



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

OIE/AMU/2019

## **A.TENDER PROCEDURE RULES**

### **PROJECT TO SET UP THE OIE ANTIMICROBIAL USE SYSTEM (OIE AMU SYSTEM)**

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

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#### **Contracting authority**

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## 1. GENERAL TENDER RULES

### 1.1 DEFINITIONS

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

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

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

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

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

### 1.2 PURPOSE

This tender procedure is an invitation for interested service providers to submit a proposal to set up and maintain the OIE AMU system according to the defined requirements and to provide the change management and project management associated services.

### 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 signed.

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

## **1.5 COSTS OF RESPONSES**

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

## **1.6 CONDITIONS OF PARTICIPATION**

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

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

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

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

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

## **1.7 CONFLICTS OF INTEREST**

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

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

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

## **1.8 PERIOD OF PROPOSAL VALIDITY**

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

## **1.9 APPEAL**

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

## **1.10 SIGNING OF THE CONTRACT**

### **1.10.1 General provisions**

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

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

### **1.10.2 Notification of award**

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

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

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

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

## **2. GENERAL TENDER PROVISIONS**

### **2.1 CONTRACT TYPE**

Service contract.

## **2.2 CONTRACT NATURE**

Global-priced contract

## **2.3 LOTS**

This is a single lot contract type, keeping in mind that hosting services are optional.

## **2.4 VARIANTS**

Variants are authorised within the limits specified in the technical requirements.

## **2.5 CONDITIONAL TRANCHES**

The Contract will include a fixed tranche and may include conditional tranches, the implementation of which will depend on a decision by the OIE and which will be notified to the Supplier under conditions set out in the Contract.

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

## **2.6 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.

## **2.7 SUBCONTRACTING**

Subcontracting is allowed; in this case, subcontractors must be mentioned in the tender response. Intention to participate and subcontracting must be precisely identified according to the proposed phases of the project. The subcontracting rate must be indicated in the proposition and must not exceed 40% (based on workload or price evaluation).

## **2.8 DURATION OF THE CONTRACT**

The Contract is expected to be performed from 2020 to end of 2022. The exact start and end date will be determined during contract negotiations; however, the estimated duration is about three (3) years.

## **2.9 INVOICING**

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

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



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

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

Upon termination or expiration of the Contract, the Supplier will promptly:

- (a) Return all documents and tangible materials (and any copies) containing Confidential Information and
- (b) Erase all Confidential Information from its computer systems.

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

In return for payment of the cost of the Services, the Supplier assigns ownership to the OIE for the entire world for the elements developed within the context of the Contract, with all of the de jure and de facto guarantees, copyrights related to the results of the Services, including all rights of exploitation, reproduction, modification, representation, sale and use of the software.

This assignment is made without limitation as to the number of reproductions or representations, for all types of operation and on all current or future media, particularly paper, magnetic, IT, multimedia and networks including the internet and direct or satellite broadcasting and for all countries and languages. The Supplier warrants that the Services and the assignment of ownership do not infringe the rights of any third parties.

The Supplier remains the owner of the methods, tools and software used for development of the specific software that is the object of the Contract (with the exception of corrections and changes) and know-how that it has used or implemented in the context of implementing the services. In particular, the Supplier remains the owner of the know-how specifically acquired during implementation of the Contract.

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

### **3.3 DATA PROTECTION POLICY**

In the context of the performance of the Services covered by the Contract, the Supplier 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 [*details to be added in an Annex*]. 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 Supplier, including those arising from General Data Protection Regulation 2016/679 ("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.

#### **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 Supplier.

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

The Supplier declares that it provides sufficient guarantees as to the implementation of the appropriate technical and organizational measures referred to in [*details to be added in the same Annex*], 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 Supplier:

- process the data only for the purpose(s) of this Contract;
- 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;
- inform the OIE before processing if the provider is required, by 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;
- immediately inform the OIE if, in its opinion, an instruction infringes this Regulation or other Union or Member State data protection provisions;

- guarantees the confidentiality of the personal data processed under this Contract;
- ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 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;
- 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;
- 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;
- 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;
- 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); in this respect, in the event of direct receipt by the Supplier of such a request, it is agreed that the latter shall forward the request to the OIE, who shall be responsible for responding to it within the time limits provided for by the regulations;
- notifies the OIE of any personal data breach, as soon as possible after becoming aware of it, by e-mail; 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 Supplier to be taken to remedy the breach);
- assists the OIE in carrying out data protection impact assessments, in implementing its own appropriate technical and organizational measures to ensure a level of security appropriate to the risk;
- implements the above-mentioned security measures;
- 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 Supplier of all existing copies in the latter's information systems;
- declare that they keep a register of processing operations in accordance with data protection regulations;
- 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.

## **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 Supplier on behalf of the OIE.

This audit is notified by the OIE to the Supplier 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 Supplier 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 costs of the audit (including for the Client) will be borne by the Supplier.

## **3.4 EXECUTION OF THE SERVICES**

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

#### *3.4.1.1 General provisions*

The Supplier agrees to:

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

#### *3.4.1.2 Professionalism*

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

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

#### *3.4.1.3 Responsibility - Indemnification*

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

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

#### *3.4.1.4 Insurance*

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

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

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

The Supplier will employ adequate staff with appropriate professional qualifications, language abilities, training and experience, as required to carry out the Services. The Supplier will also ensure that, at all times, a sufficient number of such professionally qualified employees, within a project team whose composition will be proposed in the tender response and agreed to in the Contract, is assigned to perform the Services in order to ensure successful and timely completion of the Services. The Supplier

shall be solely responsible for employing staff or retaining the services of any consultants and subcontractors under the applicable laws, including compliance with immigration and visa laws, obtaining and maintaining work permits, health or accident insurance, social security, unemployment insurance and other contributions or benefits as may be required under applicable laws. The Supplier shall be solely responsible for its employees, consultants' or subcontractors' acts and omissions, including their compliance with, and their breaches of, the terms of the Contract.

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

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

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

#### *3.4.1.6 Communication*

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

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

#### *3.4.1.8 Integrity and data retention*

The Supplier 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 Supplier's sole contact point within the OIE and will be in charge of providing the Supplier with all functional and technical information as well as providing support to the administrative management of the Contract.

#### *3.4.2.2 Communication*

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

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

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

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

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

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

### **3.6 CASES OF TERMINATION**

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

The Supplier may terminate the Contract in the following events:

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

### 3.6.2 Termination by the OIE

The OIE may terminate the Contract in the following events:

- (i) If the Supplier does not remedy a failure in the performance of the obligations under the Contract, within thirty (30) calendar days after being notified in writing. In such event, the OIE shall have the right to terminate the Contract with immediate effect, and will pay the portion of the remuneration associated with the Services satisfactorily performed prior to the effective date of termination;
- (ii) if the Supplier is adjudicated bankrupt or makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency, reorganisation or other relief act, or if a receiver is or trustee is appointed on behalf of a creditor or by a court of justice or in respect of the whole or part of its business;
- (iii) if the Supplier sells, leases or exchanges a material portion of its assets, or merges or consolidates with or into another party, or a change in control of Supplier occurs.
- (iv) in the event of a force majeure event affecting the Supplier's performance under the Contract for more than thirty (30) consecutive calendar days.
- (v) for convenience (i.e., for any reason or no reason) effective as of any date by giving the Supplier notice of termination at least sixty (60) days prior to the termination date specified in such notice. In such event, the OIE will pay the portion of the compensation associated with the Services satisfactorily performed prior to the effective date of termination, reimburse the Supplier for all of the Supplier's direct and reasonable out-of-pocket costs and expenses incurred by the Supplier prior to receipt of the OIE's termination notice that arise from or relate to the Contract.

### 3.7 REVERSIBILITY

At the end of the Contract, for whatever reason, the Supplier 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 Supplier to the OIE for validation, and once validated to be annexed to the Contract as "V0"*]. The Supplier will be notified by the OIE of the implementation of this "REVERSIBILITY" clause by registered post with acknowledgement of receipt.

During the reversibility phase, the conditions of this Contract shall continue to apply, Supplier undertakes to assist and advise the OIE and to respond to any questions from the OIE/and or the designated third party to facilitate the resumption of Services.

In the fifteen (15) days following the OIE's notification to the Supplier of its intention to put reversibility into operation, 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 Supplier will communicate to the OIE the data and technical information required for reversibility.

The reversibility process is a project that must be led by the OIE with the assistance of the Supplier.

The Supplier shall make available to the OIE, in particular:

- The documentation of any project updated by the Supplier
- 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 manner 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 Supplier penalties for delay amounting to 0.5% for each working day of delay after five consecutive working days of delay, capped at a global amount of thirty percent (30%) of the overall amount payable under the Contract.

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

Other penalties and their capped amount will be defined in Assurance Quality Plan and the Service Level Agreement according to indicators.

### **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.

### **3.10 AUDIT**

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

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

## 4. RESPONSE PROCEDURE

### 4.1 OIE CONTACT POINT

Mrs Amna KOOLI

Information Systems Unit

12, rue de Prony - 75017 Paris

Tel: (33) 01 44 15 19 75

Email: [a.kooli@oie.int](mailto:a.kooli@oie.int)

### 4.2 SCHEDULE

|  |  |
|--|--|
| <b>RFP sent to potential suppliers</b>                                     | October 22th, 2019   |
| <b>Questions/Answers session (by email)</b>                                | During the submission period   |
| <b>Initial response reception / Deadline for receiving the RFP replies</b> | November 26 <sup>th</sup> , 2019 at 11: 30 am                        |
| <b>Opening committee (technical + financial)</b>                           | November 26 <sup>th</sup> , 2019 at 2PM                              |
| <b>Initial response evaluation</b>   | December 2nd to December 20 <sup>th</sup> , 2019                     |
| <b>Oral presentations by each Candidate</b>                                | Between January 8 <sup>th</sup> and January 10 <sup>th</sup> , 2020  |
| <b>Questions/Answers</b>   | Between January 10 <sup>th</sup> and January 20 <sup>th</sup> , 2020 |
| <b>Technical/financial readjustment: Best and final offer submission</b>   | January 22 <sup>th</sup> , 2020                                      |
| <b>Evaluation of final offers - Selection committee</b>                    | January 31 <sup>st</sup> , 2020                                      |
| <b>Contract award and supplier selection</b>                               | 30 days after accepting an offer                                     |

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

### 4.3 TENDER DOCUMENTS

The tender documents are the following:

- A. Tender procedure rules and its annexes:
  - o Acknowledgement and Intention to Respond
  - o Non-Disclosure Agreement
  - o Statement of Availability of Experts
  - o Financial and economic capacity assessment
- B. Tender requirements/ terms of reference and its annexes

- AMU Compliance grid document.
- AMU Pricing Grid document
- Quality Assurance Plan
- C.Vs and competency matrix

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

Tenderers wishing to respond to the call for tender should notify the OIE contact point of their interest to do so, by sending by email the “Acknowledgement and Intention to Respond” and the “Confidentiality Undertaking” documents filled out and signed (Annex 1 and 2). Upon reception of these documents, the OIE will provide access to the full tender dossier, including the detailed User Requirements specification and its annexes.

If necessary, tenderers may request additional information, in English, to establish their responses. Questions must be sent exclusively by email to the OIE contact point until November 22nd at 11: 30 am (Paris local time). The contact point will answer questions within 48 hours. Questions should make precise reference to the relevant tender document, chapter, page and paragraph. In order to ensure fair and equal treatment of all interested suppliers, the questions and the answers will be centralised and shared with all tenderers.

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

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

#### 4.5 RESPONSE FORMAT REQUIREMENTS

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

CONFIDENTIEL - NE PAS OUVRIR A LA RECEPTION  
 OIE/AMU/2019  
 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 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:

- **Technical envelope:**
  - All call for tender addenda signed;
  - Annexes 3 and 4 of document *A. Tender Procedure Rules* duly completed and signed (annex 4 valid for 120 days from the day of tender submission);
  - The technical offer (valid for 120 days from the day of tender submission), providing the information required in document *B. Terms of Reference* (CVs and competency matrix, first version of the Quality Assurance Plan, technical design and the AMU compliance grid completed) and signed by the authorised person.
- **Financial envelope:**
  - The financial offer (valid for 120 days from the day of tender submission), providing the information required in document *B. Terms of Reference* (AMU Pricing Grid completed);

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 November 26th at 11: 30 am (**Paris local time**). Any tender received past this deadline, or within a non-sealed package, will be excluded from the tendering process.

#### 4.6 MODIFICATION OR WITHDRAWAL OF TENDERS

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

#### 4.7 INITIAL EVALUATION OF TENDERS

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

A tender Selection Committee will then 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:

| Criteria   | Points |
|--|--------|
| Company organisation and sustainability  | 5      |
| Relevance and quality of the proposed project team   | 10     |
| Ability to provide business related expertise (customer and project references)                                    | 10     |
| Relevance and quality of the proposed system (ability to meet project specifications, deliverables and objectives) | 20     |
| Relevance and quality of the proposed methodology and associated work plan   | 15     |
| Expertise in change management methodology   | 10     |
| Cost   | 30     |

Best value for money according to the following type of ratio 70% for technical offer, 30% for financial offer.

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

#### **4.8 ORAL PRESENTATIONS**

Tenderers may be requested to participate to an oral presentation of its organisation, expertise and experience relevant to the tender.

**Tenderers should note that the project manager and the senior supplier as well as key actors involved are required to participate to this presentation.**

The oral presentation format will be the following:

- Introduction: 5'
- Technical offer presentation: 40'
- Financial offer presentation 15'
- Questions and answers: 60'

Following the oral presentations, tenderers will be given additional time to provide their best and final offer.

#### **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 above.

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



## ANNEX 1 - ACKNOWLEDGEMENT & INTENTION TO RESPOND

Tenderer : .....

The company.....

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

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

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

Phone number: .....

E-mail: .....

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

- Yes
- No

Will be available for an oral presentation on the following dates (\*):

- Wednesday 8 January(morning)
- Wednesday 8 January (afternoon)
- Thursday 9 January (morning)
- Thursday 9 January(afternoon)
- Friday 10 January (morning)
- Friday 10 January(afternoon)

Name of signatory: .....

Signature: .....

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

## ANNEX 2 - CONFIDENTIALITY UNDERTAKING

1. The OIE and the [COMPANY/ENTITY] ("Recipient") seek to engage in discussions for the sole purpose of exploring the possibility of entering into a definitive agreement relating to set up and maintain the OIE AMU system according to the defined requirements and to provide the change management and project management associated services.(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 22 October 2019. The obligations of Recipient under this Undertaking shall survive until such time as all Confidential Information of the OIE disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient. The obligation to hold information in confidence as required by Article 6, and the provisions of Articles 8, 10, and 11, shall survive any expiration of this Undertaking.
4. Nothing in this Undertaking shall obligate either party to proceed with any definitive agreement or other arrangement between them or to enter into any subsequent agreements. Each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Undertaking.
5. "**Confidential Information**" means any information, whether or not marked as "Confidential", disclosed by the OIE to Recipient, either directly or indirectly, formally or informally, in writing, orally, or by visual inspection. The term "Confidential Information" shall not include information which:
  - (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the OIE;
  - (ii) becomes publicly known and made generally available after disclosure by the OIE to Recipient;
  - (iii) was already known by or in the possession of Recipient at the time of disclosure by the OIE as shown by Recipient's files and records immediately prior to the time of disclosure;
  - (iv) was obtained by Recipient from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.
6. All Confidential Information disclosed by the OIE shall remain the property of the OIE. The undersigned agrees to use the Confidential Information solely for the Purpose, and not to disclose any Confidential Information, provided, however, that such information may be disclosed to Recipient's directors, officers and employees who need to know such information for the Purpose (it being understood that such persons shall be informed by Recipient of the confidential nature of such information and shall be bound by obligations of confidentiality with Recipient no less protective than those set forth herein and that Recipient shall be responsible for any disclosures made by those persons in breach of obligations under this Agreement to the same extent as if such disclosures had been made directly by Recipient).
7. The Recipient shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care (including, without limitation, all precautions the undersigned employs with respect to his/her own confidential information).
8. If Recipient is required by law to make any disclosure that is prohibited or otherwise constrained by this undertaking, the undersigned shall provide the OIE with prompt written notice of such requirement so that the OIE may seek a protective order or other appropriate relief protecting the Confidential Information from disclosure. In any such case, Recipient agrees to cooperate and use reasonable efforts to avoid or minimise the required disclosure and/or obtain such protective order

or other relief. If, in the absence of a protective order or other relief, Recipient is legally obligated to disclose any Confidential Information, it may furnish that portion and only that portion of the Confidential Information that it is legally required to disclose on the basis of advice of counsel.

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

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

Signature \_\_\_\_\_

Name:

Title:

Company/Entity:





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

Call for tender publication reference: ..... (“Call for Tender”)

The undersigned, representing

- himself or herself (the “Person”)
- the following legal person: *[NAME OF COMPANY]* (the “Person”).....

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

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

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

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

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

Full Name of Signatory .....

Date .....

Signature .....

## ANNEX 4 - FINANCIAL

### AND ECONOMIC CAPACITY ASSESSMENT

|              |  |
|--------------|--|
| RFP N°       |  |
| Company name |  |

| Regarding the last two years for which the accounts are closed: |                          |                   |
|---|--------------------------|-------------------|
| 2018  | Start of the fiscal year | /...../...../2018 |
|   | End of the fiscal year   | /...../...../2018 |
| 2017  | Start of the fiscal year | /...../...../2017 |
|   | End of the fiscal year   | /...../...../2017 |
|   |                          |                   |
| Currency used for accounting:                                   |                          |                   |

| Simplified balance sheet/financial position        |      |      |
|--|------|------|
|  | 2018 | 2017 |
| 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 |      |      |
|---|------|------|
|   | 2018 | 2018 |
| Total expenses, including:                    |      |      |
| Personnel costs (amount)                      |      |      |
| Personnel costs (% of the total expenses)     |      |      |
| Revenue:                                      |      |      |

|                  |  |  |
|------------------|--|--|
| Operating income |  |  |
|------------------|--|--|