



**World Organisation
for Animal Health**

Founded as OIE

CB/CFT2024/1

A.TENDER PROCEDURE RULES

PROVISION OF E-LEARNING MODULES: ANIMAL WEALFARE AND AQUATIC ANIMAL HEALTH

WORLD ORGANISATION FOR ANIMAL HEALTH (WOAH)

whose statutory name is

“OFFICE INTERNATIONAL DES EPIZOOTIES”

DEADLINE TO SUBMIT TENDERS: 5 SEPTEMBER 2024 - 12:00 (PARIS LOCAL TIME)



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1. GENERAL TENDER RULES

1.1. DEFINITIONS

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

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

Follow-on contracts: WOAHA can conduct a follow-on procurement when it wishes to define more precisely the complementary support services expected and the selection criteria to be applied.

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

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

Tenderers: all economic operators responding to this tender procedure

1.2. PURPOSE

This Call for Tender (“tender procedure”) is an invitation for interested service providers to submit a proposal for the provision of eLearning Modules.

Lots	Designation
1	Animal Welfare :One e-Module on the welfare of animals during slaughter
2	Aquatic Animal Health : Two e-Modules on surveillance, prevention, and control of aquatic animals' diseases

1.3. NON-BINDING EFFECT

The information included in the tender documents are provided to Tenderers so they may prepare a proposal in response. This tender procedure may lead to the signature of a Contract between 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, WOAHA shall not have any liability whatsoever and tenderers who have not signed a Contract with WOAHA waive their right to claim any compensation or damages.

1.4. CONFIDENTIALITY

Unless otherwise authorised in writing by WOAHA, 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.

1.5. COSTS OF RESPONSES

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

1.6. CONDITIONS OF PARTICIPATION

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

If a consortium is tendering, it must indicate:

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

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

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

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

Tenderers undertake to provide documentary evidence related to the items mentioned above upon request by 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 WOAH's internal rules, the identification of a tenderer by this platform may lead to its exclusion.



1.7. 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 call for tender, a tenderer represents and warrants that:

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

1.8. PERIOD OF PROPOSAL VALIDITY

Tenderers are bound by their proposals for 100 days after the deadline for submission or until they have been notified of non-award. The successful tenderer must maintain its offer for a further 60 days from the date of notification of the award.

1.9. 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.

1.10. SIGNING OF THE CONTRACT

1.10.1. General provisions

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



1.10.2. Notification of award

WOAH will notify the successful Tenderer that its bid has been accepted. At the same time, WOAH will notify the second best Tenderer of the result and inform the other unsuccessful Tenderers in writing that their bids have been rejected. Tenderers who have submitted a tender before the deadline will receive, within ten (10) working days of their written request, information about the rejection of their tender.

1.10.3. Signing of the Contract

WOAH will award the contract to the most technically and economically advantageous proposal, based on the above criteria (section 4.9.). Tenderers will be informed of the results of the selection process by electronic correspondence via the tendering platform.

Contract negotiations will be conducted on the basis of the Service Agreement submitted by WOAH to the selected Tenderer.

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

2. GENERAL TENDER PROVISIONS

2.1. CONTRACT TYPE

Service agreement (Annex A5)

2.2. CONTRACT NATURE

Global priced contract

2.3. LOTS

Tenderers may submit a Tender for one or both lots. **In case of tendering for both lots, tenders should be submitted separately and specifically for each lot, since they shall be evaluated separately.**

Lots	Designation
1	Animal Welfare : One e-Module on the welfare of animals during slaughter
2	Aquatic Animal Health : Two e-Modules on surveillance, prevention, and control of aquatic animals' diseases

2.4. AMOUNTS

Tenderers are invited to submit their best financial offers which must not exceed the following amounts:

Designation	Maximum amount
Lot no. 1 – Animal Welfare	€ 80 000
Lot no. 2 - Aquatic Animal Health	€ 160 000

However, tenderers are reminded that their financial offers will be assessed, and this assessment will impact their ranking as mentioned on article 4.9.



2.5. VARIANTS

Variants are not authorised.

2.6. FRAMEWORK AGREEMENTS WITH FOLLOW-ON PROCUREMENT

During the term of the Contract, follow-on contracts to cover complementary support services can be awarded to the Suppliers.

WOAH will send to the Supplier a consultation letter specifying :

- the deadline to submit a tender;
- the expected tenders documents and the means to submit them;
- the selection criteria.

Any complementary support services that may be requested during the term of the Contract may not exceed 20 day-long units of work, for each lot.

2.7. SUBCONTRACTING

Subcontracting is allowed; in this case, subcontractors must be mentioned in the tender response (Annex A6). 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 20% (based on workload or price evaluation).

2.8. DURATION OF THE CONTRACT

The Contracts are expected to be performed from 16 October 2024 or from the date of signing the contract. They may be extended once for two months.

Lots	Firm duration of the contract	Extension
Lot 1	12 months	Once for 2 months
Lot 2	12 months	Once for 2 months

2.9. INVOICING

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

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

The template of WOAH Service agreement is attached to this call for tender (Annex A5). The majority of the proposed clauses are in line with the requirements of WOAH and cannot be changed. Tenderers are advised to read the contract carefully and to include their requests for minor changes in their tender. WOAH reserves the right not to accept these requests, so by submitting a tender, tenderers are prepared to accept the clauses of the document attached as Annex A5.



If you do not have any changes to make to the document, tenders are kindly requested to return it to WOAHA with the mention "accepted in full" on the document.

4. RESPONSE PROCEDURE

4.1. WOAHA CONTACT POINT

Barbara Alessandrini
Head, Capacity Building Department
12, rue de Prony - 75017 Paris

4.2. SCHEDULE

Launch of the call for tender	17 July 2024
Questions/Answers period	17 July – 30 August 2024
Deadline for submission of tenders	5 September 2024
Evaluation of offers*	Until the 1 October 2024

*WOAHA 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.

4.3. TENDER DOCUMENTS

The tender documents are the following:

- A. Tender procedure rules and its annexes:
 - o Confidentiality agreement (annex A1)
 - o Declaration of integrity (annex A2)
 - o Declaration of availability of experts (annex A3)
 - o Financial and Economic Capacity Assessment (annex A4)
 - o Service Agreement Template (Annex A5)
 - o Subcontracting declaration Annex A6)
- B. Tender terms of reference and its annexes
- C. Technical Brief Framework (to be filled and submitted as technical offer)
- D. Financial and deadlines Offer (to be filled and submitted as financial offer)

4.4. QUESTIONS AND MODIFICATION

During the Call for Tender procedure and up until WOAHA starts discussions with one or several Tenderers, the latter shall refrain from contacting the personnel of WOAHA.

The Procurement Unit and the prescribing Department are the sole representative 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 \(woah.org\)](https://www.woah.org). Questions may be asked up until 30 August 2024 12:00 pm (Paris local 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, WOAH may request additional information from Tenderers.

WOAH reserves the right to introduce non-substantial modifications to the tender documents. In the event that WOAH, either following a request from a tenderer or on its own initiative, introduces a modification of the tender documents, all tenderers having downloaded the tender documents from the e-tendering platform will be notified of such modification.

WOAH may extend the deadline for submission of tenders to all tenderers to allow them to take into account these changes. The fact that WOAH decides not to extend the deadline does not entitle tenderers to claim any compensation or to any form of complain whatsoever.

4.5. RESPONSE FORMAT

Interested tenderers must submit their bid by electronic means. Bids must be submitted in English.

Tenderer shall upload three files on the [e-tendering platform](#). *They are requested to indicate the lot for which they are bidding in the title of the file submitted, as follows:*

1. « First file – Administrative Information »
2. « Second file – Technical bid -- lot X”
3. « Third file – Financial bid – lot X »

Tenderers shall separate technical and financial bid for each lot. Administrative data shall be submitted only once and won't have to be duplicated for each lot.

These three files shall constitute the bid.

1. The first file shall contain all the items requested in section 4.6.1.
2. The second file must contain the technical bid and any information (according to section 4.6.2), other than that contained in the first and third file, which is part of the bid. No financial data shall be included in this bid.
3. The third file must contain the financial bid (Annex 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 Call for Tender will be kept confidential by WOAH.

Reminder: responses should be submitted by 5 September 2024 12:00 pm CET. Any proposal received past this deadline will be excluded from the Call for Tender process.

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

- To limit your bid at 70Mb,
- 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.

4.6. PROPOSAL STRUCTURE

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

4.6.1. Administrative documents

Tenderer must complete and sign the following documents:

- Confidentiality agreement (Annex A1)
- Declaration of integrity (Annex A2)
- Declaration of availability of experts (Annex A3)
- Financial and Economic Capacity Assessment (Annex A4)
- Service Agreement Template (Annex A5 completed with tenderer's requests for minor changes or with the mention "accepted in full" on the document)
- Subcontracting declaration (Annex A6)

4.6.2. 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 be 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 (e.g. CVs) may be presented in annex and will not count against the maximum number of pages.

4.6.3. Financial offer

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).

4.7. E-TENDERING PLATFORM SUPPORT

For further information and assistance with respect to downloading files and submitting bids, 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 is 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 bids to ensure they have a good command of the system.

4.8. EVALUATION OF TENDERS

A tender Opening panel will proceed to open tenders received at the beginning of the evaluation process. The Opening panel is responsible for verifying that the tenders received comply with the



procedures for the submission and presentation of tenders described in this call for tender and for preparing the list of tenders deemed eligible.

The Selection panel will evaluate the technical and financial offers and will proceed to a selection based on the following criteria:

- **Criteria 1 - T Technical criteria (80%)** will be assess according to the following information provided on their technical offer - Document C
 - Company organisation and sustainability (10%)
 - Demonstrated understanding of the context and experience in working in a multicultural context and in the public sector (30%)
 - Relevance and quality of the proposed methodology and associated workplan (30%)
 - Relevance and quality of the proposed project team (25%)
 - Application of the WOAHA [Guidelines for the development of WOAHA e-modules: Advanced requirements](#) (5%)
- **Criteria 2 Financial criteria (20%)** will be assessed according to the information provided on their financial offer - Document D.

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

A Contract Award Committee will proceed to award the contract based on the assessment done by the Selection panel.



5. ANNEX 1 - CONFIDENTIALITY UNDERTAKING

1. WOAHA and _____] (“Recipient”) seek to engage in discussions for the sole purpose of exploring the possibility of entering into a definitive agreement relating to the provision of e-learning modules: animal welfare and aquatic animal health.
2. (the “Purpose”).
3. 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.
4. This Undertaking shall be effective as of the 16 July 2024. The obligations of the 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.
5. 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.
6. **“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.
7. 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).
8. 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).
9. 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 minimise the required disclosure and/or obtain such protective order or other relief. If, in the absence of a protective order or other relief, Recipient is legally obligated to



disclose any Confidential Information, it may furnish that portion and only that portion of the Confidential Information that it is legally required to disclose on the basis of advice of counsel.

- 10. 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.
- 11. 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.
- 12. 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 authorised representative:
.....
.....

Entity name:



6. ANNEX 2 - DECLARATION OF INTEGRITY

.....
... (the 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 WOAHA ("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 WOAHA.

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 authorised representative:

Date:

Signature:



7. ANNEX 3 – DECLARATION OF AVAILABILITY OF EXPERTS

Reference of the publication of the Call for Tender: (“Call for Tender”)

The undersigned, representing

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

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

- | | | |
|-------------|---|-------|
| Key Experts | 1 | |
| | 2 | |
| | 3 | |
| | 4 | |

- do not undertake, directly or indirectly, during the period provided for in the Terms of Reference of the Call for Tender, any other activity likely to interfere with the performance of their duties or which could prevent them from providing the services described in the Call for Tender (the "Services");
- have agreed to provide the Services in the event that this offer is selected.

In making the above declaration, the undersigned is fully aware that:

- If any of the proposed Key Experts, due to unforeseen circumstances, is not available on the date scheduled for the commencement of the project described in the Call for Tender, the Person will be requested, at no cost to WOAHA, to immediately provide WOAHA with at least three available experts with equivalent training and experience to replace any Key Expert who is not available, and WOAHA will select the replacement Key Expert.
- If, at its discretion, WOAHA considers that none of the experts proposed for replacement has the training and experience of the Key Expert to be replaced, WOAHA may choose to render the notification of award of the contract to the Person null and void by notifying it in writing.

Full name of Signatory

Date

Signature



8. ANNEX 4 - FINANCIAL AND ECONOMIC CAPACITY ASSESSMENT

Call for Tender N°	CB/CFT2024/1
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		
	2022	2023
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		
	2022	2023
Total expenses, including:		
Personnel costs (amount)		
Personnel costs (% of the total expenses)		
Revenue:		
Operating income		

Entity name:

Address:

Name and Title of duly authorised representative:

Date:

Signature: