



Open Call for Tender Procedure No. 4850

SPECIFICATIONS

TRAINING MANAGEMENT SYSTEM

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PROCEDURE

Open Call for Tender

REFERENCE

CONT/4850

SUBJECT

TRAINING MANAGEMENT SYSTEM

DEADLINE FOR QUESTIONS

5 Mars 2019 at 5 p.m. Paris time

DEADLINE FOR SUBMISSION OF BIDS

15 mars 2019 at 5 p.m. Paris time

**DOCUMENTS OF THE PRESENT
SPECIFICATIONS**

**Submission procedure;
Administrative Specifications;
Appendices**

I – SUBMISSION PROCEDURE

II – ADMINISTRATIVE SPECIFICATIONS

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I. SUBMISSIONS PROCEDURE

1 DEFINITIONS

Administrative Specifications	:	The general and specific Administrative Specifications which set out the administrative provisions specific to this Contract.
Bidder / Tenderer	:	Any person or group of persons, submitting a bid with a view to providing Goods and/or Services whose features are listed in the Technical Specifications.
Candidate	:	Any natural or artificial person, selling and/or providing Services which receives the Specifications from the Organization.
Consultation File	:	Refers to the whole file received by Candidates. The Consultation File contains all the items required for this call for tenders, in particular the Specifications, in which they should find all the necessary information for drafting their bid. Any other item handed out to the Candidates by the Organization as part of this invitation to bid, irrespective of the time at which it is passed on, is considered as part of the Consultation File.
Contract	:	Contract having as its objective to govern the relations between the Organization and Contractor with respect to the provision of Goods and/or Services selected by the Organization.
Contractor	:	Person who then signs a Contract with the Organization for all or part of the Transaction.
Organization	:	The ICPO-INTERPOL, an international organisation with headquarters at 200 quai Charles de Gaulle, 69006 Lyon (France), a legal entity governed by public international law benefiting from headquarters agreements with several countries and full legal capacity to enter into contractual agreements and to take part in court proceedings.
Services	:	Services required by the Organization under this open call for tender so as to achieve the objective thereof.
Solution	:	A training management system and/or a learning management system.
Technical Specifications	:	The Technical Specifications laying down the technical provisions of the Contract. The Technical Specifications contain the requirements giving a specific description of the Services to be provided and enables the Organization to monitor the execution of the Contract and that the Goods and/or Services are being correctly provided.
Transaction	:	Refers to the contractual whole as described in article "Provisions governing the Transaction".

2 PURPOSE OF THE CALL FOR TENDERS

The Organization is launching this open call for tenders with a view to the conclusion and execution of one or more framework contract/contracts, the objective of which is to implement a training management system (TMS) in order to have a centralised location for the organization and storing of all information related to the Organization’s external training activities delivered to the 194 Member countries and a learning management system, as in details described in the Technical Specifications.

INTERPOL also manages a LMS which learning content is not designed today to be delivered through mobile devices. An integrated solution TMS + LMS would be preferred over a solution that would plug the TMS and our current LMS.

Overall objectives of the call:

1. Standardize law enforcement training activities for Member countries processed by INTERPOL course managers and instructors through a single system including a TMS, a LMS and mobile app.
2. Ease up the course managers and instructors training and administrative tasks
3. Avoid duplication of efforts internally and externally by giving visibility on planned events
4. Generate reliable corporate statistics.

LOTS	SERVICES	FIGURES YEAR 1	FIGURES YEAR 5
Lot 1 (main lot)	TMS (Training Management System)	Key users (course managers and instructors): 100 Training courses: 300 Course participants: 7,000	Key users (course managers and instructors): 150 Training courses: 400 Participants: 10,000
Lot 2 (Lot 1 + TMS)	LMS (online learning capabilities)	Users: 10,000 Courses completed: 15,000 (online courses have an average length of 45’) 80 online courses	Users: 15,000 Courses completed: 30,000 (online courses have an average length of 45’) 160 online courses
Lot 3 (Lots 1 + 2 + LMS)	LMS content of Lot 2 available on Mobile Application	Same users than above Short modules completed: 1,000 100 online modules	Same users than above Short modules completed: 30,000 300 online modules

The Tenderer may submit bids for any of the lots (a fully integrated solution TMS + LMS + App) would be an asset):

- Lot 1: Training Management System, as further described in the Technical Specifications.

- Lot 2: Lot 1 + Learning Management System, as further described in the Technical Specifications.
- Lot 3: Lots 1 & 2 + the training content from the Learning Management System above accessible on mobile applications, as further described in the Technical Specifications.

The Tenderer must clearly specify for which Lot(s) it submit its bid. It should be noted that submission of one lot only is not eliminatory and that the Organization reserves the right to accept a single lot or certain lots only.

As described in Appendix 3 – Financial Grid, the Tenderer must submit two financial offers:

For purchased solutions “on premise”, bidders are encouraged to propose all of the 3 offers with the precise costs.

For rented solutions as “Saas”, bidders must propose all of the following 3 offers with estimated costs:

- Lot 1
- Lot 1 and 2
- Lot 1, 2 and 3.

3 CONDITIONS OF THE CALL FOR TENDERS

3.1 Validity of the bids

The Tenderer’s offer should remain valid for **90 days** starting from deadline for the submission of the bids set out below.

3.2 Additional information

During the open call for bids procedure and up until the Organisation starts discussions with one or several Tenderers, the latter shall refrain from contacting the personnel of the Organisation.

The Procurement and Contract Management Unit is the sole representative of the Organisation authorised to answer any questions Tenderers may wish to ask with the sole aim of obtaining additional technical, legal or administrative explanations, namely should they observe contradictions or omissions in the Specifications. Tenderers should send their questions using the e-tendering platform (<https://procurement-icpo.omnikles.com>). Questions may be asked up until 5 March 2019 **at 5 p.m. (Paris Time)**.

In order to ensure fairness, any information given to one Candidate shall be immediately passed on to all the others. Likewise, during assessment of the bids, the Organization may request additional information from Bidders.

3.3 Modification or cancellation of the call for tenders

The Organization is not bound to follow up the bid. It reserves the right, at all times and at its entire discretion, without having to justify its decision, to cancel the present call for bids, to ask for a change in the bid or communicate to Tenderers any modifications or corrections to the information relating to its needs. It 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.

Any modifications/corrections of the needs will be advertised on the e-tendering platform (<https://procurement-icpo.omnikles.com>). Candidates who have downloaded the Specifications from the e-tendering platform shall be invited to connect to the e-tendering platform each time new information is advertised.

The Bidders shall acknowledge receipt of the modifications/corrections within one (1) working day after the notification by the Organization.

Should any major changes occur, the Organization reserves itself the right to extend the deadline to allow sufficient time for Bidders to respond depending on the importance of the modifications/corrections. The fact that the Organization decides not to extend the deadline does not entitle Bidders to claim any compensation or to any form of complain whatsoever.

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

3.4 Organization's rights

The Organization reserves itself the right to:

- ▶ Qualify, accept or reject any or all Bidders as deemed to be the interest of the Organization;
- ▶ Accept or reject any exception taken by the Bidder to the terms and conditions of the Specifications;
- ▶ Seek clarification from the Bidders about questions during the evaluation process; and/or
- ▶ Reject any Bidder who do not answer questions asked by the Organization during the evaluation process.

3.5 Ownership of Bids

All bids and accompanying documentation submitted by the Bidders in the framework of this open call for tenders are considered as the property of the Organization and will not be returned.

3.6 Language of the Specifications

Regardless of the language in which the Specifications are issued to Bidders, only the English version is deemed authentic.

3.7 Confidentiality

All information, regardless of its medium, sent to Candidates or which Candidates may access for the call for tenders hereof, is confidential and may not be used for any purposes other than the submission of a bid. The Organization reserves the right to have this information returned at the end of the call for tenders.

4 SUBMITTING BIDS

Candidates shall have two options to submit their bid: either they send it via postal mail or by electronic means. Both options are further described below.

Candidates shall send their bid only **once**, using **one** (and only one) of the two methods described below.

4.1 Postal Submission of Bids

The envelope must contain three further closed envelopes, marked with the words **“Do not open – Open call for tenders – CONT/4850, “first inside envelope”, “second inside envelope” and “third inside envelope”** respectively; these together constitute the overall bid.

1. The first inside envelope shall contain all the information and items requested in the documents entitled "Administrative Information" and "Candidate's Declaration" included in the Appendix to these Administrative Specifications and which shall be duly signed by the Bidder.

Whenever administrative documents are not available in an official language of the Organization, they shall be submitted in their original language together with a certified translation in English.

The Specifications, initialled and signed by the Bidder, will also be enclosed in the first inside envelope.

The envelope shall be marked **“First inside envelope: Administrative items”**. The administrative bid shall be submitted in one original copy.

2. The second inside envelope must contain the technical bid and any information, other than that contained in the first and third envelope, which is part of the bid. The technical bid shall be submitted in two (2) original copies, in English. The technical bid shall not contain any financial data.

The envelope shall be marked **“Second inside envelope: Technical bid”**.

3. The third inside envelope must contain the financial bid. The financial bid shall be submitted in one original copy, in English.

The envelope shall be marked **“Third inside envelope: Financial bid”**.

The overall bid, made up of the administrative items (first envelope), the technical bid (second envelope) and the financial bid (third envelope) shall all be inserted into the same envelope on which the following words are stamped **“Do not open – Training Management System –CONT/4850”** and sent by registered post or remitted in person against receipt:

INTERPOL

Procurement and Contract Management Department
200, quai Charles de Gaulle
69006 LYON – France

Bidders shall write down their contact details on the overall bud.

The technical and financial documents will also be submitted in computerized format as a CD-ROM. With a view to facilitating assessment of the bids, PDF format will not be accepted.

4.2 Electronic Submission of Bids

4.2.1 General remarks

With a view to simplifying processes, the Organization invites Candidates to submit their bid via the e-tendering platform <https://procurement-icpo.omnikles.com>

The Candidate shall upload three files on the platform:

- ▶ « First file – Administrative items »
- ▶ « Second file – Technical bid »
- ▶ « Third file – Financial bid »

These three files shall constitute the bid.

1. The **first file** shall contain all the information and items requested in the documents entitled "Administrative Information" and "Candidate's Declaration" included in the Appendix to these Administrative Specifications and which shall be duly signed by the Bidder.
2. The **second file** must contain the technical bid and any information, other than that contained in the first and third file, which is part of the bid. No financial data shall be included in this bid.
3. The **third file** must contain the financial bid

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

- ▶ To limit your bid at 70Mo,
- ▶ Favor the following formats .doc / .rtf / .pdf / .xls / zip
- ▶ Avoid using other formats such as ".exe"
- ▶ Avoid using certain tools such as "macros"
- ▶ Check all files for viruses before uploading them on the platform
- ▶ Favor Internet Explorer or even Mozilla Firefox to upload bids (better compatibility with technology used)

Selected Bidder(s) will be required to sign contracts in paper format.

4.2.2 Support

For further information and assistance with respect to downloading files and submitting bids, please address your communications to the company maintaining the system either by telephone +33 (0) 8 25 00 13 26 (0.15 EUR TTC/mn) or by e-mail support-okmarche@omnikles.com

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

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

NO ASSISTANCE SHALL BE PROVIDED ON THE DAY OF THE SUBMISSION OF THE BIDS.

Bids sent by fax or in any other form than that mentioned above will be systematically rejected.

5 SUBMISSION CONDITIONS FOR THE BIDS

5.1 Deadline for the submission of the bids

Bids are to be **received** by the Organization **before 15 mars 2019 at 5:00 p.m. (Paris time), regardless of postmark or the date the e-mail was received**. Non-compliance with this deadline shall incur rejection of the Candidate's bid.

Nevertheless, the Organization reserves the right to extend this deadline.

5.2 Language of the bids

The bids must be written in **English**.

6 ANALYSIS OF BIDS

During the bid analysis period, the Organization may proceed in two stages:

- ▶ First stage: drawing up of a shortlist

The Organization may ask Bidders as many details as it deems necessary to properly understand and analyse their bid. Bidders not answering questions or not providing sufficient details shall have their bid rejected.

Once the details have been obtained and the bids analysed, the Organization shall draw up a shortlist of Bidders with the most suitable bids from a technical point of view. This shortlist shall be drafted at the entire discretion of the Organization without the Bidders being able to dispute it in any way whatsoever.

- ▶ Second stage: defence of the bids

Once the shortlist has been established, the Organization may invite the shortlisted Bidders to further present their proposed solution, if necessary.

The Organization shall give the details of this stage in due time. These presentations will either take place at the Organization's headquarters in Lyon, France or via videoconference.

During this presentation, Bidders should:

- ▶ promote the major assets of their bid with respect to the needs of the Organization as expressed in the Technical Specifications,
- ▶ prove that their bid satisfies the expectations and needs of the Organization as expressed in the Technical Specifications.

Bidders should be capable to express themselves in English.

7 SELECTION CRITERIA

The bids shall be selected according to the following selection criteria:

Functional and Technical part: 70 %

Financial part: 30 %

7.1 Technical and functional selection criteria for Lot 1 (Training Management System “TMS”)

- ▶ Compliance with the Technical Specifications including but not limited to:
 - System as a service (SaaS),
 - Cloud-hosting,
 - Language support,
 - System and technical requirements,
 - Time necessary to implement the Solution.

7.2 Technical and functional selection criteria for Lot 2 (Learning Management System “LMS”)

- ▶ Compliance with the Technical Specifications including but not limited to:
 - System as a service (SaaS),
 - Cloud-hosting,
 - Time necessary to implement the Solution.

2 options:

1. In case an integrated LMS joined to the TMS is available: flexibility in Solution Customizations.
2. In case an integrated LMS is not available: Flexibility at integration of the TMS with the Organization’s current LMS (I-Le@rn)

7.3 Technical and functional selection criteria for Lot 3 (LMS available on Mobile Application)

- Learning content from the current or proposed LMS accessible to https users.

All bids will be evaluated using the same criteria.

8 CONCLUSION OF THE TRANSACTION

The Transaction shall consist of the Contract signed with the Contractor, the full Specifications and the Bidder’s bid. The Contract will be presented by the Organization and written in English or French.

The Contract is only formed once its text has been signed by the Contractor and by the authorized representative(s) of the Organization. Only written agreements shall bind the Organization. Failing an agreement, each party is entitled to withdraw without incurring any liability, namely financial.

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

The Contract shall be awarded for twelve months from entry into force, renewable for identical periods unless terminated by either Party with prior notice. In any event, the maximum duration of the Contract shall be five years.

9 EX POST PUBLICATION

The Contractor agrees that after a signature of the Contract with the Organization for all or part of the Transaction, the Organization may publish the results of the Call for bids on the Organization's website and/or the Supplement to the Official Journal of the European Union dedicated to European procurement or any other media, as decided by the Organization. The information published may include the name, country of incorporation (for legal entities) or of residence (for physical persons) and the object of the Contract.

The Contractor acknowledge that the publication of the results of the Call for bids confirms the suitability of the Contractor's goods and/or services in meeting the Organization's present needs and does not in any way endorse them.

II. ADMINISTRATIVE SPECIFICATIONS

A. GENERAL CONDITIONS

These Administrative Specifications include the general and specific conditions to which all Candidates/Bidders/Contractor shall be subject for the provision of services of this call for bids.

10 VALIDITY CONDITIONS FOR THE TENDERS

10.1 Co-contracting/Sub-contracting

Any Bidder will be able to respond to this call for tenders on the basis of a co-contracting arrangement with another Tenderer, subject to the provision that both Tenderers fulfil all the criteria of the call for tenders.

Within this framework, Bidders shall make a joint bid by appointing an individual of the grouping who will be the sole interlocutor of the Organization, in particular as far as the sending in and payment of bills is concerned.

In this context, the contractor making a bid on a co-contracting basis shall act be jointly and severally liable with regard to the Organization.

Furthermore, and without prejudice to what is stated above, any Bidder may respond to this call for tenders with the intention of sub-contracting certain Services. The sub-contractors concerned must accordingly respond to the call for tenders along with the Tenderer and provide all the items required in this document.

In this respect, the Contractor shall be jointly and severally liable for the Services provided by his sub-contractors.

10.2 Information and administrative documents

The Bidders as well as all the Sub-contractors presented to the Organization by the Tenderers should fill in the documents entitled "Administrative information – Declaration by applicant" featured in the Appendix.

In its offer, the Bidder should describe its organisation, indicate its headquarters and/or main establishment, mention its nationality, any locations and more generally all information liable to contribute to its characterisation.

The Bidder shall provide information relating to the insurance policy covering its activities (professional insurance)

The Bidder shall also describe its experience in the execution of Transactions of the same type and its technical qualifications to fulfil it and transmit all references it deems useful to the Organization.

The Bidder shall inform the Organization at the earliest opportunity, both before delivery of Services and during the whole period linking it to the Organization, of any changes to one of these features emerging during execution of the Contract and referring in particular to:

- ▶ The people empowered to make commitments on its behalf;
- ▶ Their legal status;
- ▶ Their corporate name and designation;
- ▶ Their nationality;
- ▶ Their head-office and other establishments;
- ▶ The amount of their authorized capital;
- ▶ the groups in which it participates, when such groups are involved in the execution of the Contract,
- ▶ information relating to the insurance policy covering its activities,
- ▶ its experience in the execution of transactions of the same type and its technical qualifications to fulfil it and transmit all references it deems useful to the Organization.

10.3 Exclusionary clause

The following artificial or natural persons may not participate in the call for tenders procedure or be the Tenderer of a Transaction persons who:

- a) Are in a state of or undergoing bankruptcy, liquidation, receivership or preventive composition, suspension of activities or any similar situation resulting from a similar procedure in national legislation and regulations,
- b) Have been condemned by a last appeal ruling for any offence implicating their professional conduct,
- c) In professional terms, have committed a serious fault, observed by any means available,
- d) Have not fulfilled applicable social and fiscal obligations,
- e) Are guilty of false statements when providing information required for their participation in this call for tenders,
- f) Who are, within the framework of the call for tenders hereof, in an exclusion situation as set out in the "Ethical Clause" article.
- g) have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the financial interests of the project;
- h) are subject to a conflict of interest.

10.4 Ethical clause

Any attempts by a Bidder to procure confidential information, make illicit agreements with its competitors or influence the personnel of the Organization during the bid investigation, clarification, assessment and comparison procedure shall cause the rejection of its submission without prejudice to the other rights of the Organization.

Without prior written authorization of the Organization, the Contractor and his staff and any other company with which the Contractor is linked or associated, is not empowered, even on an indirect basis or via sub-contracting, to provide Services, carry out work or furnish supplies other than those explicitly provided for as part of the project concerned.

The Contractor shall act on all occasions with impartiality and as a loyal adviser. He shall refrain from making public statements concerning the Contract, even for publicity purposes, without the prior written approval of the Organization.

Without prejudice to the fact that the Organization could not be bound in whatever way to these statements, the Bidder and/or the Contractor shall be responsible for any resulting damage.

The Contractor and his staff are required **not** to disclose the nature of their work during the duration of the Contract and after its completion. All the reports received or drawn up by the Contractor within the framework of the execution of the Contract are confidential. In this respect, the Contractor shall guarantee that his staff are aware of and comply with this obligation.

The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. Were the Contractor to forfeit his independence, the Organization may, as a consequence, rescind the Contract without prior warning and without the Contractor being able to claim any severance payment, and this without effect on the other rights of the Organization.

10.5 Compliance with the Specifications

10.5.1 Technical compliance and variants

The Tenderer should present a bid that complies with the Specifications from a service and organizational point of view.

However, the Organization shall not, in principle, reject submissions proposing variants with respect to the Specifications or dispensations from their stipulations insofar as they do not distort the project in its conception and in its objective.

Tenderers that present a variant with respect to the purpose of the Transaction are required to present a bid that complies with the basic solution and present the variant separately from the basic solution to which it relates.

10.5.2 Legal compliance

The Tenderer is informed that one of the decisive conditions for the Organization for the conclusion and execution of the Transaction is acceptance of the terms of the Specifications hereof by the Tenderer, regarding the nature and scope of its commitments and responsibility.

The very act of responding to the call for tenders hereon, implies that the Tenderer accepts **unconditionally** the terms of the Specifications which shall be an integral part of the Contract to be drawn up between the parties.

<p>As such, the Tenderer shall enclose a dated, initialled and signed copy of the Specifications with its bid.</p>

10.6 Content of the bids

10.6.1 Representation

The Tenderer shall indicate in its bid the person authorised to represent it and act as the interface with the Organization for the purpose of the call for tenders hereof.

10.6.2 Services

The Tenderer should clearly describe, in detail, the Services to be provided in order to respond as effectively as possible to the call for tenders hereon.

The Tenderer should namely specify in its offer:

- ▶ The price as detailed as possible and with a clear indication of optional services;
- ▶ Its rights on software or, in the absence of rights, the identity of the rights owner as well as the scope of rights conceded to INTERPOL as the beneficiary of the Solution.
- ▶ The content, duration and conditions of execution of all Services proposed (e.g. delivery deadlines, installation, integration, training, documentation, maintenance, etc.);
- ▶ All information relating to the installation and good use of the Solution;
- ▶ All information regarding the maintenance of the Solution, and the Service Level Agreement proposed;
- ▶ The scalability of the Solution proposed;
- ▶ Services that it intends to provide through subcontractor if any; and
- ▶ Upgrades.

11 NEGOTIATION AND CONCLUSION OF THE TRANSACTION

11.1 Questions of the Tenderer

If the Tenderer believes that the Technical Specifications do not provide all necessary indications to respond properly to the call for tenders hereon, or states certain conditions that may potentially hinder its fulfilment in the best possible conditions or do not require certain goods and/or services indispensable to do so, the Tenderer is required to ask any necessary questions to the Organization's representative designated as the project coordinator and/or inform him or her of the solutions it deems to be more appropriate while justifying its proposals.

11.2 Discussions

The Organization reserves the right to discuss with the Tenderers, without these discussions being considered, in any way whatsoever, as a desire to conclude the Transaction with the Tenderers. With respect to this and until the effective signing of the Contract, the Organization is liable to stop any negotiations. This suspension of discussions shall not, under any circumstances, entitle the Tenderer to claim any compensation.

11.3 Results of the Call for Tenders

After examination of the offers, the Organization shall inform the Tenderer of the result of the call for tenders. The decision of the Organization shall be imposed on the Tenderer without the latter being entitled to discuss it.

The Tenderer may not claim any compensation or indemnities for expenses paid with a view to elaborating and submitting its bid, or during any discussions with the Organization.

Neither the Organization nor any of its managers, employees, agents or representatives may be held responsible for any loss or damage, in any form whatsoever, directly or indirectly suffered by the Tenderer or any third parties by their participation in the call for tenders hereof, regardless of its outcome.

12 GENERAL OBLIGATIONS OF THE CONTRACTOR

The Contractor undertakes to comply with all of the obligations incumbent upon it by virtue of the documents governing the performance of the Contract and the applicable laws and regulations in force, including those stipulated in this article.

All obligations set out below are essential for the Organization, without which it shall not accept the Transaction.

12.1 Certificate of worthiness

The person empowered to commit the Contractor must formally declare that:

- ▶ The Company is under neither judicial supervision nor judicial receivership and is not subject to any other similar procedure;
- ▶ Neither they, nor any other of the Company managers whether, statutory or de facto managers, are subject to personal bankruptcy nor any prohibition or disqualification measures; and
- ▶ The Company is in compliance with its tax and corporate obligations.

12.2 Single Window

The Contractor shall communicate, within 15 (fifteen) days before commissioning, the contact details (telephone, fax and e-mail address) of the single window to be contacted in the event of partial or total disruption to the functioning of the Solution.

12.3 Representation

The Tenderer shall indicate in its bid the person authorised to represent it and act as the interface with the Organization for the purpose of the call for tenders hereon.

12.4 Observation of laws and regulations

The Contractor is considered to have acted in compliance with and have observed all applicable laws and regulations. It is required to have satisfied its fiscal and social obligations. It alone shall bear the consequences in case of breach.

12.5 Insurance

The Contractor is required to take out insurance cover from a reputable solvent insurance company. Insurance certificates must be provided to the Organization **before** the conclusion of the Contract and prior notification must be given to the Organization of each amendment to the policy without delay. Furthermore, the Contractor immediately undertakes on the request by the Organization to communicate all evidence of payment of premiums relating to such changes.

It is understood that the communication of this insurance policy cannot be taken to mean the exclusion or limitation of the contractual liability with respect to the Organization. Any exclusion or limitation of the Contractor being expressly excluded, except in cases set out in a limitative manner, i.e. (i) where the exclusive fault of the Organization is duly being established, (ii) in the event of *force majeure*, (iii) if due to a third party.

Concerning the risks of accident of any kind as well as possibility of theft, loss or damage on the site of the Organization, the Contractor shall waive all possible recourse against the Organization and his insurers.

12.6 Liability

The Contractor is alone liable for the pecuniary consequences of all material and corporal damage that itself, its representatives, the Organization or its personnel or third parties may bear during the execution of the Transaction, both inside and outside the Organization.

Contractually, the liability of the Contractor will be limited to the sum of the Contract.

If the Contractor fails to fulfil its obligations, the Organization shall be entitled, in case of emergency, and after having summoned the Contractor to fulfil its obligations within 48 (forty eight) hours and this summons remaining without effect, to proceed itself or contract a third party to proceed with the steps to remedy this deficiency, to the exclusive expense of the Contractor, without prejudice to its other rights.

Notwithstanding this intervention, the Contractor, after validation of operations undertaken by the Organization, shall remain fully liable for their consequences should they be prejudicial to the Organization as well as its obligations concerning the warranty.

12.7 Obligation to inform and advise

For the effective execution of the Transaction, the Contractor has a general obligation to assist, advise and warn the Organization. As such, it should provide any advice it deems useful on the choice and execution terms of the Services covered by the call for bids hereof.

The Contractor also commits itself to suggest to the Organization any improvement that would render the performance of the Services more efficient and that fully meets the needs of the Organization as expressed in the Technical Specifications.

12.8 Compatibility and technical compliance

12.8.1 Compatibility with the environment

The Contractor hereby declares that it has received all useful information and that it has proceeded to run all checks and verifications required to satisfy the purpose of this call for tenders/Contract in accordance with the needs of the Organization as described in the Technical Specifications.

The Contractor hereby declares that it is aware of all of the technical resources held by the Organization and deems such resources sufficient for the fulfilment of the purpose of this call for tenders/Contract.

Should the Bidder have any doubt as to the technical compliance, the latter undertakes to request any further information from the Organization which it deems necessary in accordance with article 3.2 of the Submission Procedure.

The Organization undertakes to inform the Contractor of all modifications of the environment described in the Technical Specifications.

12.8.2 Compatibility with applicable standards

The Solution proposed by the Bidder shall comply with laws and regulations relating to applications applicable to each site.

12.9 Coordination

The Contractor designates a coordinator which acts as its representative with respect to the Organization. It should agree with the Organization on the operations to be conducted together and, generally speaking, do nothing that may jeopardise the coordination of all the operations.

The Contractor and the Organization commit themselves to allocate sufficient and available personnel to the fulfilment of the Transaction. The Contractor's staff shall meet the highest standards of professionalism.

If, during the fulfilment of the Services, a difficulty were to arise, the Contractor undertakes to inform the Organization as rapidly as possible and proceed with the operations needed to remedy it as quickly as possible without prejudice to other rights of the Organization.

12.10 Crisis meetings

In the case of serious or recurrent problems, or in the case of a major incident, the Organization shall invite the Contractor to attend a crisis meeting as quickly as possible, independently of all on-going action taken by the Contractor to solve these problems.

The Contractor should formally present the action taken, the results obtained, the consequences resulting from malfunctions and the corrective action it has scheduled to avoid the reoccurrence of problems responsible for the crisis meeting.

12.11 Resources made available

The Contractor shall allocate to the fulfilment of its obligations all means necessary, in terms of labour and equipment, for the correct fulfilment of the Transaction and shall ensure the durable employment of its intervening personnel.

12.12 Licensing agreements & authorization

Should the acquisition, export, import or installation of any product, service and technical information depend on the obtaining by the Contractor of a licence or authorization from the competent authorities, it shall be required to take the necessary steps at its own expense to obtain them.

12.13 Subcontracting, Cession, Transfer

The Contractor is not authorized to sub-contract or transfer the provision of any service whatsoever, without the prior express written authorization of the Organization.

The Contractor shall remain responsible for managing all sub-contracting agreements he concludes.

The Contractor's commitments under the terms of the present call for bids/Contract apply to his subcontractors under the same conditions and according to the same procedures. The Contractor therefore undertakes to ensure that his sub-contractors observe these clauses. Should any of Contractor's subcontractors breach the clauses of the present Contract, the Contractor shall be held personally responsible by the Organization for any such breach.

The Contractor shall remain entirely responsible vis-à-vis the Organization for the provision of all the Services covered by the call for bids/ Contract and within the limits defined by the present call for bids/Contract.

The Contractor shall have all its sub-contractors approved by the Organization before starting to provide any of the Services covered by the present call for bids/ Contract. The Organization reserves the right to reject one or more sub-contractors proposed by the Contractor without having to justify its decision.

13 PERSONNEL

Within a time limit of fifteen (15) days as of notification and before beginning to execute the Contract, the Contractor must submit a sworn statement indicating whether or not, for the provision of Services he will be working with foreign employees and, should this be the case, confirm that these employees are or will be authorized to work in the country.

The Contractor expressly undertakes to ensure that the employees hired for the provision of the Services set out in the Contract are legally employed with respect to laws and regulations applicable, especially as far as undeclared labour, the employment of foreigners without a residence permit, illegitimate loan or subcontracting of labour are concerned.

The Contractor shall expressly declare he is fully acquainted with all the legislation concerning his activities in terms of safety, hygiene and environmental protection, in particular laws, regulations, decrees and circulars and to make it his business to enforce these stipulations.

Moreover, it is incumbent upon him to take all the necessary measures to ensure the complete safety of his staff, including himself and any person acting on his account, during the provision of Services.

14 SALE, TRANSFER AND MERGER

The Contractor is not authorised to sell off or transfer to any third parties all or part of its rights and/or obligations set out in the Contract, without prior, formal and written approval of the Organization. The Contractor guarantees compliance with the obligations set out in the Contract by third parties and ensures compliance with their execution.

Should the Contractor disappear through a merger with another company, it is specified that the finalising of a rider clause covering the transfer is subject to immediate receipt by the person in charge of the Transaction of the official document confirming the merger decision and justification of its legal registration.

The Organization reserves the right to terminate the Contract in the case of disagreement over the new organisation of the Contractor.

15 USE OF THE ORGANIZATION'S DISTINCTIVE SIGNS

In exceptional cases, the Organization may authorize a third party to use its distinctive signs (i.e. its).

Written authorization can only be given by the Organization's Secretary General.

In any event, authorization to use the Organization's distinctive signs is limited as follows:

- ▶ Authorization is given for a specific, identified project;
- ▶ The duration of the authorization is specified;
- ▶ Authorization does not confer any exclusive rights; and
- ▶ The authorization specifies that the Organization's signs may not be modified or adapted.

Where appropriate, all media (e.g. documents, films) must be submitted to the Organization for approval **before** publication.

The Organization may automatically revoke entitlement to use its distinctive signs if it transpires that the project for which the Organization has given its agreement is likely to prejudice its reputation or image.

16 FORM OF NOTIFICATIONS AND COMMUNICATIONS

When notification of a decision or a communication by the Organization sets down a deadline, this document is validly notified to the Contractor either at its address indicated in the Contract, by registered letter or by fax, either directly to itself or to its authorised representative. In the case of personal handing over of the information, the notification or communication is confirmed by a receipt or signature by the Contractor.

Communications from the Contractor to the Organization to which it intends to establish a definite date are addressed by fax or handed over with receipt to the authorised representative of the Organization.

Specifications on the Post Office's registered mail book of the place of sending, the fax receipt or signature by the recipient confirm receipt of the notification. Their date is confirmed as the date of notification or of the communication.

17 BREACH IN CONTRACTUAL RELATIONS

17.1 Rightful rescission

All or part of the Contract is rightfully rescinded by simple written notification from either of the Parties without it being necessary to proceed with any other formalities and without the other Party or its beneficiaries being entitled to claim any compensation whatsoever, if one of the following events were to arise:

- a. The Contractor is in breach of the "Confidentiality" article, the "Security Measures" article or the "Insurance" article;
- b. In the case of sale, merger or transfer; or
- c. The Contractor undergoes a collective procedure (receivership or liquidation, etc.) or any other measure with similar effects, unless sufficient guarantees are provided to the Organization.

Rescission of the Contract, fully or partly, by the Organization does not affect its other rights.

Notwithstanding the suspension of all or part of the Contract, regardless of the cause, all stipulations designed to survive the expiry/termination/resolution of the Contract, namely the confidentiality clauses and dispute resolution mechanisms, remain binding.

The effect of rescission shall be to return the Parties to the situations in which they found themselves on the day the Contract was concluded, without prejudice to any damages the Organization may claim.

The services rendered remain the Organization's property.

The Contractor undertakes to restore the situation to that which prevailed on the day the Contract was signed.

Rescission of the Contract, fully or partly, by the Organization does not affect its other rights.

Notwithstanding the suspension of all or part of the Contract, regardless of the cause, all stipulations designed to survive the expiry/termination/resolution of the Contract, namely the confidentiality clauses and dispute resolution mechanisms, remain binding.

17.2 Termination for breach

All or part of the Contract is rightfully terminated by simple written notification from either of the Parties without it being necessary to proceed with any other formalities and without the other Party or its beneficiaries being entitled to claim any compensation whatsoever, if one of the following events were to arise:

- a. In application of the "Penalties for Late Fulfilment" Article; or

- b. In case of partial or total non-fulfilment by the Contractor of one of its contractual obligations following a notification by registered letter remaining without effect fifteen (15) days after its receipt.

Termination of the Contract shall not cancel work performed since its entry into force.

The right to invoke this clause is optional. The Parties remain free not to claim the benefit of termination and may continue with the Contract, without this being interpreted as relinquishment of their right to subsequently plead a breach of the Contract, or any other breaches of a similar nature.

Notwithstanding the termination of all or part of the Contract, regardless of the cause, all stipulations designed to survive the termination of the Contract, namely the confidentiality clauses and dispute resolution mechanism, remain binding.

17.3 Termination without fault on the part of the Contractor

The Organization can, at all times, terminate the execution of the Services before their termination, after giving notice of fifteen (15) days by a decision to terminate the Contract notified by registered mail with acknowledgement of receipt.

The Contractor shall then be compensated by the Organization as per the terms to be defined in the Contract unless the Contract is terminated at the end of each twelve month period.

17.4 Termination in case of *force majeure*

Within the conditions set out in Article 20 of the Administrative Specifications, the Contract may be terminated for force majeure reasons.

18 NON-SOLICITATION

The Organization and the Contractor shall refrain, except in the case of a prior, written agreement, from directly or indirectly engaging an employee of the other party assigned to providing the Services covered by the present call for bids/Contract, even if any such solicitation is at the initiative of the said employee, and/or from taking that employee into its service under any status whatever.

The present clause shall apply throughout the implementation of the Contract and for a period of five (5) years following its completion.

Should one of the parties fail to respect this obligation, it undertakes to compensate the other party by paying an indemnity equal to six (6) months' basic salary of the employee concerned.

19 TOLERANCE

The fact of not having taken action at a given moment on any of the clauses of the Transaction does not imply renunciation of the said clause for the future.

20 FORCE MAJEURE

None of the parties shall be held liable for failure to perform an obligation as the result of a force majeure, defined as all unforeseeable, irresistible events, out of the control of the parties, and making

it momentarily impossible for them to fulfil their obligations. In the case of force majeure, the parties shall do their utmost to continue fulfilment of the Contract.

The party concerned shall immediately inform the other party in writing of the nature and the estimated length of the force majeure as well as of the actions it intends to undertake to minimize the consequences.

Should any suspension of work on the Contract last more than three (3) months, each of the parties shall be fully entitled to terminate the Contract without notice and without being able to claim any indemnity, by sending a registered letter with acknowledgement of receipt notifying the other party of its decision.

21 DISAGREEMENTS AND DISPUTES

Without prejudice to the rights of each party to request the competent judge to take urgent preventive measures, the parties undertake to seek an amicable solution to any disputes concerning the Transaction.

The party that believes that there is disagreement should notify the other party by registered mail with acknowledgement of receipt. After this letter, the parties shall meet to try to find an amicable settlement to the disagreement in question.

If they fail to come to an agreement within ten (10) days starting from receipt of the aforementioned registered letter, any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of the Contract, including its existence, validity or termination, or relating to the call for bids hereof shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties, as in effect on the date of the call for bids/Contract.

The number of arbitrators shall be one (1). The place of arbitration shall be Lyon, France.

