



RFP/BESST/2019

## **A.TENDER PROCEDURE RULES**

### **FEASIBILITY STUDY FOR THE INITIATIVE “BETTER ENFORCEMENT OF STANDARDS FOR SAFER TRADE” (BESST)**

### **WORLD ORGANISATION FOR ANIMAL HEALTH (OIE)**

**JANUARY 2019**

#### **Contracting authority**

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## 1. GENERAL TENDER RULES

### 1.1 DEFINITIONS

**Awarded Tenderer:** the economic operator having, through the call for tender process, been awarded the contract, prior to its signature.

**Contract:** the definitive agreement for Services entered into by the OIE and the Supplier, including any annexes attached thereto, as amended, modified and supplemented from time to time.

**Supplier:** the economic operator having signed the contract with the OIE for the provision of the services detailed in this call for tender, together with all its subcontractors. This operator will be the sole interlocutor of the OIE.

**Services:** the services, functions, responsibilities, tasks and deliverables to be carried out by the Supplier, as described in the Contract.

**Tenderers:** all economic operators responding to this tender procedure.

**RFP:** Request for Proposal.

### 1.2 PURPOSE

This tender procedure is an invitation for interested service providers to submit a proposal to support the development of a feasibility study for the initiative “Better Enforcement of Standards for Safer Trade” (BESST).

### 1.3 NON-BINDING EFFECT

The information included in the tender documents are provided to Tenderers so they may prepare a proposal in response. This tender procedure may lead to the signature of a Contract between the OIE and a tenderer selected by the OIE. However, the transmission of the tender documents to tenderers does not imply any legal obligation on the part of the OIE to entrust the provision of the services to any tenderer. The OIE has the right to reject any proposal in its sole discretion. The OIE remains strictly independent of any tenderer, and none of the provisions of the tender documentation may be interpreted as creating a contractual relation of any sort.

The OIE is under no obligation to accept a given tenderer’s proposal and reserves the right not to proceed with or to terminate negotiations with any tenderer, at any time prior to the signature of a Contract.

In this case, the OIE shall not have any liability whatsoever and tenders who have not signed a Contract with the OIE waive their right to claim any compensation or damages.

### 1.4 CONFIDENTIALITY

Unless otherwise authorised in writing by the OIE, all information, whether disclosed either directly or indirectly, formally or informally, in writing, orally, or by visual inspection, which are part of the tender procedure or provided for its purpose or any amendment thereto, shall not be disclosed, copied, used or modified in any manner and shall only be used for the sole purpose of the tender procedure.

Consequently, tenderers agree to take all the necessary steps to ensure compliance with such confidentiality obligations by its directors, officers and employees who need to know such information

for purposes of the tender procedure. In addition, the tenderer undertakes to return to the OIE, upon first demand, any document transmitted, in line with the Confidentiality Undertaking signed.

All information received in response to this initiative that is marked proprietary will be handled accordingly. Responses will not be returned.

## **1.5 COSTS OF RESPONSES**

Tenderers are responsible for all costs and expenses, including professional fees, incurred in connection with the preparation and submission of responses to, and generally their participation in, the tender procedure.

## **1.6 CONDITIONS OF PARTICIPATION**

Natural and legal persons as well as consortia (either officially established or constituted specifically for this call for tender) may apply.

No more than one tender may be submitted by a person whether as a natural or legal person or member of a consortium. If a person submits more than one response, all responses in which they participate will be excluded from the selection process.

In participating to this call for tender, a tenderer represents and warrants by doing so that:

- It is not bankrupt or under mandatory liquidation, is not having its affairs administered by the courts, has not entered into any arrangement with creditors, is not the subject of any proceedings concerning its business activities, or is not in any similar situation arising from a procedure provided for in national legislation or regulations;
- It has not been the subject of any judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- It has not been guilty of any professional misconduct.

Tenderers undertake to provide documentary evidence related to the items mentioned above upon request by the OIE at any point during the tender procedure and/or contracting process. Should a tenderer fail to produce reasonable evidence, the OIE reserves the right to reject the tenderer's response and, in the event it has already entered into a Contract with the tenderer as a result of the tender process, to terminate such Contract with immediate effect.

## **1.7 CONFLICTS OF INTEREST**

Under no circumstances is a tenderer to contact any person employed by or representing the OIE regarding the tender procedure other than the person(s) mentioned in this document.

In participating to this call for tender, a tenderer represents and warrants that:

- It does not have any conflict of interest arising from economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest in connection with any Contract that may be entered into between the tenderer and the OIE as a result of the call for tender;
- It will inform, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- No offer of any type whatsoever from which an advantage can be derived under the Contract has been or will be made;
- 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 advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the Contract;

- It has not and will not make any misrepresentation, either knowingly or negligently, in supplying any of the information requested by the OIE.

## **1.8 PERIOD OF PROPOSAL VALIDITY**

Tenderers are bound by their proposals for 120 days after the deadline for submission or until they have been notified of non-award.

## **1.9 APPEAL**

Tenderers believing, they have been harmed by an error or irregularity during the award process may lodge a complaint with the OIE who will be required to reply within ten working days after receipt of the complaint. If the OIE fails to address the complaint, the unsuccessful tenderer may request arbitration by the Permanent Court of Arbitration (PCA) at The Hague, governed by the PCA arbitration rules 2012 and the PCA Optional Rules for Arbitration between International Organisations and Private Parties.

## **1.10 SIGNING OF THE CONTRACT**

### **1.10.1 General provisions**

The Awarded Tenderer represents and warrants that it is authorised to bind its affiliates to the Contract it will sign with the OIE and shall cause such affiliates to comply with all commitments set out in the Contract and any purchase orders signed within the framework of the Services. The Awarded Tenderer will undertake to inform its affiliates, potential suppliers and subcontractors of the existence of the Contract within thirty (30) calendar days from its signature by the parties.

The Awarded Tenderer will appoint a contact person having the right and authority to ensure compliance with the commitments set out in the Contract and the purchase orders signed within the framework of the Services. S/He will be the sole contact person of the OIE.

### **1.10.2 Notification of award**

The OIE will notify the Awarded Tenderer that its tender has been retained. At the same time, the OIE will notify the second-best tenderer of the result and inform every other unsuccessful tenderer in writing that its tender has been rejected. Tenderers having submitted a tender before the deadline will receive, within ten (10) working days of their written request, information relating to the rejection of their tender.

### **1.10.3 Signing of the Contract**

The Awarded Tenderer will be notified in writing of the selection. The contract award decision shall be published and contract negotiations based on the draft Contract submitted by the Awarded Tenderer shall be conducted. These negotiations will involve, at least, the OIE representatives from the Strategic Partnerships and Legal Affairs Unit and the Financial Directorate and the Awarded Tenderer's authorised representative.

The OIE reserves the right to send a notification of award to the second-best tenderer in case the OIE and the initial Awarded Tenderer are unable to agree upon a final version of the Contract. As a result, and upon receipt of the notification of award, the validity of the second-best tender will automatically be extended for another 30 working days.

## **2. GENERAL TENDER PROVISIONS**

### **2.1 CONTRACT TYPE**

Service contract.

### **2.2 CONTRACT NATURE**

Global priced contract.

### **2.3 LOTS**

Single lot.

### **2.4 VARIANTS**

Variants are not authorised within the limits specified in the technical requirements.

### **2.5 CONDITIONAL TRANCHES**

The Contract will include a fixed tranche (related to the 6 core work streams) and may include conditional tranches (including additional services), the implementation of which will depend on a decision by the OIE and which will be notified to the Supplier under conditions set out in the Contract.

Tenderers should detail in their technical and financial offer how they could deal with conditional tranches during the lifespan of the contract, and include this information in their proposal.

### **2.6 EXTENSION OF SERVICES**

The Contract may be extended by agreement of both parties through consecutive amendments if:

- additional needs have, due to unforeseen circumstances, become necessary for the performance of the Services as described in the initial Contract;
- these operations cannot be dissociated from the initial Contract without presenting major drawbacks or costs or additional expenses for the OIE; and
- the extension of the Contract is clearly more economical and more efficient, and the organisation of a new tendering process would not provide any advantage.

This extension may take the form of an additional fixed-price work package or day-long units of work. The scope of services provided and the potential associated deliverables will be agreed to jointly by the OIE and the Supplier.

Every additional work item that deviates from the Contract will need to be validated by the OIE which will determine whether such additional work results from non-compliance with the specifications of the call for tender, in which case it will not be eligible for payment; or from an addition to the initial terms of reference/technical requirements not included in the specifications at the signing of the Contract, in which case it should be validated prior to implementation.

### **2.7 SUBCONTRACTING**

Subcontracting is allowed; in this case, subcontractors must be mentioned in the tender response. Intention to participate and subcontracting must be precisely identified according to the proposed phases of the project.

## **2.8 DURATION OF THE CONTRACT**

The Contract is expected to be performed from March 2019 to September 2019.

The final submission of the deliverable is to be finalised by 30 September 2019.

## **2.9 INVOICING**

A detailed schedule of payments will be defined in the Contract based on the agreed-upon workplan and set of deliverables. Payment throughout the Contract will be made upon receipt of the corresponding undisputed invoice, which should be raised after validation of each deliverable.

The OIE will proceed to the payment of undisputed invoices within 45 days of their reception by bank transfer or cheque.

## **3. CONTRACTUAL FRAMEWORK OF THE SERVICES**

Tenderers are required to provide their terms and conditions as part of their tender response. The final draft contract will incorporate the following provisions 3.1 to 3.9.

### **3.1 CONFIDENTIALITY**

Each party acknowledges that while performing the Services, the receiving party will have access, directly or indirectly, to information which the disclosing party considers to be proprietary to itself or third parties ("Confidential Information").

The term "Confidential Information" shall not include information which:

- (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party;
- (ii) becomes publicly known and made generally available after disclosure by the disclosing party;
- (iii) was already known by or in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure;
- (iv) was obtained by the receiving party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.

The receiving party agrees to, and to cause its staff, advisors and subcontractors to, safeguard and not to use any Confidential Information acquired in the course of the Contract for any other purposes than those of performing the Services.

The receiving party will be liable for any losses incurred by the disclosing party resulting from unauthorised disclosure of Confidential Information. If the receiving party is required by law to disclose any Confidential Information, the receiving party will provide the supplying party with prompt written notice of such requirement so that the disclosing party may seek a protective order or other appropriate relief protecting the Confidential Information from public disclosure. Subject to the foregoing sentence, the receiving party may furnish that portion (and only that portion) of the Confidential Information that the receiving party is legally compelled or is otherwise legally required to disclose.

The Supplier further agrees to ensure that Confidential Information as well as the deliverables provided to the OIE as part of the Services shall not be made public.

Upon termination or expiration of the Contract, the Supplier will promptly (a) return all documents and tangible materials (and any copies) containing Confidential Information and (b) erase all of Confidential Information from its computer systems.

### **3.2 INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF THE DELIVERABLES**

The Supplier represents and warrants that it holds all the rights and authorisations, notably all rights and titles of intellectual property, over all the activities carried out and deliverables provided under the Contract, especially as concerns studies, analyses, methodologies, design and execution documents etc. as well as over any item giving rise to intellectual property rights.

The parties agree and acknowledge that each party solely owns any intellectual property, including but not limited to its brands, trademarks, logos, know-how, patents and softwares, on whatever medium, held by such party prior to the effective date of the Contract.

The Supplier assigns to the OIE all right, title and interest in and to the intellectual property of all deliverables, in whatever medium, delivered to the OIE as part of the Services ("Deliverables"). All Deliverables shall therefore be exclusively owned by the OIE.

Notwithstanding the foregoing, in the event any of the Deliverables is totally or partially protected by any intellectual property right, including copyright, the rights assigned to the OIE shall include, among others:

- (i) the right to reproduce or have all or part of the Deliverables reproduced, by any means or process, on any kind of medium and materials whether current or future, known or unknown;
- (ii) the right to represent or have the Deliverables represented by any means of dissemination and communication whether current or future, known or unknown;
- (iii) the right to adapt, modify, transform, make changes to all or part of the Deliverables, to integrate all or part of them to or in any current or future work, on any paper, magnetic or optic medium;
- (iv) the right to translate or have the Deliverables translated, totally or partially, in any language;
- (v) the right to distribute and disseminate the deliverables by any means;
- (vi) the right to make any use of and exploit the Deliverables, for its own activity purposes or for a third party, in no case whatsoever;
- (vii) the right to transfer all or part of transferred rights, including to grant to any third party any contract for the reproduction, distribution, dissemination, manufacturing, in any form, on any medium and by any means whatsoever, whether against payment or free of charge;

Such intellectual property rights assignment is granted worldwide, for any field and for the entire legal period of protection of intellectual property rights.

The OIE and the Supplier agree that the price of the Deliverables will be included on a flat-rate and permanent basis by the payment received by the Supplier under the Contract and that the Supplier shall not claim any additional payment whatsoever.

The Supplier warrants that it owns full rights pertaining to the Deliverables, including intellectual property rights. It warrants that the Deliverables and the assignment of rights do not infringe the rights of any third parties.

In the event of any claim alleging that any of the Deliverables supplied infringe upon any intellectual property rights of a third party, the Supplier agrees to defend, indemnify and hold harmless the OIE against, and shall compensate and reimburse, all liabilities, demands, damages, claims, suits, costs, expenses. Supplier shall arrange, at its own expense, for the replacement of the alleged infringing Deliverable(s).

### **3.3 DATA PROTECTION POLICY**

To the extent applicable to the framework of the Services, each party undertakes to comply with its obligations under the legislation in force relating to the protection of personal data, including those of the European Union General Data Protection Regulation 2016/679.

## **3.4 EXECUTION OF THE SERVICES**

### **3.4.1 Obligations of the Supplier**

#### *3.4.1.1 General provisions*

The Supplier agrees to:

- fully comply with all commitments set out in the tender documents and Contract;
- carry out the Services in compliance with all applicable regulations and generally accepted professional standards and practices;
- comply with the invoicing schedule and conditions set out in the Contract.

#### *3.4.1.2 Professionnalism*

The Supplier shall perform the Services described in the Contract with a degree of accuracy, quality, completeness, timeliness and responsiveness not less than generally accepted professional standards and practices.

The Supplier shall mobilise all the financial, human and material resources required for the full implementation of the Services.

#### *3.4.1.3 Responsibility - Indemnification*

The Supplier shall have sole responsibility for complying with all legal obligations incumbent on it. The OIE may not under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Supplier while the Services are being carried out, or as a consequence of the service. Therefore, the OIE may not accept any claim for compensation or increases in payment in connection with such damage or injury. The Supplier shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the Services.

The Supplier shall discharge the OIE of all liability associated with any claim or action brought as a result of an infringement by the Supplier or the Supplier's employees, experts or agents, of a third party's rights. The Supplier shall defend, protect, indemnify and hold harmless the OIE from and against all liability, claims, damages and costs (collectively, "Losses") that the OIE may incur as a result of the negligence, recklessness, wilful misconduct or breach by the Supplier of any of the terms, contained in the Contract.

#### *3.4.1.4 Insurance*

The Supplier shall procure, at its own expense and maintain in full force and effect during the term of the Contract, insurance coverage with a reputable insurance company, and in amounts that are reasonable to support the enforcement of the indemnification obligations under the Contract.

The OIE shall have the right to request the Supplier proof of insurance coverage that fulfills the foregoing requirements.

#### *3.4.1.5 Supplier staffing and project team composition*

The Supplier will employ adequate staff with appropriate professional qualifications, language abilities, training and experience, as required to carry out the Services. The Supplier will also ensure that, at all times, a sufficient number of such professionally qualified employees, within a project team whose composition will be proposed in the tender response and agreed to in the Contract, is assigned to perform the Services in order to ensure successful and timely completion of the Services. The Supplier shall be solely responsible for employing staff or retaining the services of any consultants and subcontractors under the applicable laws, including compliance with immigration and visa laws, obtaining and maintaining work permits, health or accident insurance, social security, unemployment insurance and other contributions or benefits as may be required under applicable laws. The Supplier

shall be solely responsible for its employees, consultants' or subcontractors' acts and omissions, including their compliance with, and their breaches of, the terms of the Contract.

The Supplier will use its best endeavours to avoid unnecessary turnover of the team members. Should the composition of the Supplier's project team vary, the Supplier shall notify the OIE at least 30 working days prior to the effective change, justify the change and propose a new team composition. In the event that any key team member should be removed from the team, the Supplier will be required to provide at least three available experts with equivalent background training and experience for replacement for the OIE's consent which shall not be unreasonably withheld.

The Supplier will designate, within its project team, a project leader who will act as the unique contact point for the OIE and shall have the required qualifications, responsibility over its team members and authority to implement any required resource or action to ensure the prompt and successful delivery of the Services, throughout the duration of the Contract.

While on the premises of the OIE, the Supplier's staff, consultants and subcontractors will conduct themselves in a professional and businesslike manner and comply with the requests, policies and guidelines regarding working hours, safety and health, information protection and other matters, that apply generally to all of the OIE's employees or contractors and which may be communicated to the Supplier. The Supplier will be responsible for any property damage to the OIE carried out by its staff, consultants or subcontractors.

#### *3.4.1.6 Communication*

The Supplier will immediately and without undue delay inform the OIE of any event which interferes or threatens to materially interfere with the successful implementation of the Services.

#### *3.4.1.7 Work progress follow-up*

The Supplier shall be responsible for regularly keeping the OIE advised as to the progress in performing the Services and for submitting the Services for validation to the OIE.

### **3.4.2 Obligations of the OIE**

#### *3.4.2.1 Project staffing*

The OIE will designate a project manager who will be responsible for the follow-up of the delivery of the Services under the Contract. The project manager will be the Supplier's sole contact point within the OIE and will be in charge of providing the Supplier with all functional and technical information as well as providing support to the administrative management of the Contract.

#### *3.4.2.2 Communication*

The OIE will provide the Supplier with timely access to the information and documentation required to perform the Services, and will inform the Supplier of any elements that may adversely affect the performance of the Contract.

### **3.5 PRECEDENCE OF CONTRACTUAL DOCUMENTS**

The RFP shall be annexed to the Contract and form an integral part of the Contract. If there is any inconsistency between the provisions of the Contract, and unless otherwise stipulated in the Contract, a descending order of precedence will be accorded to:

- the Contract clauses;
- the Annexes (with the exception of the RFP and the Supplier's response);
- the RFP,
- the Supplier's response to the RFP,

so that the provision in the higher ranked document, to the extent of the inconsistency, will prevail.

In case any ambiguity or discrepancy or inconsistency still prevails, the parties will discuss in good faith with the purpose of clarifying them.

### **3.6 CASES OF TERMINATION**

#### **3.6.1 Termination by the Supplier**

The Supplier may terminate the Contract in the following events:

- (i) If the OIE does not remedy a failure in the performance of the obligations under the Contract, within thirty (30) calendar days after being notified in writing. In such event, the Supplier shall have the right to terminate the Contract with immediate effect;
- (ii) if the OIE is adjudicated bankrupt or makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency, reorganisation or other relief act, or if a receiver is or trustee is appointed on behalf of a creditor or by a court of justice or in respect of the whole or part of its business;
- (iii) in the event of a force majeure event affecting the OIE's performance under the Contract for more than thirty (30) consecutive calendar days.

#### **3.6.2 Termination by the OIE**

The OIE may terminate the Contract in the following events:

- (i) If the Supplier does not remedy a failure in the performance of the obligations under the Contract, within thirty (30) calendar days after being notified in writing. In such event, the OIE shall have the right to terminate the Contract with immediate effect, and will pay the portion of the remuneration associated with the Services satisfactorily performed prior to the effective date of termination;
- (ii) if the Supplier is adjudicated bankrupt or makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency, reorganisation or other relief act, or if a receiver is or trustee is appointed on behalf of a creditor or by a court of justice or in respect of the whole or part of its business;
- (iii) if the Supplier sells, leases or exchanges a material portion of its assets, or merges or consolidates with or into another party, or a change in control of Supplier occurs.
- (iv) in the event of a force majeure event affecting the Supplier's performance under the Contract for more than thirty (30) consecutive calendar days.
- (v) If donor contributions to the OIE to fund this feasibility study are substantially reduced or terminated, the OIE may give the Supplier notice of termination of this contract with at least sixty (60) days' notice.

In such event, the OIE will pay the portion of the compensation associated with the Services satisfactorily performed prior to the effective date of termination, reimburse the Supplier for all of the Supplier's direct and reasonable out-of-pocket costs and expenses incurred by the Supplier prior to receipt of the OIE's termination notice that arise from or relate to the Contract.

### **3.7 COMMITMENTS AND PENALTIES**

If the Services do not commence at the date specified in the Contract, provided the delay was not caused by the OIE, the OIE will have the right to either renegotiate the terms of the Contract or terminate it with immediate effect.

If the Services are not provided within the period specified under the Contract, provided the delay was not caused by a force majeure event nor by the OIE, the OIE shall be entitled to ask the Supplier

penalties for delay amounting to 0.5% for each working day of delay after five consecutive working days of delay, capped at a global amount of thirty percent (30%) of the overall amount payable under the Contract.

If the Services are provided in a timely manner but are nevertheless partially completed or do not comply with the standards or requirements set out in the Contract, the OIE may ask for compensation of any loss and expenses that may be suffered by the OIE as a result.

### **3.8 DISPUTE RESOLUTION**

Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of the Contract, will first be dealt with through amicable consultations between the parties. In the event that such attempt at amicable consultations is not successful within thirty (30) working days after the date of a notice stating a dispute, controversy or claim, the parties shall have the right to resolve such dispute through final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organisations and Private Parties as in effect on the date of the Contract.

### **3.9 AUDIT**

The OIE (and/or the its donors) reserve(s) the right to conduct an audit of the project, subject to reasonable prior notice given to the Supplier, up to one (1) time in any twelve-month period.

The auditors appointed by the OIE (and/or project donors) shall have access to any documents, data and procedure related to the purpose of the Contract. The Supplier must ensure access to all the relevant document and facilitate this audit.

## 4. RESPONSE PROCEDURE

### 4.1 OIE CONTACT POINTS

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World Fund Unit

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Tel: (33) - 1 44 15 18 58

And

Ms Isabelle Dieuzy-Labaye

Financial Directorate

12, rue de Prony - 75017 Paris

Email: [i.dieuzy-labaye@oie.int](mailto:i.dieuzy-labaye@oie.int)

### 4.2 SCHEDULE

<b>RFP published</b>	16 January 2019
<b>Questions/Answers session (by email)</b>	16 January 2019 – 15 February 2019
<b>Deadline for submission</b>	<b>22 February 2019</b>
<b>Evaluation of offers</b>	23 February 2019 – 13 March 2019
<b>Contract award and supplier selection</b>	14 March 2019

Should the OIE change any of these dates, all tenderers having notified their interest will be informed and an addendum will be published on the OIE website.

### 4.3 TENDER DOCUMENTS

The tender documents are the following:

- A. Tender procedure rules and its annexes:
  - o Acknowledgement & intention to respond document
  - o Non-Disclosure Agreement
  - o Statement of Availability of Experts
- B. Tender terms of reference and its annexes
  - o Memberships OIE Commission for Africa and OIE Commission for The Middle East
  - o Leaflet “Deciphering OIE’s standard setting process”

### 4.4 NOTIFICATION OF INTEREST AND QUESTIONS/ANSWERS

Tenderers wishing to respond to the call for tender should notify the OIE contact point of their interest to do so, by sending by email the “Acknowledgement and Intention to Respond” document filled out and signed (Annex 1), by 12 February 2019. The Confidentiality Undertaking should also be signed and sent back at the same time.

If necessary, tenderers may request additional information, in English, to establish their responses. Questions must be sent exclusively by email to the OIE contact point until 15 February 2019 (Paris local time). The contact point will answer questions within 48 hours. Questions should make precise reference to the relevant tender document, chapter, page and paragraph. In order to ensure fair and equal treatment of all interested suppliers, the questions and the answers will be centralised and shared with all tenderers.

**Note:** commercial information will not be shared with other tenderers.

The OIE reserves the right to introduce non-substantial modifications to the tender documents. In the event that the OIE, either following a request from a tenderer or on its own initiative, introduces a modification of the tender documents, all tenderers having notified the OIE of their interest to respond will be informed simultaneously and a corrigendum will be published at least six working days before the deadline for submission of the tenders. The OIE may extend the deadline for submission of tenders to all tenderers to allow tenderers to take into account these changes.

#### **4.5 RESPONSE FORMAT**

Tenders, namely the envelop including the technical offer and the envelop including the financial offer, must be submitted in a sealed envelope bearing in large bold letters, must be submitted in English, in **one hard copy** and **one electronic copy** (USB stick), in a sealed envelope, as follows:

**CONFIDENTIEL - NE PAS OUVRIR A LA RECEPTION**  
**Feasibility study for the initiative “Better Enforcement of Standards for Safer Trade” (BESST)**

Madame la Directrice Générale  
Organisation Mondiale de la Santé Animale (OIE)  
12, rue de Prony  
F-75017 Paris  
France

The wording on the envelope should also appear on the outside of the external wrapping if the responses are sent by post or by couriers. Tenders may be deposited at the OIE reception desk, from Monday to Friday and from 9:00 to 12:00 and 14:00 to 18:00.

Tenders should include:

- The present call for tender documentation and all its annexes signed
- The technical offer (valid for 120 days from the day of tender submission)
- The financial offer (valid for 120 days from the day of tender submission)
- The tenderer's preferred terms and conditions

Please make specific reference in the response to any legitimately and appropriately confidential or proprietary material contained in the response. Such information included in the responses to the RFP will be kept confidential by the OIE.

**Reminder:** responses should be submitted by **22 February 2019 (Paris local time)**. Any tender received past this deadline, or within a non-sealed package, will be excluded from the tendering process.

#### **4.6 MODIFICATION OR WITHDRAWAL OF TENDERS**

Tenders may be modified or withdrawn prior to the deadline for submission through a written notification sent to the OIE contact point. Notification of a modification or withdrawal must comply with the requirements specified in paragraphs 4.5 Response format, with outer envelopes/with email object bearing the word "Modification" or "Withdrawal".

#### **4.7 INITIAL EVALUATION OF TENDERS**

A tender Opening Committee will proceed to open tenders received at the date specified in the schedule above. The Opening Committee is responsible for verifying that the tenders received have complied with the procedures for the submission and presentation of tenders described in this call for tender and for preparing the list of tenders deemed eligible.

A tender Selection Committee will then award the contract. The Selection Committee will evaluate the technical and financial offers and will proceed to a selection based on the following criteria:

- Organisational capacity and reputation
- Demonstrated understanding of the context and experience in:
  - Trade in animals and animal products, animal health and Veterinary Services
  - Relations and geopolitics in and among the regions of the Horn of Africa and the Arabian Peninsula
  - Undertaking a socio economic assessments providing an estimated economic cost, the necessary investment and socio-economic benefits
  - Referring previous works on project feasibility assessment and drafting a ready-to-use proposal
- Relevance and quality of the proposed methodology and associated work plan
- Relevance and quality of the proposed project team
- Global cost

The OIE may ask tenderers to provide clarifications needed to evaluate their tender; tenderers will be requested to reply in writing.

#### **4.8 FINAL EVALUATION AND AWARD OF THE CONTRACT**

The OIE will proceed to an evaluation of all final offers based on the evaluation criteria described above. The award criteria will be the most economically advantageous tender, based on a ratio of 70 to 80% for the technical offer and 20 to 30% for the financial offer.

Tenderers will be informed through electronic correspondence of the results of the selection process.



**ANNEX 1 - ACKNOWLEDGEMENT & INTENTION TO RESPOND**

**Tender : RFP/BESST/2019**

**The company**.....

Acknowledge of receipt of this tender documentation on: .....

This file is processed by the department: .....

The designated point of contact is : .....

Phone number: .....

E-mail: .....

And intends to respond to this call for tender (\*):

- Yes
- No

Name of signatory: .....

Signature: .....

**To be completed and sent back upon receipt of the tender documentation to the OIE contact point.**



Organisation  
Mondiale  
de la Santé  
Animale

World  
Organisation  
for Animal  
Health

Organización  
Mundial  
de Sanidad  
Animal

## ANNEX 2 - CONFIDENTIALITY UNDERTAKING

1. The OIE and \_\_\_\_\_ (“Recipient”) seek to engage in discussions for the sole purpose of exploring the possibility of entering into a definitive agreement relating to the development of a feasibility study for the initiative “better enforcement of standards for safer trade” (BESST) (the “Purpose”).
2. In order to achieve the Purpose, the OIE is willing to disclose to Recipient and Recipient is willing to receive Confidential Information under the terms and conditions of this Undertaking.
3. This Undertaking shall be effective as of 16 January 2019. The obligations of Recipient under this Undertaking shall survive until such time as all Confidential Information of the OIE disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient. The obligation to hold information in confidence as required by Article 6, and the provisions of Articles 8, 10, and 11, shall survive any expiration of this Undertaking.
4. Nothing in this Undertaking shall obligate either party to proceed with any definitive agreement or other arrangement between them or to enter into any subsequent agreements. Each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Undertaking.
5. **"Confidential Information"** means any information, whether or not marked as "Confidential", disclosed by the OIE to Recipient, either directly or indirectly, formally or informally, in writing, orally, or by visual inspection. The term “Confidential Information” shall not include information which:
  - (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the OIE;
  - (ii) becomes publicly known and made generally available after disclosure by the OIE to Recipient;
  - (iii) was already known by or in the possession of Recipient at the time of disclosure by the OIE as shown by Recipient's files and records immediately prior to the time of disclosure;
  - (iv) was obtained by Recipient from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.
6. All Confidential Information disclosed by the OIE shall remain the property of the OIE. The undersigned agrees to use the Confidential Information solely for the Purpose, and not to disclose any Confidential Information, provided, however, that such information may be disclosed to Recipient's directors, officers and employees who need to know such information for the Purpose (it being understood that such persons shall be informed by Recipient of the confidential nature of such information and shall be bound by obligations of confidentiality with Recipient no less protective than those set forth herein and that Recipient shall be responsible for any disclosures made by those persons in breach of obligations under this Agreement to the same extent as if such disclosures had been made directly by Recipient).
7. The Recipient shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care (including, without limitation, all precautions the undersigned employs with respect to his/her own confidential information).
8. If Recipient is required by law to make any disclosure that is prohibited or otherwise constrained by this undertaking, the undersigned shall provide the OIE with prompt written notice of such requirement so that the OIE may seek a protective order or other appropriate relief protecting the

Confidential Information from disclosure. In any such case, Recipient agrees to cooperate and use reasonable efforts to avoid or minimise the required disclosure and/or obtain such protective order or other relief. If, in the absence of a protective order or other relief, Recipient is legally obligated to disclose any Confidential Information, it may furnish that portion and only that portion of the Confidential Information that it is legally required to disclose on the basis of advice of counsel.

9. In the event the OIE does not retain the services of Recipient following the discussions relating to the Purpose, Recipient shall promptly destroy all copies of the Confidential Information and shall not retain any copies, extracts or other reproductions in whole or in part of such material.
10. Recipient hereby agrees to indemnify and hold harmless the OIE against any and all losses, liability, damages, and expenses that the OIE may incur as a result of a breach of this Undertaking by Recipient.
11. This Undertaking and any dispute arising therefrom shall be governed by general principles of law, to the exclusion of any single national system of law. Any dispute, controversy or claim arising out of or in relation to this Undertaking shall be settled by mutual agreement between the parties. If the parties are unable to reach an agreement on any question in dispute or on a mode of settlement other than arbitration, each party shall have the right to request arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The parties agree to be bound by any arbitration award rendered in accordance with the above-mentioned rules as the final adjudication of any such dispute.

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name:

Title:

Company/Entity:



**ANNEX 3 - STATEMENT OF AVAILABILITY OF EXPERTS**

Call for tender publication reference: RFP/BESST/2019 ("Call for Tender")

The undersigned, representing

- himself or herself (the "Person")
- the following legal person: .....(the "Person")

Hereby declares on behalf of the Person that the following key experts (the "Key Experts") proposed in the Call for Tender:

- |             |   |       |
|-------------|---|-------|
| Key experts | 1 | ..... |
|             | 2 | ..... |
|             | 3 | ..... |
|             | 4 | ..... |

- shall not engage, directly or indirectly, during the period foreseen in the Terms of Reference of the Call for Tender, in any other activity that may interfere with the performance of their duties or which could prevent them from providing the services described in the Call for Tender (the "Services");
- have agreed to provide the Services in the event that this tender is successful.

By making the foregoing declaration, the undersigned is fully aware that:

- should any of the proposed Key Experts, through unforeseen circumstances, be unavailable at the expected start date of the project described in the Call for Tender, the Person will be requested, at no cost to the OIE, to immediately provide to the OIE at least three available experts with equivalent background training and experience for replacement of any given Key Expert who may not be available, and that the OIE will select the replacing Key Expert.
- in the event that the OIE considers in its discretion that none of the proposed experts for replacement possesses the background training and experience of the Key Expert to be replaced, the OIE may elect to render the notification of award of contract to the Person null and void by notifying the Person in writing.

Full Name of Signatory .....

Date .....

Signature .....