



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

EC/NP2024/1

A.TENDER PROCEDURE RULES

EVENT AGENCY & TOOLS_FOUR-YEAR PERIOD UP TO 2029

**WORLD ORGANISATION FOR ANIMAL HEALTH
(WOAH)**

whose statutory name is
“OFFICE INTERNATIONAL DES EPIZOOTIES”

**DEADLINES TO SUBMIT TENDERS : 4 SEPTEMBER - 12:00 PM
(PARIS LOCAL TIME)**



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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" (OIE)

12 Rue de Prony
75017 Paris

France

Tél. : 33 – (0)1 44 15 18 88

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Website : [Home - WOAH - World Organisation for Animal Health](#)

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

1.2. WOAH CONTACT POINT

Mr Pascal Nguyen

Events Coordination Unit

1.3. DEFINITIONS

Awarded Tenderer: the economic operator having, through the negotiate procedure, been awarded the contract, prior to its signature.

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

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

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

Tenderers: all economic operators responding to this tender procedure.

User(s): Registered people through the registration platform who could also use the linked services (e.g information on the website, Networking tool if associated). Some may never attend the event.

Participant(s) / Attendee(s): Guest(s) who will actually be physically onsite at the event.



1.4. GENERAL PURPOSE

This negotiated procedure (“tender procedure”) is an invitation for interested service providers to submit a proposal regarding the methodology and approach to enhance the production of WOAHA conferences/events, thanks to optimized organization and tools.

This negotiated procedure is subdivided into several lots, as follows:

Lot n°	Title
1	Online registration platform & emailing and access badges management
2	Hostesses & Hosts
3	Online meeting space booking system
4	Networking tool
5	Live streaming

Tenderers can submit a tender for one or several lots. If a tenderer submits a tender for several lots, he/she shall separate tender for each lot.

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 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.

1.6. 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 WOAHA, 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.

Tenderer 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-CHECK 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 has not and will not make any misrepresentation, either knowingly or negligently, in supplying any of the information requested by WOAH.

1.10. DURATION OF THE CONTRACT - RENEWAL

The Contract is expected to be performed by a yearly period from the signature of the contract.

The first period is expected to cover the following one, as described below :

- Lots 1 and 4: 2026
- Lots 2, 3 and 5: 2025

This contract may be renewed up to three times, the total period (with the renewal if any) of the contract will not exceed 4 years.

WOAH to its sole discretion will decide to not renew the contract. If the renewal is not decided WOAH must inform the awarded contractor 4 months before the end of the contract.

1.11. TYPOLOGIES OF PRICE AND CONTRACT

Lot	Typology of Price	typology of contract
Lot 1: Online registration platform & emailing and access badges management	unit price	Framework agreement with purchase orders, with no minimum amount and without maximum amount. WOAH at its sole discretion, may issue purchase orders as and when required.
Lot 2: Hostesses & Hosts	unit price	Framework agreement with purchase orders, with no minimum amount and without maximum amount. WOAH at its sole discretion, may issue purchase orders as and when required.
Lot 3: Online meeting space booking system	unit price	Framework agreement with purchase orders, with no minimum amount and without maximum amount. WOAH at its sole discretion, may issue purchase orders as and when required.
Lot 4: Networking tool	unit price	Framework agreement with purchase orders, with no minimum amount and without maximum amount WOAH at its sole discretion, may issue purchase orders as and when required.
Lot 5: Live streaming	unit price	Framework agreement with purchase orders, with no minimum amount and without maximum amount. WOAH at its sole discretion, may issue purchase orders as and when required.



2. GENERAL TENDER PROVISIONS

2.1. CONTRACT TYPE

Framework Agreement: Each time a need arises, WOAH, at its sole discretion, will issue one or more purchase orders. The single-award framework agreement will be concluded with a single economic operator and will be executed by the issue of order forms.

2.2. CONTRACT NATURE

Unit priced contract.

2.3. LOTS

Multiple lots as follows:

Lot n°	Title
1	Online registration platform & emailing and access badges management
2	Hostesses & Hosts
3	Online meeting space booking system
4	Networking tool
5	Live streaming

2.4. AMOUNT

Lot	amount
Lot 1: Online registration platform & emailing and access badges management	With no minimum without maximum
Lot 2: Hostesses & Hosts	With no minimum without maximum
Lot 3: Online meeting space booking system	With no minimum without maximum
Lot 4: Networking tool	With no minimum without maximum
Lot 5: Live streaming	With no minimum without maximum

2.5. VARIANTS

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



2.6. OPTIONS

Options are authorised. These options remain at the sole initiative of the tenderers. WOAHA reserves the right to accept or reject the options submitted by tenderers.

2.7. SUBCONTRACTING

Subcontracting is allowed; in this case, subcontractors must be mentioned in the declaration of subcontracting (annex A4). 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 50% (based on workload or price evaluation).

2.8. 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.

2.9. 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.

2.10. SIGNING OF THE CONTRACT

2.10.1. 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.

2.10.2. Notification of award

WOAH 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 fifteen (15) working days of their written request, information relating to the rejection of their tender.

2.10.3. Signing of the Contract

The Awarded Tenderer will be notified in writing of the selection. The contract award decision shall be published and contract negotiations based on the draft Contract submitted by the Awarded Tenderer



shall be conducted. These negotiations will involve, at least, WOAAH representatives from the Strategic Partnerships and Legal Affairs Unit and the Administrative 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 WOAAH 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

WOAH will provide the awarded tenderer with a contract proposal.

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

The majority of the proposed clauses comply with WOAAH requirements and cannot be modified.

Tenderers are advised to read the contract carefully and include any requests for minor amendments in their tender. WOAAH 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.

In any event, this model contract will be used and not the service provider's contract.

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

4. RESPONSE PROCEDURE

4.1. SCHEDULE

Publication of the negotiated procedure	29 July
Period to submit questions (tendering platform)	29 July – 28 August 2024
Deadline for initial tender submission	4 September 2024
Demonstration	11-18 September 2024
Notification of the tenderer(s) selected for negotiation	7 October 2024
Negotiated procedure with selected tenderers	10 – 24 October 2024
Deadline for final tender submissions*	12 November 2024
Tenderers notification of the result*	2 December 2024
Publication of the <i>awarding</i> notice	2 December 2024
Service agreement signed with successful tenderer	17 December 2024

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

All tenderers will be informed should WOAAH 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 integrity (annex A2)
 - o Financial and Economic Capacity Assessment (annex A3)
 - o Declaration of subcontracting (annex A4)
 - o Service provision contract (annex A5)
- B. Tender terms of reference and its annex
- C. Technical Brief Framework (to be filled and submitted as technical offer for each lot)
- D. Financial Offer (to be filled and submitted as financial offer D1 for lot 1, D2 for lot 2, D3 for lot 3, D4 for lot 4, D5 for lot 5)
- E. Data protection and IT Security Questionnaire

4.3. 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. Tenderer should send their questions using the e-tendering platform [SafeTender supplier \(woah.org\)](https://www.woah.org). Questions may be asked up until **28 August 2024 at 17:00 p.m. (Paris Time)**.

To ensure fairness, any information given to one Tenderer 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](https://www.woah.org) 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.

4.4. CANCELLATION OF THE NEGOTIATED PROCEDURE

WOAHA 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.

4.5. WOAHS RIGHT

WOAH reserves itself the right to:

- qualify, accept or reject any or all tenderers as deemed to be the interest of WOAHS,
- accept or reject any exception taken by the tenderer 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.

4.6. 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.

4.7. 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](#). 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 tender – lot X »
3. « Third file – Financial tender – lot X »

Tenderer shall separate technical and financial tender for each lot. Administrative data (first file) 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 information and items requested in Document B and Confidentiality agreement (annex A1), Declaration of integrity (annex A2), Financial and Economic Capacity Assessment (annex A3) and Declaration of subcontracting (annex A4) which shall be duly signed by the tenderer.
2. The second file must contain the technical tender, the service provision contract (annex A5), Data protection and IT Security Questionnaire (Document E) 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 D1 for lot 1, D2 for lot 2, D3 for lot 3, D4 for lot 4, D5 for lot 5).

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 WOAHS.

Reminder: responses should be submitted by **4 September 2024 at 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 to 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.

4.8. 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.

4.8.1. Information and Administrative documents

Tenderer must complete and sign the following documents:

- Confidentiality agreement (annex A1)
- Declaration of integrity (annex A2)
- Evaluation of financial and economic capacity (annex A3)
- Declaration of subcontracting (annex A4)

4.8.2. Technical response

Tenderer must complete and sign the documents C and E - This document as the technical offer (valid for 180 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.

The service provision contract (annex A5) must be completed with the tenderer's requests for minor amendments or with the words "accepted in full" on the document)

4.8.3. Financial response

Tenderer must complete and sign the document D1 for lot 1, D2 for lot 2, D3 for lot 3, D4 for lot 4, D5 for lot 5 - This document as financial offer (valid for 180 days from the day of tender submission), must provide the information required in document B. Terms of Reference.

4.9. 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.

4.10. 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.**

4.11. 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](#)".

4.12. 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 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%)

For lots 1, 3 and 4:



- Demonstration and test of the platform including all functionalities offered from admin side and user interface sides. (30%)
- Proposed working plan & process (including the quality and quantity of materials proposed) (20%)
- Project team members (30%)
- Recommendation of process or any alternative options (10%)
- Nice to have functionalities proposed (10%)

For lot 2:

- Description of recruitment, briefing processes and onsite performance monitoring (90%)
- Diversity and quality of the products offered in the catalogue (5%)
- Recommendation for staff optimization (5%)

For lot 5:

- Feeds management (70%)
- Technical equipment proposed (20%)
- Internal and external team members (10%)

Criteria 2: financial criteria (30%)

For lots 1,3,4,5:

- Unit costs will be assessed on the basis of an Estimate of Quantities which has not been communicated to tenderers (100%)

For lots 2:

- Unit costs will be assessed on the basis of an Estimate of Quantities which has been communicated to tenderers (100%)

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

5.2. DEMONSTRATION FOR LOTS 1/3/4

Tenderers will be invited to make a demonstration of the tool there are proposing to use. The demonstration can be delivered in English or French.

The demonstration will take place during the following period: 11– 18 September 2024, 48 hours before the session tenderers will receive an invitation to take part in the demonstration.

The demonstration format will be the following:

- tenderer's Introduction: 5'
- Practical demonstration of the tool(s) 40'
- Questions and answers: 20'

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

5.3. TEST ACCESS (MANDATORY) FOR LOTS 1/3/4

Tenderers must submit in their technical offer, 4 free user test accesses (from admin side and user interface sides) with a minimum validity of 5 days from activation by WOAH staff.



5.4. 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 **4 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, with exception of the demonstration, that can be delivered in French if the tenderer wishes so. The written documents, graphic documents, plans, and offers must be written in English and the discussions during the negotiation meetings can be conducted in English or French. If the documents provided by a tenderer are not written in English, they must be accompanied by a translation into English.

5.5. AWARDED 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.



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



6. ANNEX A1 - 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 the production of optimized organization and tools for WOAHA conferences/ events: (the “Purpose”).
2. 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.
3. This Undertaking shall be effective as of the 29 July 2024. The obligations of Recipient under this Undertaking shall survive until such time as all Confidential Information of WOAHA disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient. The obligation to hold information in confidence as required by Article 6, and the provisions of Articles 8, 10, and 11, shall survive any expiration of this Undertaking.
4. Nothing in this Undertaking shall obligate either party to proceed with any definitive agreement or other arrangement between them or to enter into any subsequent agreements. Each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Undertaking.
5. "**Confidential Information**" means any information, whether or not marked as "Confidential", disclosed by 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.
6. 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).
7. 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).
8. 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.



9. 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.
10. 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.
11. 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:
.....
.....

Entity name:



7. ANNEX A2 - DECLARATION OF INTEGRITY

Negotiated Procedure: EC/NP2024/1

..... (the 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:

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.



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The Tenderer acknowledges and agrees that WOAH reserves the right to check the above-mentioned declarations and to request further information to its satisfaction, and undertakes to provide documentary evidence upon request. The Tenderer further acknowledges that failure to disclose relevant information or a false statement may result in the disqualification of the Tenderer from the tendering process, the withdrawal of any proposition of a Contract by WOAH, or the termination with immediate effect of the Contract if it has already been awarded.

Entity name:

Address:

Name and Title of duly authorized representative:

Date:

Signature:



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8. ANNEX A3 - FINANCIAL AND ECONOMIC CAPACITY ASSESSMENT

Call for tender n°	EC/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

	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 authorized representative:

Date:

Signature: