



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

DI/NP/2024/1

**NEGOTIATED PROCEDURE
A. TENDER PROCEDURE RULES**

Observatory Digital Platform

WORLD ORGANISATION FOR ANIMAL HEALTH (WOAH)

whose statutory name is
“OFFICE INTERNATIONAL DES EPIZOOTIES”

DEADLINES TO SUBMIT:

**1. DECLARATION OF INTEREST AND INTEGRITY¹ : 20 SEPTEMBER 2024 – 17:00
(PARIS LOCAL TIME)**

2. TENDERS: 11 OCTOBER 2024 - 12:00 (PARIS LOCAL TIME)

¹ Tenderers who submit document A1 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 Director General.

WOAH is an intergovernmental organisation founded on 25 January 1924 and is 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 13 Representations or Offices.

The Organisation employs more than 260 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:

Ms Caroline Paquier

Observatory Programme, Data Integration Department

1.3. PURPOSE

The purpose of this negotiated procedure is to identify and select a provider with the relevant competence to develop a web-based platform for the management of the following WOAHP Observatory programme activities and deliverables.

1.3.1. Background & Context

The Observatory is a continuous and systematic data-drive mechanism designed to analyse the implementation of WOAHP's international standards by using information regularly collected by various activities, as well as external sources.

It provides an overview of the uptake of [international standards on animal health and welfare and veterinary public health by WOAHP Members](#). It contributes to the progressive improvement of their implementation and to the constant assessment of our corporate initiatives by providing valuable feedback and recommendations.

The implementation of our standards at the country level can involve challenges, such as the lack of financial, human resources or the relevant infrastructure. In fact, the extent to which they are put into practice remains unclear. Hence, the Observatory's mission is: To have an insight into the uptake of international standards by our members.

The Observatory's key deliverables include,

- Monitoring reports and associated executive summaries
- Thematic studies and associated factsheets
- Monitored indicators

Currently the Observatory's deliverables are published on the WOAHP website and the Back-Office work and communications are managed manually through different applications like SharePoint, PowerBI, MS Excel, etc. The objective of this tender is to contract with a service provider to develop a web-based platform to streamline Observatory's work, automate processes and facilitate management and publication of all existing as well as new deliverables. Please refer to Document B- Terms of Reference, Section 2.1 Project Background, for more details regarding the project's background.

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.

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



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 WOAH and a tenderer selected by WOAH. However, the transmission of the tender documents to tenderers does not imply any legal obligation on the part of WOAH to entrust the provision of the services to any tenderer. WOAH has the right to reject any proposal in its sole discretion. WOAH remains strictly independent of any tenderer, and none of the provisions of the tender documentation may be interpreted as creating a contractual relation of any sort.

WOAH is under no obligation to accept a given tenderer's proposal and reserves the right not to proceed 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.

1.6. 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.

1.7. 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 in an arrangement with creditors, is not the subject of proceedings concerning its



business activities, or is not in any similar situation arising from a procedure provided for in national legislation or regulations;

- it or a person having powers of representation, decision-making or control over it or a member of an administrative, a management or a supervisory body has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal 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 complies with all its obligations relating to the payment of social security contributions and taxes in accordance with the national legislation or regulations of the country where the Tenderer is established.

Tenderers undertake to provide documentary evidence related to the items mentioned above upon request by WOAHA at any point during the tender procedure and/or contracting process. Should a tenderer fail to produce reasonable evidence, **WOAHA 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 WOAHA'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 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 is not misrepresenting, either knowingly or negligently, in supplying any of the information requested by WOAHA.

1.10. OBJECTIVES OF THE PROJECT

This negotiated procedure is an invitation to potential service providers to submit a tender in accordance with the development of a web-based platform to manage and publish the WOAHA Observatory's deliverables for the ease of access for all our stakeholders.

General Scope of the project:

This project consists of the development of a Web-based Platform for the Observatory Programme. It will include the following:



1. Web Application for,
 - 1.1. Public: aims to provide a better way to visualise Observatory deliverables
 - 1.2. WOAH Delegates & appointed contact persons: It will provide a private section with their country's profile. Country specific data for indicators, comparison with regional and global values will be made available.
 - 1.3. Observatory team to analyse data and publish its deliverables directly for the users to access as well as to administrate the platform.
 - 1.4. WOAH Staff to access country profiles and other relevant data

This negotiated procedure concerns the development of the entire platform with a firm tranche (inclusive of core workstreams 1 and 2 as mentioned in Document B section 4.2) and conditional tranche (Workstream 3 as mentioned in Document B section 4.3). Please note that the conditional tranche **could** start only at the request of WOAH and after the full implementation and completion of the firm tranche (core workstreams).

The general scope with a division by workstream and phase can be referred in the Document B – Terms of Reference, Section 4: Scope of the services as well as Document Annex B1 – User Requirement Specifications and Annex B4- Compliance Grid.

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 Contract will include a fixed instalment (firm tranche) and may include conditional instalments (conditional tranche), the implementation of which will be subject to WOAH's decision, and which will be notified to the successful tenderer under the conditions set out in the Contract.

Tenderers must detail in their technical and financial offer how they could manage additional tranches during the term of the contract and include this information in their draft contract proposal.

The project includes 1 firm tranche with 2 workstreams and 1 conditional tranche with 1 workstream as explained above

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

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

Tenderers should detail in their technical response, how they could deal with conditional tranches during the lifespan of the contract and include this information in their proposed draft contract considering that the completion date for the development of this project is provisionally set by WOAH for 2 years after the signing of the contract

1.13.1. Firm Tranche

Workstream 1 and 2 (all activities of Firm Tranche as explained in Document B section 4.2. : 1.5 Years from Project Kick-Off

At the end of development there will be a Guarantee phase of 3-12 months depending on the Go Live date followed by maintenance of 3 years



1.13.2. Conditional Tranches

Workstream 3 (All activities of Conditional tranche as explained in Document B section 4.3): 6 Months from Workstream 2 Go Live

At the end of development there will be a Guarantee phase of 3-12 months depending on the Go Live date followed by maintenance of 3 years

1.14. ADDITIONAL SERVICES

Should the need arise for services that have not yet been identified, WOAHA wishes to be able to commission additional support services. These services will be commissioned in the form of XX Days-long units of work, renewable (number of times) and cost will be estimated per day per resource as needed. However, it is expected to have some mandatory additions that may arise due to unforeseen technical challenges and uncertainties to be accounted for when sharing the proposal. These additional services will be the subject of an amendment in accordance with WOAHA's internal rules.

1.15. FINANCIAL ESTIMATE

The estimated budget for this project is 650,000 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 5.1

1.16. DURATION OF THE CONTRACT - RENEWAL

The Contract is expected to be performed from the effective date of contract signature to the end of the implementation of different workstreams (depending on WOAHA's decision to implement the conditional tranches) without exceeding the maximum duration of 5 years including 2 years of development and 3 years of Maintenance.

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.

2. GENERAL PROVISIONS RELATING

2.1. CONTRACT TYPE

Services agreement.

2.2. CONTRACT NATURE

Global priced contract.

The contract however must include price breakdown (By phase, by resources, etc.) as mentioned in the evaluation criteria in Document D – Financial Offer



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.

WOAH 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 WOAH who will be required to reply within ten working days after receipt of the complaint. If WOAH fails to address the complaint, the unsuccessful tenderer may request arbitration by the Permanent Court of Arbitration (PCA) at The Hague, governed by the PCA arbitration rules 2012 and the PCA Optional Rules for Arbitration between International Organisations and Private Parties.

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 WOAH and shall cause such affiliates to comply with all commitments set out in the Contract and any purchase orders signed within the framework of the Services. The Awarded Tenderer will undertake to inform its affiliates, potential suppliers and subcontractors of the existence of the Contract within thirty (30) calendar days from its signature by the parties.

The Awarded Tenderer will appoint a contact person having the right and authority to ensure compliance with the commitments set out in the Contract and the purchase orders signed within the framework of the Services. S/He will be the sole contact person of WOAH.

2.6.2. Notification of award

WOAH will notify the Awarded Tenderer that its tender has been retained. At the same time, WOAH will notify the second-best tenderer of the result and inform every other unsuccessful tenderer in writing that its tender has been rejected. 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 shall be conducted. These negotiations will involve, at least, WOAH representatives from the Strategic Partnerships and Legal Affairs Unit and the Financial Directorate and the Awarded Tenderer's authorised representative.

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



3. CONTRACTUAL FRAMEWORK OF THE SERVICES

The model contract for the provision of WOA services is attached to this negotiated procedure (Annex A4).

The majority of the proposed clauses comply with WOA requirements and cannot be modified. Tenderers are advised to read the contract carefully and include any requests for minor amendments in their tender. WOA 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 A4.

If tenderers have no changes to make to the document, they must attach the document to their tender, marked "accepted in its entirety".

4. RESPONSE PROCEDURE

4.1. SCHEDULE

Publication of the negotiated procedure	2 September 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 zoom presentation but will still have the possibility to submit its tender on time).</i>	20 September 2024 at 17:00 (Paris local time)
Zoom presentation of the project with question and answers	26 September 2024 (the hour will be shared in the notification)
Period to submit questions (tendering platform)	Until 3 October 2024
Deadline for submission of the initial tenders	11 October 2024 at 12:00 (Paris local time)
Negotiation	28 November – 5 December 2024
Deadline for submission of the final tenders*	19 December 2024 at 12:00 (Paris local time)
Tenders' notification of the result*	At latest 27 January 2025

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

All bidders will be informed should WOA 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 Service agreement Template (Annex A4)
 - o Data protection questionnaire (Annex A5)

- B. Terms of reference and its annexes:
 - o User requirement specifications (Annex B1)
 - o WOAH IT Infrastructure Standards (Annex B2)
 - o IT DATA Protection Checklist (Annex B3)
 - o Compliance Grid (Annex B4)

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

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 **20 September 2024 at 17:00 PM (Paris local time)**. 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 tenderers, 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 **3 October at 17:00 p.m. (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, WOAHA may request additional information from bidders.

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.

Throughout the tendering process, tenderers must regularly check the e-tendering platform SafeTender supplier (woah.org). They are deemed responsible for checking amended documents and answering questions submitted via this e-platform.



Each tenderer duly registered on the platform will receive an e-mail notification whenever a question or matter is addressed to them via the e-tendering platform (the sender's address will be no-reply@safetender.com). Throughout the tendering process, tenderers are therefore invited to check their spam folder. Tenderers are deemed responsible for reading and considering any mail/questions/documents addressed to them via the e-tendering platform.

4.5. CANCELLATION OF THE NEGOTIATED PROCEDURE

WOAH is not bound to follow up the tender.

WOAH 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. WOAHS RIGHT

WOAH reserves itself the right to:

- qualify, accept or reject any or all bidders as deemed to be the interest of WOAHS,
- 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 WOAHS 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).

These three files shall constitute the bid.

1. The first file shall contain all the information and items requested in Document B and Confidentiality agreement (annex A1), Declaration of interest and integrity (annex A2), Financial and Economic Capacity Assessment (annex A3) and Data protection and IT Security Questionnaire (annex A5) which shall be duly signed by the tenderer.
2. The second file must contain the technical tender, the service provision contract (annex A4) and any information (according to document B), 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 WOAH.

Reminder: responses should be submitted by 11 October 2024 (12:00 PM 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 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.

4.9. PROPOSAL STRUCTURE

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

4.9.1. Information and Administrative documents

Bidder 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)
- Service agreement template (Annex A4 completed with tenderer's minor requests for minor changes or with the mention “accepted in full” on the document)
- Data protection and IT Security questionnaire (Annex A5 completed and signed)

4.9.2. Technical response

Bidder 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

Bidder 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 tender 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 - WOAH - World Organisation for Animal Health](#)".

4.13. PUBLICATION OF INFORMATION ON RECIPIENTS

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 this Agreement. WOAH 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 negotiation's 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 and its annexes:

- **Professional certifications and qualifications of the Tenderers and the team members who will be responsible for the execution the project (20%)**
 - ✓ Microsoft Solutions Partner Certification (Share Partnership/Competency Levels) (50%)
 - ✓ ISO/IEC 27001 and ISO 9001 Certification (20%)
 - ✓ Team members certification and quality of theirs CVs with reference to the project (30%)

- **Quality of reference (30%)**
 - ✓ Relevance of presented similar projects (15%)
 - ✓ Experience and expertise with projects developed with Microsoft tools (25%)
 - ✓ Experience on Data Management (20%)
 - ✓ Experience working in English in a multicultural context and Relevance of reference organisations' scope (i.e., with an international dimension) (20%)
 - ✓ Experience with health sector and/or associated application (15%)
 - ✓ Experience with maintenance for similar project (5%)

- **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 tools (15%)
 - ✓ Relevance and adequacy of the proposed Architecture Design (High level architecture to be presented during in brief if proposal selected for negotiation and in detail at a later stage to the Architecture Review Board) (15%)
 - ✓ Relevance and quality of the proposed project methodology, and timeline (work plan) (15%)
 - ✓ Adequacy of the additional options proposed to develop phase 3 of the conditional tranche (10%)
 - ✓ IT security policy (ITSP) (5%)
 - ✓ Overall understanding of the project (20%)
 - Relevance and quality of the proposed Data management solution (Data Quality, Data Governance, etc.)
 - Guarantee, technical Support and Maintenance, ongoing service quality.

- **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

- Overall cost (maximum global cost) (50%);
- Maximum cost, by functional requirement, by phases (10%);
- Recurrent / Maintenance costs / Licensing costs (20%);
- Daily rate and global cost of technical leader, project manager, data architect, solution architect, developer, etc. (10%);
- 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. DEMONSTRATION

Tenderers will be invited to make a demonstration through a Zoom conference of the tools they are proposing to use (The presentation may include similar projects that have been implemented, mock-ups/wireframes, or workflows of the proposed solution on a very high-level and possible tools to be used or integrated during the implementation, it doesn't have to be in-depth implementation or PoC). The demonstration will be delivered in English.

The demonstration will take place during the following period: **28-31 October 2024**, 48 hours before the session bidders will receive an invitation to take part in the demonstration.

The demonstration format will be the following:

- Bidder's Introduction: 5'
- Technical offer presentation: 20'
- Practical demonstration of the tool(s) (proposed workflows, wireframes, tools to be used/integrated) 40'
- Approach of the tenderer to elaborate its financial offer: 5'
- Questions and answers: 20'

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

5.3. 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 WOAHA 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 **11 October 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 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.

5.4. 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 bidder a service agreement.

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



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 a web-based platform to manage and publish the WOAH Observatory's deliverables for the ease of access for all our stakeholders] (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 (11 October 2024). The obligations of the 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 the 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 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: DI/NP/2024/1

..... (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

Negotiated procedure n°	DI/NP/2024/1	
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 :