



**World Organisation
for Animal Health**
Founded as OIE

STD/NP2022/1

NEGOTIATED PROCEDURE A. TENDER PROCEDURE RULES

OFFICIAL STATUS MANAGEMENT PLATFORM

WORLD ORGANISATION FOR ANIMAL HEALTH (WOAH)

whose statutory name is
“OFFICE INTERNATIONAL DES EPIZOOTIES”

DEADLINE TO SUBMIT :

TENDERS : 03 OCTOBER 2022 - 18:00 (PARIS LOCAL TIME)

Applications may be deposited at WOAH reception desk, from **Monday to Thursday and from 8:00 to 18:00, Friday from 08:00 to 17:30.**

IMPORTANT

The following information have been modified :

- **Deadline to submit the tenders (p. 1, 18, 21)**
- **Deadline to submit the declaration of integrity (p. 18,19)**
- **Deadline to receive the question and answers (p.18,19)**
- **Schedule (p.18)**
- **The reception opening hours (p.1, 20)**
- **“Document A – Annex 4 tenderer’s requests for minor changes” has been removed from the requested document (p. 20).**



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1. GENERAL TENDER RULES

1.1 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](#)

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

WOAH Contact Point :

Ms Min-Kyung Park

Status Department

Email: status.dept@woah.org

1.2 DEFINITIONS

Awarded Tenderer: the economic operator having, through the negotiate procedure, 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.

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

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.

CRM: Customer Relationship Management is the software use by WOAH - Bitrix 24.

WAHIS: World Animal Health Information System.

PVS: Performance of veterinary services. It is a programme implemented by WOAH.



1.3 PURPOSE

The purpose of this negotiation procedure is to identify and select a provider with the relevant competence to develop a digital system (Status Management Platform) for the management of the following WOAHP procedures: application for official recognition of animal health status/endorsement of official control programme, annual reconfirmation for the maintenance of animal health status, and request for publication of self-declaration of disease freedom.

Currently, WOAHP manages the submission by Members of relevant documentation for the procedures described above, the screening/evaluation of such documentation, and the communication between WOAHP and Members via email. The current management format is challenging due to the large amount of documents submitted and the number of communications before, during, and after the revision process. For that reason and in order to facilitate the work of Members and WOAHP staff, digitalise our processes, and support the collection and analyses of data a centralized system is highly needed to be developed. The development of this system is also in line with the digital transformation of WOAHP.

This Negotiation Procedure concerns the entire platform with a firm tranche (the “Application for official animal health status/endorsement of control programme and establishment of containment zone or recovery” and the “Annual Reconfirmation”) and conditional tranches (“Self-Declaration” and “Full fillable online questionnaires for application for official animal health status/ endorsement of control programme and establishment of containment zone or recovery and self-Declaration”). Knowing that those conditional tranches will start at the request of WOAHP and after the full implementation of the firm tranche.

Regarding general scope with a division by phase as specified in the Document B – Terms of Reference. The first step will concern the phase 1. The other phases will be developed after phase 1 and only at the request of WOAHP.

1.4 TRANCHES

The project includes one (1) firm tranche and two (2) conditional tranches. (see Document B, Article 2.2 for more detailed information).

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

WOAHP will decide in its sole discretion to implement the Conditional Tranche while Tenderers are committed to the execution of the Firm and Conditional Tranches.

Tenderers should detail in their technical how they could deal with additional tranches during the lifespan of the contract, and include this information in their proposed draft contract taking into account that the completion date of the Phase 1 project is provisionally set by WOAHP for at latest August 2023.

