



DTIS/CFT2021/1

A.TENDER PROCEDURE RULES

PVS PATHWAY INFORMATION SYSTEM

WORLD ORGANISATION FOR ANIMAL HEALTH (OIE)

DEADLINE TO SUBMIT :

1. DECLARATION OF INTEREST AND INTEGRITY :20/01/2022 - 18 :00 (PARIS LOCAL TIME)

NEW DEADLINE 2. TENDERS :16/02/2022 - 18:00 (PARIS LOCAL TIME)

Contracting authority

World Organisation for Animal Health (OIE)
12 Rue de Prony
F-75017 Paris
France

Contact Point

Dr Maud Carron
Capacity-Building Department
Email: m.carron@oie.int

Table of Content

1. GENERAL TENDER RULES	4
1.1. DEFINITIONS	4
1.2. PURPOSE	4
1.3. NON-BINDING EFFECT	5
1.4. CONFIDENTIALITY	5
1.5. COSTS OF RESPONSES	5
1.6. CONDITIONS OF PARTICIPATION	6
1.7. CONFLICTS OF INTEREST.....	6
1.8. PERIOD OF PROPOSAL VALIDITY	7
1.9. APPEAL	7
1.10. SIGNING OF THE CONTRACT	7
2. GENERAL TENDER PROVISIONS	8
2.1. CONTRACT TYPE.....	8
2.2. CONTRACT NATURE	8
2.3. LOTS.....	8
2.4. TRANCHES	8
2.5. VARIANTS	10
2.6. ADDITIONAL SERVICES.....	10
2.7. SUBCONTRACTING	10
2.8. DURATION OF THE CONTRACT.....	11
2.9. INVOICING	11
3. CONTRACTUAL FRAMEWORK OF THE SERVICES.....	11
3.1. CONFIDENTIALITY	11
3.2. PUBLICATION OF BENEFICIARIES.....	12
3.3. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF THE DELIVERABLES.....	12
3.4. DATA PROTECTION POLICY.....	13
3.5. EXECUTION OF THE SERVICES	17
3.6. PRECEDENCE OF CONTRACTUAL DOCUMENTS	19
3.7. CASES OF TERMINATION	19
3.8. OIE’S DONOR REQUIREMENT.....	20
3.9. COMMITMENTS AND PENALTIES.....	20
3.10. DISPUTE RESOLUTION.....	21
3.11. AUDIT.....	21
4. RESPONSE PROCEDURE	21
4.1. OIE CONTACT POINT	21
4.2. SCHEDULE.....	22
4.3. TENDER DOCUMENTS	22
4.4. NOTIFICATION OF INTEREST AND QUESTIONS/ANSWERS.....	23
4.5. RESPONSE FORMAT REQUIREMENTS	23
4.6. MODIFICATION OR WITHDRAWAL OF TENDERS	24
4.7. EVALUATION OF TENDERS	24
4.8. PRODUCT DEMONSTRATION AND ORAL PRESENTATION.....	25

5. ANNEX 1 – CONFIDENTIALITY UNDERTAKING 27

6. ANNEX 2 - DECLARATION OF INTEREST AND INTEGRITY 29

7. ANNEX 3 - FINANCIAL AND ECONOMIC CAPACITY ASSESSMENT..... 31

8. ANNEX 4 - OIE_PROCESSOR ASSESSMENT QUESTIONNAIRE 32

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/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 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 regarding the **PVS Pathway Information System, in particular phase 1 on the PVS Evaluation System.**

The PVS Pathway Information System (or “PVS System”) is a phased project which will cover the digitalisation of all PVS Pathway activities (from automation of processes and workflows to development of databases and data analysis/search tools). **Depending on the performance of the chosen supplier in this procurement process, the chosen supplier may continue from phase 1 to the next phase of the development of the PVS System.**

All work for and communication with the OIE are to be carried-out in English. All functionalities developed for the PVS Pathway Information System will need to be available to the users in English, French and Spanish, the three official languages of the OIE.

