



WORLD ORGANISATION FOR ANIMAL HEALTH
Protecting animals, preserving our future

RFP/PMCU/2020-03

A.TENDER PROCEDURE RULES

DOCUMENT COLLABORATION SYSTEM

WORLD ORGANISATION FOR ANIMAL HEALTH (OIE)

30 SEPTEMBER 2020

Contracting authority

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Table of Content

1. GENERAL TENDER RULES	3
1.1 DEFINITIONS	3
1.2 PURPOSE	3
1.3 NON-BINDING EFFECT	3
1.4 CONFIDENTIALITY	3
1.5 COSTS OF RESPONSES	4
1.6 CONDITIONS OF PARTICIPATION	4
1.7 CONFLICTS OF INTEREST	4
1.8 PERIOD OF PROPOSAL VALIDITY	5
1.9 APPEAL	5
1.10 SIGNING OF THE CONTRACT	5
2. GENERAL TENDER PROVISIONS	6
2.1 CONTRACT TYPE	6
2.2 CONTRACT NATURE	6
2.3 LOTS	6
2.4 VARIANTS	6
2.5 ADDITIONAL SERVICES	6
2.6 SUBCONTRACTING	6
2.7 DURATION OF THE CONTRACT	6
2.8 INVOICING	7
3. CONTRACTUAL FRAMEWORK OF THE SERVICES	7
3.1 CONFIDENTIALITY	7
3.2 OWNERSHIP OF THE DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS	8
3.3 DATA PROTECTION POLICY	8
3.4 EXECUTION OF THE SERVICES	11
3.5 PRECEDENCE OF CONTRACTUAL DOCUMENTS	13
3.6 CASES OF TERMINATION	13
3.7 REVERSIBILITY	14
3.8 COMMITMENTS AND PENALTIES	14
3.9 DISPUTE RESOLUTION	14
4. RESPONSE PROCEDURE	15
4.1 OIE PROCUREMENT CONTACT POINT	15
4.2 SCHEDULE	15
4.3 TENDER DOCUMENTS	15
4.4 NOTIFICATION OF INTEREST AND QUESTIONS/ANSWERS	16
4.5 RESPONSE FORMAT REQUIREMENTS	16
4.6 MODIFICATION OR WITHDRAWAL OF TENDERS	17
4.7 INITIAL EVALUATION OF TENDERS	17
4.8 SYSTEM HANDS-ON PRESENTATIONS	17
4.9 FINAL EVALUATION AND AWARD OF THE CONTRACT	18
5. TENDERERS PROPOSAL DOCUMENT STRUCTURE	18
5.1 TECHNICAL OFFER RESPONSE	18
5.2 FINANCIAL OFFER RESPONSE	19
ANNEX 1 - ACKNOWLEDGEMENT & INTENTION TO RESPOND	21
ANNEX 2 - CONFIDENTIALITY UNDERTAKING	22
ANNEX 3 - FINANCIAL AND ECONOMIC CAPACITY ASSESSMENT	24
ANNEX 4 – GDPR – IT REQUIREMENTS	25
ANNEX 5 – TEMPLATE FOR PROCESSING PERSONAL DATA (SCHEDULE C)	26

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 Service Provider, including any annexes attached thereto, as amended, modified and supplemented from time to time.

Request for Proposal (RFP): the documentation that includes the present document A (Tender procedure rules) and the Business case and requirement document (Document B). The RFP documents provide information to help tenderers prepare their bid and deliver the project.

Service Provider: 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 Service Provider, as described in the Contract.

Tenderers: all economic operators responding to this tender procedure.

1.2 PURPOSE

This tender procedure is an invitation for interested tenderers to submit a proposal for an OIE web-based system to manage comments from multiple reviewers and coordinate the review of several documents. The system is expected to be an off-the-shelf product with the potential to be configured according to the requirements stated in the project's 'Business case and requirement document' (Document B).