1.4.1 Firm Tranche

Phase 1 : Annual reconfirmation + Official Animal Health status Application/endorsement of control programme and establishment of containment zone or recovery

Annual reconfirmation +

Official status Application and establishment of containment zone or recovery

Phase #	Phase coverage	Project Development Estimated Timeframes	Remarks
1 - Firm	Annual reconfirmation + Official Animal Health status /endorsement of control programme	~ 6 months (Starting from kick-off meeting with	<u>Milestone 1</u> : Development of the new annual reconfirmation system, and some key transversal components such as: Database/API, Back office management, " Experts "etc.). Migration of at least the



	Application and establishment of containment zone or recovery	chosen Service Provider)	<p>past few years of annual reconfirmations (that are available from the online annual reconfirmation system).</p> <p><u>Milestone 2:</u> Development of the official Animal Health status /endorsement of control programme Application + establishment of containment zone or recovery, enrich the transversal components developed in milestone 1 Key transversal components developed in milestone 1.</p> <p><u>Milestone 3:</u> Enrichment and development of other transversal components: Admin account/back office management including dashboard and Database/API", "login page and menus" "Experts missions", "document repository" components</p> <p><u>Milestone 4:</u> Data & document migration</p>
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The number of users expected in this firm tranche is: 350

1.4.2 Conditional Tranches

Phase 2 : Self declaration system

Phase #	Phase coverage	Project Development Estimated Timeframes	Remarks
2 - Conditional	Self-declaration	~ 3 months – to be confirmed by the Service provider	<p><u>Milestone 1:</u> Development of the self-declaration and enrich the transversal components</p> <p><u>Milestone 2:</u> Data & document migration</p>

Phase 3: Design of questionnaires, final reports of the applications and a self-declaration template report fillable online.

Phase #	Phase coverage	Project Development Estimated Timeframes	Remarks
3 - Conditional	fillable online form for official status application and self-declaration	~ 2 months - – to be confirmed by the Service provider	<p><u>Milestone 1:</u> Development of the fillable online Official Animal Health status /endorsement of control programme Application and establishment of containment zone or recovery</p> <p><u>Milestone 2:</u> Development of the fillable online self-declaration</p>

The number of users expected for those conditional tranches is: 200



1.4.3 Possible additional services

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

1. additional operations have, due to unforeseen circumstances, become necessary for the performance of the Services as described in the initial Contract;
2. these operations cannot be dissociated from the initial Contract without presenting major drawbacks or costs or additional expenses for WOAHA; and
3. 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, WOAHA 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 WOAHA which will determine whether such additional work results from non-compliance with the specifications of the negotiated procedure, 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.

1.5 FINANCIAL ESTIMATE

The estimated budget for this project is 250,000 euros (firm tranche and conditional tranches).

Tenderers are invited to provide their financial offer even if it exceeds the estimated budget, taking into account that the global cost will be assessed by the WOAHA as mentioned in article 4.7.

1.6 DURATION OF THE CONTRACT - RENEWAL

The Contract is expected to be performed from January 2023 to the end of the implementation of different phases (depending on WOAHA's decision to implement the conditional tranches).

The duration of the contract for the Firm Tranche is 7 to 8 months from the date of the contract's notification.

The completion date of the Phase 1 project is provisionally set by WOAHA for at latest August 2023.

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 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.

1.7 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 WOAHA and a tenderer selected by WOAHA. However, the transmission of the tender documents to tenderers does not imply any legal obligation on the part of WOAHA to entrust the provision of the services to any tenderer. WOAHA has the right to reject any proposal in its sole discretion. WOAHA 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.

WOAHA 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, 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.

1.8 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.

1.9 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.

1.10 CONDITIONS OF PARTICIPATION

Natural and legal persons as well as consortia (either officially established or constituted specifically for this negotiated procedure) 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 negotiated procedure, 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.

1.11 CONFLICTS OF INTEREST

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

In participating to this negotiated procedure, 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 WOAHA as a result of the negotiated procedure;

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 WOAHA.

1.12 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.

1.13 APPEAL

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

1.14 SIGNING OF THE CONTRACT

1.14.1 General provisions

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

1.14.2 Notification of award

WOAHA will notify the Awarded Tenderer that its tender has been retained. At the same time, WOAHA 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.

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

1.14.3 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, WOA representatives from the Strategic Partnerships and Legal Affairs Unit and the Financial Directorate and the Awarded Tenderer's authorised representative.

2. GENERAL TENDER PROVISIONS

2.1 CONTRACT TYPE

Services agreement.

2.2 CONTRACT NATURE

Global priced contract.

2.3 LOTS

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

2.4 VARIANTS

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

2.5 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).

2.6 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 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 3.9.

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:

- was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party;
becomes publicly known and made generally available after disclosure by the disclosing party;
- 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;

- 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 WOAHA 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 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 WOAHA all right, title and interest in and to the intellectual property of all deliverables, in whatever medium, delivered to WOAHA as part of the Services (“Deliverables”). All Deliverables shall therefore be exclusively owned by WOAHA.



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 WOAH 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.

WOAH 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 WOAH 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).

3.3 PUBLICATION OF BENEFICIARIES

To comply with disclosure requirements and enhance transparency, WOAH 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. WOAH will not release or publish information that could reasonably be considered confidential or proprietary.

3.4 DATA PROTECTION POLICY

The Service Provider will be required to process WOAH's data, on behalf of WOAH.

The Contract which shall be concluded with the awarded contractor, will indicate that WOAH'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 drafted 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 WOAH

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



This being said, WOAH guarantees that the personal data are processed in compliance with its privacy policy available on its website: <https://www.WOAH.int/privacy-policy/>
WOAH 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 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 this Agreement;
- may only process the personal data on documented instruction from WOAH, including with regard to the location of the hosting and transfers to third countries;
- informs WOAH 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 WOAH 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 WOAH, 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 WOAH, subject to obtaining WOAH's prior and specific written authorization;
- must ensure that its own data processor complies with the obligations of this Agreement 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 WOAH 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 WOAH, 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 WOAH(dpo@woah.org), who shall be responsible for responding to it;
- notifies WOAH 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@woah.org; such notification shall be accompanied by any relevant communication in order to enable WOAH, 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 WOAH 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 WOAHA with all the information necessary to demonstrate compliance with its obligations and to allow audits, including inspections, to be carried out by WOAHA or an auditor chosen by WOAHA, and shall contribute to such audits under the conditions referred to below.

Audit

WOAHA, 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 WOAHA's data,

compliance with the regulations on the protection of personal data which include the GDPR.

This audit is notified by WOAHA 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 WOAHA or by a third party designated by WOAHA.

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 WOAHA to claim damages and/or to terminate the Agreement.

Without prejudice to WOAHA'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 WOAHA, producing a copy of the test and audit report, if requested by WOAHA.

Security measures

The Service Provider acknowledges that security is a fundamental criterion for WOAHA, and that compliance by the Service Provider with the security requirements defined herein constitutes an essential and determining obligation of WOAHA'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 WOAHA 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 WOA'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 WOA in a timely manner in the event of a physical or technical security,

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

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

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

the purging of the personal data of WOA 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 WOA that it may hold.

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

WOA 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 Supplier

3.5.1.1 *General provisions*

The Supplier agrees to:

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

3.5.1.2 *Professionalism*

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

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

3.5.1.3 *Responsibility - Indemnification*

The Supplier shall have sole responsibility for complying with all legal obligations incumbent on it. WOAHP 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, WOAHP 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 WOAHP 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 WOAHP from and against all liability, claims, damages and costs (collectively, "Losses") that WOAHP may incur as a result of the negligence, recklessness, wilful misconduct or breach by the Supplier of any of the terms, contained in the Contract.

3.5.1.4 *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.

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

3.5.1.5 *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 WOAHA 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 WOAHA'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 WOAHA 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 WOAHA, 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 WOAHA's employees or contractors and which may be communicated to the Supplier. The Supplier will be responsible for any property damage to WOAHA carried out by its staff, consultants or subcontractors.

3.5.1.6 Communication

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

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

3.5.1.7 Work progress follow-up

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

3.5.1.8 Data Integrity and Retention

The Partner undertakes to take the necessary measures to ensure the integrity and retention of the data processed during the term of the contract.

3.5.2 Obligations of WOAHA

3.5.2.1 Project staffing

WOAHA will designate a project manager who will be responsible for the follow-up of the delivery of the Services under the Contract. The project manager will be the Supplier's sole contact point within WOAHA and will be in charge of providing the Supplier with all functional and technical information as well as providing support to the administrative management of the Contract.

3.5.2.2 Communication

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



3.6 PRECEDENCE OF CONTRACTUAL DOCUMENTS

The tenders documents 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;
- the tenders documents,
- the Supplier's response to the negotiated procedure,

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 Supplier may terminate the Contract in the following events:

If WOAHA does not remedy a failure in the performance of the obligations under the Contract, within thirty (30) calendar days after being notified in writing. In such event, the Supplier shall have the right to terminate the Contract with immediate effect;

if WOAHA 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;

in the event of a force majeure event affecting WOAHA's performance under the Contract for more than thirty (30) consecutive calendar days.

3.7.2 Termination by WOAHA

WOAHA may terminate the Contract in the following events:

- (i) If the Supplier does not remedy a failure in the performance of the obligations under the Contract, within thirty (30) calendar days after being notified in writing. In such event, WOAHA shall have the right to terminate the Contract with immediate effect, and will pay the portion of the remuneration associated with the Services satisfactorily performed prior to the effective date of termination;
- (ii) if the Supplier is adjudicated bankrupt or makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency, reorganisation or other relief act, or if a receiver is or trustee is appointed on behalf of a creditor or by a court of justice or in respect of the whole or part of its business;
- (iii) if the Supplier sells, leases or exchanges a material portion of its assets, or merges or consolidates with or into another party, or a change in control of Supplier occurs.
- (iv) in the event of a force majeure event affecting the Supplier's performance under the Contract for more than thirty (30) consecutive calendar days.

3.8 COMMITMENTS AND PENALTIES

If the Services do not commence at the date specified in the Contract, provided the delay was not caused by WOAHA, WOAHA will have the right to either renegotiate the terms of the Contract or terminate it with immediate effect.

If the Services are not provided within the period specified under the Contract, provided the delay was not caused by a force majeure event nor by WOAHA, WOAHA shall be entitled to ask the Supplier penalties



for delay amounting to 0.5% for each working day of delay after five consecutive working days of delay, capped at a global amount of thirty percent (30%) of the overall amount payable under the Contract.

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

3.9 DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of the Contract, will first be dealt with through amicable consultations between the parties. In the event that such attempt at amicable consultations is not successful within thirty (30) working days after the date of a notice stating a dispute, controversy or claim, the parties shall have the right to resolve such dispute through final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organisations and Private Parties as in effect on the date of the Contract.

3.10 AUDIT – IF NECESSARY DEPENDING ON DONORS

WOAH (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 WOAAH (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 SCHEDULE

Launch of the negotiated procedure	05/08/2022
Deadline to submit the declaration of interest and integrity	12/09/2022
WOAH Zoom presentation of the project with question and answers	15/09/2022 (the hour will be shared in the notification)
Questions/Answers session (by email to WOAAH contact point)	Until 23/09/2022
Deadline for submission of the initial tenders	03/10/2022 at 18:00 (Paris local time)
Negotiation	03/11/2022 to 18/11/2022
Deadline for submission of the final tenders*	02/12/2022 at 12:00 (Paris local time)
Tenders notification of the result*	At latest 14/12/2022

*These dates are subject to change depending on the length of the negotiation period.



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

4.2 TENDER DOCUMENTS

The tender documents are the following:

- A. Tender procedure rules and its annexes:
 - o Confidentiality agreement (Annex A1)
 - o Declaration of interest and integrity (Annex A2)
 - o Financial and Economic Capacity Assessment (Annex A3)

- B. Terms of reference and its annexes :
 - o User requirement specifications (Annex B1)
 - Template of annual reconfirmation forms (Annexes B1a)
 - Template of questionnaires (Annexes B1b)
 - o WOAHA IT Infrastructure Standards (Annex B2)
 - o IT Data Protection Checklist (Annex B3)

- 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
- F. Processor assessment questionnaire

4.3 NOTIFICATION OF INTEREST AND QUESTIONS/ANSWERS

Tenderers wishing to respond to the negotiated procedure should notify WOAHA contact point of their interest to do so, by sending by email the *Declaration of interest and integrity* document filled out and signed (Annex 2), by **12 September 2022**.

If necessary, tenderers may request additional information, in English, to establish their responses. Questions must be sent exclusively by email to WOAHA contact point until midnight (Paris local time), **23 September 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, the questions and the answers will be centralised on the document E and published through WOAHA Website. All tenderers are invited to review regularly this document.

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

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



4.4 RESPONSE FORMAT REQUIREMENTS

Tenders must be submitted in English in a sealed envelope bearing in large bold letters :



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 requested, WOAHA receptionist will provide the required acknowledgment of receipt. Tenders may be deposited at WOAHA reception desk, from **Monday to Thursday and from 8:00 to 18:00 and Friday from and 08:00 to 17:30.**

The sealed envelope 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)
- **1 Technical envelope containing :**
 - ✓ **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. Additional information relevant to the understanding of the response may be presented in annex and will not count against the maximum number of pages.
 - ✓ **Document F duly completed and signed by the authorised person.** Tenderers 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 tenders.
 - ✓ **Quality Assurance Plan**
 - ✓ **Template of the Service Provider Service Agreement**
 - ✓ **1 USB stick containing the technical offer. Only Word/PDF documents will be allowed. The scanned documents will not be authorized and will not be analysed.**
- **1 Financial envelope containing :**
 - ✓ **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*;
 - ✓ **1 USB stick containing the financial offer. Only Word/PDF documents will be allowed. The 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 negotiated procedure will be kept confidential by WOAHA.

Reminder: responses should be submitted by **03 October 2022 (18:00 Paris local time)**. Any tender received past this deadline, or within a non-sealed package, will be excluded from the tendering process.

4.5 MODIFICATION OR WITHDRAWAL OF TENDERS

Tenders may be modified or withdrawn prior to the deadline for submission through a written notification sent to WOAHA contact point. Notification of a modification or withdrawal.

Any modification must comply with the requirements specified in paragraphs 4.4 Response format, with outer envelopes bearing the word “**Modification**”. The tenderers must provide a complete offer containing all the documents requested. **WOAHA will not open the first tender submitted. In order to avoid any issue related to the transmission of two tenders (c.f. section 1.10.), tenderers are invited to clearly indicate on the outside of the external wrapping the word “Modification”.**

4.6 PROCEDURE MODALITIES

The procedure will be conducted on the basis of the needs and requirements defined in the tender documents.

The purpose of the negotiated procedure is to discuss the initial tenders of tenderers in response to this consultation.

Tenderers are invited to submit their tender as a first step. They are informed that tenders received after the deadline will be eliminated (deadline of the submission **03 October 2022 at 18:00 Paris local time**).

The number of tenderers invited to the negotiation will be a maximum of 5 (five) tenderers with the best scores from the tender assessment in accordance with the provisions of Article 4.7.

Each tenderers will appoint a representative with authority to bind them, who will be the WOAHA Contact Person.

The WOAHA negotiates the contents of tenders with the tenderers. The initial tenders, barring the final tenders, may also be subject to negotiation.

The negotiation procedure may take place in several successive phases to reduce the number of tenders that are negotiated by applying the award criteria (article 4.7).

The negotiation will be held in conditions of strict equality between the tenderers eligible to take part in the negotiation. WOAHA refrains from disclosing any information that is likely to be of advantage to certain participants rather than others.

When the WOAHA intends to conclude the negotiations, it informs the tenderers whose tenders have not yet been rejected of this and sets a common deadline for presenting any new or modified tenders.

When WOAHA considers that the negotiation has been completed, it informs the remaining Tenderers and invites them to submit their final tender.