The language to be used in the arbitral proceedings shall be French or English.

This agreement to arbitrate constitutes a waiver of any right to immunity from execution to which a party might otherwise be entitled; in particular it constitutes a waiver of the Organization's right to immunity from execution as provided for by the Headquarters Agreement signed with the Government of the French Republic and that entered into force on 1 September 2009; with respect to enforcement of any award rendered by an arbitral tribunal constituted pursuant to the Permanent Court of Arbitration Optional Rules cited above.

Any reference, either direct or indirect, to a national law or regulation in the Consultation File/Contract may not be construed as constituting acceptance of the applicability of such national law to the said Consultation File/Contract.

22 PROVISIONS GOVERNING THE TRANSACTION

The Transaction consists exclusively of the following documents, to the exclusion of any other commercial document (namely the Contractor's general sales terms):

- ▶ The Tenderer's offer and its annexes, if any,
- ▶ The entire Administrative Clauses and all documents to which they refer;
- ▶ The Technical Specifications with all their technical clauses and all documents to which they refer;
- ▶ The Contract and any rider clauses (Amendments) signed between the selected Contractor and the Organization;
- ▶ Potential amendments signed by the Organization and the Contractor.

In case of a contradiction or ambiguity as to the interpretation of these documents, these documents prevail over each other in the reverse order of that in which they are listed above.

B. SPECIFIC CONDITIONS

23 SPECIFIC OBLIGATIONS OF THE CONTRACTOR

23.1 Confidentiality

23.1.1 Definition

Any information and data communicated by the Organization to the Tenderer/Contractor or of which the Tenderer/Contractor has become aware, for whatever purpose, shall be considered confidential:

- a. All documents delivered to the Candidate/Bidder in relation with the present call for bids;
- b. All login credentials;
- c. Information of a personal nature concerning Organization officials;
- d. Information relating to all technology used (including hardware, software and documentation);
- e. All police information connected with Organization's activities, business, technical, operational, financial, or other similar information held by Organization;
- f. Identities of Organization's suppliers and sub-contractors;
- g. All intellectual property owned by Organization, including, without limitation, implementation tools and documentation; and
- h. All confidential or proprietary information belonging to Organization's member countries, law enforcement agencies, suppliers or business partners; irrespective of the nature of that information (know-how, methods, procedures, technical and installation data, manuals, training materials, etc.), of the type of support on which that information is held (handwritten or printed documents, computer files, samples, drawings, etc.), the means of transmission (written, oral, electronic, including networks and/or e-mail), and the form.

Conversely, only that information which has been specifically described by the Organization as being non-confidential shall be considered as such.

23.1.2 Handling of confidential information

Access to confidential information must be subject to accreditation.

Accreditation must be verified on every access to confidential information by technical means (nominal login credentials, for instance).

All access to confidential information must be audited; all events (successful or failed) must be logged, recorded, and securely stored on removable media every day for consultation by Organization. The log entry of each event must be kept available for consultation for thirty (30) days after the date of the event.

All confidential information must be stored in a secure environment. Backup media must be stored in a physically closed and locked environment (room, safe, etc.); access to this environment must be subject to prior authorization; the environment may only be accessed under the supervision of a manager or identified authorized personnel.

Confidential information must not be discussed or used in any public place (such as airports, hotels, train stations, etc.).

All confidential information must be backed up.

Every daily backup of all confidential information from the previous seven days must be recoverable.

Every weekly backup version of all confidential information from the previous four weeks must be recoverable.

Every item of confidential information must be referenced to a project or contract.

23.1.3 Ownership of confidential information

Subject to any rights held by third parties, any confidential information transmitted to the Candidate/Bidder/Contractor by the Organization, and any copies thereof, shall remain the property of the Organization.

It is expressly agreed between the Organization and the Candidate/Bidder/Contractor that the disclosure to the Candidate/Bidder/Contractor by the Organization of confidential information in application of the present clause shall not be interpreted as granting, either explicitly or implicitly, any rights to the Candidate/Bidder/Contractor (under a licence or by any other means) with regard to materials, inventions or discoveries covered by copyright or other literary and artistic ownership rights, brand names, or trade secrets.

23.1.4 Protection measures

The signature, existence and implementation of the present call for tenders shall be kept confidential by the Tenderer and the existence and execution of the Contract shall be kept confidential by the Contractor and shall not be divulged without prior written agreement from the Organization.

The Tenderer/Contractor undertakes to implement all appropriate measures to keep absolutely secret all confidential information to which it may have had access within the context of the present call for tenders and the Contract, and to prevent the theft, disclosure, unauthorized use or improper modification of such information.

The Tenderer/Contractor undertakes to ensure that information emanating from the Organization:

- a) Is protected and kept strictly confidential;
- b) Is disclosed only internally and solely on a need-to-know basis to members of its staff, and that it is only used by the latter for the purpose specified in the present call for tenders and in the Contract, and provided that each employee or agent to whom such confidential information is disclosed has been advised that the said information is confidential and has been instructed to apply restrictions which are at least substantially similar to those contained in Article 23.1.2. In this connection, the Tenderer/Contractor undertakes to implement the necessary measures *vis-à-vis* its staff to enable it to respect the undertakings given in application of the present clause;
- c) Is not used, either in whole or in part, in any context other than that of the present contract, without the prior written consent of Organization; and
- d) Is not disclosed, or rendered liable to disclosure, either directly or indirectly, notably through copying, to any third party, or to any persons other than those referred to in paragraph (b) above.

The Tenderer/Contractor shall be able, at the Organization's request, to provide evidence of the measures it has taken, or envisages taking, to guarantee the security of confidential information. An audit of these measures may be carried out by the Organization. The Organization may for example ask to consult the records kept to trace any copies, reproductions or duplicates of the confidential information.

The Candidates undertake to return to the Organization at any time on request, or at the latest at the end of the present call for tenders, any original document, copies or summaries of the Consultation File. The Candidates thus undertake to keep no copy, reproduction, or duplicate of confidential information, on any type of support whatsoever, at the end of the present call for tenders.

The Tenderer/Contractor undertakes not to use the knowledge it has acquired about the Organization to access, or assist third parties in accessing, the Organization's information or working methods.

The Tenderer/Contractor may not, under any circumstances, make reference to the Organization for publicity or other purposes without the Organization's express written agreement.

23.1.5 Violation of the present clause

The Tenderer/Contractor, recognizing that violation of this clause would have serious adverse consequences for the Organization, its officials, its Members, its co-contractors or any other party that might be concerned, herewith accepts an obligation to produce a specific result, non-compliance with which would oblige it to make good all consequences.

In the event of any violation of the present clause, the Tenderer/Contractor undertakes to notify the Organization without delay of the said violation by contacting the Head of Information Systems Security by email to the following address: isirt@interpol.int.

In this event, the Tenderer/Contractor undertakes to implement the necessary measures to recover the confidential information disclosed and to prevent any unauthorized processing, use or disclosure of the said information.

23.1.6 Sanctions

In the event of any violation of the obligations set out in the present clause, and without prejudice to any criminal liability incurred thereby, the Contract may be annulled due to the fault on the part of the Contractor as stipulated in article 16 of the present Administrative Specifications.

The Tenderer/Contractor recognizes that the damages payable in the event of a violation of the present clause might prove insufficient to cover all the damage suffered by the Organization.

23.1.7 Duration

The present clause shall apply for the duration of the call for tenders and the Contract and for a period of ten (10) years following its expiry or execution.

23.2 Security rules applicable on the Organization's premises

The Contractor undertakes to observe all security measures which the Organization imposes on it and about which it is informed in advance. The Contractor shall not be entitled to claim any extension of

the implementation period or any indemnity for any such a reason. Only the Organization may grant either an extension of the lead time or a suspension of the time limit for execution.

23.3 Technical suitability

The Contractor declares that he had access to all necessary information and carried out all verifications to fulfil the Contract in accordance with the Organization's requirements as expressed in the Specifications.

The Contractor declares that he is aware of the technical resources available to the Organization and considers these resources to be suitable for implementation of the Contract. If not, the Contractor is required to draw the Organization attention on the issues he has identified and is invited to propose solutions to bypass the said issues.

If the Contractor has any doubts concerning technical suitability, he undertakes to ask the Organization for any additional details he considers relevant.

The Contractor may recommend running the Solution on specific hardware.

The Organization shall alone decide whether or not to purchase the recommended hardware. If the Organization refuses to purchase the recommended hardware, the Contractor shall nevertheless deliver a solution meeting the requirements set out in the Specifications and in its bid.

In addition, should the Organization decide to purchase the recommended hardware, it reserves the right to contract a third party for the supply hereof.

23.4 Start-up assistance

The Contractor shall assist the Organization's team during start-up and installation of the Solution, so that these teams are fully capable of independently ensuring operation and use of the Solution.

Such assistance shall be accompanied by all relevant documents, instructions and manuals, in English or French, covering all aspects of the start-up, operation and use of the Solution.

Services to be delivered by the Contractor in this respect are further described in the Technical Specifications.

23.5 Transfer of skills

The Bidder shall submit an offer covering the training needs expressed in the Technical Specifications.

24 EXCLUSION OF TAXES AND CUSTOM DUTIES

In accordance with the Headquarters Agreement entered into force on 1 September 2009 between the Organization and the French government, the Organization is authorized, under certain conditions, to request the reimbursement of "taxes on turnover" (French term: "taxes sur le chiffre d'affaires") payable to the national budget and levied on large scale purchases of movable property or services intended for the performance of the Organization's administrative, scientific or technical functions and for the publication of documents relating to its activities (Article 12 of the Headquarters agreement).

In this respect, the attention of the Contractor is drawn to the need of providing the Organization with a bill enabling it to claim the reimbursement of taxes or to carry out any other procedure with respect to the French administrative authorities.

Finally, in accordance with European Council Directives 2006/112/EC and 2008/118/EC, the Organization is exempt from excise duty and turnover tax on goods and services purchased within the European Union. This is not applicable to goods and services purchased within France for which the provisions of the Headquarters Agreement with France shall prevail.

As such, Contractors in this situation are invited to provide invoices excluding VAT.

25 INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

25.1 With respect for software for the Solution

The Contractor shall guarantee the Organization against any action or objection raised by third parties concerning the property and/or use made of the software. The Contractor shall indemnify the Organization for any prejudice it may suffer as a result of any such action or objection.

The Contractor undertakes, in this connection, to cover all sums, costs, reasonable legal fees and expenses which may be incurred or which the Organization may be ordered to pay as a result of such action or objection.

Notwithstanding the Organization's other rights, in the event of an objection by a third party prohibiting any use of the software supplied by the Contractor in full or in part, the Contractor shall undertake, at its own cost and according to the Organization's choice:

- ▶ To obtain rights for the Organization to use the software; and
- ▶ To carry out any modifications required to ensure that no objections can be raised in respect of the software.

The Organization shall undertake to inform the Contractor in a timely manner of any objection made by a third party of which it is made aware.

- ▶ If the Contractor is the licensor of the software package utilization licences:

The Contractor shall confer upon the Organization, a software package utilization licence. The Contractor shall specify the duration of the licence which may not be less than 15 years, the conditions of access to the source codes as well as the facilities that the Organization requires to subsequently adapt the software packages to its needs.

However, the Organization shall have the option, without financial compensation or any additional formality, of accessing the source codes of the software packages if the Contract is terminated owing to failure on the part of the Contractor to abide by one or more of his contractual obligations.

- ▶ If the Contractor is not the licensor of the software package utilization licences:

The Contractor shall recommend any third party able to grant a software package utilization licence, specifying that the duration of such licences, shall not be less than 15 years, and, should

the need arise, the arrangements for granting rights and access to source codes as well as the financial conditions.

The licences negotiated by the Contractor with the third parties concerned may not under any circumstances be construed as conferring any right of ownership to the Organization.

25.2 With respect to Works

At hand-over of the final version of the Solution, the Organization shall become exclusive owner of all versions – intermediate and final – of the developments and other work carried out by the Contractor (hereinafter referred to as “the Works”), including the design and production of documents drawn up for the Organization as part of the Contract.

This transfer of ownership covers:

- ▶ reproduction rights: the right to reproduce the Works in full or in part on any existing or future medium, including paper, digital, computer-based or on-line media, for any destination or use, inter alia for information or commercial purposes;
- ▶ presentation rights: the right to present the Works in full or in part on any existing or future medium, including paper, digital, computer-based or on-line media, by radio-wave, cable or satellite transmission, for any destination or use, inter alia for information or commercial purposes;
- ▶ adaptation rights: the right to adapt the Works in full or in part in any graphic form and in any environment, especially on line, for any destination or use, inter alia for information or commercial purposes;
- ▶ translation rights: the right to translate the Works in full or in part into any language, for any destination or use, inter alia for information or commercial purposes.

The Contractor declares that it disposes of all the intellectual property rights appertaining to the said Works and is in a position to transfer them to the Organization. In particular, should the production of Works have entailed the use of previously developed material (hereinafter "Existing Work"), the Contractor declares that it is the full and exclusive holder of all intellectual property rights appertaining to the Existing Work.

The Organization may therefore freely transfer and/or grant the intellectual property rights appertaining to the Works to any third party of its choice and allow them – directly or indirectly – to be marketed.

The present transfer is granted free of charge for the entire world and for the maximum duration of the protection of intellectual property rights.

The Contractor shall guarantee the Organization against any action or objection raised by third parties concerning the property and/or use made of the Works. The Contractor shall indemnify the Organization for any prejudice it may suffer as a result of any such action or objection.

The Contractor undertakes, in this connection, to cover all sums, costs, reasonable legal fees and expenses which may be incurred or which the Organization may be ordered to pay as a result of such action or objection.

Notwithstanding the Organization's other rights, in the event of an objection by a third party prohibiting any use of the Works in full or in part, the Contractor shall undertake, at its own cost and according to the Organization's choice:

- ▶ to obtain rights for the Organization to use the Works;
- ▶ to carry out any modifications required to ensure that no objections can be raised in respect of the Works.

The Organization shall undertake to inform the Contractor in a timely manner of any objection made by a third party of which it is made aware.

The Contractor shall refrain from using all or part of the work carried out within the scope of the Contract for the benefit of a third party unless the Organization gives its prior written agreement, and shall not communicate the results of services provided to third parties without the Organization's prior agreement. The Contractor nonetheless reserves the right to use any knowledge it may have gained from the implementation of the Contract.

25.3 With respect to information and data

The Contractor acknowledges that all rights in any information or data created by the Organization and/or end users in using the Solution shall be owned by the Organization, together with third parties as the case may be, and the Contractor expressly disclaims any such rights as might arise to it.

The Contractor agrees to execute such documentation as the Organization shall reasonably request to confirm the above to third parties to the Contract.

26 FULFILMENT OF THE TRANSACTION

26.1 General

All Services shall be provided according to a specified schedule and within the lead times determined in accordance with the Technical Specifications as possibly modified by the Contract.

The frequency determined will serve as a basis for the provision of Services. However, when during the provision of Services the Contractor observes that additional interventions or Services are to be furnished or, on the contrary, that operations planned prove to be unnecessary, he must inform the Organization and request its agreement before any changes are made to the provision of Services for which he is responsible.

The work must be carried out by the Contractor in such a way as to cause the minimum disruption to the operations of the Organization.

26.2 Delivery

The Contractor shall deliver and install the Solution at the Organization's headquarters, located in Lyon, France.

The Bidder shall define a Project Plan for this initiative. This Project Plan will include a detailed work schedule that provides a time line for the completion of the major components of the project.

The Contractor shall meet with the contract principals from INTERPOL to review the Project Plan prior to the onset of contract-related activity. This meeting will take place at the Organization's headquarters.

By delivery, the Contractor should understand responsibility for warehousing, transportation, insurance, possible bonding and unloading in the premises designated by the Organization.

On receipt, the Organization shall proceed with quantity checks to verify compliance of the delivery with the order. It shall check the consignments on arrival and, if necessary, shall make reservations in the case of lost, missing or damaged goods observed.

This verification shall not imply acceptance of its quality as this may only be confirmed at the end of the acceptance procedure.

26.3 Deadline calculation

All deadlines granted in the Transaction to the Organization or the Contractor start to run the day following the fact that acts as a departure point to that deadline.

When the deadline is fixed in terms of days, it is in calendar days.

When the deadline is fixed in months, it is counted from day of the month to day of the month. If there is no corresponding day of the month in the month in which the deadline ends, the deadline expires on the last day of that month.

When the deadline is counted in hours, that hour is considered to be a full hour as of the first fifteen (15) minutes.

When the last day of a deadline falls on a Saturday, a Sunday or a bank holiday in the country of the party to whom the deadline is granted, the deadline is extended to the next business day.

26.4 Changes to contract lead-times

The contractual time limits agreed in the Specifications or in the Contract can only be changed through the joint agreement of the parties as an amendment to the Contract concluded between the Contractor and the Organization.

The contract time leads for service provision, established in accordance with the clauses set out above, will be appended to the Contract concluded between the Contractor and the Organization and will be binding on both parties.

When the Contractor is unable to meet the contractual lead-time because of the Organization, or due to *force majeure*, the Organization shall extend the lead-time for the provision of Services. The time thus extended, will, for the execution of the Contract, have the same effect as the lead-time set out in the Contract.

An extension to the lead-time may be granted to the Contractor when circumstances beyond their control stand in the way of the provision of Services within the contractual lead-time.

26.5 Penalty for late fulfilment

In case of late fulfilment by the Contractor of one of the deadlines stipulated in the Contract, the Contractor incurs, without prior summons, penalties per calendar day, the sum of which is fixed in the Contract.

The Organization reserves the right to either terminate the Transaction, completely or partially, without additional formalities or continue to apply the penalties if the sum of the penalties reaches five per cent (5%) of the total sum of the Transaction.

26.6 Rights of the Organization

While implementing the Contract, the Organization may, by negotiated amendments, increase or simplify the required Services.

27 FINANCIAL PROVISIONS

27.1 Applicable rates

The Organization is a non-profit making organization funded by all its member countries. It should therefore ensure that these countries obtain the best value for money for their investment.

As such, the Organization shall benefit from rates as favourable as those granted to public entities of the same type and national governmental agencies.

27.2 List of prices

The prices proposed in the bid must be expressed in Euros and must be presented according to Appendix 3 – Financial Grid.

The prices proposed in the bid must be expressed in Euros without taxes. Bidders shall specify whether VAT is applicable, shall it be the case, prices shall be expressed with taxes as well.

The Bidder shall break down the price of its bid in the most detailed way possible and shall specify any discount or promotion. It shall indicate the cost of the Solution and Services, and if needed: cost of maintenance, training costs and additional consulting fees.

The Bidder declares having all the necessary information from the Organization to determine its prices. If not and considering that he is a specialist, the Bidder is required to ask the Organization all the missing information susceptible to have an impact on the prices.

The prices indicated by the Bidders shall cover all expenses, without exception, needed for complete fulfilment of the Services, regardless of the specific subjections of their execution. They should namely cover insurance, transportation, delivery, on-site installation, adaptation, training, commissioning testing, project management, coordination, documentation, Contract negotiation costs as well as travel expenses (transport and accommodation) relating to the execution of the Contract.

The prices shall indicate precisely if some Services are not included in the fixed prices.

27.3 General payment conditions

The price shall only be payable when the Contract shall have been fully executed. However, the progress made in the execution of the Transaction shall lead to the payment of instalments according to the terms defined in the Contract.

Each payment shall be made by bank transfer in a deadline of sixty (60) days following receipt of two (2) original copies of the invoice relating to the Services accomplished provided that the Organization does not disagree on the billed price. Should this be the case, the Organization shall inform the Contractor by letter of the reasons for its disagreement or request the correction of the challenged invoice.

It is recommended to send invoices electronically in a non-modifiable format at the following address: fcs-fin-fourn@interpol.int

Alternatively, invoices shall be sent in two original copies to the following address:

ICPO – INTERPOL
Accounts Payable - Finance Sub-Directorate
200 quai Charles de Gaulle
69006 Lyon
France

Without prejudice to legal requirements, the Contractor shall indicate on each invoice the reference of the Contract as well as the reference of the corresponding purchase order.

The following bank account details must be provided on all invoices. Where an intermediary bank is needed to complete an international transfer, the bank's name and BIC/SWIFT must be supplied. All bank details requested must appear on the Contractor's invoice or upon a bank document bearing a company stamp.

- ▶ Exact name of account holder
- ▶ Account number (IBAN/BBAN where available)
- ▶ BIC code (Bank Identification Code, or SWIFT code) of bank
- ▶ Name and address of the final receiving bank
- ▶ Other references specific and necessary in your country

The Organization may decide to suspend payment of any invoice that does not fulfil all requirements exposed above.

28 VERIFICATION AND RECEIPT OF SERVICES

28.1 Tests

Technical test scenario specifications will be provided by the Contractor. The Organization reserves the right to introduce any modification or addition it deems necessary without the Contractor being invited to discuss it. The technical test specifications possibly modified will be approved by the Organization.

The technical tests will be carried out by the Organization based on the technical test scenario provided by the Contractor and as potentially modified by the Organization.

The expenses incurred by the technical tests are covered by the fixed amount price in the Contractor's bid or by the price set in the Contract, in the same manner as travel and accommodation expenses as well as expenses linked to participation in co-ordination meetings. Expenses incurred by the technical tests include notably the technical test tools necessary for execution of the technical tests.

User test scenario will be provided and carried out by the Organization, with a small group of users.

The technical tests and the user tests are intended to demonstrate that:

- ▶ The functioning of the Solution complies with the specifications set out in the contractual documents; and
- ▶ The Solution provided by the Contractor is capable of ensuring a consistent service under normal operating conditions to fulfil the functions specific to it.

Each completed test can have one of three different kinds of outcome:

- ▶ Test carried out with success;
- ▶ Test carried out without success but not blocking the Solution; and
- ▶ Failure of test leading to blocking the Solution.

These outcomes shall be determined by the Organization which supervises the tests.

The Organization shall have a reasonable time to be included in the Contract with which to notify the Contractor of all the anomalies and imperfections appearing in the test results.

28.2 Definition of the levels of anomaly

For the purpose of the article hereof, it is agreed that there will be three distinct categories of anomaly (hereinafter collectively referred to as the "Anomalies");

- a) Critical Anomaly: Non-compliance of the Solution's major functions, or malfunction or incompatibility that cannot be circumvented and affecting major functions of the Solution and/or its environment or leading to irretrievable loss of data or inability to achieve the performances specified.
- b) Major Anomaly: Malfunction or incompatibility offering possible bypass solutions and affecting major functions of the Solution or leading to loss of data but with the possibility of retrieval of data, or inability to achieve the performances specified.
- c) Minor Anomaly: Non-compliance of minor functions of the Solution or any other fault or malfunction.

28.3 Conditions and terms of the notification of acceptance

Provisional acceptance

The provisional acceptance shall be observed after successful testing of the Solution, and after the thirty (30) day verification of the effective functioning aptitude of the Solution delivered and installed, with the solution being switched to the Organization's network and provisioning services in a real environment.

If the Solution complies with the technical specifications such as possibly completed and/or modified contractually and if its compliance with the Specifications is established, the Organization declares provisional acceptance. The signature of delivery slips will not be considered as the provisional acceptance.

If verification of aptitude is negative the company shall deliver an update of the software and the provisional acceptance procedure will restart with test and thirty days of verification of effective functioning. The company is allowed to update the software only once.

If verification of aptitude is negative (Blocking or Major Anomalies), the Organization shall decide to defer acceptance. If verification of aptitude is negative (Minor Anomalies), the Organization shall decide to defer acceptance, or opt for provisional acceptance, subject to all compliance defects observed being remedied within a deadline fixed in the Contract.

In the case of deferment, the Contractor, after intervention on the Solution, shall notify a new commissioning procedure that could lead to provisional acceptance with or without reservations.

Final acceptance

From the time that the Solution is declared operational (i.e. date of signature of the provisional acceptance report) on the central site and on the remote sites, the consistency of the service shall be checked for all configurations during a period of ninety (90) days by the application of availability, response time, service quality criteria and any other operational conditions demanded by the Technical Specifications or contractually determined.

Verification of consistent service proves positive

If the verification of consistent service proves positive, the Organization declares the definitive acceptance.

However, the Organization shall be entitled, without prejudice to other rights, to extend the period covering the verification of consistent service of the Solution by thirty (30) days if the Contractor makes major corrections within the last thirty (30) days of the verification of consistent service period; the aim being to allow the Organization to check reliability of the said corrections.

Final acceptance may be limited to those items, the satisfactory nature of which has been verified, provided that they make it possible to use the Solution in conditions considered acceptable by the Organization, it being understood that the other items, the operational regularity of which has not been demonstrated, may well be subject to reservations or definitive acceptance with a rebate.

Verification of consistent service proves negative

If the verification of consistent service proves negative due to Critical or Major Anomalies, final acceptance may not be declared.

If verification of consistent service is negative due to any type of anomaly, the company shall deliver an update of the software. The tests as per provisional acceptance shall be rerun. A minimum of 30 days of verification of consistent service must be applied whatever moment the software is updated. The company is allowed to update the software only once.

Verification of consistent service must be compliant with the high availability set out in Article 5.2 of the Technical Specifications.

Effects of final acceptance

Final acceptance also implies transferring the software's utilization licences and ownership of the Solution to the Organization for each of the users.

The date of final acceptance of the Solution establishes the beginning of the 1 (one) year guarantee due by the supplier.

The signature of the acceptance report by the Organization and the Contractor shall be considered as a proof of ownership.

29 VALIDATION OF DELIVERABLES

The procedure set out in the present article shall only apply to documentation submitted by the Contractor and not to delivery of the Solution that shall be validated according to the procedure set out in article 27 of the present Administrative Specifications.

The Parties agree that, on supply of the deliverables by the Contractor to the Organization, the Organization shall communicate in writing any observation (reservation, comment or desired adjustment) resulting from the non-compliance of the deliverable with the Organization's requirements set out in the Contract.

The Contractor shall take any such observations into account and supply a new deliverable to the Organization within a timeframe to be defined in the Contract.

If the second deliverable does not meet the Organization's expectations insofar as it does not take into account all of the Organization's observations, the Organization reserves the right to terminate the Contract in application of the provisions of article 17 of the present Administrative Specifications, or to ask the Contractor to supply a third deliverable which may result in a scheduling delay that would consequently be attributable to the Contractor.

In the absence of any observations from the Organization about the deliverables within the timeframe set out in the Contract, the Contractor shall consider that the Organization has definitively accepted the deliverables.

A list of deliverables to be supplied by the Contractor has already been set out in the Technical Specifications and may be updated and/or completed in the Contract.

30 GUARANTEE

Due to the nature of this call for bids and the role of the Organization, it is hereby specified that no provision may deprive the Organization of the legal obligations requiring the professional provider to guarantee his non-professional customer against the consequences of latent defects in the object sold or service provided.

The Bidder shall, in full knowledge of the facts, indicate the duration and content of the guarantee of the objects of this call for bids and shall provide all other information required in the Technical Specifications. In any case, guarantee offered by the Contractor shall be of a minimum duration of one (1) year, starting from unreserved final acceptance.

During the guarantee period, no additional expense will be due by the Organization, whatever the nature of operations to ensure that the Solution works satisfactorily (journeys made by the Contractor's staff, transport or exchange of goods, provision of replacement parts, return of goods to a repair workshop accredited by the Contractor).

In the event of an accident, and the cause or liability being uncertain, the Contractor shall accept to take this incident into account and to implement all urgent measures required to circumvent or resolve it, without waiting for a decision whether the Services provided are chargeable to the Organization.

The Contractor shall guarantee that the Solution, provided in a form compatible with the environment of the Organization, is capable, on delivery to the Organization, of carrying out the functions set out in the Technical Specifications and described in the accompanying documents.

