

ORGANISATION FOR ECONOMIC CO- OPERATION AND DEVELOPMENT (OECD)

CALL FOR TENDERS

SUPPLIER FOR THE PROVISION OF AN E-SOURCING TOOL

LOT 1: SOURCING MODULE

LOT 2: CONTRACT MODULE

The deadline date for the receipt of Letter of Application is the **23 December 2022 at 23:59 (Paris time)**.

The deadline date for receipt of offers is **06 January 2023 at 23:59 (Paris time)**.

Preamble

The OECD brings together the governments of [countries committed to democracy and the market economy](#) from around the world to:

- Support sustainable economic growth
- Boost employment
- Raise living standards
- Maintain financial stability
- Assist other countries' economic development
- Contribute to growth in world trade

The OECD also shares expertise and exchanges views with more than **100 other countries and economies**, from [Brazil](#), [China](#), and [India](#) to the least developed countries in Africa.

Fast facts

Established: 1961

Location: Paris, France

Membership: 38

Budget: EUR 421 million (2020)

Secretariat staff: 3300

Secretary-General: [Mathias Cormann](#)

Publications: 250 new titles/year

Official languages: English/French

Monitoring, Analysing and Forecasting

For over 60 years, the Organisation for Economic Co-operation and Development (OECD, hereinafter referred to as “OECD” or “Organisation”) has provided statistical, economic and social data comparable with the most important and most reliable in the world. In addition to its collection of data, the OECD monitors trends, analysis, and forecasts economic developments. The Organisation studies changes and developments in trade, environment, agriculture, technology, taxation and more.

The Organisation provides a setting where governments can compare their experiences in developing public policies, seek answers to common problems, identify good practices and coordinate both domestic and international policies.

Enlargement and Key Partners

The Organisation has open accession discussions with Argentina, Brazil, Bulgaria, Croatia, Peru and Romania, and is also reinforcing its engagement with its Key Partners – China, India, Indonesia and South Africa.

Publishing

The OECD is one of the world's largest publishers in the fields of economics and public policy. [OECD publications](#) are a prime vehicle for disseminating the Organisation's intellectual output, both on paper and online.

Publications are available through the OECD Network Environment ([O.N.E](#)) for government officials, through OECD iLibrary for researchers and students in institutions, corporate, subscribed to our online library for individuals who wish to browse titles free-of-charge and also to purchase publications.

Instructions to tenderers

1. - PURPOSE AND OBJECT OF THE CALL FOR TENDER

As part of its procurement activities, the OECD wishes to select a supplier for the use of an e-Sourcing tool, including the identification of requirements and suppliers, the planning and management of competitive bidding procedures, and reporting functionalities. The OECD Corporate Procurement Group (CPG) presents below the detailed specifications for the angles of functionalities and roles by the example of user stories.

The Call for Tender is divided in two Lots:

Lot 1: Sourcing module

Lot 2: Contract module

These two components are the subject of separate lots. Lots may be awarded separately, but bids from suppliers able to provide a competitive overall offer will be welcome.

The prices proposed may depend on the awarding of one or both lots. Applicants have the option of bidding for one or both lots.

2. TERMS AND CONDITIONS OF CALL FOR TENDER

2.1. Composition of the Call for Tender

The documentation relating to the Call for Tender includes the following parts:

- a) Instructions to Tenderers;
- b) Terms of Reference;
- c) User stories
- d) Letter of Application;
- e) Call for Tender Declaration;
- f) Minimum General Conditions for OECD Contracts;
- g) Annexes

2.2. Tenders

All Tenders will be treated as binding for the Tenderer and the Tenderer shall consequently issue in response to this Call for Tender a Letter of Application and a Declaration dated and signed, in accordance with Article 3.2 below.

2.3. Duration of Tender validity

Tenders shall remain valid for one hundred and eighty (180) calendar days, as from the start of the testing phase.

2.4. Additional information

Should any problems of interpretation arise in the course of drawing up the Tender documents, Tenderers may submit their questions to 61a32ad2.groups.oecd.org@fr.teams.ms no later than three (3) calendar days before the deadline for the receipt of Tenders. All Tenderers will be informed of the answers given to such questions.

2.5. Communication

All communication relating to this Call for Tender shall be done directly to the email address outlined in 2.4. To ensure fairness and transparency, **the Organisation reserves the right to reject any Tender documents where the Tenderer has had direct contact with other OECD personnel outside the Corporate Procurement Group.**

2.6. Acceptance and rejection of Tenders

There is no obligation on the part of the Organisation to accept any Tender or part thereof that is received in response to the Call for Tender, as further specified in 3.1.

The OECD reserves the right at its sole discretion and without indemnity or justification:

1. To accept Tenders that may present any technical, formal or other defect that it considers non-substantial
2. To reject
 - any Tender received, especially those that are illegible, conditional, vague, or incomplete, that do not contain the required information, or that do not conform to the instructions provided or that contain false information
 - any Tender received after the deadline for receipt of Tenders

2.7. Modification or cancellation of Call for Tender

The Organisation reserves the right to modify or cancel all or part of the Call for Tender, should the need arise, without having to justify its actions and without such action conferring any right to compensation in favour of the Tenderers.

2.8. Partnerships

Partnerships must jointly meet the requirements set out in the Call for Tender. Each partner must also meet administrative requirements individually. In case of joint-venture or consortium, a contract shall be concluded with the leading entity only. The composition of the partnership must not be altered without the prior written consent of the OECD. The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to OECD.

2.9. Subcontracting

Any subcontracting is subject to the prior written approval of the OECD.

All subcontractors must be eligible for the contract and cannot be in any of the situations listed in these instructions to tenderers. In the event of doubt, OECD may request documentary evidence that the subcontractor is not in a situation of exclusion as mentioned in the letter and declaration.

2.10. Extension of the deadline for receipt of Tenders

The OECD reserves the right to extend the deadline for receipt of the Tenders. In that case, all the Tenderer's and Organisation's rights and duties and in particular Article 2.3 above will be subject to this new deadline.

2.11. Costs and Expenses

Tenders are not paid. No reimbursement of expenses related to the preparation of any Tender will be made by the OECD.

Kindly note that OECD **does not charge any fee at any stage of its procurement process** (vendor registration, tender submission). Tenderers shall be advised that OECD does not use procurement agents. Any approach by a third party claiming to be an official agent from OECD should be reported to OECD Corporate Procurement Group immediately at corporate.procurement@oecd.org

2.12. Confidentiality

The Call for Tender and any further information communicated to the potential Tenderers or which come to their knowledge in the course of the Call for Tender and the performance of the work are confidential and are strictly dedicated to the purpose of the Call for Tender. The OECD reserves the right to request to have all documents and information and copies, regardless of the format, to be returned at the end of the Call for Tender process or to receive a written attestation that they have been destroyed.

3. - PRESENTATION, SUBMISSION AND CONTENTS OF TENDERS

3.1. Tender presentation, conditions for submission and acceptance or rejection of Tenders

Tenders shall be drafted entirely in English or French, and shall be received by the Organisation before the deadline to 61a32ad2.groups.oecd.org@fr.teams.ms

Kindly note that financial offers shall be sent to the email address mentioned above with password protection. In case of financial offers sent without password protection, the offer may be rejected. The password shall be requested by an official from OECD in case of technical acceptance of the tender.

The date and time before which to return the Tenders are given in these Instructions Tenders which do not fully comply with the Technical Specifications/Terms of Reference may, at the sole discretion of the Organisation, be rejected and returned to the Tenderer if applicable. Tenders which are received by the Organisation after the deadline specified above as well as Tenders which do not fully comply with the Technical Specifications/Terms of Reference may, at the sole discretion of the Organisation, be rejected.

Please note that there are two deadlines in this tender, one for receipt of: A Letter of Application, signed by the Tenderer. A template is annexed to this Call for Tender, which contains all of the necessary information.

Another deadline is for receipt of offer as described in article 3.2.

3.2. Contents of the Tender

Tenderers must provide:

- A Letter of Application, signed by the Tenderer. A template is annexed to this Call for Tender, which contains all of the necessary information;
- A Declaration signed by the Tenderer. A template is annexed to this Call for Tender, which contains all of the necessary information;
- Annexes C and E duly filled and signed;
- Moreover, the Tenderer shall provide, to the extent possible and where applicable, certificate(s) identifying the Tenderer, including its name, legal form, address, registration number or equivalent, date of registration, areas of activity and number of employees.

Please note that the Tenderer, ***should it be shortlisted***, may be asked to provide the following:

- Any relevant existing agreements with intermediaries or third parties;
- Financial information for the last three (3) years;
- Proof of completed legal obligations with regards to tax declarations and payments in its home country and all the requisite certificates to that effect.

3.3. Financial Conditions

Prices quoted in the Tender must include all costs necessary for the complete execution of an eventual contract (i.e. insurance, transport, guarantees, etc.). Charges for items essential to execution of the contract and not identified in the Tender will be borne by the Tenderer.

All prices must be in Euros excluding VAT, unless otherwise requested by the Organisation.

Tenderers are requested to provide a cost breakdown in their financial offer.

The OECD will aim for fix prices for a period of 5 years, corresponding to the maximum duration of the contract.

Kindly note that financial offers shall be sent to the email address mentioned in article 3.1. with password protection. In case of financial offers sent without password protection, the offer may be rejected. The password shall be requested by an official from OECD in case of technical acceptance of the tender.

4. – QUESTIONS AND ANSWERS SESSION/INTERVIEWS/DEMO SESSIONS/

A question and answer session (hereinafter referred to as “Q and A’s session”) will be organized with each individual bidder that requests for a session. Kindly note that sessions may be recorded and shall last for a maximum of **30 minutes per bidder**. Questions raised during the session shall be advertised at a later stage. Q and A’s session shall take place virtually with a software that is compatible with OECD IT policy. Kindly note that Q and A’s slots shall take place during the following slots:

- 1- 19 December 2022 between 14:00 and 18:00 Paris local time;
- 2- 20 December 2022 between 16:00 and 18:00 Paris local time ; and
- 3- 21 December 2022 between 09:00 and 15:00 Paris local time.

Therefore bidders are kindly requested to register their interest latest by **16 December 2022 18:00 Paris local time**.

The Organisation will require a demonstration of the product features in a demo session as part of the evaluation process.

5. – SELECTION CRITERIA

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, the selection criteria will be applied to the consortium as a whole unless specified otherwise. The offers received will be assessed according to the following criteria:

- **Functional coverage [25 points]**
 - High-level Requirement described in the Terms of Reference – User stories shall be covered with evidence.
- **Adoption test [25 points]**
 - Stakeholders identified in the Terms of reference will run test to assure that the high-level requirements are covered during a play-role trial period.
- **Financial offer [50 points]**
 - Non-recurring costs (eg. Consulting, change requests, implementation)
 - Recurring costs (e.g licenses, maintenance, hosting)

The overall technical score of this Call for Tender is 50 points.

The technical threshold is set to 30 points out of 50. The technical threshold corresponds to the minimum level of technical quality that a proposal shall demonstrate in order to be shortlisted.

The financial score will be based on the lowest offer that has passed the technical threshold and will be calculated on a pro-rata basis for the other candidates.

6. - INFORMATION TO TENDERERS

All Tenderers will be informed, whenever possible, of the decision taken on their Tenders or in the event that the Call for Tender has been cancelled.

Terms of Reference

1. INTRODUCTION

Since 2014 the OECD uses an external e-Procurement tool to centralise its competitive procurement processes.

The platform is used by the OECD's Corporate Procurement Group and by the Economic Operators (suppliers, candidates). Users can benefit of the following services:

Corporate Procurement Group (CPG):

- A collaborative e-Procurement environment for preparing and publishing competitive procurement process' documentation
- Management of the preparation and publication of questions and answers
- Generation of reports, statistics on documents downloaded, etc.
- Possibility to publish Expression of Interest (Eoi)
- Possibility to publish competitive procurement processes for all types of procedures

Economic Operators:

- Free electronic access to all publicly available competitive procurement processes and Eoi
- Download of documents in the available language versions
- Consultation of available questions and answers and possibility to ask new questions
- Email alerts about new competitive procurement processes published
- Online technical support

For information, 150+ competitive processes were conducted by the OECD in 2022. Each year more than 400 contracts are created and managed by CPG in the existing ERP system (SAP/SRM).

CPG consists of 8 Procurement users and 4 Legal users. An organisation wide adoption may require up to 100-200 stakeholder users.

2. TERMS OF THE TENDER

The bidder shall propose:

- a two hour online demonstration of the functional capabilities of their solution (see article 4 and 5) - The Functional Coverage
- 180 days testing phase of the solution (see article 2.3; 4; and 5), that shall commence not later than 4 weeks after offer submission. - The Adoption Test

3. KEY TECHNICAL REQUIREMENTS, ACTIVITIES AND METHODS OF WORKING

The solution shall comply with all requirements set forth in the Instructions to Tenderers and its annexes, namely:

- 1- Annex A - Architecture Requirements & Guidelines
- 2- Annex B Bidder Cyber Security Practices

- 3- Annex C - Bidder Cyber Security Practices Response
- 4- Annex D - Cloud Compliance Requirements
- 5- Annex E - Cloud Compliance Evidence Response
- 6- Annex F – Solution Security Requirements

4. FUNCTIONAL REQUIREMENT

The functional requirement as described in the users stories has to be fulfilled.

1. Developments

The bidders shall describe the possibility for integration with other systems (ERP, etc).

The solution must respect the OECD's Data Protection Rules as described in the Annex.

User Stories

An established standard practice of communicating the requirements of a software system is the description of high-level requirements in the form of user stories.

We have identified 5 unique stakeholder roles in the process which is to be supported by the e-sourcing tool:

1. The Category Manager (i.e. the Project manager of the sourcing process customer department)
2. The Buyer/Procurement Officer
3. The Bidder/Supplier
4. The Procurement Manager
5. The Admin
6. Contract Administrator

In the following we will set out the respective user stories.

The Category Manager

As a Category Manager/Project Manager, I would like to be able to access the procurement tool and be able to see where the tender process status is. I understand I may not have access to detailed information and to the tender *per se*, however having an overview of the process, through *e.g. a GANTT chart* would allow me to follow-up with the procurement officer on my specific requirement.

From a contract management perspective, I would like a tool that allows me to easily manage my contracts, identify when a contract extension or a new procurement exercise is needed. Also I would like

to be able to interact with my supplier throughout the contract implementation. The supplier should also be able to insert all the information related to the implementation of the contract, in the system.

The Buyer/Procurement Officer

As a buyer, I want to be able to log on to the service with my personalized account, allowing me to set my preferences on which projects I would like to follow, and which tasks pertain to my project and to me personally.

I am an expert in sourcing events so when I create an event, I want to have the option to customize the tender documentation fully in an easy to use, straight forward interface. I want to be able to build up the tender documents containing attachments, questions, drop down or alternative answers, yes/no type questions, and value field. Upon that I want to be able to set a weighting and evaluation grid which should enable automatic scoring of answers by their weighting criteria.

It is important for me that I can create Lots so that I can award the optimal supplier combination in different scenarios.

When I have projects that are similar or I have found an optimal project structure after running some projects, I want to be able to save my project and tender structure for the future so I can make use of it or promote it to other colleagues through a copy or template like mechanism.

This could include automatically adding suppliers that registered to the platform and have set their capabilities to matching categories. Alternatively, I want to select the suppliers and manually add them to an event.

Once the tender document is ready, I want to be able to have it approved by different stakeholders like my manager or the internal customer/category manager responsible for the specification.

If a project is created by the category manager, I want to be able to find it easily by means of bookmark or hyperlink and change it easily, as to say I want to have buyer rights on any project and tender documentation. When I receive a request for approval from the category manager for their tender documentation (ToR) I want to be able to easily approve it or reject it with comments.

I want to work in a teamworking fashion with my stakeholders, so that they and I can make changes to the documentation at any time without going through a check-out or downloading procedure. When I have question and I ask for clarification, I would like to be able to send a tasks through the system that the other person can check and accept or reject.

After all necessary approvals and iterations to the tender documentation, I launch the event by setting a deadline manually. It could be nice if the system would do launch with a pre-set standard deadline after the last approval is done. There should be the possibility to allow for a grace period in case of technical problems. The submission deadline may be modified by me during the process if necessary.

The system should then send out a notification to the suppliers I have added to the event. If the suppliers are new and are not registered to the system, the system recognises this and sends an appropriate communication for the suppliers to register with some basic data to identify them. Alternatively, suppliers should be able to pass bids without performing a registration.

To be up to date on my projects I may want to set standard reminders on my open tasks like questions coming in from suppliers, which are then forward to my indicated email or Teams channel.

If such questions come in, I am responding to them easily, marking them as checked and if necessary, publicly give the answer to all bidders. My colleagues and team members can see the status of the questions and my last action performed on them.

The system helps me to automatically remind bidders of approaching deadlines or questions/tasks they still have. The same goes for my team members in case of approvals or open tasks.

During the bidding period I can see who is working on a response and who has provided one. I can comment on any qualitative responses to questionnaires I see coming in and possibly score them already. This includes re-evaluation of proposals and versioning of offers.

Finally, after the event is closed, I see a synthetic summary of the bids, possibly already ranked by autoscoring. I want to have the possibility to export in another format (Word, Excel...) and analyse offers offline.

For any assessment needed from additional scorers I can now get their scoring, as the system has automatically already alerted them.

After clarification with the scorers, I can either conclude the bidding round or launch another round based on in depth technical feedback (shortlisting). After finalization of the assessment, I can perform a BAFO or finance only round to establish a final ranking.

The final ranking and complete dossier, I will forward for approval to my senior stakeholders.

After their approval I am accepting the latest offer for award.

The other participants are informed of the conclusion of the competitive bidding process. I can easily now extract the ranking and depersonalise it for an individual supplier debrief.

The contract team is automatically informed of the award and a contract reference is created in the system entailing all necessary contractual and commercial data.

I should also be able to cancel a competitive procurement process declared unsuccessful.

The Bidder/Supplier

As a bidder, I would like to have an easy-to-use procurement tool, that would allow me to have an overview of all my employees registered in the system and also be able to deactivate some users, in case it is necessary. For example, if an employee is not working in my company anymore, I would need to be able to deactivate his/her account. If I have to create an account I would like to do it on any email, if I should forget the password there should be an easy way to reobtain it by click of a button or telephone call. I would like to do the online registration and be allowed to access all documents via an individualised dashboard.

I would like to search for tenders through a category product that my company works with.

I would like to be warned of any CFT published of interest for me by email.

I would like to be able to see the status of the tender, e.g. if the tender was awarded, if it is under evaluation.

As a supplier, I would like a tool that allows me to easily insert information about my contract implementation, identify when I have specific deadlines to meet. Also I would like to be able to interact with the project manager throughout the contract implementation. I should also be able to insert all the information related to the implementation of the contract in the system.

I would like to - register and/or update the information related to my account (at least: name, address, company number, category of purchases/products and contact data and any other mandatory information as required) directly in the system. I want to receive the tender information in a straightforward and easy way. If possible, I want to immediately see what the possible value of the contract is, how long the engagement would be.

I would like to set preferences in the system to either get or not get reminders for tenders that fall in my area of expertise.

I would also like to have the possibility to do an online completion of information and possible integration of documents to be completed, with the possibility of preparing documents offline. Possibility to fill in and save information before it is submitted to the system.

I want to download the tender information in a package or have an easy way to forward it to stakeholder members in my team like engineers, legal, finance and sales ops teams.

Anyway I want to be able to add members from my team in an easy way and if necessary give them roles as to what they can do or see. I want to submit an online response, regardless of the nature, name, size and number of files transmitted.

The requirements for the tender especially submission deadlines or certain phases of the project (technical, financial) assessment should be transparent to me. I want to have options to do tick marks and checkboxes quickly but also always to include my files with the offer document.

I do not want to accept any conditions prior to seeing what the tender is about.

During the bidding phase the I want to have an intuitive clarity to what is asked from me. In case of technical difficulties, a support team for the system is available to help me, largely taking this burden away from the customer,

In the event of non-response to the invitation to tender, I want to indicate the reason why.

After I have provided my submission I want to see clearly that it has been accepted and when the next phase of negotiations is going to be.

I would like my tender to be inaccessible until the deadline for submission, in compliance with confidentiality and the regulations in force, in the interests of fairness and transparency.

I would like to have the possibility to modify its first proposal online after negotiation, if requested and authorized by the procurement officer.

Finally I want to receive an official order document giving me security that I have won.

In case I have not won it should be transparent what my ranking is so I can try to improve my offer or succeed next time. For a next time I want to make use of all answers I have replied to already (copy, paste or pre-fill)

The Procurement Manager

As a Manager I want to be able to log on the system with my personal account information, from any web browser, device or network at any time.

I want to be able to see, sort and filter current projects to get an idea where they stand vis a vis their next milestones.

I would also like to see some key data which could help me to know if it is a complex (e.g. big team size) or high stake/high value project.

I want to be able to filter by buyer as to be able to quickly assess the charge and upcoming milestones of any buyer or also stakeholder department.

If a team is seeking my approval for certain task I quickly find the information I need to assess this request and approve it in a fast way or be able to deny the approval send the task back in case things need changing. Then I want to be created quickly new tasks to either my N+1 or other stakeholder departments.

Finally, I want all data and meta data to flow easily from the system by means of a standardized interface (rest-API) into a system of my choice enabling me to create all kinds of queries and reports there.

The system should automatically generate of the minutes of opening of tenders (summary document of the tenders received sent to the me after opening of the tenders).

The Data & Reporting Officer

I would like to have the possibility to import lists saved outside the system and integrate them directly into the online list of potential bidders (word, excel, or other format to be specified).

I would like to have the possibility to track all information: connection, saving and modification of online documents being the minimum expected.

I would have the possibility to create or use reports on all datas and activities of the platform

I expect to have access to logs and other information of any kind in case of technical failure, with my eSourcing tool and contracts

I expect to be in position to retrieve any meta data any time, archived in the system following OECD archiving policies.

The contract coordinator

I need to organise my work by client groups as I have different requirements for contracts by my different internal or external clients.

In there I want to see any tasks or actions I have on any of my contract projects. Preferably there should be a ranking by priority for the tasks at hand. By the title, the client and the priority I can have good assessment at glance to understand what my charge is.

When opening a contract, I can see a history of all tasks and discussion around it. For example, I see the internal comments on a contract document and I can open the attached document to see the details. I can either approve a task in case I am happy and agree with the wording. Or can propose alternative text and leave the task open for the next person to change the wording.

Finally, I also want to see when a task for agreement of a contract goes out to supplier or customer and what their return, all in one place. Like this I can at all times give information on what the last comments on a contract were and what the status is, for example waiting on internal or external feedback.

Also having the entire internal approval chain visible in one process installs trust in those stakeholder who are the signatories to the contract.

Once the contract is signed, I can follow up on any meta data which could interest me to my stakeholders, like review dates, termination periods or effective dates.

I except any meta data to be exported and/or integrated to other existing systems, such as data on contracts and bidders.

The meta data fields need to be customizable, possibly via templates, so that I can have the meta data that really interests me per contract type.

Later I want to search quickly on all possible types of meta data maybe also certain types of contractual content, like force majeure clauses.

When I have an old signed contract pdf somewhere, I want to easily load it into the system and the system should analyze the content and extract the meta data automatically for my review

As an essence I want to have reminders and be made aware of any upcoming deadlines like contract renewals I need to be aware of or that I can use to do my planning. For that it would be great if stakeholders could put placeholders in the system so the know and I know when they expect a review to take place.

Letter of Application

Call for Tender for 'PROVISION OF AN E-SOURCING TOOL

As part of the offer in response to this Call for Tender, the Tenderer (company or individual) shall declare on oath the following:

- I. The conditions for tendering as set out in ToR and adjacent documents are accepted
- II. The person signing the offer does have the authority to commit the Tenderer to a legally binding offer;
- III. The Tenderer accepts all the Minimum General Terms and Conditions without any modification.
If there is an exception, please state the exception and the rationale for that exception at the time of submission of the offer.
- IV. The Tenderer, or each of the partners in the case of a partnership, has fulfilled all its legal obligations with regards to tax declarations and payments in its home country and must supply all the requisite certificates to that effect.

On .. / .. / ..

Signature

Declaration

Call for Tender for 'PROVISION OF AN E-SOURCING TOOL'

As part of the offer in response to this Call for Tender '*PROVISION OF AN E-SOURCING TOOL*', the Bidder (company or individual) shall declare on oath the following:

- i. That it is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- ii. That neither the Bidder nor any persons having powers of representation, decision making or control over the Bidder have been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;
- iii. That neither the Bidder nor any persons having powers of representation, decision making or control over it have been the subject of a final judgment or a final administrative decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings or any other illegal activity detrimental to the interests or reputation of the OECD, its members or its donors;
- iv. That neither the Bidder nor any persons having powers of representation, decision making or control over it have been the subject of a final judgement or of a final administrative decision for an irregularity affecting the financial interest of the OECD, its members or its donors;
- v. That it has not been the subject of a final judgement or of a final administrative decision establishing that it has created an entity under a different jurisdiction with the intention to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
- vi. That it has not been created with the intention described in point v) above as established by a final judgment or a final administrative decision;
- vii. That it is not guilty of misrepresentation in supplying the information required as a condition of participation in this Call for Tender or fail to supply this information;
- viii. That it adheres to the highest ethical and business responsibility standards and complies with all applicable national and international rules relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights, environmental protection, sustainable development, tax compliance, anti-bribery and anti-corruption;

- ix. That it has not been employed by the OECD as official staff within the six (6) months prior to the submission of the offer of the Call for Tender;
- x. That it is not subject to a conflict of interest;
- xi. That its employees, if applicable, and any person involved in the execution of the work to be performed under the present Call for Tender are regularly employed according to national laws to which it is subject and that it fully complies with laws and regulations in force in terms of social security and labor law;
- xii. That 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 or the execution of the contract.

I, the undersigned, on behalf of the Bidder (company or individual), understand and acknowledge that the OECD may decide not to award the contract to a Bidder who is one of the situations indicated above. I further recognise that the Organisation may terminate for default any contract awarded to a Bidder who during the award procedure had been guilty of misrepresentation in supplying, or fail to supply, the information requested above.

Date .. / .. / ..
Signature

Name
Job title

MINIMUM GENERAL CONDITIONS FOR OECD CONTRACTS

The following articles constitute of the minimum general conditions of the contract to be signed between the OECD and the Contractor to whom the contract would be awarded following the Call for Tender (the “Contract”). These minimum general conditions are not exclusive and will be modified and/or complemented with additional conditions in the Contract.

ARTICLE 1 – GOODS OR SERVICES

The goods and/or services provided under the Contract (hereinafter “The Work”) shall strictly comply with the standards mentioned in the Terms of Reference. It is expressly agreed that the Contractor shall perform the Work in strict accordance with all standards or, where no such standards have yet been formulated, the authoritative standards of the profession will be the applicable norms.

ARTICLE 2 - PRICES

Prices charged by the Contractor for the Work shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustment authorised in the Contract.

ARTICLE 3 - PAYMENTS AND TAXES

Payment will be made in Euros unless agreed otherwise by the Organisation.

In case the Contractor is located outside of France, the Organisation may be exempted from taxation, including from sales tax and value added tax (V.A.T.). Therefore, the Contractor shall not charge any such tax to the Organisation. All other taxes of any nature whatsoever are the responsibility of the Contractor.

In other cases, the prices shall be indicated exclusive of tax. If the amounts payable to the Contractor for the Work are subject to value added tax (V.A.T.), the Contractor's invoice will show the applicable V.A.T. rate and corresponding amount on the invoices, as well as the total amount before and after such tax.

ARTICLE 4 - DELAY IN EXECUTION

The Contractor shall perform the Work in accordance with the time schedule and the terms specified in the Contract, this being an essential element of the Contract. Any delay will entitle the Organisation to claim the payment of penalties as negotiated between the Contractor and the Organisation.

ARTICLE 5 - ACCESS TO THE PREMISES AND SYSTEMS

If the Work requires at any time the presence of the Contractor and/or of the Contractor's employees, agents or representatives ("Personnel") on the premises of the Organisation and/or access to the OECD's systems, they shall observe all applicable rules of the Organisation, in particular security rules, which the Organisation may enforce by taking any measures that it considers necessary.

ARTICLE 6 - IMPLEMENTATION OF THE WORK

The Contractor shall undertake that the Work be performed by the individual(s) named in the Contract or otherwise agreed in writing by the Organisation. The Contractor may not replace said individual(s) by others, without the prior written consent of the Organisation.

ARTICLE 7 - AUTHORITY

The Contractor shall hereby declare having all rights and full authority to enter into the Contract and to be in possession of all licences, permits (including work permits for Contractor's Personnel) and property rights, in particular intellectual property rights, necessary for the performance of the Contract.

ARTICLE 8 - LIABILITY AND INSURANCE

The Contractor shall indemnify the Organisation and its personnel against any and all claims, losses, damages, costs or liabilities of any nature whatsoever, including those of third parties, arising directly or indirectly out of or in connection with the Contractor's performance or breach of the Contract.

The Contractor declares that it has subscribed to the necessary insurance policies with one or more insurance companies known to be creditworthy in order to cover its civil liability for all risks arising out of or in connection with its activity and the performance of the present Contract, as well as any physical, material or immaterial damage, whether consecutive or not, regardless of its nature.

The Contractor shall provide evidence of such insurance policies upon the first demand of the Organisation, by providing a certificate of insurance issued by its insurer(s).

The said insurance certificate cannot be issued any earlier than six months prior to the date of signature of the present Contract. Neither the scope nor the amounts of the coverage shall constitute a limitation of the Contractor's civil liability.

The Contractor guarantees that itself and any third party companies it may use under the said Contract have subscribed to an insurance company known to be of good repute and that they will remain the holders, throughout the term of the present Contract, of insurance policies covering all risks inherent in or relating to their activities.

The Contractor undertakes, in the event that the coverage limit of its insurance is inadequate, to compensate from its own funds the surplus due in order to settle a claim for which it is responsible.

ARTICLE 9 - REPRESENTATIVES

Neither the Contractor nor any of its Personnel (including but not limited to its experts, employees, agents or representatives):

- shall in any capacity be considered as members of the staff, employees or representatives of the Organisation;
- shall have any power to commit the Organisation in respect of any obligation or expenditure whatsoever;
- shall have any claim to any advantage, payment, reimbursement, exemption or service not stipulated in the Contract. In particular and without limitation, it is understood that neither the Contractor, nor any of the Contractor's Personnel may in any manner claim the benefit of the privileges and immunities enjoyed by the Organisation or by its personnel.

ARTICLE 10 - INTELLECTUAL PROPERTY

The results and products, both intermediate and final, of the Work carried out in performance of the Contract, including all intellectual property rights arising therefrom, shall belong exclusively to the Organisation. These rights shall vest in the Organisation as and when the Work is created, or if this is not legally possible, be assigned to the Organisation by the Contractor throughout the world, on a perpetual basis.

As exclusive owner of the Work, the OECD shall enjoy full rights over it, including (but not limited to) the right to license, publish, display, represent, reproduce, adapt, translate, modify, create derivative work, sell, exploit, administer, use and dispose of the Work and to retain any and all benefit, revenue and income accruing therefrom, without the prior written consent of the Contractor being required. In particular, the OECD may freely decide to publish or not the Work (and/or any adaptation thereof).

All right in the Contractor's pre-existing proprietary intellectual property included in the results and products of the Work shall remain with the Contractor. If the Work includes any pre-existing materials owned by the Contractor, the Contractor shall grant to the OECD a perpetual, irrevocable, non-exclusive, sub-licensable, worldwide and royalty-free licence to use such materials as part of the Work.

The Contractor shall warrant that the results and products of the Work do not infringe the intellectual property or other rights of any third parties.

The Contractor shall not use the OECD name and/or logo without the prior written consent of the OECD.

ARTICLE 11 - TRANSFER OF RIGHTS OR OBLIGATIONS

The Contractor shall not transfer to any third party any rights or obligations under this Contract, in whole or in part, or sub-contract any part of the Work, except with the prior written consent of the Organisation.

ARTICLE 12 - TERMINATION

Without prejudice to any other remedy for breach of Contract the Organisation may claim, the Organisation shall reserve the right to terminate the Contract without any prior notice or indemnity:

- i) in the event of failure by the Contractor to comply with any of its obligations under the Contract; and/or
- ii) if the Contractor, in the judgment of the Organisation, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

The Organisation shall also reserve the right to terminate the Contract, in whole or in part, at any time for its convenience, by written notice sent through registered mail with recorded delivery to the Contractor. The notice shall specify that termination is for the Organisation's convenience, the extent to which Work of the Contractor under the Contract has been completed, and the date upon which such termination becomes effective. The Work that is complete on receipt of notice by the Contractor shall be accepted by the Organisation, at the Contract terms and prices. For the remaining, the Organisation may elect:

- i) To have any portion completed at the Contract terms and prices; and/or;
- ii) To cancel the remainder and pay to the Contractor the amount corresponding to the completed work.

ARTICLE 13 – FINANCIAL INFORMATION

During the Contract and at least seven years after its termination, the Contractor shall:

- i). Keep financial accounting documents concerning the Contract and the Work ;
- ii). Make available to the Organisation or any other entity designated by the Organisation, upon request, all relevant financial information, including statements of accounts concerning the Contract and the Work, whether they are executed by the Contractor or by any of its subcontractors.

The Organisation or any other entity designated by the Organisation shall be entitled to undertake, including on the spot, checks related to the Contract and/or the Work.

ARTICLE 14 – ETHICAL PRACTICES

Having due regard to the nature and purposes of the OECD as an international organisation, the Contractor shall adhere to the highest ethical and business responsibility standards. In particular, the Contractor shall comply with (and shall ensure that its Personnel complies with) all applicable national and international rules relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights, environmental protection, sustainable development, tax compliance, anti-bribery and anti-corruption.

OECD staff may not accept, directly or indirectly, any gratuity, gift, favour, loan or anything of monetary value. In addition, OECD expects its suppliers/providers to never put the Organisation or one of its staff members in an ethically unacceptable situation by offering gifts or hospitality of any kind.

ARTICLE 15 - ARBITRATION CLAUSE

Given the status of the Organisation as an international organisation, the Parties shall specifically agree that their rights and obligations shall be governed exclusively by the terms and conditions of the Contract.

Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Paris (France). The Parties shall expressly renounce their right to seek the

annulment or setting-aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the Parties shall expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings in accordance with this clause.

Nothing in the Contract shall be construed as a waiver of the privileges and immunities that the OECD enjoys as an international organisation.

ARTICLE 16 – CONFIDENTIALITY

Any information, on any medium whatsoever, sent to the Contractor to which the Contractor obtains access on account of the Contract, shall be held confidential. In consequence, the Contractor shall not disclose such information without the written prior consent of the Organisation. The Contractor shall ensure that the Contractor's Personnel is expressly bound by and respect the provisions of the present clause.

ARTICLE 17 – PERSONAL DATA PROTECTION

In the Contract, the following terms shall have the meanings set out below:

- i) "Applicable Data Protection Regulation" means the OECD Data Protection Rules and any data privacy or data protection law or regulation that apply to the Processing of Personal Data by the Contractor;
- ii) "OECD Data Protection Rules" means the OECD internal rules on data protection, which are the only rules governing Personal Data protection that are applicable to the OECD. They are currently set out in the Decision of the Secretary-General on the protection of individuals with regard to the processing of their personal data, Annex XII of the Staff Regulations, Rules and Instructions applicable to Officials of the Organisation. A copy of the OECD Data Protection Rules has been provided to the Contractor;
- iii) "Personal Data" means any information relating to an identified or identifiable individual, Processed under or otherwise in connection with the Contract;
- iv) "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, theft of, or access to, Personal Data transmitted, stored or otherwise Processed, and any other incident impacting the availability, integrity or confidentiality of the Personal Data;
- v) "Processing" means any operation which is performed on the Personal Data whether or not by automated means; "Process/Processed" shall be construed accordingly.

As an independent intergovernmental organisation, the OECD is not subject to any national or regional legislation, and the only rules governing personal data protection that are applicable to the OECD are the OECD Data Protection Rules. In respect of the Processing, the OECD will comply with the OECD Data Protection Rules and the Contractor will comply with the Applicable Data Protection Regulation.