Once the final tenders have been sent, WOAHA 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 negotiation 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.



4.7 EVALUATION OF TENDERS

A tender admission Committee will proceed to open tenders received at the beginning of the evaluation process. The tender admission committee may admit to the negotiations tenderers whose application and initial tender substantially comply with the requirements, criteria and conditions stated in the consultation documents.

A contract award Committee will then proceed to award the contract. The contract award 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 assessed according to the following information provided on their technical offer - Document C and F:

- **Quality of reference (30%)**
 - ✓ Relevance of presented similar projects (20%)
 - ✓ Experience and expertise with projects developed in low code / no code (35%)
 - ✓ Relevance of reference organisations' scope (i.e., with an international dimension) (10%)
 - ✓ Experience with health sector and/or associated application (15%)
 - ✓ Experience working in English in a multicultural context (20%)
- **Professional certifications and qualifications of the Tenderers and the team members who will be responsible for the execution the project (20%)**
- **Quality and relevance of Technical offer made therein (40%)**
 - ✓ Relevance and adequacy of proposed solution to user's needs (20%)
 - ✓ Relevance and adequacy of proposed development tool (15%)
 - ✓ Ergonomics and user friendliness of the proposed solution (10%)
 - ✓ Relevance and quality of the proposed methodology, testing plan, and timeline (work plan) (15%)
 - ✓ Adequacy of the additional options proposed to develop phase 3 of the conditional tranche (10%)
 - ✓ IT security policy (ITSP) compliance (10%)¹
 - ✓ Data management (data model design and data migration plan) (10%)
 - ✓ Quality and assurance plan-QAP (10%)
- **Relevance of quality assurance and risk management frameworks (10%)**

Criteria 2 Financial criteria (30%) will be assessed according to the information provided on their financial offer - Document D

- Maximum cost, by functional requirement, by phases (30%);
- Overall cost (maximum global cost) (25%);
- Licensing costs (One time during the contract and simulation of recurrent/annual cost post-contract run phase) (20%);
- Daily rate and global cost of technical leader, project manager, data architect, solution architect, developer, etc. (20%);
- Global cost of projected missions (5%).

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

¹ Serious non-compliance with WOAH IT security policy would be eliminatory



ANNEX A1 - CONFIDENTIALITY UNDERTAKING

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”).

In order to achieve the Purpose, WOAHA 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 22/08/2022. The obligations of Recipient under this Undertaking shall survive until such time as all Confidential Information of WOAHA 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 WOAHA to Recipient, either directly or indirectly, formally or informally, in writing, orally, or by visual inspection. The term “Confidential Information” shall not include information which:

- (i) was publicly known and made generally available in the public domain prior to the time of disclosure by WOAHA;
- (ii) becomes publicly known and made generally available after disclosure by WOAHA to Recipient;
- (iii) was already known by or in the possession of Recipient at the time of disclosure by WOAHA as shown by Recipient's files and records immediately prior to the time of disclosure;
- (iv) was obtained by Recipient from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.

All Confidential Information disclosed by WOAHA shall remain the property of WOAHA. 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 WOAHA with prompt written notice of such requirement so that WOAHA 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 minimize 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 WOAHA 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 WOAHA against any and all losses, liability, damages, and expenses that WOAHA 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:
.....
.....

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

Entity name:



ANNEX A2 - DECLARATION OF INTEREST AND INTEGRITY

Negotiated Procedure: STD/NP2022/1

..... (the Candidate/Tenderer) acknowledges receipt of the tender documentation and hereby notifies WOAAH of its intention to respond to this Negotiated Procedure.

The designated point of contact for the negotiated procedure is:

Name:

Surname:

Email:

Phone number:

The Candidate/Tenderer hereby 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 WOAAH ("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 misrepresenting, either knowingly or negligently, in supplying any of the information requested by WOAAH.

The Tenderer acknowledges and agrees that WOAHA 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 WOAHA, 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°	STD/NP2022/1	
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: