**CBD/CD2022/1**

Competitive dialogue procedure

1. Tender Procedure Rules

Performance of Veterinary Services (PVS) Pathway information System

WORLD ORGANISATION FOR ANIMAL HEALTH (WOAH)

whose statutory name is
“OFFICE INTERNATIONAL DES EPIZOOTIES”

deadline to submit :

Applications : 22 August 2022 - 18:00 (Paris local time)

Applications may be deposited at WOAH reception desk, from **Monday** **to Friday and from 9:00 to 12:00 and 14:00 to 18:00.**

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# General Tender Rules

## Contracting authority

**World Organisation for Animal Health (WOAH)** whose statutory name is
 “Office International des Epizooties”

12 Rue de Prony

75017 Paris

France

Tél. : 33 – (0)1 44 15 18 88

Fax : 33 – (0)1 42 67 09 87

Website : [Home - WOAH - World Organisation for Animal Health](https://www.woah.org/en/home/)

The signatory of the contract will be the WOAH Director General.

**WOAH Contact Point :**

Ms Jennifer Lasley

Capacity-Building Department

Email: j.lasley@woah.org

## Definitions

**Awarded Tenderer**: the economic operator having, through the competitive dialogue process, been awarded the contract, prior to its signature.

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

**Services:** the services, functions, responsibilities, tasks and deliverables to be carried out by the Supplier/Service Provider/Manufacturer.

**Supplier/Service Provider/Manufacturer**: the economic operator having signed the contract with WOAH for the provision of the services detailed in this competitive dialogue, together with all its subcontractors. This operator will be the sole interlocutor of WOAH.

**Candidates**: all economic operators submitting an application to this tender procedure.

**Selected candidate:** the economic operator who have met the required capacities to continue the competitive dialogue.

**Tenderers:** all selected candidates admitted to participate to the competitive dialogue procedure.

## Purpose

The purpose of this competitive dialogue is to select the Service Provider for the provision of the Performance of Veterinary Services (PVS) Pathway Information System.

The WOAH Capacity-Building Department (CBD), in charge of the PVS Pathway, seeks to gradually digitalise and automatise all its processes, workflows, and data collection and analysis, in order to increase the efficiency and impact of the programme. Indeed, PVS data is cross-cutting in nature and can support Members’ national activities for improvement of disease control and prevention, as well as WOAH programmes (e.g. Official Disease status recognition, Observatory, GBADs, etc.), and international partners’ (e.g. World Bank, FAO, WHO, etc.) initiatives.

The digitalisation will represent a phased automation of the PVS Pathway programme over several years. The desired final outcome is the development of a comprehensive PVS Pathway Information System. This digitalisation process will need to take into account the evolving needs of stakeholders and plan for future developments and upgrades, in order for the programme to remain adapted to and useful for Members’ priorities. It will need to ensure appropriate links between the various PVS Pathway activities, datasets, workflows, and mission planning processes, as well as with other key WOAH programmes, as relevant.

Given the value and complexity of the qualitative data contained in the PVS Pathway, solutions proposed by experienced service providers are needed to accomplish the project within the dedicated period. In order to achieve this goal, Competitive Dialogue has been chosen to ensure that fit-for-purpose solutions are found to meet users’ and partners’ needs.

## Tranches

The contract includes one (1) firm tranche and one (1) conditional tranche (see Document B: functional Programme, Article 3 for more detailed information on the minimum technical requirements of the tranches).

The Firm and Conditional Tranche must be costed by the Tenderers.

WOAH will decide in its sole discretion to implement the Conditional Tranche while Tenderers are committed to the execution of the Firm and Conditional Tranches. Details concerning the timeframes and timelines will be discussed during the Competitive Dialogue.

### Firm Tranche

 Firm Tranche: PVS Evaluation Database – Phase 1, Stage 1

This is the current phase of the project covering the PVS Evaluation Database. Document B presents all the minimum requirements for this project and the elements where the competitive dialogue will be applied to discuss solutions needed.

Phase 1, Stage 1 of this project (as described in Document B) focuses on building the PVS Evaluation Database and minimum requirements of the IT infrastructure to host past and future reports and quantitative and qualitative data. Specific components will focus on the PVS Evaluation reports and their qualitative data (starting with a subset), creating a repository for reports, structured transactional databases for quantitative and qualitative data, and connecting users to reports and quantitative data for better use and analysis.

### Conditional Tranche

Conditional Tranche : PVS Evaluation system – Phase 1, Stage 2

Phase 1, Stage 2 of this project (also described in Document B) focuses on digitalizing data entry forms and report validation processes, enriching the content of the databases with additional reports, enlarging qualitative analyses’ scope, extending user access to additional data and dashboards, and developing the full web portal with customized search and view tool functions. Details concerning timeframes and timelines will be discussed during the Competitive Dialogue.

### Possible additional services

WOAH will decide, in its sole discretion, to implement, in parallel or not, one or several additional services of the project listed below. Nevertheless, the Service Provider will have to demonstrate its ability to take into account the development of the additional services.

* Additional service 1 (or Phase 2) : PVS Targeted Support System: PVS Sustainable Laboratories
* Additional service 2 (or Phase 3) : PVS Planning System & Gap Analysis
* Additional service 3 (or Phase 4) : PVS Pathway Experts Management System
* Additional service 4 (or Phase 5) : PVS Baseline Document Form
* Additional service 5 (or Phase 6) : PVS Targeted Support System: Other Targeted Support
* Additional service 6 (or Phase 7) : PVS Orientation System

Tenderers may detail how they will deal with possible additional services and manage parallel work, if WOAH decides to implement additional services..

The execution of these possible additional services will take place as a follow-on contract:

* WOAH will send to the Service Provider a call for quotation with the precise description of the additional service
* The Service Provider will provide a corresponding quotation
* WOAH will examine the quotation, and if acceptable, will approve and sign the quotation
* WOAH will address a purchase order to the Service Provider

## Financial estimate

For the Firm tranche : The operation budget of the present consultation (Stage 1 of Phase 1 “PVS Evaluation Database”) is estimated at approximately EUR 570 000 €, excluding taxes. Financial offers should be provided in EURO and quoted free of all duties, taxes and other charges, excluding VAT.

In order to mobilise advocacy efforts for future Stages and Phases of the PVS Information System, WOAH expects that all Tenderers will estimate and present the costs of both Stage 1 and 2, although Stage 2 (Conditional) is not yet launched.

Possible additional services are needed in order to achieve the fully digitalised and automated PVS Information System but are outside of the scope of the present consultation.

## Duration of the contract - Renewal - Timeframes

The duration of the contract for the Firm Tranche is 12 months from the date of the contract’s notification. The provider must maintain the solution developed in the framework of the project during a guarantee period of 12 months starting from the go-live for each stage of the project.

The completion date of the Phase 1 stage 1 project is provisionally set by WOAH for December 2023.

The timeframe will be studied according to the solutions proposed during the dialogue with the selected Tenderers and specified by WOAH before the submission of the final offer. The actual schedule will depend on the real date of contract signing and the time assessment of the chosen Service Provider.

The contract will not be renewed.

Figure 1: Estimated timeframes, by Phase

|  |  |  |
| --- | --- | --- |
| **Phase #**  | **Phase Coverage**  | **Project Development****Estimated Timeframes**  |
| **Stage 1: Firm Tranche**  |
| 1  | Current Phase (Phase 1):  * PVS Evaluation Database
 | ~11 months  (starting from kick-off meeting with chosen Service Provider)   |
| **Stage 2: (Conditional Tranche)** |
| 1 | (Phase 1):  * PVS Evaluation System
 | ~8 months   |
| **Possible additional services** |
| 2 | * PVS Targeted Support System: PVS Sustainable Laboratories
 | to be discussed with selected Service Provider |
| 3 | * PVS Planning System & Gap Analysis (Costing Tool)
 |
| 4 | * PVS Pathway Experts Management System
 |
| 5 | * PVS Pathway Baseline Document Form
 |
| 6 | * PVS Targeted Support System: Other Targeted Support
 |
| 7 | * PVS Orientation System
 |

## Non-binding Effect

The information included in the tender documents are provided to Candidates/Tenderers so they may prepare a proposal in response. This tender procedure may lead to the signature of a Contract between WOAH and a Tenderer selected by WOAH. However, the transmission of the tender documents to Tenderers does not imply any legal obligation on the part of WOAH to entrust the provision of the services to any Tenderer. WOAH has the right to reject any proposal at its sole discretion. WOAH 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.

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

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

## Confidentiality

Unless otherwise authorised in writing by WOAH, 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 WOAH, 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.

## 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.

## Conditions of Participation

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

If a consortium is tendering, it must indicate :

* whether it is joint-and-several liability or joint-liability only,
* the leader who represents the consortium by providing a power of attorney. This leader will ensure the coordination of all the consortium’s members.

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 competitive dialogue, 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 WOAH at any point during the tender procedure and/or contracting process. Should a Tenderer fail to produce reasonable evidence, WOAH 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.

## Conflicts of Interest

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

In participating to this competitive dialogue, 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 WOAH as a result of the competitive dialogue;
* 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 misrepresented, either knowingly or negligently, in supplying any of the information requested by WOAH.

## Period of Proposal Validity

Tenderers are bound by their proposals for 180 days after the deadline for submission of the final tender or until they have been notified of non-award.

## Appeal

Tenderers believing, they have been harmed by an error or irregularity during the award process may lodge a complaint with WOAH who will be required to reply within ten working days after receipt of the complaint. If WOAH 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.

## Signing of the contract

### General provisions

The Awarded Tenderer represents and warrants that it is authorised to bind its affiliates to the Contract it will sign with WOAH 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 WOAH.

### Notification of award

WOAH will notify the Awarded Tenderer that its tender has been retained. At the same time, WOAH will notify the second-best Tenderer of the result and inform every other unsuccessful Tenderer in writing that its tender has been rejected.

### 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, WOAH representatives from the Strategic Partnerships and Legal Affairs Unit and the Financial Directorate and the Awarded Tenderer’s authorised representative.

WOAH reserves the right to send a notification of award to the second-best Tenderer in case WOAH 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.

# General Tender Provisions

## Contract Type

Services agreement.

## Contract Nature

Global priced contract.

## Lots

No breakdown into lots is foreseen. A single contract will therefore be awarded.

The contract will be concluded with a natural or legal person or a consortium.

## 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 30% (based on workload or price evaluation).

## 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.

WOAH will proceed to the payment of undisputed invoices within 45 days of their reception by bank transfer.

## Tender dossier

The documents constituting the tender dossier are the following:

* A. Tender Procedure Rules and its Annexes:
	+ Confidentiality agreement (Annex A1)
	+ Declaration of Interest and Integrity (Annex A2)
	+ Financial and Economic Capacity Assessment (Annex A3)
	+ Processor Assessment Questionnaire (Annex A4)
* B. Functional Programme
	+ IT Infrastructure Standards (Annex B1)
	+ IT Data Protection Checklist (Annex B2)
* C. Questions/Answers

WOAH informs candidates that the tender dossier is dematerialised.

The tender dossier is available free of charge by downloading it from WOAH website: [Procurement - WOAH - World Organisation for Animal Health](https://www.woah.org/en/procurement/)

## Questions/Answers

Tenderers wishing to be informed of updated information may notify the WOAH Contact Point of their interest, by sending by email the *Confidentiality Undertaking* document filled out and signed (Annex A1). WOAH draws the attention of candidates to the fact that it is their responsibility to declare valid contact details. The e-mail addresses indicated will be the only addresses used to inform candidates of any changes and to transmit additional information during the consultation.

For candidates who choose not to send Annex A1 or if their e-mail addresses communicated is incorrect, it is their responsibility to regularly consult the tender dossier on the website to check whether changes have been made to the dossier or whether questions and answers have been published (Document C).

If necessary, Tenderers may request additional information, in English, to establish their responses.Questions must be sent exclusively by email to the WOAH Contact Point until midnight (Paris local time) 15 August 2022. 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, questions and answers will be centralised on Document C and published on the appropriate WOAH [website](https://www.woah.org/en/procurement/). All Tenderers are invited to review regularly this Document.

**Note:** Commercial information will not be shared with other Tenderers.

WOAH reserves the right to introduce non-substantial modifications to the tender documents. In the event that WOAH, either following a request from a Tenderer or on its own initiative, introduces a modification of the tender documents, all Tenderers having notified WOAH 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. WOAH may extend the deadline for submission of tenders to all Tenderers to allow Tenderers to take into account these changes.

## Schedule

|  |  |
| --- | --- |
| **Launch of competitive dialogue** | 22/07/2022 |
| **Questions/Answers period (send an email to WOAH Contact Point)** | 22/07/2022 - 10/08/2022Responses to questions received will be published on WOAH website  |
| **Deadline to submit application** | 22/08/2022 (18:00 Paris local time) |
| **Dialogue period** | 12/09/2022 – 26/10/2022 (*Tenderers must be available during this period to have several e-meetings with WOAH. The date and hour will be mentioned in the notification*). |
| **Deadline for submission of the final tenders** | No later than 06/11/2022 (18:00 Paris local time) (the specific date will be indicated in the request for final tender submission which will be sent 7 days before the deadline) |
| **Tenderer’s notification** | At the latest 18/11/2022 |
| **Signature of the contract** | 18/12/2022 |

WOAH may ask Tenderers to provide clarifications needed to evaluate their applications and tender; Tenderers will be requested to reply in writing. Should WOAH change any of these dates, all Tenderers having notified their interest will be informed.

# PRESENTATION OF APPLICATIONS AND SELECTION CRITERIA

## Response Format Requirements

Application documents, must be submitted in English, in a sealed envelope bearing in large bold letters, the following information:

|  |
| --- |
| **CONFIDENTIEL - NE PAS OUVRIR A LA RECEPTION****COMPETITIVE DIALOGUE PVS**Madame la Directrice GénéraleOrganisation Mondiale de la Santé Animale (OMSA)12, rue de PronyF-75017 ParisFrance**DO NOT OPEN** |

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, WOAH will provide the required acknowledgment of receipt. Tenders may be deposited at WOAH Reception desk, from Monday to Friday and from 9:00 to 12:00 and 14:00 to 18:00.

Applications are sent under the sole responsibility of the candidates. WOAH cannot be held responsible for exceeding the deadline for submission of applications. The cost of transporting are at the expense of the candidates.

## Required application documents

Applications should include the following documents:

Hard copy of:

1. **Confidentiality Undertaking agreement** (Annex A1, duly completed and signed)
2. **Declaration of Interest and Integrity** (Annex A2, duly completed and signed)
3. **Financial And Economic** **Capacity Assessment** (Annex A3, duly completed and signed)
4. **Processor Assessment Questionnaire** (Annex A4, duly completed and signed). Candidates can attach 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 the application.
5. **Equivalent references**: Each reference must be presented in PowerPoint format, with a short description of the client and project developed. (see Document B, Article 3)
6. **Insurance policy** for professional liability
7. **Technical and professional capacity** to undertake the project(see Document B, Article 3)
* Professional certificates and qualifications of legal persons established by independent bodies
* Indication of the names and professional qualifications and relevant experience of the natural persons who will be responsible for the execution of the project in the dedicated team;
* **Concept note (5 pages maximum) presenting its perception of the project (see Document B), the team dedicated to the project, and the reasons for the choice of its composition**.
	+ In particular, it will mention the opportunities and constraints it perceives and its vision to build a PVS Evaluation Database and System, given its particularities and extensive qualitative data.
	+ Mention should also be made of its demonstrated respect of best practices in data analysis and science and digital public goods[[1]](#footnote-2), such as the FAIR principles[[2]](#footnote-3) and approaches applied to understanding and meeting stakeholders’ and users’ needs in data-driven initiatives.

Electronic copies of:

1. **USB stick containing** the above mentioned documents in Points 1 to 7.

**Only Word/PPT/PDF documents will be allowed. Scanned documents will not be authorized and will not be analysed.**

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 Competitive Dialogue will be kept confidential by WOAH.

**Reminder:** Responses should be submitted by **22 August 2022 (18:00 Paris local time)**. Any tender received past this deadline, within a non-sealed package, or not adhering to the instructions provided in this document (Document A) will be excluded from the tendering process.

## Modification or Withdrawal of Tenders

Applications may be modified or withdrawn prior to the deadline for submission through a written notification sent to the WOAH Contact Point.

### Notification of a modification or withdrawal

Any modification must comply with the requirements specified in Paragraphs 3.1 Response format requirements, with the outer envelope bearing the word “**Modification**”. The Tenderers must provide a complete offer containing all the documents requested. In the case that a Tenderer submits a modification to a previously submitted offer, **WOAH will not open the first tender submitted. In order to avoid any issue related to the transmission of two tenders (c.f. Article 1.10.), Tenderers are invited to clearly indicate on the outside of the external wrapping the word “Modification”.**

## Evaluation of applications

WOAH will select the candidates admitted to participate in the dialogue based on the following criteria:

**Criteria 1 Quality of references (35%):**

* Relevance of presented projects (40%)
* Experience and expertise with projects in fields related to public health, veterinary public health, agriculture and/or quality management in the public sector (30%)
* Relevance of reference organisations’ scope (i.e., with an international dimension) and mandate (20%)
* Experience working in English in a multicultural context (10%)

**Criteria 2 Presentation and qualification of the candidate (40%):**

* Quality and relevance of Concept Note and proposals made therein (40%)
* Professional certifications and qualifications of the Tenderers and the team members who will be responsible for the execution the project (25%)
* Demonstrated competency in approaches to understanding and meeting stakeholders’ and users’ needs for data-driven initiatives (20%)
* Demonstrated respect of best practices in data analysis and / or digital public goods, (e.g., [FAIR (findable, accessible, interoperable and reusable) principles](https://www.go-fair.org/fair-principles/)) in previous work (15%)

**Criteria 3 Guarantees and human resources (25%):**

* Financial capacities (30%)
* IT Security Policy (ITSP) (10%)
* Human resources of the dedicated team, such as size appropriateness of proposed team, subcontracting, etc. (60%)

# CONDUCT OF THE COMPETITIVE DIALOGUE PROCEDURE

## Procedure modalities

The procedure will be conducted on the basis of the needs and requirements defined in the above Articles 1.3 to 1.14.

The purpose of the Competitive Dialogue is to make it easier to define or develop suitable solutions to meet the needs and requirements defined.

The number of candidates admitted to participate in the dialogue will be a maximum of 5 (five) applicants with the best scores from the application assessment. The limitation of the number of candidates is justified by the complexity of the procedure.

Candidates will be invited to submit their applications as a first step. They are informed that applications received after the deadline will be eliminated.

Prior to drawing up the list of candidates admitted to submit a tender, WOAH will verify the situation of the candidates selected in accordance with the provisions of Article 3.4.

Each candidate will appoint a representative with authority to bind them, who will be the WOAH Contact Person. The representative must be appointed at the latest during the first dialogue meeting.

In the second step, WOAH intends to release specific information regarding the Competitive Dialogue to the selected candidates who demonstrate, through their application, that they possess the required qualifications to provide the requested services.

WOAH shall enter into a dialogue with the selected candidates, the purpose of which shall be to identify solutions and define how best to meet its needs.

Discussions will be held in conditions of strict equality between the candidate eligible to take part in the dialogue. WOAH refrains from disclosing any information that is likely to be of advantage to certain participants rather than others.

The dialogue may be conducted in several successive phases to reduce the number of solutions discussed and presented, by applying the award criteria (Article 4.2). All aspects of the project may be discussed with the selected candidates except for essential elements.

WOAH shall continue the dialogue until it is in a position to identify the solution(s) likely and best able to meet its needs.

When WOAH considers that the dialogue has been completed, it informs the remaining Tenderers and invites them to submit their final tender on the basis of the solution(s) they have presented and specified during the dialogue.

Once the final tenders have been sent, WOAH may ask for further details (e.g., clarification of aspects of the tender or confirmation of the commitments they contain). However, these demands cannot lead to modifications to the key elements of the tender or the essential features of the contract.

The entire procedure will be conducted in English. The written documents, graphic documents, plans, and offers must be written in English and the discussions during the during the dialogue meetings must be conducted in English. If the documents provided by a candidate are not written in English, they must be accompanied by a translation into English.

|  |
| --- |
| Competitive Dialogue Stages |
| Subject | **Description** | **Deadline** |
| Notification to candidates admitted to participate in the dialogue |  | 09/09/2022 |
| 1st Dialogue Stage | Tenderers will present their understanding of the project and general scope of their proposal. Discussion between the Tenderers and WOAH staff occurs. | 12/09/2022-19/09/2022 |
| Deadline to submit intermediate tenders (technical and financial) |  | No later than 02/10/2022 (the specific date will be indicated in the request for intermediate tender submission which will be sent 7 days before the deadline) |
| 2nd Dialogue Stage | Tenderers will present their intermediate tender. Discussion about it between the Tenderers and WOAH staff occurs. | After the assessment of the intermediate tenders -26/10/2022 |
| Deadline to submit final tenders (technical and financial)  |  | No later than 06/11/2022 (the specific date will be indicated in the request for final tender submission which will be sent 7 days before the deadline) |
| Tenderers' notification  | Decision of the Awarding Committee | At the latest 18/11/2022 |

The two stages of dialogue will be split into one or more dialogue meetings, the duration of which will be specified in the invitation to participate in the dialogue.

For each stage of the dialogue, the precise content of the elements to be submitted will be specified in the letter of invitation to participate in the dialogue and in the request to submit an intermediate/final offer.

## Evaluation of tenders

The Awarding Committee can award the contract, within the period of validity of the tenders, to the Tenderer:

1. Whose tender substantially complies with the requirements, criteria, and conditions stated in the tendering documentation, and
2. Whose tender is seen to be the most economically advantageous in light of the evaluation criteria stated below.

The Awarding Committee will proceed to award the contract based on the assessment of the following criteria:

**Criteria 1: Technical criteria (70%)** will be assessed according to the following information provided on the technical offer:

* + Relevance and quality of the proposed methodology and work plan (25%)
	+ Relevance and adequacy of proposed natural language processing (or similar) solution(s) and tools for database development, extraction, migration, and analysis, etc. (25%)
	+ Relevance and adequacy of proposed information systems solution(s) to user and stakeholder needs, (e.g., IT infrastructure, web portal, search and view tool, API, and login page, etc.) (25%)
	+ Relevance of quality assurance and risk management frameworks (15%)
	+ Flexibility to be able to work on different activities in parallel (10%)

**Criteria 2: Financial criteria (30%)** will be assessed according to the following information provided on the financial offer:

* + Maximum cost, by user story;
	+ Overall cost (maximum global cost);
	+ Licensing costs (One time during the contract and simulation of recurrent/annual cost post-contract run phase);
	+ Daily rate and global cost of technical leader, project manager, data architect, solution architect, developer, etc.

