
<b>UNGM Registry number:</b>	[ ..... ]
<b>Mailing Address:</b>	[ ..... [ ..... [ ..... ]
<b>Name and Title of duly authorized representative:</b>	[ ..... ]
<b>Signature:</b>	[ ..... ]
<b>Date:</b>	[ ..... ]

**Request for Proposals: 2020/018\_ACD\_LearnEval.Sc es**
**Annex 2: Confidentiality Undertaking**

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

1. The World Health Organization (WHO), acting through its Department of WHO Academy, has access to certain information relating to [learner analytics within the Academy, health statistics used in course development across different subject matter, and course content and materials,] which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as “the Information”).
2. WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposals (RFP) for Long-Term Agreement for Adult Learning, Learning Technologies, Digital Marketing and Evaluation Services (“the Purpose”), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
  - a) was known to the Undersigned prior to any disclosure by WHO to the Undersigned; or
  - b) was in the public domain at the time of disclosure by WHO; or
  - c) becomes part of the public domain through no fault of the Undersigned; or
  - d) becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality to WHO.
4. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
5. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
6. Any dispute relating to the interpretation or application of this Undertaking shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

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

## Request for Proposals: 2020/018\_ACD\_LearnEval.Scscs

**Annex 3: Proposal Completeness Form**

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

Section	Requirement	Completed in full (Yes/No)
Annex 2	<b>Confidentiality undertaking form</b> TO BE UPLOADED IN <b>TECHNICAL ENVELOPE</b> )	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 3	<b>Proposal completeness form</b> TO BE UPLOADED IN <b>TECHNICAL ENVELOPE</b> )	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 4	<b>Information about Bidder</b> TO BE UPLOADED IN <b>TECHNICAL ENVELOPE</b> )	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 5	<b>Acceptance form</b> TO BE UPLOADED IN <b>FINANCIAL ENVELOPE</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 6	<b>Self-Declaration Form</b> TO BE UPLOADED IN <b>TECHNICAL ENVELOPE</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.15.1 to 4.15.5	<b>Technical Proposal for the Domain(s) below</b> , each including: - Executive Summary, - proposed solution, - approach/methodology, - timeline. TO BE UPLOADED IN <b>TECHNICAL ENVELOPE</b> :	
	DOMAIN 1: Course design and production	<input type="checkbox"/> Yes <input type="checkbox"/> No
	DOMAIN 2: Course delivery (instructors, online facilitators)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	DOMAIN 3: Research and evaluation	<input type="checkbox"/> Yes <input type="checkbox"/> No
	DOMAIN 4: Learning technologies and innovations	<input type="checkbox"/> Yes <input type="checkbox"/> No
	DOMAIN 5: Digital marketing of courses and services	<input type="checkbox"/> Yes <input type="checkbox"/> No
	DOMAIN 6: Multilingual capabilities	<input type="checkbox"/> Yes <input type="checkbox"/> No
	DOMAIN 7: Strategic advisory services	<input type="checkbox"/> Yes <input type="checkbox"/> No
	DOMAIN 8: Business services	<input type="checkbox"/> Yes <input type="checkbox"/> No
	DOMAIN 9: Audio visual services	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.15.6	<b>Financial Proposal</b> – Excel sheet TO BE UPLOADED IN <b>FINANCIAL ENVELOPE</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**KINDLY MARK CLEARLY IN YOUR SUBMISSION THE DOMAIN(S) YOU ARE BIDDING ON.**

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

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

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

Agreed and accepted,

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

## Request for Proposals: 2020/018\_ACD\_LearnEval.Scscs

**Annex 4: Information about Bidder**

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

RFP Ref. If applicable	Information required
	<b>1. Company Information</b>
	<b>1.1 Corporate information</b>
3.2.1	1.1.1 Company mission statement ( <i>including profit or not for profit status</i> )
	1.1.2 Service commitment to customers and measurements used
3.2.2	1.1.3 Accreditations
	1.1.4 Organization structure
	1.1.5 Geographical presence
	1.1.6 Declared financial statements for the past (3) three years <sup>1</sup>
	<b>1.2 Legal Information</b>
	1.2.1 History of Bankruptcy
	1.2.2 Pending major lawsuits and litigations in excess of USD 100,000 at risk
	1.2.3 Pending Criminal/Civil lawsuits
3.2.3	<b>2. Experience and Reference Contact Information</b>
	<b>2.1 Relevant Contractual relationships</b>
	2.1.1 Relevant Contractual projects (with other UN agencies or Contractors)
	<b>2.2 Relevant Project Names</b> ( <i>list and provide detailed examples of relevant experience gained within the past five years of the issuance of this RFP that demonstrate the Contractor's ability to satisfactorily perform the work in accordance with the requirements of this RFP</i> ).
	2.2.1 Project Description
	2.2.2 Status ( <i>under development / implemented</i> )
	2.2.3 Reason for relevance ( <i>provide reason why this project can be seen as relevant to this project</i> )
	2.2.4 Roles and responsibilities ( <i>list and clearly identify the roles and responsibilities for each participating organization</i> )
	2.2.4.1 Client's Role and Responsibility: Inputs from beneficiary
	2.2.4.2 Contractor's Role and Responsibility: role in project
	2.2.4.3 Third party Contractors' Role and Responsibility: previously specified 3 <sup>rd</sup> party role in project
	2.2.5 Team Members ( <i>indicate relevant members of the team that will also be used for this project</i> )
3.2.4	<b>3. Staffing information</b>
	<b>3.1 Number and Geographical distribution of staff</b>
	3.1.1 Staff turnover rate for the past three years
	<b>3.2 Staff dedicated to the Project</b>
	3.2.1 Name and CV of each team member
	3.2.2 Structure of the team, and role of each member in the project
	3.2.3 Time dedicated to the project
	3.2.3 Contingency plans in the event of a vacancy
4.5	<b>4. Proposed sub-contractor arrangements including sub-contractor information</b> ( <i>as above for each sub-contractor</i> )

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



## Request for Proposals: 2020/018\_ACD\_LearnEval.Sces

**Annex 5: Acceptance Form**

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

The Undersigned, [.....], confirms to have read, understood and accepted the terms of the Request for Proposals (RFP) No. 2020/018\_ACD\_LearnEval.Sces, and its accompanying documents. If selected by WHO for the work, the Undersigned undertakes, on its own behalf and on behalf of its possible partners and Contractors, to perform Long-Term Agreement for Adult Learning, Learning Technologies, Digital Marketing and Evaluation Services in accordance with the terms of this RFP and any corresponding contract between WHO and the Undersigned, for the following sums:

The itemized amounts for each of the Domain for which the Bidder wishes to must be completed in the attached Excel form, and must be uploaded as part of the **Financial proposal**.

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

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

Agreed and accepted, on [..... **Date** .....] |

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

**Request for Proposals: 2020/018\_ACD\_LearnEval.Sces**
**Annex 6: Self Declaration Form**

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

**Applicable to private and public companies**

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

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

The Company understands that a false statement or failure to disclose any relevant information which may impact upon WHO's decision to award a contract may result in the disqualification of the Company from the bidding exercise and/or the withdrawal of any proposal of a contract with WHO. Furthermore, in case a contract has already been awarded, WHO shall be entitled to rescind the contract with immediate effect, in addition to any other remedies which WHO may have by contract or by law.

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



**Annex 7:**    **UNGM guide**

Instructions on how to register with WHO and access WHO tenders