



## Assessment of the drivers of unintended pregnancy and unsafe abortions in South Sudan through intersectional feminist poststructuralist approach

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**Request for Proposals (RFP)**

**Bid Reference**

**2025/009**

**Country/Unit Name**

**SSD/ULC**

**Closing Date:**

[Wednesday 2<sup>nd</sup> April 2025 at 1600hrs, South Sudan Local Time]



**The World Health Organization (WHO) is seeking offers for Assessment of the drivers of unintended pregnancy and unsafe abortions in South Sudan through an intersectional feminist poststructuralist approach**

Your  **Company**  **Institution** is invited to submit a proposal for the services in response to this Request for Proposals (RFP).

WHO is a public international organization, consisting of 194 Member States, and a Specialized Agency of the United Nations with the mandate to act as the directing and coordinating authority on international health work. As such, WHO 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. Requirements

**WHO requires the successful bidder, to carry out Assessment of the drivers of unintended pregnancy and unsafe abortions in South Sudan through an intersectional feminist poststructuralist approach**

See detailed Terms of Reference in Annex 1 for complete information.

The successful bidder shall be a  for profit /  not for profit institution operating in the field of Health with proven expertise in Reproductive Health Research.

**The successful bidder is expected to demonstrate experience and list relevant projects as follows:**

Mandatory experience:

- At least 3 years demonstrable experience in Proven expertise in public health, reproductive health, and gender studies.
- Experience in conducting assessments, research, or evaluations related to unintended pregnancies or family planning. Knowledge of the specific cultural and socioeconomic context of the country.

Desirable experience:

- Ability to conduct both qualitative and quantitative analyses, knowledge in stakeholder analysis and mapping in countries similar to South Sudan.
- Strong analytical and report-writing skills.

The bidder is expected to follow the instructions set forth below in the submission of their proposal to WHO.

### 2. Proposal

The proposal and all correspondence and documents relating thereto shall be prepared and submitted in the English language.

The proposal shall be concisely presented and structured to include the following information:

- Confidentiality Undertaking (*please complete Annex 2*)
- Presentation of your Company / Institution (*please complete Annex 3*)
- Proposed solution
- Proposed Approach/Methodology
- Proposed time line
- Financial proposal - Currency.

Information which the bidder considers confidential, if any, should be clearly marked as such.

### 3. Instructions to Bidders

The bidder must follow the instructions set forth in this RFP in the submission of their proposal to WHO.

A prospective bidder requiring clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than **Friday 28<sup>th</sup> March 2025 at 1200 noon:**

**Email for submissions of all queries: [afwcossprocurement@who.int](mailto:afwcossprocurement@who.int)**  
(use Bid reference in subject line )

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.

From the date of issue of this RFP to the final selection, contact with WHO officials concerning the RFP process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by WHO, in accordance with the terms of this RFP.

The bidder shall submit, in writing, the complete proposal to WHO, no later than **2<sup>nd</sup> April 2025 at 16:00 hours South Sudan time** ("the closing date"), by email at the following email address:

**[afwcossprocurement@who.int](mailto:afwcossprocurement@who.int)** .  
(use Bid reference in subject line )

To be complete, a proposal shall include:

- A technical proposal, as described under part 2 above;
- A financial proposal, as described under part 2 above;
- Annexes 2 & 3, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.

Each proposal shall be marked Ref: 2025/009 .

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

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

The offer outlined in the proposal must be valid for a minimum period of 90 calendar days after the closing date. A proposal valid for a shorter period may be rejected by WHO. In exceptional circumstances, WHO may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its proposal.

The bidder may withdraw its proposal any time after the proposal's submission and before the above mentioned closing date, provided that written notice of the withdrawal is received by WHO at the email address indicated above, before the closing date for submission of proposals.

No proposal may be modified after its submission, unless WHO has issued an amendment to the RFP allowing such modifications.



No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal (subject always to the minimum period of validity referred to above).

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

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

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

#### 4. Evaluation

Before conducting the technical and financial evaluation of the proposals received, WHO will perform a preliminary examination of these proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order. Proposals which are not in order as aforesaid may be rejected.

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

The technical evaluation of the proposals will include:

Addressing of WHO's requirements and expectations	10
Quality of the overall proposal	20
Experience of the firm in carrying out related project	15
Qualifications and competence of the personnel proposed for the assignment	20
Proposed timeframe for the project	5
<b>TOTAL</b>	<b>70</b>

The scoring scale per criteria was defined as follows:

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



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

A minimum of [50] points is required to pass the technical evaluation.

The final evaluation will combine the weighted scores of both technical and financial proposals to come up with a cumulative total score.

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 the principle of best value for money, WHO does not bind itself in any way to select the bidder offering the lowest price.

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.

NOTE: Individual contact between WHO and bidders is expressly prohibited both before and after the closing date for submission of proposals.

## 5. Award

WHO reserves the right to:

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

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

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

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.

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.



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.

Within 30 days of receipt of the contract between WHO and the successful bidder (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. The Contract will include, without limitation, the provisions set forth in Annex 3.

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.

We look forward to receiving your response to this RFP.

Yours sincerely,

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## Annexes

1. Detailed Terms of Reference
2. Confidentiality Undertaking
3. Vendor Information Form
4. Contractual provisions
5. **Additional annexes if required**



## **Annex 1: Detailed Terms of Reference**

*See attached document.*

### **1. Purpose of the APW**

The main purpose of this assessment will be to describe comprehensively how women, girls and the communities experience and make meaning of unintended pregnancy and unsafe abortion in South Sudan, how these are shaped by systemic structural forces, discourses and forms of oppression and what the societal implications are in terms of health outcomes for women and girls so as propose policy options to address such injustices.

### **2. Background**

Sexual and Reproductive Health (SRH) indicators are lagging in South Sudan, and the related Sustainable Development Goals (SDGs) targets are unlikely to be achieved. With a maternal mortality ratio of 1223 deaths per 100,000 live births, South Sudan is far from attaining the global SDG target of 70 deaths per 100,000 live births. Complications due to abortion contribute about 10% of maternal deaths. Under 2008 Penal Code Act, Safe abortion in South Sudan is only permitted if it is for saving the life of the mother.

Utilization of contraceptives is low in South Sudan with modern contraceptive prevalence rate estimated at only 4.7%. Several factors, such as age, culture, ethnicity, religion, access issues, peer pressure, and lack of partner support, could all contribute to the low utilization of contraceptives. In most traditions of South Sudan, contraception and safe abortion are seen as taboo and unacceptable, partly because of the social pressure to produce more children. Unintended pregnancies, especially among adolescents, could also be due to lack of information, mixed messaging and/or low life aspirations.

The Government of South Sudan, through the Reproductive health policy 2019-2029 and the Reproductive, Maternal, Newborn, Child and Adolescent Health and Nutrition (RMNCAH & N) strategy 2019- 2024 (which is currently under review), has committed itself to improve SRHR indicators and has identified contraception and post-abortion care as key pillars to achieve this goal. It emphasizes a multi-sectoral approach in planning, calling for collaboration and partnerships with key stakeholders including community-based organizations (CBOs), non-governmental organizations both national and international, UN agencies, government line ministries and communities to achieve the aspirations expressed in these documents.

Unintended pregnancies remain a significant public health issue globally and South Sudan, with various factors influencing their occurrence. Understanding the drivers of unintended pregnancies is critical for developing targeted, effective interventions. This consultancy aims to assess these drivers within the country to inform policy, programs, and services aimed at reducing unintended pregnancies.

### **3. Planned timelines (subject to confirmation)**

**Start date: 15/04/2025**

**End date: 14/07/2025**

**Total duration: 3 months**

### **4. Requirements - Work to be performed**

#### **Objectives**

1. Describe how the construction of meaning to unintended pregnancy and unsafe abortion in South Sudan may have contributed to a different understanding or framing that causes reproductive health injustice and establish the contextual presuppositions and assumptions that underline such construction of meaning to unintended pregnancies and unsafe abortions.
2. Assess existing policies, strategies, guidelines, programmes including services, and research related to unintended pregnancies, contraceptives and abortion and the extent to which HIV, SGBV services are integrated.





3. Build national consensus about strategies and interventions to reduce unwanted pregnancy, unsafe abortion and fully integrate comprehensive care for women within maternal, new-born and child health.
4. Generate recommendations and policy options for improving access to, availability and quality of comprehensive care including provision of contraceptive counselling and methods; comprehensive abortion care within the context of the laws of the country and linkages to other needed sexual and reproductive health services.

## 5. Requirements - Planning

### Deliverables:

1. **Literature Review and Desk Study**
  - Review existing literature, research, policies, strategies, guidelines and reports on unintended pregnancies, contraceptive use and unsafe abortion in South Sudan.
  - Identify key drivers, trends, and patterns related to unintended pregnancies, including demographic, social, and healthcare system factors.
2. **Stakeholder Mapping and Engagement**
  - Identify and engage relevant stakeholders, including local communities, government agencies, civil society organizations, healthcare providers, and others.
  - Facilitate consultations and focus group discussions to understand the local context, perceptions, and barriers surrounding unintended pregnancies.
  - Produce a comprehensive situational analysis report on the desk study and the stakeholder holder engagements.
3. **Primary Data Collection**
  - Based on the concept note attached to this consultancy and the specific objectives, develop and implement a strategy for primary data collection both qualitative and quantitative.
4. **Analysis of Findings**
  - Analyze data to identify the primary drivers of unintended pregnancies, including cultural, social, economic, and health system-related factors.
  - Explore the role of contraceptive use, access to family planning services, education, and gender dynamics.
  - Identify regional, ethnic, or socioeconomic variations in the drivers of unintended pregnancies.
5. **Recommendations**
  - Based on the findings, provide actionable recommendations for addressing the identified drivers of unintended pregnancies.
  - Suggest interventions for public health programs, policy reforms, and community-based initiatives to reduce unintended pregnancies.
  - Recommend strategies for improving access to family planning services and reproductive health education.
6. **Finalize the assessment report and stakeholder consensus workshop and validation meeting.**
  - Prepare a comprehensive assessment report, summarizing the findings, analysis, and recommendations
  - Conduct a stakeholder's consensus building workshop on the assessment analysis report.
  - Facilitate the validation meeting for the situation analysis report.
7. Convene a strategic assessment report dissemination and launching meeting with key stakeholders and create awareness on Maputo protocol.



The Requesting Unit list the different Outputs, their format and the date at which they are expected. At the stage of the ToRs, the exact list and timelines may not be finalized yet: they should then be marked as “indicative”.

## 6. Inputs

The Technical / Medical Officer indicate the contribution that the beneficiary will make to produce the Outputs.

## 7. Activity Coordination & Reporting

<b>Technical Officer:</b>	<b>Moses Ongom, Team Lead ULC cluster, RMNCAH</b>	<b>Email:</b>	<b>ongomm@who.int</b>
For the purpose of:	Technical supervision and instructions - Reporting		
<b>Administrative Officer:</b>	<b>Name, Title, Department, Unit</b>	<b>Email:</b>	<b>xxxxxxxxxx@who.int</b>
For the purpose of:	Contractual and financial management of the contract		

## 8. Characteristics of the Provider

- At least 3 years demonstrable experience in Proven expertise in public health, reproductive health, and gender studies. Experience in conducting assessments, research, or evaluations related to unintended pregnancies or family planning. Knowledge of the specific cultural and socioeconomic context of the country.

## 9. Place of assignment

Juba with field travels to the states in 40% of the time.



**Annex 2: Confidentiality Undertaking**

1. The World Health Organization (WHO), acting through its Department of UNIVERSAL HEALTH COVERAGE – LIFE COURSE, has access to certain information relating to TOPIC which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as “the Information”).
2. WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposal (RFP) for “REPRODUCTIVE HEALTH RESEARCH” (“the Purpose”), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
  - a) was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
  - b) was in the public domain at the time of disclosure by or for WHO to the Undersigned;
  - c) becomes part of the public domain through no fault of the Undersigned; or
  - d) becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality (as evidenced by written records or other competent proof).
4. The Undersigned further undertakes not to use the Information for any benefit, gain or advantage, including but not limited to trading or having others trading in securities on the Undersigned’s behalf, giving trading advice or providing Information to third parties for trade in securities.
5. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
6. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
7. Any dispute arising from or relating to this Undertaking, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event of the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Undersigned and WHO or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, with the rules of arbitration of the International Chamber of Commerce. The Undersigned and WHO shall accept the arbitral award as final.
8. Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

**Acknowledged and Agreed:**

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



### **Annex 3: Vendor Information Form**

Company Information to be provided by the Vendor submitting the proposal			
<b>UNGM Vendor ID Number:</b> <i>If available – Refer to WHO website for registration process*</i>			
<b>Legal Company Name:</b> <i>(Not trade name or DBA name)</i>			
<b>Company Contact:</b>			
<b>Address:</b>			
<b>City:</b>		<b>State:</b>	
<b>Country:</b>		<b>Zip:</b>	
<b>Telephone Number:</b>		<b>Fax Number:</b>	
<b>Email Address:</b>		<b>Company Website:</b>	
<b><u>Corporate information:</u></b>			
<b>Company mission statement</b>			
<b>Service commitment</b> to customers and measurements used <i>(if available)</i>			
<b>Organization</b> structure (include description of those parts of your organization that would be involved in the performance of the work)			
<b>Relevant experience</b> (how could your expertise contribute to WHO's needs for the purpose of this RFP) – <i>Please attach reference and contact details</i>			
<b>Staffing information</b>			

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



#### **Annex 4: Contractual Provisions**

Within 30 days of receipt of the contract between WHO and the successful bidder (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. The Contract will include, without limitation, the provisions set forth below (with the successful bidder referred to below as the “Contractor”):

1. **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 natural or legal persons engaged or otherwise utilized 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 Directive on Protection from sexual exploitation and sexual abuse (SEA); (iii) the WHO Policy on Preventing and Addressing Abusive Conduct; (iv) the WHO Code of Conduct for responsible Research; (v) the WHO Policy on Whistleblowing and Protection Against Retaliation; (vi) the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, and (vii) 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.

2. **Zero tolerance for sexual exploitation and abuse, sexual harassment and other types of abusive conduct.** WHO has zero tolerance towards sexual exploitation and abuse, sexual harassment and other types of abusive conduct. In this regard, and without limiting any other provisions contained herein:

(i) 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 Directive on Protection from sexual exploitation and sexual abuse (SEA), and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other natural or legal persons engaged or otherwise utilized to perform the work under the Contract; and (ii) promptly report to WHO and respond to, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the Contractor becomes aware; and

(ii) 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 Directive on Protection from sexual exploitation and sexual abuse (SEA), and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct. Without limiting the foregoing, the individual Contractor shall promptly report to WHO, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the individual Contractor becomes aware.

3. **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.

4. **Anti-Terrorism and UN Sanctions; Fraud and Corruption.** The Contractor warrants for the entire duration of the Contract that:

i. it is not and shall 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 shall not make any payment or provide any other support to any such person or entity and that it shall not enter into any employment or other contractual relationship with any such person or entity;

ii. it shall not engage in any fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in connection with the execution of the Contract;

iii. it shall take all necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices as referred to above in connection with the execution of the Contract; and

iv. it shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services (IOS), any credible allegations of actual or suspected fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption of which the Contractor becomes aware and respond to such allegations in an appropriate and timely manner in accordance with its respective rules, regulations, policies and procedures. Furthermore, the Contractor agrees to cooperate with WHO and/or parties authorized by WHO in relation to the response. Relevant information on the nature of any credible allegations of such actual or suspected violations, as well as the details of the intended response and the outcome of any such response, should be communicated and coordinated with WHO, with the understanding that, subject to the terms of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, confidentiality and the due process rights of those involved will be respected.

In the event that any resources, assets and/or funds provided to or acquired by the Contractor under the Contract are found to have been used by the Contractor, its employees or any other natural or legal persons engaged or otherwise utilized to perform any work under the Contract, to finance, support or conduct any terrorist activity or any fraudulent or corrupt practices, the Contractor shall promptly reimburse and indemnify WHO for such resources, assets and/or funds (including any liability arising from such use).

5. **Breach of essential terms.** The Contractor acknowledges and agrees that each of the provisions of paragraphs 1, 2, 3 and 4 above 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.



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

7. **Assurances regarding procurement.** If the option for payment of a maximum amount applies, 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.

8. **Audit and Investigations.** 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. Similarly, WHO may initiate an investigation into credible allegations of fraud and corruption and other forms of misconduct based on information received in accordance with its respective policies, procedures and rules.

In this context, the Contractor shall make available, without restriction, to WHO and/or parties authorized by WHO:

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

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

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

9. **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.