



**WORLD ORGANISATION FOR ANIMAL HEALTH**  
*Protecting animals, preserving our future*

COM/FRAME2021/01

## **CALL FOR TENDER**

### **A.TENDER PROCEDURE RULES**

**COMMUNICATION AGENCY CONTRACTUAL FRAMEWORK**

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

**8 APRIL 2021**

**Contracting authority**

World Organisation for Animal Health (OIE)  
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## 1. GENERAL TENDERING 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 call for tender ("tender procedure") is an invitation for interested service providers to submit a proposal regarding the provision of services to the Communication Department, including but not limited to the production and adaptation of communication tools in various languages.

### 1.3 NON-BINDING EFFECT

The information included in the tender documents is provided to Tenderers so they may prepare a proposal in response. 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 tenderers 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 request, 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 in 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 judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation 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 180 business 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 Tenderers represent and warrant that they are authorised to bind their affiliates to the Contract they 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 Tenderers 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 Tenderers that their tenders have been retained. At the same time, the OIE will notify the unsuccessful tenderers in writing that their tenders have 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 Tenderers 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 Tenderers' authorised representative.

## **2. GENERAL TENDER PROVISIONS**

### **2.1 CONTRACT TYPE**

Supply agreement.

### **2.2 CONTRACT NATURE**

Unit price contract.

### 2.3 LOTS

The services are divided into nineteen (19) lots. The different lots are the following (as elaborated in Document C: Price Quotes Matrix

<b>Lot(s)</b>	<b>Designation</b>
1	Infographics
2	Posters
3	Leaflets
4	Brochure
5	Brochure Editing
6	Folder
7	Goodies
8	Conference or Events Visual Identity
9	Digital Web Design
10	Live Video Production
11	Conceptual Video Production
12	Field Story Video Production
13	Animation Video Production
14	Marketing Services
15	Social Media
16	Press Relations
17	Monitoring and Evaluation Services
18	Videography
19	Photography

### 2.4 VARIANTS

Variants are not authorised.

### 2.5 ADDITIONAL SERVICES

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

- additional operations 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.

Additionally, the OIE will validate deliverables and analyse the additional needs arising during the Contract. 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.

## **2.6 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. The subcontracting rate must be indicated in the proposition.

If during the duration of the contract capacities or subcontractors change, the tenderer shall maintain full transparency in updating the OIE through the call-off quote process.

## **2.7 DURATION OF THE CONTRACT**

The contract is concluded for two (2) years from July 2021 or from the date of notification if later.

The contract may be renewed for successive periods of two (2) years for a maximum renewal period of two (2) years. The renewal shall be considered accepted if no decision to the contrary is taken by OIE at least four (4) months before the end of the contract's validity period.

## **2.8 INVOICING**

The schedule of payments will be decided upon by the OIE and the service provider undertaking a particular job as specified in the Document B: Terms of References (TORs). These shall be based on the following factors:

- Duration of services to be provided;
- Type of service being provided.

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 receipt by bank transfer or cheque.

## **3. EXECUTIVE SUMMARY**

### **3.1 PROJECT BACKGROUND**

The World Organisation for Animal Health (OIE) is an intergovernmental organisation with global membership responsible for improving animal health and welfare worldwide and reducing health risks at the human-animal environment interface under the "One Health" concept. It is recognised by the World Trade Organization as the science-based standard setting organisation for the safe international trade of animals and animal products.

The OIE maintains permanent relations with its 182 Member Countries, as well nearly 75 international and regional Organisations. It has 13 regional offices around the globe.

The recognition of the organisation throughout veterinary and animal health experts' networks has been achieved through leadership and vision founded on scientific excellence, international solidarity and transparency since its inception over 90 years ago.

- *Presentation of the Organisation:* <https://www.oie.int/en/about-us/>
- *2019 Annual report:* <https://www.report2019oie.fr/en/>
- *Video on OIE international Standards objectives:* <https://youtu.be/Pqi9Y6LAOhA>
- *Video on OIE World Animal Health Information System:* [playlist](#)

The Communication Department has worked with several agencies in various campaigns and the production of ad-hoc/annual communication tools, ranging from brochures and leaflets to a full-fledged annual report. In order to streamline its activities and build on the experience and knowledge of the Organisation gained by the various service providers, the OIE is seeking to create a pool of communication agencies (with a maximum of 5 service providers per lot) to work with who will be bound to a four-year contract.

The framework agreement will be concluded with maximum 5 economic operators per lot and performed in the following way:

- without reopening competition,
- from the pool of service providers, the OIE will select the appropriate service provider based on the responses made in the Price Quotes Matrix (Document C) and the quality of work produced using the cascade method.

<b>Lot(s)</b>	<b>Designation</b>
1	Infographics
2	Posters
3	Leaflets
4	Brochure
5	Brochure Editing
6	Folder
7	Goodies
8	Conference or Events Visual Identity
9	Digital Web Design
10	Live Video Production
11	Conceptual Video Production
12	Field Story Video Production
13	Animation Video Production
14	Marketing Services
15	Social Media
16	Press Relations
17	Monitoring and Evaluation Services
18	Videography
19	Photography

In an exceptional situation in which OIE funding is attached to service request requirements, the full details associated with the exceptional Service Request will be clearly outlined in the request. This entails the requirement to do a Call-off request to three Service Providers. (*see article 3 of the Document B*).



## 4. RESPONSE PROCEDURE

### 4.1 OIE CONTACT POINT

Mr Gerrit Beger

Head of the Communication Department

Tel: (33) 01 44 15 18 88

Email: communication@oie.int

### 4.2 SCHEDULE

Steps	Dates
Launch of the call for tender	08/04/2021
Questions/Answers session (by email to OIE contact point)	08/04/2021 to 21/05/2021
Deadline to submit the declaration of interest and integrity	<b>24/05/2021</b>
Deadline for submission of tenders	<b>28/05/2021</b>
Evaluation of offers*	31/05/2021 to 28/06/2021
Contract award and notification	30/06/2021
Contract finalisation with the selected manufacturers	30/06/2021 to 12/07/2021

\*The OIE may ask tenderers to provide clarifications needed to evaluate their tender; tenderers will be requested to reply in writing. Should the OIE change any of these dates, all tenderers having notified their interest will be informed.

### 4.3 TENDER DOCUMENTS

The tender documents are the following:

- A. Tender procedure rules and its annexes:
  - o Annex 1, Declaration of interest and integrity (to be provided as part of the response by **24 May 2021 at the latest**)
  - o Annex 2, Financial and economic capacity assessment (to be provided as part of the response)
- B. Tender terms of reference
- C. Price Quotes Matrix
- D. Questions/Answers

While it is understood that the methodology and approach will be finalised with the chosen suppliers and constitute an important deliverable of the project once started, responses to the call for tender should cover the following elements to provide sufficient background to the evaluation of the offers and ensure homogenous assessment.

#### 4.4 NOTIFICATION OF INTEREST AND QUESTIONS/ANSWERS

Tenderers wishing to respond to the call for tender should notify the OIE contact points of their interest to do so, by sending by email the Declaration of interest and integrity document filled out and signed (Annex 1) by **24 May 2021** at the latest.

If necessary, tenderers may request additional information, in English, to establish their responses.

Questions must be sent exclusively by email to the OIE contact points until **21 May 2021** (Paris local time). 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 on the document D and published through the OIE Website. All tenderers are invited to review regularly this document.

**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 REQUIREMENTS

Tenders, namely the envelope including the technical offer and the envelope including the financial offer, must be submitted in English in a sealed package bearing in large bold letters as follows:

**CONFIDENTIEL - NE PAS OUVRIR A LA RECEPTION**  
**Communication agency contractual framework**  
Madame la Directrice Générale  
Organisation Mondiale de la Santé Animale (OIE)  
12, rue de Prony  
F-75017 Paris  
France

The wording on the package should also appear on the outside of the external wrapping if the responses are sent by post or by courier. If necessary, the OIE will provide the required acknowledgment of receipt. Tenders may be deposited at the OIE reception desk, from Monday to Friday from 9:00 to 17:00.

Tenders should include:

- **Technical envelope:**
  - All call for tender addenda signed;
  - Annexes 1 and 2 of document *A. Tender Procedure Rules* duly completed and signed;
  - One hard copy of the technical offer (valid for 180 days from the day of tender submission), providing the information required in document *B. Terms of Reference*, including all annexes and signed by the authorised person;
  - A USB key containing the electronic copy of the technical offer.

- **Financial envelope:**

- The financial offer (valid for 180 days from the day of tender submission), providing the information required in document *B. Terms of Reference*.

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 Call for Tender will be kept confidential by the OIE.

**Reminder:** responses should be submitted by **28 May 2021 (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 points. Notification of a modification or withdrawal must comply with the requirements specified in paragraphs 4.5 Response format, with outer envelopes bearing the word “Modification” or “Withdrawal”.

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

A tender Opening Committee will proceed to open tenders received at the beginning of the evaluation process. 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 proceed to award the contract. In view of the technical complexity of the proposed contract, it will include several qualified persons internal and external to the OIE. The Selection Committee will evaluate the technical and financial offers and will proceed to a selection based on the following criteria:

- Company organisation and sustainability
- Demonstrated understanding of the context and experience in working in a multicultural context and in the public sector
- Relevance and quality of the proposed methodology and associated work plan
- Relevance and quality of the proposed project team
- Global cost, including standard rates

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 according to the criteria described above. The award criteria will be the most economically advantageous tender, based on a ratio of 50% for the technical offer and 50% for the financial offer.

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

**ANNEX 1 - DECLARATION OF INTEREST AND INTEGRITY**

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

Call for tender: COM/FRAME2021/01

..... (the Tenderer) acknowledges receipt of the tender documentation and hereby notifies the OIE of its intention to respond to this call for tender. The designated point of contact for the call for tender process is:

- Name: .....
- Surname: .....
- Email: .....
- Phone number: .....

The Tenderer further declares that:

- It is not bankrupt or under mandatory liquidation, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, is not the subject of proceedings concerning its business activities, or is not in any similar situation arising from a procedure provided for in national legislation or regulations;
- It or a person having powers of representation, decision-making or control over it or a member of an administrative, a management or a supervisory body has not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organization, money laundering, offences linked to terrorist activities, child labour, human trafficking, creating or being a shell company or any other irregular or illegal activity;
- It or persons having powers of representation, decision-making or control over it have not been guilty of professional misconduct, including misrepresentation.
- It is in compliance with all its obligations relating to the payment of social security contributions and of taxes in accordance with the national legislation or regulations of the country in which the Tenderer is established;
- 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 definitive agreement that may be entered into between the Tenderer and the OIE ("Contract") as a result of the tendering process;
- It will inform, without delay, the World Organisation for Animal Health (OIE) 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 is not misrepresenting, either knowingly or negligently, in supplying any of the information requested by the OIE.

The Tenderer acknowledges and agrees that the OIE reserves the right to check the above-mentioned declarations and to request further information to its satisfaction and undertakes to provide documentary evidence upon request. The Tenderer further acknowledges that failure to disclose relevant information or a false statement may result in the disqualification of the Tenderer from the tendering process, the withdrawal of any proposition of a Contract by the OIE, or the termination with immediate effect of the Contract if it has already been awarded.

Entity name: .....

Address: .....  
.....  
.....

Name and Title of duly authorized representative: .....

Date: .....

Signature:

## ANNEX 2 - FINANCIAL AND ECONOMIC CAPACITY ASSESSMENT

RFP N°	
Company name	

Regarding the last two years for which the accounts are closed:		
2020	Start of the fiscal year	/...../...../2020
	End of the fiscal year	/...../...../2020
2019	Start of the fiscal year	/...../...../2019
	End of the fiscal year	/...../...../2019
Currency used for accounting:		

Simplified balance sheet/financial position		
	2020	2019
Assets (total), including:		
Cash and cash equivalents		
Liabilities (total), including:		
Equity (reserves, investment subsidies and others)		
Total liabilities, including:		
Total of medium and long-term debts (> 1 year)		
Total of short-term debts (< 1 year)		

Simplified statement of financial performance		
	2020	2019
Total expenses, including:		
Personnel costs (amount)		
Personnel costs (% of the total expenses)		
Revenue:		
Operating income		