Below is the list of phases for the PVS Pathway Information System:

Firm tranche:

- **PVS Evaluation System (phase 1)– This is the current phase of the project. It covers PVS Evaluation and Follow-Up missions (including PVS Evaluations with an additional annex on Rabies or PPR and country self-assessments using the PVS Tool).** Document B covers all the requirements in this project. It is also expected that this phase of the project will setup the infrastructure needed to proceed with other phases of the PVS Pathway System.

Conditional tranches:

- PVS Baseline document form
- PVS Experts Management System
- PVS Planning System – covers 2 different activities
- PVS Targeted Support System A. PVS Sustainable Laboratories
- PVS Targeted Support System B. Other targeted support options – regularly expanding, covers around 4 activities
- PVS Orientation System - covers 2 activities

The systems identified above represent inter-related groups of PVS Pathway operations – some functional links between systems will need to be considered during IT development.

The OIE is looking for a service provider that will be able to initiate some of the conditional tranches in parallel to phase 1.

The OIE will decide, in its sole discretion, to implement one or several tranches of the project listed above.

The execution of these conditional tranches will take place as a follow-on contract :

1. The OIE will send to the successful service provider a call for quotation with the precise description of the tranche's scope.
2. The successful service provider will provide a quotation,
3. The OIE will valid and sign the quotation.
4. The OIE will address an execution order to the successful service provider.

As a reminder, all work for and communication with the OIE are to be carried-out in English. All functionalities developed for the PVS Pathway Information System will need to be available to the users in English, French and Spanish, the three official languages of the OIE.

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.

If a consortium is tendering, it must indicate :

- whether it is joint-and-several liability or joint-liability only,
- the member who represents the consortium by providing a power of attorney.

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:

- is not bankrupt or under mandatory liquidation, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, is not the subject of proceedings concerning its business activities, or is not in any similar situation arising from a procedure provided for in national legislation or regulations;
- it or a person having powers of representation, decision-making or control over it or a member of an administrative, a management or a supervisory body has not been the subject of a 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, human trafficking, creating or being a shell company or any other irregular or illegal activity ;
- it or persons having powers of representation, decision-making or control over it have not been guilty of professional misconduct, including misrepresentation.
- it is in compliance with all its obligations relating to the payment of social security contributions and of taxes in accordance with the national legislation or regulations of the country in which the Tenderer is established;

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 misrepresenting, 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 100 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 Legal Affairs Unit and the Administration 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 agreement.

The resulting contract of this tender process is a development service for the Phase 1 of the PVS Pathway Information System which may extend to next phases.

2.2. CONTRACT NATURE

In line with the agile project management – SCRUM (defined in Document B) and the nature of the PVS Pathway Information System's phased development, this is a fee-based contract according to defined products to be delivered in each phase of the project – time and material.

At the current phase, it is expected that the cost to be presented in this tender process is focused on the PVS Evaluation System (phase 1) and the infrastructure setup of PVS Pathway Information System please refer to OIE IT Standards in Annex 5 of document B).

As OIE proceeds to the next phases of the project, new product descriptions will be developed by OIE to which the supplier will propose cost and schedule for the next phase, as described in section 1.2 of this document.

2.3. LOTS

Single Lot.

2.4. TRANCHES

2.4.1. Firm tranche

In the initial phase of PVS Pathway Information System – PVS Evaluation System, are product-based. It is expected that each lot or product will be assessed by the tenderer in terms of cost and deadline.

Each of the identified product have infrastructure requirements that extend to next phases of the project.

Phase 1: Evaluation System – Business Products

Product #	Designation	Short Description
1	Evaluation Form – Evaluation Template	The Evaluation form corresponds to an Evaluation Template used by external experts to assess the capacity of national Veterinary Services (VS). This template will capture the scores reached by VS for different technical areas, as well as findings (written text). This is the main product of Phase 1. It feeds data to the transactional database and provides API the data to share to OIE business units, the qualitative and quantitative dashboards, the document repository and, once finalised, will be searchable by authorised OIE stakeholders.
2	PVS Pathway Login Page	This product is related to the main website of the PVS Pathway Information System's (product #3). The login page is expected to be integrated to the OIE authentication – Single Sign-On.

3	PVS Pathway Information System – The Website	The website will contain pages for PVS Pathway processes/activities. The PVS Pathway Information System serves as the portal for all these processes and is accessible to users based on the level of access specific to their user category.
4	Quantitative Data Analysis Dashboard	The quantitative data analysis dashboard is part of the PVS data presentation where data comes from the API that will be developed in product #9. It is expected that some charts and tables will be developed from the saved data. Additionally, a possibility for the user to create their own report list as per exposed field names/columns.
5	Qualitative Data Analysis Dashboard	There are some data that cannot be captured in transactional database. This is the unstructured data/information written in the finalised report. The reports contain adjectives or descriptions that is difficult to capture in a database. The qualitative data analysis dashboard should be able to capture this to help make sense of the report at a glance.
6	Document Repository	The document repository is the document management system of PVS System. At this phase, it will hold the finalised Evaluation Reports.
7	Search Tool	The document repository will grow as more reports are developed and integrated in other phases of the project. To provide stakeholders with a way to go through the documents via keywords and contents, an intelligent search tool is being eyed for this project. The search tool is expected to list results according to the permission of the user to the content.
8	Migration of PVS Evaluation Reports' Scores (Levels of Advancement)	Approximately 60 reports have been identified for migration. In this migration, the focus is the scores included in each report. The scores are expected to be migrated to the transactional database to feed into the API. Some additional fields may also be identified for migration (ex. Short text sections).
9	Evaluation System's transactional database and API	The PVS databases will host all data of the PVS Pathway. Some of them are shareable to internal and external stakeholders in which permission will be at object level of the database (view). To align with best practice of data management, the transactional database is mainly for internal PVS Pathway data administrators.
10	List of Key Phrases	The list of key phrases is placed as a separate product as these are phrases that can be used for context/qualitative analysis of reports.
11	Migration of existing reports to document repository	In line with product #8, the identified reports will be migrated into the document repository for qualitative data analysis and possibility of user search.

The detailed requirements for each product are presented in Document B.

Phase 1: Coordination with OIE IT Infrastructure team on setting up needed infrastructure of PVS Information System.

The chosen service provider will coordinate the infrastructure need to develop PVS Information System with OIE's infrastructure team to ensure the alignment PVS Information System to OIE infrastructure standard (please see OIE IT Standards in Annex 5 of document B).

OIE infrastructure uses Azure. It is expected that the chosen service provider will propose infrastructure need of PVS Information system in this infrastructure premise. The chosen service provider will propose the most effective Azure tool/s to deliver PVS Information System. The details of the current available Azure tool/s are in Document B.

2.4.2. Conditional tranches

Tenderers should detail in their technical offer how they will deal with conditional tranches/next phases (identified in section 1.2 of this document) of the project during the lifespan of the contract, and include this information in their proposed draft contract. They should explain how they will manage parallel work on different tranches, as the business side becomes ready to initiate additional tranches. The conditional tranches are further discussed in Document B section 4.2 of this tender procedure.

2.5. VARIANTS

Each business product variant is defined under the Quality Tolerance section of the product description. Additionally, tenderer's proposal on other possibilities will be reviewed against business expectations, project schedule and cost. The tenderer is expected to do demonstrations on the proposed way forward for the business products identified.

Each identified technical product variant proposed by the tenderer will be assessed by OIE according to its compatibility with Azure Infrastructure and cost implications, i.e., licensing. The technical proposal should align with the business requirements and the centralisation of the OIE technical infrastructure.

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. The subcontracting rate must be indicated in the proposition and must not exceed 30% (based on workload or price evaluation).

2.8. DURATION OF THE CONTRACT

The Contract is projected to be performed as outlined below:

Phase #	Phase coverage	Project Development Estimated Timeframes
Firm tranche		
1	Current Phase (Phase 1): <ul style="list-style-type: none">PVS Evaluation System	8 months (starting from kick-off meeting with chosen Service Provider)
Conditional tranches		
2	<ul style="list-style-type: none">PVS Baseline Document form	7 months
3	<ul style="list-style-type: none">PVS Experts Management System	6 months
4	<ul style="list-style-type: none">PVS Planning System	7 months
5	<ul style="list-style-type: none">PVS Targeted Support System A. PVS Sustainable Laboratories	5 months
6	<ul style="list-style-type: none">PVS Targeted Support System B. Other Targeted Support	7 months
7	<ul style="list-style-type: none">PVS Orientation System	7 months

Note: The business requirements will be developed for each phase while the previous phase is under development. This is to ensure continuity of the PVS Pathway Digitalisation and evolution. **The sequence/order of tranches may change based on business needs and technical efficiency purposes, and some phases may occur in parallel.**

2.9. INVOICING

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

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

3. CONTRACTUAL FRAMEWORK OF THE SERVICES

Tenderers are required to provide a draft contract as part of their tender response. Such draft contract provided by tenderers should incorporate to the fullest extent possible the following provisions 3.1 to 3.11.

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 of Confidential Information from its computer systems.

3.2. PUBLICATION OF BENEFICIARIES

To comply with disclosure requirements and enhance transparency, the OIE shall publish on its website the following information about the Contract which shall be concluded with the awarded contractor: (i) the nature of the contract; (ii) year of award; (iii) name and locality of the Service provider; (iv) the title; purpose of the Service provider and (v) the amount of the Agreement. The OIE will not release or publish information that could reasonably be considered confidential or proprietary.

3.3. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF THE DELIVERABLES

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

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

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

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

- (i) the right to reproduce or have all or part of the Deliverables reproduced, by any means or process, on any kind of medium and materials whether current or future, known or unknown;

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

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

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

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

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

3.4. DATA PROTECTION POLICY

The Service Provider will is required to process the OIE's data, on behalf of the OIE.

The Contract which shall be concluded with the awarded contractor, will indicate that the OIE's data includes personal data which will be processed as described in the Annex Description of the processing of personal data (this annex will be draft during the contractual phase). 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 General Data Protection Regulation 2016/679 ("GDPR").

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 compliance with its privacy policy available on its website: <https://www.oie.int/privacy-policy/>

The OIE undertakes to document, in writing, any instructions concerning the processing of personal data by the Service Provider.

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 the Annex Description of the processing of personal data (this annex will be draft during the contractual phase), 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:

- processes the data only for the purpose(s) of the Contract which shall be concluded with the awarded contractor;
- 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;
- informs the OIE before processing if the Service Provider is legally required 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 regulations on the protection of personal data;
- guarantees the confidentiality of the personal data processed under this Agreement;
- 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 (privacy by design, 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 authorisation;
- must ensure that its own data processor complies with the obligations of the Contract which shall be concluded with the awarded contractor 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 its obligation to comply with the requests of the persons concerned concerning their rights (rights of access, rectification, erasure and objection, restriction of processing, data 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;
- notifies the OIE of any personal data breach, without delay and at the latest twenty-four (24) hours, after becoming aware of it, by e-mail at 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);
- 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;
- declares that it keeps 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 OIE 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 which shall be concluded with the awarded contractor, up to a maximum of two (2) times per contractual year, may carry out an audit at its own expense and under its responsibility to check the compliance with 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 may be 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 the Contract which shall be concluded with the awarded contractor, the Service Provider shall implement corrective actions within a period to be agreed between the Parties and, the costs of the audit will be borne by the Service Provider, without prejudice to the additional rights of the OIE to claim damages and/or to terminate the Agreement.

Without prejudice to the OIE's right to carry out an audit, the Service Provider must regularly check the conformity and sufficiency of the technical and organisational security measures put in place and be able to demonstrate their application and effectiveness, as well as compliance with the security policies by subjecting its information systems to regular tests and audits carried out by independent third parties.

The Service Provider will report the results of these tests and audits to the OIE, producing a copy of the test and audit report, if requested by the OIE.

Security measures

The Service Provider acknowledges that security is a fundamental criterion for the OIE, and that compliance by the Service Provider with the security requirements defined herein constitutes an essential and determining obligation of the OIE's consent to this contract.

The Service Provider must take into account the nature, scope, context and purposes of the processing, the sensitivity of the data of the OIE and the risks to which they are exposed in order to define the adequate security measures to deal with these risks and make the residual risks acceptable. When the service involves the processing of personal data, these measures shall take into account the risks for the data subjects generated by the processing.

The security measures implemented by the Service Provider must, in all cases, take into account state-of-the-art technology as well as the cost of implementation and comply with security standards in force.

The protection measures and provisions shall in no case be less stringent than those implemented by the Service Provider for its own data, including personal data and confidential information.

The Service Provider expressly undertakes to put in place all measures to:

guarantee the confidentiality, integrity, availability and traceability of the OIE's data and maintain written documentation describing the technical and organisational security measures implemented to this effect, enable the detection, resolution and notification in a timely manner of security incidents and personal data breaches,

rapidly restore the availability and accessibility of the data of the OIE in a timely manner in the event of a physical or technical security,

ensure the storage of the OIE's data separately from its own data or data belonging to other customers or service providers,

make the data of the OIE accessible and readable only by authorised personnel and limited to what is strictly necessary for the performance of their tasks. The Service Provider undertakes to provide the OIE with a list of authorised persons and a log of connections in response to any request made by the latter,

ensure that any person with access to personal data processed in the context of the performance of the Agreement is bound by an obligation of confidentiality resulting from a written undertaking or a legal obligation,

establish a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing,

implement the above-mentioned security measures.

Any significant changes to these measures and policies must be documented and presented to the OIE for evaluation. Such changes must in no way reduce the level of security of the Services during the term of the Agreement.

The Service Provider undertakes to implement the following security measures:

the complete anonymisation of the personal data of the OIE or the pseudonymisation of the personal data of the OIE on the production environment and the anonymisation of the personal data of the OIE on the other environments (test, pre-production, integration) and the encryption of the personal data of the OIE;

measures to ensure that any natural person acting under the authority of the Service Provider who has access to the personal data of the OIE can only process them in accordance with the written instructions of the OIE;

the purging of the personal data of the OIE beyond the period of retention of personal data provided for herein;

a device for detecting personal data breaches.

Fate of data

At the end of the provision of the Services, the Service Provider must delete all personal data and destroy all copies (paper or electronic) of the personal data of the OIE that it may hold.

Upon written request of the OIE, the Service Provider shall certify the actual destruction.

The OIE reserves the right to carry out any verification it deems necessary to confirm the performance of these obligations.

This article shall remain in force after the expiry or termination of the Agreement for any reason whatsoever.

Nothing in the Agreement shall be construed as limiting or excluding the liability of Service Provider with regard to the breach of this data protection clause.

3.5. EXECUTION OF THE SERVICES

3.5.1.Obligations of the Service provider

1.1.1.1 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.

1.1.1.2 Professionnalism

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

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

1.1.1.3 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.

1.1.1.4 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.

1.1.1.5 Supplier staffing and project team composition

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

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

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

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

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

1.1.1.6 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 possible 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 at most twenty-four hours after the discovery of the security breach or following receipt of a complaint.

1.1.1.7 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.

1.1.1.8 Data integrity and conservation

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

3.5.2.Obligations of the OIE

1.1.1.1 Project staffing

The OIE will designate a IT project manager who will be responsible for the follow-up of the delivery of the Services under the Contract. The IT project manager will be the Service Provider'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.

1.1.1.2 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 Supplier of any elements that may adversely affect the performance of the Contract.

3.6. 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.

3.7. CASES OF TERMINATION

3.7.1. Termination by the Supplier

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.

3.7.2. 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.

3.8. OIE'S DONOR REQUIREMENT

3.8.1. Indirect Cost (overheads)

According to the OIE's donors rules the indirect cost (overheads) rates are subject to the following limitations:

- **Up to 10% rate, for :**
 - U.S. Universities,
 - U.S. community colleges.
- **Up to 15% rate, for :**
 - Non-governmental organisations (NGOs),
 - Multilateral organisations,
 - Non-U.S. Universities,
 - For-profit entities.

3.8.2. Compulsory indications

The contract must mention the following language:

"Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct grantee of the Bill & Melinda Gates Foundation ("Foundation"). You may state that the OIE is the Foundation's grantee and that you are a subcontractor of the OIE for the Project."

3.9. 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 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.

Once the Services have started, non-compliance with the contractual indicators that will be defined at the signature of the contract should be subject to penalties, calculated on a regular basis, and presented at the Steering Committee.

These penalties will be applied by decision of the Steering Committee. Their purpose is to sanction a lack of quality of service of the tenderer impacting the OIE. They are set as a comminatory and coercive nature.

In the event of a breach that is not the responsibility of the tenderer but of the OIE or a third party outside the Subcontractors, no penalty will be applicable to the tenderer.

The calculation of penalties will be carried out when one of the following three cases will be encountered:

- The same contractual indicator is in default for 2 consecutive months,
- The same contractual indicator was in default more than 3 times in the previous 6 months,
- Two or more contractual indicators are in default for the month in question.

The cumulative amount of penalties will be capped at 10% of the amount excluding tax of the purchase order of the ongoing service (excluding telecom costs and additional services (projects...)).

The contractual indicators will be defined at the signature of the contract, and will relate to (non-exhaustive list):

- Number of indicators provided compared to number of indicators expected
- Number of risks without action plan compared to total number of risks
- Measure of key team members turnover
- Number of deliverables (including new versions of the application) delivered on time compared to total number of deliverables
- Number of anomalies (blocking, major and minor) within a sprint
- Respect of release delivery deadlines
- Compliance with the expected performance of the application, which will be defined at the beginning of the project by the OIE

3.10. 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.

3.11. AUDIT

The OIE (and/or 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

Dr Maud Carron

Programme Manager – PVS Pathway and PVS/IHR Connections

12, rue de Prony - 75017 Paris

Email: m.carron@oie.int

4.2. SCHEDULE

Launch of the call for tender	21 December 2021
Questions/Answers session (by email to OIE contact point)	25 January 2022
Deadline to submit the declaration of interest and integrity	20 January 2022 – 18:00 (Paris local time)
OIE Zoom presentation of the project with question and answers	24 January 2022 at 10:00 (Paris local time) <i>(the tenderer who will submit a declaration of interest and integrity will be invited to participate to the zoom presentation).</i>
Deadline for submission of tenders	16 February 2022 at 18:00 (Paris local time)
Evaluation of offers and demo*	25 - 28 February 2022
Contract award and notification	16 March 2022

* The three best scored tenderers will be requested to participate to an oral presentation of its organisation, expertise, experience relevant to the tender (section 4.8).

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

4.3. TENDER DOCUMENTS

The tender documents are the following:

- A. Tender procedure rules and its annexes:
 - Confidentiality agreement (annex 1)
 - Declaration of interest and integrity (annex 2)
 - Financial And Economic Capacity Assessment (annex 3)
 - OIE_Processor assessment questionnaire (annex 4)
- B. Tender business and technical requirements/ terms of reference and its annexes
 - Annex 1 - PHASE 1 PRODUCT DESCRIPTIONS
 - Annex 2 – OIE IT STANDARDS
 - Annex 3 - THE PVS EVALUATION REPORT TEMPLATE (current)
- C. Technical Brief Framework (to be filled and submitted as technical offer)
- D. Financial Offer (to be filled and submitted as financial offer)
- E. Questions/Answers

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 Declaration of interest and integrity document filled out and signed (Annex 1), by **20 January 2022** at 18:00 (Paris local time).

If necessary, tenderers may request additional information, in English, to establish their responses. Questions must be sent exclusively by email to the OIE contact point until 25 January 2022 at 18:00 (Paris local time). Questions should make precise reference to the relevant tender document, chapter, page and paragraph. In order to ensure fair and equal treatment of all interested suppliers, the questions and the answers will be centralised on the document E and published through the OIE Website. All tenderers are invited to review regularly this document.

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

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

4.5. RESPONSE FORMAT REQUIREMENTS

Tenders, namely the envelop including the technical offer and the envelop including the financial offer, must be submitted in a sealed envelope bearing in large bold letters, must be submitted in English, **in hard copy** and **electronic copy** (2 USB sticks: one with the technical offer and another one with the financial offer), in a sealed envelope, as follows:

CONFIDENTIEL - NE PAS OUVRIR A LA RECEPTION
PVS Pathway Information System

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.(Paris local time).

Tenders should include:

- Confidentiality agreement (annex 1 duly completed and signed)
- Declaration of interest and integrity (annex 2 duly completed and signed)
- Financial And Economic Capacity Assessment (annex 3 duly completed and signed)
- OIE_Processor assessment questionnaire (annex 4 duly completed and signed). Tenderers can attached their IT security policy (ITSP). The submission of the ITSP will be considered an advantage that will be taken into account in the evaluation of tenders.

- **Technical envelope:**

- Document C duly completed and signed . This document as the technical offer (valid for 100 days from the day of tender submission), must provide the information required in document *B. Terms of Reference*, including all annexes and signed by the authorised person.

Note: The technical offer should not be longer than **50 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;

- The draft Contract proposed by the tenderer;
- Draft Development Service Level Agreement;
- Draft Post-project Support and Maintenance Service Level Agreement;
- CI/CD approach and infrastructure proposal;
- Proposed development's change management approach (in line with agile/SCRUM);
- Project communication plan proposal between OIE and Supplier;
- Proposed PVS Pathway information system training plan;

Only Word/PDF documents will be allowed. The scanned documents will not be authorized and will not be analysed.

- **Financial envelope:**

- Document D duly completed and signed. This document as financial offer (valid for 100 days from the day of tender submission), must provide the information required in document *B. Terms of Reference*;

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

Reminder: responses should be submitted by **16 February 2022 at 18:00 (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.

Any modification must comply with the requirements specified in paragraphs 4.5 Response format, with outer envelopes bearing the word "**Modification**". The tenderers must provide a complete offer containing all the documents requested. **The OIE will not open the first tender submitted. In order to avoid any issue related to the transmission of two tenders (c.f. section 1.6.), tenderers are invited to clearly indicate on the outside of the external wrapping the word "Modification".**

4.7. EVALUATION OF TENDERS

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

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

- **Criteria 1 technical criteria (70%)** will be assess according to the following information provided on their technical offer – Document C and according to the oral presentation and demonstration:
 - Company organisation and sustainability (10%),
 - Relevance and quality of the proposed project team (25%)
 - Flexibility to be able to work on different phases in parallel, as needed (10%)
 - Demonstrated understanding of the context and experience in working in English in a multicultural context and in the public sector (5%)
 - Relevant experience in developing information systems in the fields of public health, veterinary, public health or agriculture and/or information systems for quality management (10%)
 - Relevance and quality of the proposed methodology and associated work plan (30%)
 - Relevant experience for the project including with cognitive services and automation of processes (10%)
- **Criteria 2 Financial (30%)** will be assessed according to the will be assessed according to the following information provided by the tenderer in the financial annex - Document D :
 - Maximum cost by products;
 - An overall cost (maximum global cost);
 - Licensing cost (One time and recurrent/annual cost)
 - Daily rate and global cost of (technical leader, project manager, data architect, solution architect, developer)
 - The OIE may ask tenderers to provide clarifications needed to evaluate their tender; tenderers will be requested to reply in writing.

4.8. PRODUCT DEMONSTRATION AND ORAL PRESENTATION

The three best scored tenderers will be requested to participate to an oral presentation of its organisation, expertise, experience relevant to the tender.

The tenderer will present its understanding of the project, and its technical proposal.

A demonstration of products developed by the tenderer for other projects, and similar and relevant to what is expected in this project will be given by the tenderer. Emphasis will be on :

- Product #1 - Evaluation Form
- Product #3 PVS Pathway Information System – The Website
- Products #4 and #5, especially a presentation on examples of uses of cognitive services for that product

This presentation will allow the OIE to review the analysis of the technical criteria.

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

The oral presentation format will be the following:

- ✓ Introduction: 5' (*How the tenderer understood the product requirements and their relevant experience*)
- ✓ Technical offer presentation: 25'
- ✓ Demonstration of similar and relevant products for the PVS Pathway with focus on the proposal for Products #1 and #5 – 15'
- ✓ Question and answer: 15' (*May involve technical and business questions*)



Organisation
Mondiale
de la Santé
Animale

World
Organisation
for Animal
Health

Organización
Mundial
de Sanidad
Animal

5. ANNEX 1 – CONFIDENTIALITY UNDERTAKING

The OIE and _____] (“Recipient”) seek to engage in discussions for the sole purpose of exploring the possibility of entering into a definitive agreement relating to [BRIEFLY DESCRIBE SERVICES TO BE PROVIDED] (the “Purpose”).

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.

This Undertaking shall be effective as of the (DATE OF FIRST DISCUSSIONS/CONTACT). 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.

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.

"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:

was publicly known and made generally available in the public domain prior to the time of disclosure by the OIE;

becomes publicly known and made generally available after disclosure by the OIE to Recipient;

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;

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.

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).

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).

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.

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.

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.

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

Entity name:



6. ANNEX 2 - DECLARATION OF INTEREST AND INTEGRITY

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

Call for tender: DTIS/CFT2021/1

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

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

.....(the Tenderer) hereby declares that:

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



Organisation
Mondiale
de la Santé
Animale

World
Organisation
for Animal
Health

Organización
Mundial
de Sanidad
Animal

- it is not misrepresentating, either knowingly or negligently, in supplying any of the information requested by the OIE.

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

Entity name:

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

Name and Title of duly authorized representative:

Date:

Signature:



7. ANNEX 3 - FINANCIAL AND ECONOMIC CAPACITY ASSESSMENT

call for tender N°	DTIS/CFT2021/1
Company name	

Regarding the last two years for which the accounts are closed:		
2020	Start of the fiscal year	/...../...../2020
	End of the fiscal year	/...../...../2020
2019	Start of the fiscal year	/...../...../2019
	End of the fiscal year	/...../...../2019
Currency used for accounting:		
Simplified balance sheet/financial position		
	2020	2019
Assets (total), including:		
Cash and cash equivalents		
Liabilities (total), including:		
Equity (reserves, investment subsidies and others)		
Total liabilities, including:		
Total of medium and long-term debts (> 1 year)		
Total of short-term debts (< 1 year)		
Simplified statement of financial performance		
	2020	2019
Total expenses, including:		
Personnel costs (amount)		
Personnel costs (% of the total expenses)		
Revenue:		
Operating income		

Name and Title of duly authorized representative:

Date:

Signature:



Organisation
Mondiale
de la Santé
Animale

World
Organisation
for Animal
Health

Organización
Mundial
de Sanidad
Animal

8. ANNEX 4 - OIE_PROCESSOR ASSESSMENT QUESTIONNAIRE

See attached document of the same label as the title of this section