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

# Annex A1 - Confidentiality Undertaking

1. WOAH and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (“Recipient”) seek to engage in discussions for the sole purpose of exploring the possibility of entering into a definitive agreement relating to the PVS Evaluation Database and Information System (the “Purpose”).
2. In order to achieve the Purpose, WOAH 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 22/08/2022. The obligations of Recipient under this Undertaking shall survive until such time as all Confidential Information of WOAH 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 WOAH 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:
6. was publicly known and made generally available in the public domain prior to the time of disclosure by WOAH;
7. becomes publicly known and made generally available after disclosure by WOAH to Recipient;
8. was already known by or in the possession of Recipient at the time of disclosure by WOAH as shown by Recipient's files and records immediately prior to the time of disclosure;
9. 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.
10. All Confidential Information disclosed by WOAH shall remain the property of WOAH. 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).
11. 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).
12. If Recipient is required by law to make any disclosure that is prohibited or otherwise constrained by this undertaking, the undersigned shall provide WOAH with prompt written notice of such requirement so that WOAH 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.
13. In the event WOAH 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.
14. Recipient hereby agrees to indemnify and hold harmless WOAH against any and all losses, liability, damages, and expenses that WOAH may incur as a result of a breach of this Undertaking by Recipient.
15. 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: ……………………………………………………

 ……………………………………………………

 ……………………………………………………

Name, title and e-mail address of your contact point: ……………………………………………………

 ……………………………………………………

 ……………………………………………………

Entity name: …………………………………………………………………………………………………..

# Annex A2 - Declaration of Integrity

Call for tender: CBD/CD2022/1

…………………………………………………………… (the Candidate/Tenderer) acknowledges receipt of the tender documentation and hereby notifies WOAH of its intention to respond to this Competitive Dialogue.

The designated point of contact for the competitive dialogue process is:

* Name: ……………………………………………………………………………………………………
* Surname: ………………………………………………………………………………………………..
* Email: ……………………………………………………………………………………………………
* Phone number: …………………………………………………………………………………………

The Candidate/Tendererhereby declares 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;
* it does not have any conflict of interest arising from economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest in connection with any definitive agreement that may be entered into between the Tenderer and WOAH (“Contract”) as a result of the tendering process;
* it will inform, without delay, the World Organisation for Animal Health (WOAH) of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
* no offer of any type whatsoever from which an advantage can be derived under the Contract has been or will be made;
* it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the Contract;
* it is not misrepresentating, either knowingly or negligently, in supplying any of the information requested by WOAH.

The Tenderer acknowledges and agrees that WOAH 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 WOAH, or the termination with immediate effect of the Contract if it has already been awarded.

Entity name: …………………………………………………………………………………………………..

Address: .………………………………………………………………………………………………….

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

Date: …………………………………………………………………………………………………………….

Signature:

# Annex A3 - Financial And Economic Capacity Assessment

|  |  |
| --- | --- |
| REF N° | CBD/DC2022/1 |
| Company name |  |
| **Regarding the last two years for which the accounts are closed:** |
| 2021 | Start of the fiscal year |  /…….../…..…/2021 |
|  | End of the fiscal year | /…….../…..…/2021 |
| 2020 | Start of the fiscal year | /…….../…..…/2020 |
|  | End of the fiscal year | /…….../…..…/2020 |
| Currency used for accounting:  |
| **Simplified balance sheet/financial position** |
|   | 2021 | 2020 |
| 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** |
|   | 2021 | 2020 |
| Total expenses, including: |   |   |
| Personnel costs (amount) |   |   |
| Personnel costs (% of the total expenses) |  |  |
| Revenue: |   |   |
| Operating income |   |   |

Entity name: …………………………………………………………………………………………………..

Address: .………………………………………………………………………………………………….

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

Date: …………………………………………………………………………………………………………….

Signature:

1. https://digitalpublicgoods.net/ [↑](#footnote-ref-2)
2. https://www.go-fair.org/fair-principles/ [↑](#footnote-ref-3)