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 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 demand, any document transmitted, in line with the Confidentiality Undertaking ([Annex 2](#)) 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) who have provided a compliant response to the RFP as published 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;
- The tenderer nor a person having powers of representation, decision making or control or a member of an administrative, a management or a supervisory body has not been the subject of any judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization, money laundering, offences linked to terrorist activities, child labour or trafficking in human beings, creating or being a shell company or any other illegal activity;
- It has not been guilty of any breach of obligations, including relating to the payment of taxes or social security contributions, nor 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 60 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 is expected to cover the following:

- Configuration of the system according to OIE requirements and needs according to planned schedule stated in document B;
- Hosting the system;
- Maintenance and support of the system;
- Annual licenses.

2.2 CONTRACT NATURE

Mixed contract including a global priced part (product configuration and maintenance and support) and a subscription-based part (licenses).

2.3 LOTS

Single lot contract.

2.4 VARIANTS

Variants or modifications are authorised within the limits specified in the Document B 'Business case and requirement' under section 4, 'detailed work packages and products description'.

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 not allowed.

2.7 DURATION OF THE CONTRACT

The period to configure the system according to OIE requirements is expected to be between February 2021 and September 2021. The system is expected to be fully operational by September 2021.

After successful configuration and user acceptance of the system, it is expected that the chosen system will be under Contract for three (3) years from the date of signature.

At the request of the OIE, addressed to the supplier at least 6 months before the end of the initial three (3) year term, the Contract may be extended, under the same conditions, for an additional period of one year. At the end of this first renewal period, the Contract may be extended a second time, under the same conditions and at the request of the OIE addressed to the supplier, for an additional period of one year. The maximum duration of the Contract is therefore up to 5 years from the date of signature (3 years +1+1).

2.8 INVOICING

The schedule of payments will be described in the service contract in accordance with the number of work packages to be delivered per deadlines. Following agreement of this timeline, an equal percentage of the total price will be allocated to each delivery. Payment throughout the service contract will be made upon receipt of the corresponding undisputed invoice, which should be raised after validation of each deliverable. The OIE will proceed with the payment of undisputed invoices by bank transfer or cheque within 45 days of their receipt.

3. CONTRACTUAL FRAMEWORK OF THE SERVICES

The Services will be governed by the provisions below.

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, and shall obtain assurance that confidential treatment will be accorded to such information.

The Service Provider 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 Service Provider 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 OWNERSHIP OF THE DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

The Service Provider 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 software, on whatever medium, held by such party prior to the effective date of the Contract.

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

The Service Provider 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 Service Provider agrees to defend, indemnify and hold harmless the OIE against, and shall compensate and reimburse, all liabilities, demands, damages, claims, suits, costs, expenses. Service Provider shall arrange, at its own expense, for the replacement of the alleged infringing Deliverable(s).

3.3 DATA PROTECTION POLICY

In the context of the performance of the Services covered by the Contract, the Service Provider is required to process the OIE's data, on behalf of the OIE.

In application of this Contract, the OIE's data includes personal data, which are processed as described in Schedule C. Each Party thus undertakes to comply with the regulations applicable to it relating to the protection of personal data and, in the case of the Service Provider, including those arising from the General Data Protection Regulation 2016/679 ("GDPR").

3.3.1 Obligations of the OIE

The OIE, as an intergovernmental organisation is not subject to the GDPR. Any reference to terms commonly used under data protection legislation in relation to the OIE is simply for convenience and does not imply a waiver of any privileges and immunities applicable to the OIE.

This being said, the OIE guarantees that the personal data are processed in a lawful, fair and transparent manner, that it has been collected for specific, explicit and legitimate purposes. The OIE undertakes to document, in writing, any instructions concerning the processing of personal data by the Service Provider.

3.3.2 Obligations of the Service Provider

The Service Provider declares that it provides sufficient guarantees as to the implementation of the appropriate technical and organizational measures referred to in Term of Reference document, so that the processing operations fully complies with the requirements of the regulations on the protection of personal data.

It is expressly agreed that the Service Provider:

- (a) processes the data only for the purpose(s) of this Contract;
- (b) may only process the personal data on documented instruction from the OIE, including with regard to the location of the hosting and transfers to third countries;
- (c) informs the OIE before processing if the provider is required, by a legal requirement including under European Union or Member State law to which it is subject, to transfer personal data to a third country or international organization; this obligation does not apply if the law prohibits such information on important grounds of public interest;
- (d) immediately inform the OIE if, in its opinion, an instruction infringes this Regulation or other Union or Member State data protection provisions;
- (e) guarantees the confidentiality of the personal data processed under this Contract;
- (f) ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (g) takes into account, with regard to the Services it provides on behalf of the OIE, the principles of data protection from the design stage and by default;
- (h) may subcontract all or part of the processing activities carried out on behalf of the OIE, subject to obtaining the OIE's prior and specific written authorization;
- (i) must ensure that its own data processor complies with the obligations of this Contract and that this data processor provides the same sufficient guarantees as to the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the regulations on the protection of personal data;
- (j) is fully liable to the OIE for the performance by its data processor of its obligations, in particular when the latter does not fulfil its obligations with regard to the protection of personal data;
- (k) helps the OIE, through appropriate technical and organizational measures, insofar as this is possible, to fulfil his obligation to comply with the requests of the persons concerned concerning their rights (rights of access, rectification, deletion and objection, restriction of processing, portability, not to be the subject of an automated individual decision including profiling); in this respect, in the event of direct receipt by the Service Provider of such a request, it is agreed that the latter shall immediately forward the request to the OIE (dpo@oie.int), who shall be responsible for responding to it within the time limits provided for by the regulations;

- (l) notifies the OIE of any personal data breach, without delay and at the latest (24) hours after becoming aware of it, by e-mail (dpo@oie.int); such notification shall be accompanied by any relevant communication in order to enable the OIE, if necessary, to notify such breach as it sees fit (description of the nature of the breach including the categories and approximate number of persons concerned by the breach and the categories and approximate number of data records concerned; description of the likely consequences of the breach; description of the measures taken or proposed by the Service Provider to be taken to remedy the breach);
- (m) assists the OIE in carrying out data protection impact assessments, and in implementing its own appropriate technical and organizational measures to ensure a level of security appropriate to the risk;
- (n) takes all appropriate measures to ensure a level of security appropriate to the risk presented by the processing operations covered by this Agreement. In determining those measures, the Service Provider shall:
 - Have regard to the state of the art and the cost of implementation;
 - Take into account the nature, scope, context and purposes of the processing, as well as the risk of varying likelihood and severity for the rights and freedoms of individuals;
 - Take into account the risks that are presented by the data processing carried out jointly, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal data transmitted, stored or otherwise processed.
 - Those measures must include, as appropriate:
 - Pseudonymisation and encryption of personal data;
 - The ability to ensure on-going confidentiality, integrity, availability and resilience of systems and services processing personal data;
 - The ability to restore the availability and access to data in a timely manner in the event of a physical or technical incident;
 - A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- (o) ensures that any natural person acting under the authority of the Service Provider who has access to personal data must only process it on instructions from the OIE, unless required to do so by European Union or Member State law;
- (p) implements the above-mentioned security measures;
- (q) at the choice of the OIE, deletes all personal data or returns them to the OIE or to its new data processor after the end of the provision of services; the return of such data must be accompanied by the destruction by the Service Provider of all existing copies in the latter's information systems;
- (r) declares that they keep a register of processing operations in accordance with data protection regulations;
- (s) provides the OIE with all the information necessary to demonstrate compliance with its obligations and to allow audits, including inspections, to be carried out by the client or an auditor chosen by the OIE, and shall contribute to such audits under the conditions referred to below.

3.3.3 Audit

The OIE, during the performance of the Contract, up to a maximum of three (3) times per contractual year, may carry out an audit at its own expense and under its responsibility to check the compliance of the processing services provided by the Service Provider on behalf of the OIE as per the provisions of the Contract in terms of:

- compliance with the security policies,
- quality of service,
- maintenance of appropriate security measures, in particular to ensure the protection of the integrity and confidentiality of the OIE's data,
- compliance with the regulations on the protection of personal data which include the GDPR.

This audit is notified by the OIE to the Service Provider by registered letter with acknowledgement of receipt detailing the documents requested and, where applicable, the protocol that will be carried out, the methods used and the data audited, thirty (30) working days before the planned date of its implementation.

It is expressly agreed between the Parties that, insofar as this is possible, an audit of the documents shall be preferred and that an on-site audit shall be scheduled if the elements made available by the Service Provider do not prove sufficient to demonstrate compliance with its obligations under this clause.

The audit is carried out by the OIE or by a third party designated by the OIE.

The audit results will be the subject of a contradictory debate and validation by the Parties. If the results of the audit reveal any non-compliance in the performance of the Services covered by this Contract, the Service Provider shall implement corrective actions within a period to be agreed between the Parties and, the costs of the audit (including for the Client) will be borne by the Service Provider, without prejudice to the additional rights of the OIE to claim damages and/or to terminate the contract

3.4 EXECUTION OF THE SERVICES

3.4.1 Obligations of the Service Provider

3.4.1.1 General provisions

The Service Provider 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 Professionalism

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

3.4.1.3 Responsibility - Indemnification

The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider shall discharge the OIE of all liability associated with any claim or action brought as a result of an infringement by the Service Provider or the Service Provider's employees, experts or agents, of a third party's rights. The Service Provider 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 Service Provider of any of the terms, contained in the Contract.

3.4.1.4 Insurance

The Service Provider 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 Service Provider proof of insurance coverage that fulfils the foregoing requirements.

3.4.1.5 Service Provider staffing and project team composition

The Service Provider will employ adequate staff with appropriate professional qualifications, language abilities, training and experience, as required to carry out the Services. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider will use its best endeavours to avoid unnecessary turnover of the team members. Should the composition of the Service Provider's project team vary, the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider's staff members, consultants and subcontractors will conduct themselves in a professional and business-like 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 Service Provider. The Service Provider will be responsible for any property damage to the OIE carried out by its staff members, consultants or subcontractors.

3.4.1.6 Communication

The Service Provider 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.

The Service Provider undertakes to inform the OIE of the risks of a planned technical operation, of potential or potential incidents, and of the possible implementation of corrective or preventive actions. The Service Provider undertakes to communicate to the OIE the occurrence of any security breach having direct or indirect consequences on the processing, as well as any complaint addressed to it by any individual concerned by the processing carried out under the contract. This communication must be made as soon as possible and no later than twenty-four hours after the discovery of the security breach or following receipt of a complaint.

3.4.1.7 Work progress follow-up

The Service Provider 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.

3.4.1.8 Integrity and data retention

The Service Provider undertakes to take the necessary measures to ensure the integrity and preservation of the data processed during the duration of the contract.

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 Service Provider's sole contact point within the OIE and will be in charge of providing the Service Provider 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 Service Provider with timely access to the information and documentation required to perform the Services and will inform the Service Provider 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 in accordance with:

- the Contract clauses;
- the Annexes (with the exception of the 'Business Case and Requirement' document (B) and the Service Provider's response);
- the 'Business Case and Requirement' document (B),
- the Service Provider'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 Service Provider

The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider occurs.
 - (iv) in the event of a force majeure event affecting the Service Provider's performance under the Contract for more than thirty (30) consecutive calendar days.
 - (v) if the funding associated with the Services is terminated or reduced;

3.7 REVERSIBILITY

At the end of the Contract, the Service Provider undertakes to enable the administrative and technical reversibility of the Services that have been entrusted to it by means of the Reversibility Plan (to be submitted by Service Provider to the OIE for validation (not required with the tender). Once validated it will be annexed to the Contract as "VO"). The Service Provider will be notified by the OIE of the implementation of this "REVERSIBILITY" clause by registered post with acknowledgement of receipt.

The reversibility process is a project that must be led by the OIE with the assistance of the Service Provider. During the reversibility phase, the conditions of this Contract shall continue to apply. The Service Provider undertakes to assist and advise the OIE and to respond to any questions from the OIE and/or a designated third party to facilitate the continuity of Services.

In the fifteen (15) days following the OIE's notification to the Service Provider of its intention to implement the reversibility plan, the Parties will meet to define the reversibility process: the schedule of the reversibility phase, its organisation, the respective tasks to be carried out by each of the parties.

The Service Provider will communicate to the OIE all data and technical information required for reversibility.

The Service Provider shall make available to the OIE, in particular:

- Any project documentation updated by the Service Provider,
- All of the deliverables that have been completed or are undergoing processing,
- The data and systems backup media unless there is agreement between the parties,
- All of the applications and data, including personal data, in the format and on the media agreed in the reversibility plan,
- More generally, any element required for reversibility within the context of the Services.

3.8 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 Service Provider 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.

3.9 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.

4. RESPONSE PROCEDURE

4.1 OIE PROCUREMENT CONTACT POINT

Elizabeth Marier

Standards Department

Tel: (33) 01 44 15 18 54 / +44 (0) 7443 433917

Email: e.marier@oie.int

4.2 SCHEDULE

Call for tender steps	Timeframe or Date	Method
Documents sent to tenderers	30 September 2020	OIE website, Email with a link to a One Drive folder
Questions/Answers session	1 – 28 October 2020 (17:00)	In writing (by email), possibility for a video-conference to clarify tender documents
Receipt of Annex 1 & 2 signed	No deadline	Attachment to email
Initial receipt of tenders	5 November 2020, 17:00	By post (with electronic memory stick)
Evaluation of tenders by the Selection Committee	5 – 13 November 2020	
Interview and System Demo	13 – 27 November 2020	Invitation by Email
Best and final offer submission	11 December 2020, 17:00	Electronically i.e. email
Contract award and Service Provider selection	By 31 December 2020	Letter sent electronically

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

Interested tenderers must submit Annexes 1 and 2 signed to the OIE to receive document B (Business Case and Requirement document). The RFP includes

A-The tender procedure rules and its annexes:

- Annex 1: Acknowledgement and Intention to Respond (to sign and return)
- Annex 2: Confidentiality Undertaking (Non-Disclosure Agreement) (to sign and return)
- Annex 3: Financial and Economic Capacity Assessment (to sign and return)

- Annex 4: Processor assessment questionnaire (to complete and return)
- Annex 5: Template document for processing personal data (for information)

Note: Annex 4 will be sent to tenderers upon request and subject to the receipt of Document A's Annexes 1 and 2 signed.

B-The Business Case and Requirements and its annex:

- Annex 1 'Detailed Products descriptions' (for information)

Note: Document B will be sent to tenderers upon request and subject to the receipt of Document A's Annexes 1 and 2 signed.

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 returning by email the "Acknowledgement and Intention to Respond" ([Annex 1](#)) and The Confidentiality Undertaking ([Annex 2](#)) documents filled out and signed.

If necessary, tenderers may request additional information, in English, to support their responses. Questions must be initially sent exclusively by email to the OIE contact point until 28 October, 17:00 (Paris (France) local time). The contact point will answer questions on a weekly basis. Video conference or telephone call may be organised as deemed appropriate. Questions should make precise reference to the relevant tender document, chapter, page and paragraph. 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 REQUIREMENTS

Tenders must be submitted in English. Tenders must be submitted by post in a sealed envelope which should include [1] the envelope including the technical offer and [2] the envelope including the financial offer; both envelopes should be sealed and identified clearly. The outer envelope should bear the following information:

CONFIDENTIEL - NE PAS OUVRIR A LA RECEPTION
 Document Collaboration System – Tender

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. If necessary, the OIE will provide the required acknowledgment of receipt. Tenders may also 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:

[1] Technical Offer Folder (1 hard copy **and** 1 electronic copy i.e. USB stick) :

- All 'call for tender' annexes signed (i.e. 1, 2, 3 and 4 of this document);
- The technical offer signed by the authorised person (valid for 60 days from the day of tender submission), providing the information required in document *B. Business Case and Requirements* (See section 5.1 for proposed structure).

Note: The technical offer should not be longer than 30 pages. Diagrams, workflows and additional information relevant to the understanding of the response may be presented in annex and will not count against the maximum number of pages.

[2] Financial Offer Folder (1 hard copy **and** 1 electronic copy i.e. USB stick):

- The financial offer (valid for 60 days from the day of tender submission), providing the cost incurred to meet requirements described in document B (Business Case and Requirements);

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 5 November 2020, 17:00 (**Paris (France) local time**). Any tender received past this deadline 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 6.5 Response format, with the outer envelope 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 proceed to award the Contract. The Selection Committee will evaluate the technical and financial offers and will proceed to a selection based on the following criteria:

- 1) Technical Compliance: 70%
 - Company organisation and sustainability (5%)
 - Product technology's sustainability (10%)
 - Relevance, clarity and quality of the proposed methodology and associated delivery workplan schedule (10%)
 - Adherence to the OIE's product requirements (40%)
 - Baseline Service Level Agreement content (5%)
- 2) Global cost: 30%

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

4.8 SYSTEM HANDS-ON PRESENTATIONS

The OIE shall invite tenderers whose offer meets the minimum technical score of 70% to participate to a system hands-on presentation of their product for up to three-days as deemed necessary. Dates are proposed in Annex 1.

Tenderers should note that the project manager as well as key actors involved are required to participate to this presentation when relevant.

The virtual presentation must be delivered in English, and according to the following suggested format:

- Introduction: 5 minutes
- System capability presentation: 60 minutes
- Technical requirements questions and answers: 20 minutes
- System hands-on use of the system by OIE Project Operational Committee (~2-3 hours)
- Technical offer presentation: 20 minutes
- Open questions from the Selection Committee: 30 minutes

Following the virtual presentations, tenderers will be given additional days to provide their best and final offer, should clarifications be necessary.

4.9 FINAL EVALUATION AND AWARD OF THE CONTRACT

The OIE will proceed to an evaluation of all final offers according to the criteria described in section 4.7. and award the contract to the most economically advantageous offer (i.e. best value for money).

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

5. TENDERERS PROPOSAL DOCUMENT STRUCTURE

The methodology, approach and timeline constitute an important part to deliver the project in a timely fashion. Therefore, responses to the present call for tender should provide sufficient background information to ensure a consistent assessment of all offers. The following elements should be covered:

5.1 TECHNICAL OFFER RESPONSE

Reminder: The technical offer should not be longer than 30 pages. Diagrams, workflows and additional information relevant to the understanding of the response may be presented in annex and will not count against the maximum number of pages.

5.1.1 General Information

The tender should include the following information:

- General company information
- Company name and physical address
- Focal point contact details: email, mobile number, work telephone
- Company's culture and system's sustainability (future development and maintenance)
- Referral from two other clients

5.1.2 Product information

This section should describe the functionalities of the product and highlight how the product meets the requirements of every work package as described in document B.

5.1.3 Service Provider Project Management Methodology

An option on how to approach the project within the tenderer's team is proposed in Document B, section 2.2. 'Project Management Approach'.

It is expected that the tenderers will be able to demonstrate the project management approach of their company and how it aligns with the Project Management Approach stated in the Document B.

5.1.4 Change Management Approach

The change management approach of a Service Provider on work packages and service operations changes is an important aspect of the evaluation of the proposal.

The change management approach refers to how the Service Provider handles change requests on accepted products, requirements of products currently under development execution and functional changes during service operations.

As OIE project team learns about the system during testing and system operations, ideas will emerge. The ideas may become new requirements which may impact project cost and deadline or impact service operations cost. It is important that the Service Provider can manage this according to proposed established international framework (e.g. Prince 2) and can describe in the tender how amendments will be managed.

5.1.5 Information and Data Security Approach

The application system will handle and process sensitive and confidential documents for the OIE. It is important to demonstrate that the documents are accessible only by authorised OIE authors and system administrators.

The proposal should include security measures in place and could be placed in the system to ensure information and document security.

The product should also demonstrate its alignment to General Data Protection Regulation (GDPR – see Section 3.3). The proposal should include how users' information are handled.

5.1.6 Hosting and System Maintenance and Support

The proposal should include a Baseline Service Level Agreement used by the Service Provider with its clients for the OIE to evaluate.

5.1.7 Setup and Configuration Proposed Schedule

The tenderers are expected to propose an estimated schedule of delivery of products as per their understanding of the Business Case and Product Descriptions. The Planned Schedule and Timescale of OIE should be used as baseline for this proposal with dates clearly stated.

The tenderers are expected to define their capacity to deliver according to the proposed schedule (number of additional days needed or spare days). The OIE will assess the proposed schedule.

The expected start of project implementation for setup and configuration is February 2021. The system is expected to be launched by end of September 2021.

5.1.8 Project Risks Identified and Risk Management Proposal

This section should provide a review of major constraints identified at this stage, potential risks to the delivery of the project and requirements to ensure its successful completion according to the capacity and capability of the proposed system. Prerequisites that tenderers deem important to carry out the project effectively should be identified.

5.2 FINANCIAL OFFER RESPONSE

The financial offer should be provided in EURO (€). The quotation should be presented in two forms (1) with all detailed tax duties and charges and (2) free of all duties, taxes and other charges and excluding VAT. The service contract should clearly state the payment obligation for the OIE on maintenance, support, licensing and hosting on annual basis and for the duration of the contract.

The financial offer should provide a breakdown according to the following:

- One-off project setup and configuration fee according to defined work packages

The cost of delivering the project and setting up the product.

- Training fees for OIE staff members and external Members

The training fees may include details on the cost per training, the minimum/maximum number of people attending the training session, the number of training sessions offered before the launch and over the duration of the Contract, the frequency of training session. This information will be used to plan our training needs costs.

- Annual Hosting, Maintenance and Support fee for a period of up to three years, and option for up to five years of system contractual operations

This includes the annual cost for hosting, system upgrades, maintenance, customer support.

- Additional development costs (provision when needed)

Hourly rate, days rate or package rates to deliver specific developments to meet the business requirements should be provided. Any additional cost for other services should also be described.

- Annual License fees and condition of use

It should specify if there is a minimum number of licenses/users required, the annual license fee per user, the opportunity for concurrent licensing and the flexibility in the number of licenses required over a defined period of time.



ANNEX 1 - ACKNOWLEDGEMENT & INTENTION TO RESPOND

Tenderer :

The company

[1] Acknowledges of receipt of this tender documentation on: Click or tap to enter a date.

This file is processed by the department: Click or tap here to enter text.

The designated point of contact is : Click or tap here to enter text.

Phone number: Click or tap here to enter text.

E-mail: Click or tap here to enter text.

[2] Warrants that it abides by the conditions to participate as set out in the tender procedure rules (Document A) and intends to respond to this call for tender:

Yes

No

[3] Will be available for a system hands-on presentation between the 13 and 27 November 2021:

Yes

No

Please suggest your preferred date and time. The OIE will strive to accommodate your first choice.

Name of signatory:

Signature:

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



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Animale

World
Organisation
for Animal
Health

Organización
Mundial
de Sanidad
Animal

ANNEX 2 - CONFIDENTIALITY UNDERTAKING

1. The OIE and the [_____] ("Recipient") seek to engage in discussions for the sole purpose of exploring the possibility of entering into a definitive agreement relating to the set-up and maintenance of an OIE web-based system to manage comments from multiple reviewers and coordinate the review of several documents (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 the 30/09/2020. 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 - FINANCIAL AND ECONOMIC CAPACITY ASSESSMENT

Document N°	
Company name	

Regarding the last two years for which the accounts are closed:		
2019	Start of the fiscal year	/...../...../2019
	End of the fiscal year	/...../...../2019
2018	Start of the fiscal year	/...../...../2018
	End of the fiscal year	/...../...../2018
Currency used for accounting:		

Simplified balance sheet/financial position		
	2019	2018
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		
	2019	2018
Total expenses, including:		
Personnel costs (amount)		
Personnel costs (% of the total expenses)		
Revenue:		
Operating income		

ANNEX 4 – GDPR – IT REQUIREMENTS

Note: this document will be made available to tenderers upon return of signed annexes 1 & 2.

ANNEX 5 – TEMPLATE FOR PROCESSING PERSONAL DATA (SCHEDULE C)

Template table to be filled by the Service Provider and the OIE with the signature of the Contract

SCHEDULE C

DESCRIPTION OF THE PROCESSING OF PERSONAL DATA

Service provided by the Service Provider: XXXXX

Subject-matter, of the processing	Purpose of the processing	Nature of the processing	Type or categories of personal data	Categories of data subjects	Transfers to third countries	Data processor of the Provider (Sub-processor)	Contact point/ Contact details of the Data protection officer (DPO) of the Data controller	Contact point/ Contact details of the Data protection officer (DPO) of the Provider
							dpo@oie.int	

Table to filled by the Service Provider with the Contract.

Technical and organizational measures:

Measure	Description
Physical security measures	
Logical access control measures	
Data backup	
Securing exchanges	
Protection against intrusions	
Confidentiality / Integrity	