



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

AM/NP2024/1

**NEGOTIATED PROCEDURE
A. TENDER PROCEDURE RULES**

**VETERINARY MONITORING AND SURVEILLANCE SYSTEM FOR
SUBSTANDARD AND FALSIFIED VETERINARY PRODUCTS**

WORLD ORGANISATION FOR ANIMAL HEALTH (WOAH)

whose statutory name is
“OFFICE INTERNATIONAL DES EPIZOOTIES”

DEADLINES TO SUBMIT :

- 1. DECLARATION OF INTEREST AND INTEGRITY¹ : 05 SEPTEMBER 2024 – 12:00
(PARIS LOCAL TIME)**
- 2. TENDERS : 13 SEPTEMBER 2024 – 12:00 (PARIS LOCAL TIME)**

¹ Tenderers who submit document A2 by the deadline will be invited to the zoom presentation of the project.



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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 WOAH's Director General.

WOAH was founded on 25 January 1924.

WOAH is an intergovernmental organisation governed by international public law.

Its mission is to improve animal health worldwide. The standards it draws up for trade in live animals and animal products are recognised by the World Trade Organisation (WTO) as international health rules of reference.

WOAH 's mission is to :

- Ensure transparency of the animal disease situation worldwide;
- Collect, analyse and disseminate scientific veterinary information;
- Provide expertise and stimulate international solidarity to control animal diseases;
- To guarantee the safety of world trade by drawing up health standards for international trade in animals and animal products within the framework of the mandate given to WOAH by the WTO SPS Agreement;
- Promote the legal framework and resources of veterinary services;
- Better guarantee food safety and promote animal welfare using a scientific approach.

As established by the International Treaty of 25 January 1924 creating the Organisation, its headquarters are located in Paris.

It has 183 Members and is present on every continent through a total of 13 Representations or Offices.

The Organisation employs more than 250 staff, divided between the headquarters (60% of the workforce) and its 13 Representations on 5.

WOAH maintains permanent contact with 71 other international organisations and 301 Reference Centres and Laboratories in its 3 official languages, French, English and Spanish, through the staff at its Paris headquarters and its 13 Regional and Sub-Regional Representations on every continent.



1.2 WOAHP CONTACT POINT :

Mr Mduduzi Magongo and Andrés García Campos
Antimicrobial Resistance and Veterinary Products Department

1.3 PURPOSE

The purpose of this negotiation procedure is to identify and select a provider with the relevant competence to develop a digital platform that can be used by WOAHP members as the main tool for reporting Substandard & Falsified Veterinary Products (SFVPs) and consult any alerts of related or unrelated SFVPs present in their territories and regions. Access of the digital platform will be also granted without any additional cost to relevant WOAHP partners and stakeholders for reporting SFVPs in accordance with WOAHP agreements. The approximate number of users shall be 1200 users.

This digital platform shall be exclusively owned by WOAHP.

1.4 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 WOAHP 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 WOAHP for the provision of the services detailed in this negotiate procedure, together with all its subcontractors. This operator will be the sole interlocutor of WOAHP.

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

Tenderers: all economic operators responding to this tender procedure.

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

WOAHP 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, WOAHP shall not have any liability whatsoever and tenderers who have not signed a Contract with WOAHP waive their right to claim any compensation or damages.

1.6 CONFIDENTIALITY

Unless otherwise authorised in writing by WOAHP, 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.

1.7 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.

1.8 CONDITIONS OF PARTICIPATION

Natural and legal persons as well as consortia (either officially established or constituted specifically for this negotiated procedure) who have provided a compliant response to this procurement procedure as published 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.**



The REFINITIV WORLD-CHEK ONE global compliance screening platform will be consulted. In accordance with WOA's internal rules, the identification of a tenderer by this platform may lead to its exclusion.

1.9 CONFLICTS OF INTEREST

Under no circumstances is a tenderer to contact any person employed by or representing WOA's 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 WOA's 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 misrepresenting, either knowingly or negligently, in supplying any of the information requested by WOA's.

1.10 OBJECTIVES OF THE PROJECT

This negotiated procedure is an invitation to potential service providers to submit a tender in accordance with WOA's requirements for the development of a digital platform (Veterinary Monitoring and Surveillance System for Substandard and Falsified Veterinary Products project (hereafter referred to as the "system")) that can be used by WOA's members as the main tool for reporting Substandard & Falsified Veterinary Products (SFVPs) and consult any alerts of related /unrelated SFVPs present in their territories and regions. Access to the digital platform will be also granted to relevant WOA's partners and stakeholders for reporting SFVPs in accordance with WOA's agreements.

1.11 LOTS

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

1.12 VARIANTS

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

1.13 TRANCHES

The project includes one (1) firm tranche (see Document B for more detailed information), that must be costed by the Tenderers.

Phase #	Phase coverage	Details and time frame
1	System development	12- 18 months
1	Guarantee	3-12 months after Go Live (to be specified by the suppliers)



1	1 st year maintenance	1 year after the end of the guarantee
1	2 nd year maintenance	1 year
1	3 rd year maintenance	1 year

1.14 FINANCIAL ESTIMATE

The estimated budget for this project is EUR **270 000.00** (two hundred and seventy thousand euros).

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 5.1.

1.15 DURATION OF THE CONTRACT - RENEWAL

The Contract is expected to be performed from **December 2024**. The duration of the contract should not exceed five (5) years, which includes one (1) year for the System Development, a three (3) months to one (1) year Guarantee and up to three (3) years of Maintenance.

The contract will not be renewed. After the end of the contractual term, WOAHA may, at its own discretion and in accordance with its internal rules, launch a new tender for the continuation of maintenance services.

2. GENERAL PROVISIONS RELATING

2.1 CONTRACT TYPE

Services agreement.

2.2 CONTRACT NATURE

Mixed priced contract, as follows:

- Fixed Price: for all the services, except for the evolutive maintenance; and
- Unit Price: for the evolutive maintenance.

2.3 SUBCONTRACTING

Subcontracting is not allowed.

2.4 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.

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



2.5 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.

2.6 SIGNING OF THE CONTRACT

2.6.1 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.

2.6.2 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.

2.6.3 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 shall be conducted. These negotiations will involve, at least, WOAHA representatives from the Strategic Partnerships and Legal Affairs Unit and the Financial Directorate and the Awarded Tenderer's authorised representative.

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

3. CONTRACTUAL FRAMEWORK OF THE SERVICES

The general model contract for the provision of WOAHA services is attached to this negotiated procedure (Annex A5).

Tenderers shall include in their "Information and Administrative documents" (Article 4.9.1 below) a draft contract proposed for the Services, based on the Tenderer's template. This draft contract shall be in compliance with the provisions of Annex A5.

The majority of the clauses of Annex A5 comply with WOAHA requirements and cannot be modified. Tenderers are advised to read Annex A5 carefully and include any requests for minor amendments in their tender. WOAHA reserves the right not to accept such requests, so by submitting a tender, tenderers are prepared to accept the clauses in the document attached as Annex A5. If tenderers have no changes to make to Annex A5, they must attach the document to their tender, marked "accepted in its entirety".



4. RESPONSE PROCEDURE

4.1 SCHEDULE

Publication of the negotiated procedure	25 June 2024
Deadline to submit the declaration of interest and integrity <i>(this document is needed to participate to the zoom presentation, if this declaration is submitted after the deadline, the tenderer will not be invited to participate to the to the zoom presentation but will still have the possibility to submit its tender on time).</i>	05 September 2024
WOAH Zoom presentation of the project with question and answers	09 September 2024 (the hour will be shared in the notification)
Period to submit questions (tendering platform)	Until 11 September 2024
Deadline for submission of the initial tenders	13 September 2024 at 12:00 (Paris local time)
Negotiation (tenderers are required to be available for negotiation during this period)	16 October 2024 to 23 October 2024
Deadline for submission of the final tenders*	04 November 2024 at 12:00 (Paris local time)
Tenders notification of the result*	At latest 27 November 2024

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

All tenderers will be informed should WOAH change any of these dates.

Proposals may be modified prior to the deadline for submission by submitting a new proposal through the [e-tendering platform](#).

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)
 - o WOAH's contract template (Annex A5). As indicated in Article 4.9.1, the draft contract proposed by the Tenderers shall be in compliance with the provisions of this Annex A5.
- B. Terms of reference and its annexes :
 - o User requirement specifications (Annex B1)
 - *Template of questionnaires (Annexes B1b)*
 - *Compliance grid (Annexe B1c)*



- C. Technical Brief Framework (to be filled and submitted as technical offer)
- D. Financial Offer (to be filled and submitted as financial offer)
- F. Data Protection Questionnaire

4.3 NOTIFICATION OF INTEREST

Tenderers wishing to respond to the negotiated procedure tenders may inform WOAHA of their interest in doing so, by sending exclusively via the WOAHA [tendering platform under the heading "Documents and Questions", tab "Questions"](#), the completed and signed "Declaration of Interest and Integrity" document (Annex A1), no later than **05 September 2024 at 12:00**. Submission of the said document by the above-mentioned deadline will guarantee an invitation to attend the meeting at which WOAHA will present the project.

4.4 QUESTION AND MODIFICATION

During the negotiated procedure and up until WOAHA starts discussions with one or several tenderer, the latter shall refrain from contacting the personnel of WOAHA.

The Procurement Unit and the prescribing department, are the only representatives of the Organisation authorised to answer any questions.

Tenderers may wish to ask with the sole aim of obtaining additional technical, legal or administrative explanations, namely should they observe contradictions or omissions in the Specifications. Tenderers should send their questions using the e-tendering platform [SafeTender supplier \(woah.org\)](#). Questions may be asked up until **11 September 2024 at 05:00 p.m. (Paris Time)**.

To ensure fairness, any information given to one Candidate shall be immediately passed on to all the others. Likewise, during assessment of the bids, WOAHA may request additional information from tenderers.

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 downloaded the tender documents from [the e-tendering platform](#) will be notified of such modification. WOAHA may extend the deadline for submission of tenders to all tenderers to allow them to take into account these changes. The fact that WOAHA decides not to extend the deadline does not entitle tenderers to claim any compensation or to any form of complain whatsoever.

4.5 CANCELLATION OF THE NEGOTIATED PROCEDURE

WOAHA is not bound to follow up the tender.

WOAHA also reserves the right to sign a Contract for only part of the Services. Such decisions would not entitle tenderers to any form of compensation whatsoever.

4.6 WOAHA'S RIGHT

WOAHA reserves itself the right to:

- qualify, accept or reject any or all tenderers as deemed to be the interest of WOAHA,
- accept or reject any exception taken by the bidder to the terms and conditions of the specifications,



- cancel or modify the present negotiated procedure,
- seek clarification from the tenderers about questions during the evaluation process,
- reject any tenderer who do not answer questions asked by WOAHA during the evaluation process.

4.7 PERIOD OF PROPOSAL VALIDITY

Tenderers are bound by their proposals for 180 days after the deadline for submission or until they have been notified of non-award. The successful tenderer must maintain its offer for a further 60 days from the date of notification of the award.

4.8 RESPONSE FORMAT REQUIREMENTS

Interested tenderer must submit their tender by electronic means. Tenders must be submitted in English.

Tenderers shall upload three files on the [e-tendering platform](#), as follows:

1. « First file – Administrative Information »
2. « Second file – Technical tender »
3. « Third file – Financial tender –»

Tenderers must separate these three different files (listed above). Administrative data shall be submitted only once.

These three files shall constitute the bid.

1. The first file shall contain Confidentiality agreement (annex A1), Declaration of interest and integrity (annex A2), Financial and Economic Capacity Assessment (annex A3), draft contract proposed by the Tenderer (in compliance with the provisions of annex A5 - refer to Article 3 above) and Data protection questionnaire (Document F) which shall be duly signed by the tenderer.
2. The second file must contain the technical tender and any information (according document B and its annexes), other than that contained in the first and third file, which is part of the tender. No financial data shall be included in this tender (Document C).
3. The third file must contain the financial tender (Document D).

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 13 September 2024 12:00 p.m. (Paris local time). Any proposal received past this deadline will be excluded from the negotiated procedure process.

To facilitate upload and management of your tender, you are invited:

- To limit your bid at 70Mo,
- Favor the following formats .doc / .rtf / .pdf / .xls / zip,
- Avoid using other formats such as “.exe”,
- Avoid using certain tools such as “macros”,
- Check all files for viruses before uploading them on the platform.



For each document that requires signature, signature shall emanate from a duly authorized person. This person is either the tenderer's legal representative or any person enjoying a delegation of powers or of signature emanating from the tenderer's legal representative.

4.9 PROPOSAL STRUCTURE

Each tender must contain the following elements. If the tender does not contain all of these documents, WOAHA reserves the right to exclude the tenderer.

4.9.1 Information and Administrative documents

Tenderer must complete and sign the following documents:

- Confidentiality agreement (annex A1)
- Declaration of interest and integrity (annex A2)
- Evaluation of financial and economic capacity (annex A3)
- Draft contract proposed by the Tenderer, in compliance with the provisions of WOAHA's contract template (annex A5) – refer to Article 3 above.
- Data protection questionnaire (Document F)

4.9.2 Technical response

Tenderer must complete and sign the document C - 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.

4.9.3 Financial response

Tenderer must complete and sign the document D - 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.

4.10 E-TENDERING PLATFORM SUPPORT

For further information and assistance with respect to downloading files and submitting tenders, please address your communications to the company maintaining the system either:

- by telephone +33 (0) 8 25 00 13 26 (0,15 EUR TTC/min);
- or by e-mail support@safetender.com

Once your profile created, you may consult support material on the platform.

Tenderers are invited not to upload their bid at the last minute. Also, tenderers are invited to perform tests on the system prior to submitting their tenders to ensure they have a good command of the system.

4.11 MODIFICATION OR WITHDRAWAL OF TENDERS

Tenders may be modified or withdrawn before the deadline for submission. Tenderers must notify their intention to amend or withdraw their tender by notification via the tendering platform.



Any modification must comply with the requirements specified in the consultation documents. The files submitted must be marked "Modification". Tenderers must provide a complete tender containing all the documents requested. **WOAH will only open the second bid submitted.**

4.12 PERSONAL DATA

WOAH, as a data controller, will process the personal data you provide in the tender for the purposes of identifying a suitable supplier, to support its work.

The data collected will be processed internally for the aforementioned purposes and for the resulting administrative acts, it shall be kept for the duration of the contract with you and in an intermediate archive for a duration of 10 during the audit period.

You have rights to access and rectify your personal data, as well as to request erasure and obtain data portability under certain circumstances.

To exercise these rights or if you have any questions about the processing of your data, you can contact our data protection officer at dpo@woah.org. For more information check our Privacy Policy: [Privacy Policy - WOA - World Organisation for Animal Health](#)".

4.13 PUBLICATION OF INFORMATION ON RECIPIENTS

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

5. EVALUATION OF PROPOSALS AND AWARD OF THE CONTRACT

5.1 CRITERIA

WOAH's opening panel will proceed to open tenders received at the beginning of the evaluation process.

WOAH's assessment panel will proceed to the assessment of the initial tenders and submit it to the tender acceptance committee. The tender acceptance 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.

The negotiation will be held with the tenderers admitted to the negotiation and the assessment panel.

The assessment panel will proceed to the assessment of the technical and financial tenders 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:

- **Quality of reference (20%)**
 - ✓ Experience working in English in a multicultural context (10%)
 - ✓ Experience with systems for data management/analysis and communication (25%)
 - ✓ Experience developing and adapting "Form Management Systems" (25%)
 - ✓ Experience with Content Management Systems (20%)



- ✓ Experience with maintenance for similar project (20%)
- **Professional certifications and qualifications of the Tenderers and the team members who will be responsible for the execution the project and CV's (20%)**
 - ✓ Professional certifications and qualifications such as Agile SCRUM or Kanban, PRINCE2, Project Management Professional (PMP), Azure Developer and any relevant to Developers and IT Project Managers (50%)
 - ✓ Quality of CV's with reference to the project (50%)
- **Quality and relevance of Technical offer made therein (50%)**
 - ✓ Relevance and adequacy of proposed solution to user's needs (30%)
 - ✓ Relevance and adequacy of the proposed schedule (20%)
 - ✓ Relevance and quality of the proposed project management methodology and migration strategy (15%)
 - ✓ Guarantee, technical Support and Maintenance, ongoing service quality (20%)
 - ✓ Understanding of the project (15%)
- **Relevance of quality assurance and risk management frameworks (10%)**
 - ✓ Relevance and adequacy of Quality assurance framework (50%)
 - ✓ Relevance and adequacy of Risk Management framework (50%)

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

- ✓ An overall cost (50%);
- ✓ Recurrent / Maintenance costs (30%);
- ✓ Maximum cost per key functionality and Milestone(10%);
 - Form management
 - Data management/analysis and communication
 - Content management
- ✓ Training cost (10%);

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

5.2 NEGOTIATION AND REGULARISATION

WOAH may ask tenderers having submitted an irregular offer to regularise their offer within an appropriate period of time.

Any missing document, except for substantial ones (such as Financial and Technical offer), may be requested by WOAH from the tenderer. If the tender is not regularised within the deadline, the tender will be rejected.



The invitation specifying the terms of negotiation will then be sent by the [e-tendering platform](#). It is reminded that in any case, negotiations may not relate to the subject matter of this consultation, nor substantially modify the characteristics and conditions of performance of the contract.

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 **13 September 2024 (12:00 pm Paris time)**).

The number of tenderers invited to the negotiation will be up to 3 (three) tenderers with the best scores from the tender assessment in accordance with the provisions of Article 5.1.

Each tenderer will appoint a representative with authority to bind it, 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 5.1.).

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 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.

5.3 AWARDING CONTRACT

WOAHA will award the contract to the most technically and economically advantageous proposal, based on the above criteria (section 5.1.). Tenderers will be informed through electronic correspondence of the results of the selection process.

WOAHA will submit to the selected tenderer a service agreement.

If WOAHA is unable to finalize a Contract with the Bidder ranked first, WOAHA may proceed for the next ranked Tenderer, and so on until a Contract is awarded.



6. 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 development of the Veterinary Monitoring and Surveillance System for Substandard & Falsified Veterinary Products system (the “Purpose”).

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.

This Undertaking shall be effective as of the 25 June 2024. 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.

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 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:

- (i) was publicly known and made generally available in the public domain prior to the time of disclosure by WOAH;
- (ii) becomes publicly known and made generally available after disclosure by WOAH to Recipient;
- (iii) 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;
- (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 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).

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 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 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 WOAHP 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 WOAHP against any and all losses, liability, damages, and expenses that WOAHP 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:



7. ANNEX A2 - DECLARATION OF INTEREST AND INTEGRITY

Negotiated Procedure: AM/NP2024/1

..... (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 misrepresentating, 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:

8. ANNEX A3 - FINANCIAL AND ECONOMIC CAPACITY ASSESSMENT

Negotiated procedure n°		AM/NP2024/1
Company name		
Regarding the last two years for which the accounts are closed:		
2023	Start of the fiscal year	/...../...../2023
	End of the fiscal year	/...../...../2023
2022	Start of the fiscal year	/...../...../2022
	End of the fiscal year	/...../...../2022
Currency used for accounting:		
Simplified balance sheet/financial position		
	2023	2022
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		
	2023	2022
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: