



**World Health
Organization**

**Harmful use of alcohol related to cross-border alcohol
marketing, advertising and promotional activities,
including targeting youth and adolescents**

Request for Proposals (RFP)

Bid Reference

MSD/ADA 2020 - 01

Unit Name

Alcohol, Drugs and Addictive Behaviours

Purpose of the RFP:

To conduct a scoping review of the harmful use of alcohol related to cross-border alcohol marketing, advertising and promotional activities, including targeting youth and adolescents

Closing Date:

01 June 2020

The World Health Organization (WHO) is seeking offers for a scoping review of the harmful use of alcohol related to cross-border alcohol marketing, advertising and promotional activities, including targeting youth and adolescents. You, as a Company, or an Individual are 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 a scoping review with the following:

- a) systematically map the literature available in English, French, Spanish and Russian on the harmful use of alcohol related to cross-border alcohol marketing, advertising and promotional activities. In addition to literature published in journals and available information on the web, the consultant(s)/institution is expected to connect with researchers, legal experts, marketing experts and prevention practitioners to gather access to additional information, including from low-and middle income countries and from other languages than included above.
- b) identify gaps in knowledge;
- c) outline implications for practice and policy responses;
- d) synthesize the findings according to the themes that emerge from above, and
- e) prepare a report based on the literature synthesis in line with PRISMA-ScR (Tricco et al , 2018), including summary, introduction, methods, search strategy, selection procedures, synthesis of results, discussion.

. See attached detailed Terms of Reference for complete information.

The successful bidder shall be a for profit / not for profit institution or an individual operating in the field of harmful use of alcohol, with proven expertise in cross boarder aspects of marketing.

Bidders should 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 should be concisely presented and structured to include the following information:

- Presentation of yourself as individual, your Company / Institution
(please complete Annex 2)
- 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

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

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than 5 working days prior to the closing date for the submission of offers:

Email for submissions of all queries: msb@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 **01 June 2020 at 17:00 hours Geneva (CEST) time** ("the closing date"), by email at the following email address:

msb@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;
- Annex 2 , 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: MSD/ADA 2020 - 01 .

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

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,



Dr Vladimir Poznyak

Unit Head

Alcohol, Drugs and Addictive Behaviours



Annexes

1. Detailed Terms of Reference
2. Vendor Information Form
3. Contractual provisions

Annex 1: Detailed Terms of Reference

Scoping review of the harmful use of alcohol related to cross-border alcohol marketing, advertising and promotional activities, including targeting youth and adolescents

Terms of Reference

1. Background

The harmful use of alcohol causes approximately 3 million deaths every year and the overall burden of disease and injuries attributable to alcohol consumption remains unacceptably high. Alcohol is marketed through increasingly sophisticated advertising and promotion techniques which include linking alcohol brands to sports and cultural activities, sponsorships and product placements, and new marketing techniques (e.g. emails, text messaging, podcasts, social media and other communication techniques). The transmission of alcohol marketing messages across national borders and different jurisdictions via channels such as satellite television and the Internet is an integral part of any modern marketing mix and is emerging as a serious concern for public health interests.

Satellite and digital marketing presents a growing challenge for the effective control of alcohol marketing and advertising. Alcohol producers and distributors have increasingly moved to investing in digital marketing and using social media platforms, which are profit-making businesses with an infrastructure designed to allow “native advertising” that is data-driven and participatory. Internet marketing crosses borders with even greater ease than satellite television and is not easily subjected to national-level control. In parallel with the greater opportunity for marketing and selling alcohol through online platforms, delivery systems are evolving rapidly, putting considerable challenges on the ability of governments to control sales of alcohol to minors and intoxicated people.

Reducing the impact of marketing, advertising and promotional activities – particularly on young people, adolescents and children – is an important consideration in preventing and reducing the harmful use of alcohol. The exposure of children and young people to appealing marketing is of particular concern, as is the targeting of new markets in developing and low- and middle-income countries that currently have a low prevalence of alcohol consumption or high abstinence rates and often weak public policies on alcohol.

In 2010, the World Health Assembly, in resolution WHA63.13, endorsed the global strategy to reduce the harmful use of alcohol. It urged Member States to adopt and implement the global strategy and requested the Director-General inter alia to collaborate with and provide support to Member States in doing so and in strengthening national responses to public health problems caused by the harmful use of alcohol, and to monitor progress in implementing the global strategy.

Since the endorsement of the global strategy, Member States’ commitment to reducing the harmful use of alcohol has been further strengthened by the adoption and implementation of the global action plan for the prevention and control of noncommunicable diseases 2013–2020. The global action plan lists harmful use of alcohol as one of the four key risk factors for major noncommunicable diseases. Furthermore, target 3.5 of Sustainable Development Goal 3 includes the objective of strengthening the prevention and treatment of substance abuse, including harmful use of alcohol, which reflects the broader impact of the latter on health beyond noncommunicable diseases, in areas such as mental health, violence, road traffic injuries and infectious diseases.

Considerable challenges remain for the development and implementation of effective alcohol policies. On this basis, the WHO Executive Board in its decision EB146 (14) called for accelerated action to reduce the harmful use of alcohol. The Board, in its decision EB146, requested the WHO Director-General, inter alia, “to develop an action plan (2022–2030) to effectively implement the Global strategy to reduce the harmful use of alcohol as a public health priority, in consultation with Member States and relevant stakeholders, for consideration by the 75th World Health Assembly through the 150th session of the WHO Executive Board in 2022”, and “to develop a technical report on the harmful use of alcohol related to cross-border alcohol marketing, advertising and promotional activities, including targeting youth and adolescents, before the 150th session of the WHO Executive Board, which could contribute to the development of the action plan”.

2. Work to be performed

The engaged individual(s) or institution is expected to perform a scoping review with the following:

- a) systematically map the literature available in English, French, Spanish and Russian on the on the harmful use of alcohol related to cross-border alcohol marketing, advertising and promotional activities. In addition to literature published in journals and available information on the web, the consultant(s)/institution are expected to connect with researchers, legal experts, marketing experts and prevention practitioners to gather access to additional information, including from low-and middle income countries and from other languages than included above;
- b) identify gaps in knowledge;
- c) outline implications for practice and policy responses;
- d) synthesize the findings according to the themes that emerge from above, and
- e) prepare a report based on the literature synthesis in line with PRISMA-ScR (Tricco et al , 2018), including summary, introduction, methods, search strategy, selection procedures, synthesis of results, discussion.

3. Fee

The total fee to be paid for this work is up to US\$ 25 000.

4. Expected deliverables

- a) Plan of work submitted to WHO by 1 July 2020;
- b) Produce an interim report that identifies and clarifies key concepts and definitions, theories, business practices and policy responses, including trade and public health policies to WHO by 1 October 2020; and
- c) Submit final draft report to WHO by 31 December 2020.

Annex 2: Vendor Information Form

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

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



Annex 3: 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 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.

2. **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:

(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 on Sexual Exploitation and Abuse Prevention and Response by any of 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

(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 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.

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 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.

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.** 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:

- 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.