In the event of a defect or an anomaly in the functioning of the said Solution, the Contractor shall be obliged to correct them. This obligation shall apply to the latest updated version of the said Solution in case this contains new functionalities which are not error-free. The cost of this requirement is included in the Solution licence concession or in the updated Contract covering the said Solution.

31 MAINTENANCE

The Bidder's proposal for the maintenance of the Solution must be detailed in the Technical and Financial bid.

Maintenance cost is to be provided on the Financial bid and be in compliance with the different options indicated in Article 2.3.6 (maintenance) of the Technical Specifications.

The Contractor shall provide maintenance of the Solution during a period of five years starting from the Final Acceptance of the Solution. The Contractor is invited to make a financial proposal covering the following:

- Basic: 5 year maintenance
- Option: 3 years maintenance renewable twice for 12 month period

The Contractor shall provide the Organization with a detailed proposal about their maintenance services for the Solution that will correct any anomalies and include upgrades.

The Bidder must indicate in his bid, other than the overall fixed price of these maintenance and technical support service operations, the resources which he has or intends to have at his disposal to personally provide or have provided maintenance of the Solution as well as the technical support service, i.e. especially:

- ▶ the nature, situation and links with the Bidder of the company which will be responsible for the upkeep of the Solution, if it is not the Bidder himself;

- ▶ the number of staff available to ensure the upkeep of the Solution as well as the specific definition of the intervention procedures and the role of those intervening at each different level;
- ▶ the general maintenance conditions of the company able to take responsibility for the upkeep of the Solution.

Services required from the Contractor with respect to maintenance are further described in the Technical Specifications.

31.1 Definition of levels of anomaly

It is agreed that there will be three distinct categories of anomaly (hereafter referred to collectively as the “Anomalies”):

- a) Critical Anomaly: Non-compliance of the Solution’s major functions, or malfunction or incompatibility that cannot be circumvented and affecting major functions of the Solution and/or its environment or leading to irretrievable loss of data or inability to achieve the performances specified.
- b) Major Anomaly: Malfunction or incompatibility offering possible bypass solutions and affecting major functions of the Solution or leading to loss of data but with the possibility of retrieval, or inability to achieve the performances specified.
- c) Minor Anomaly: Non-compliance of minor functions of the Solution or any other fault or malfunction.

The Bidder shall propose a Service Level Agreement for maintenance according to article 6 of the Technical Specifications.

31.2 Solution’s down-time

The down-rate of the Solution covered by this open call for tenders/Contract shall not exceed the period defined in the Technical Specifications as possibly modified by the Contract.

Down time means any non-scheduled interruption in operation affecting the Solution of which the direct cause is an anomaly in the Solution.

Down time of the Solution shall begin when the Organization informs the Contractor of a qualified Critical Anomaly by e-mail to the contact details given by the Contractor and shall end when the Contractor restores the Solution to working order accepted by the Organization. The correction of the Anomalies by the Contractor shall be observed by a formal report signed by both parties and indicating the precise time of the correction to determine the down-time of the Solution.

Down-time is calculated on the basis of the period during which telephone assistance shall be available according to the Technical Specifications as possible modified by the Contract. Down-time outside these times shall not be taken into account to calculate the down rate. Each Solution’s down time shall be notified by the Organization to the Contractor in writing.

If the Solution’s down-time exceeds the period defined in the Contract, depending on the level of Anomaly, the Organization shall consider, after having given formal notification, that the Solution incurs penalties set out in the Contract per additional down day i.e. per started day where the Solution

is down for more than a period fixed in the Contract, calculated on the basis of the period during which telephone assistance shall be available according to the Contract.

It is agreed between the parties that the Contractor has an obligation to make a general diagnostic at each intervention as part of maintenance services. In the case of contradictions on the origin of malfunctions, the proof of this origin lies with the Contractor.

31.3 Revision of the Solution

In the event of technical developments in the Solutions and/or a change in the applicable regulations, the Contractor shall undertake to carry out a revision of the Solution (modifications, adaptations, development).

In the event that the Solution undergoes revision, new tests and acceptance procedures shall be conducted under the same terms and conditions as those set out in Article 28 above.

The Bidder is invited to indicate in his bid if costs regarding revision are included or not in the maintenance price and if yes, in which conditions.

31.4 Corrective maintenance

The Contractor shall undertake to maintain the Solution covered by the Contract in good working order. The starting date for provision of corrective and evolutive maintenance will be after the Final Acceptance of the Solution, as set out in Article 28.

In any case, the Organization may terminate, in part or in whole, the maintenance services each year by sending a registered letter with acknowledgment of receipt at the latest three months before the anniversary date of the maintenance services and without the Contractor being entitled to compensation as a result.

For corrective maintenance, the Contractor shall carry out a technical review to determine the corrective measures required to ensure proper operation of the Solution, and implement these measures.

The Contractor shall be responsible for determining the impact of corrective measures to be taken on the Solution, and the compatibility of such corrective measures.

Depending on the extent and the urgency of the difficulties encountered, corrective maintenance shall be carried out by providing assistance either by telephone or in situ.

In accordance with the provisions concerning the obligation to provide information and advice, the Contractor is required to immediately inform the Organization of any latent defect, anomaly, risk of deterioration, etc. which he may discover when providing corrective maintenance services.

31.5 Telephone assistance & technical support

Priority technical support and full documentation in English and/or French, in IT version (on-line help, CD, web site etc.), must be proposed for each lot of the Solution.

The Contractor undertakes to provide telephone assistance and technical support with an adequate technical response within a deadline following receipt of a request from the Organization concerning use of the Solution and any difficulties encountered by the Organization in this connection.

The telephone assistance/technical support shall be available during the days and hours which will be as indicated in Article 6 of the Technical Specifications. As requested in the Technical Specifications the Bidder shall submit an offer covering different availability time.

The Contractor shall keep a log of actions taken which it shall send to the Organization on request.

It is agreed that the lead time starts to run once the deadline agreed for telephone assistance is expired.

31.6 Upgrading of the solution (maintenance evolutive)

The Contractor shall indicate cost for man days for any evolution / upgrading of the Solution in Appendix 3 (Financial Grid).

The maximum cost for man days shall be defined for each profile which might intervene in the upgrade of the Solution.

Read and approved on (date):

Signature of the person with power of attorney:

32 APPENDICES

1 - Administrative information

2 - Declaration by applicant

3 – Model of financial grid

32.1 Appendix 1 - Administrative Information

Name of company

Address of head office or headquarters

Address of agency submitting bid

Incorporation status

Capital (in EUR currency)

Name(s) and title(s) of authorized signatory(-ies)

Bank account details

Name of Bank:

Bank code:.....

Branch code:

Branch address:.....

Account No.:

Key:.....

Name of person to be contacted:

.....

Telephone No.

Fax:

E-mail:

Business Address

Other information

32.2 Appendix 2 - Declaration by applicant

The Tenderer hereby certifies the following information and attached documents:

1. Name or designation and address of registered office

2. Address of main office in France (if applicable)

3. Fiscal status

- Company or association subject to company tax. Pays this tax itself.
- Member of group for which company tax is paid by the parent company.

Name or corporate name of parent company:

- Individual company or EURL (one-person limited company) subject to income tax.
- Company consisting of individuals or an economic interest grouping comprising the following natural persons or legal entities, themselves liable to income tax (IR) or company tax (IS) proportionate to their share of the profits:

4. Registration

- SIREN (business registration number) No.: _____
- Commercial register, number and town of registration

▶ **(Attach Document Kbis as an Appendix, marking it "Declaration by Applicant – Item No. 4").**

- Trades register, number and office where registered:

Reason for not giving a commercial registration number or trades register

The applicant is a natural person not engaged in commercial activity and is not required to be listed in the business and companies register (RCS) or on the trades register.

If the profession of which he/she is a member is subject to specific regulations, please give below the details of registration with a professional body or of the consent given by the competent authority.

Company set up on: _____

Registration request submitted to the following body (designation and address):

Registered association set up on:

▶ **(Attach as an appendix a copy of the entry in the Journal Officiel of the declaration to the Préfecture or the Sous-Préfecture, marking it "Declaration by Applicant - Item No. 4").**

5. Authorized company signatory (-ies).

6. Financial information:

Authorized capital (if applicable) in euros:

Post-tax turnover for the last three full tax years (in euros):

7. Is the applicant company subject to a compulsory winding up order (or an equivalent foreign procedure)?

No Yes

If yes: **Attach the relevant legal document, marking it "Declaration by applicant – Item 6.2"**. (If not in French, this must be accompanied by a certified translation.)

8. Resources

Technical equipment and research resources, human and material resources likely to be deployed when the contract is obtained.

- ▶ **(Attach details as appendix, marking it “Declaration by applicant – Item No. 8”).**

9. References

Suitable references will cover main deliveries of supplies, service provision, or work of the same type as the subject of the bid, carried out during the last three years. Please state sum involved, date and customer (public or private).

Recently established companies may give references for the directors or executives responsible for the contract, or photocopies of their qualifications.

- ▶ **(Attach references and verifiable certificates as an appendix, marking it “Declaration by applicant – Item No. 9”).**

10. Other documents to be attached

- ▶ **(Please attach the following documents as an Appendix, marking them "Declaration by applicant – Item No. 10")**

- 1) Copy of passport
- 2) Proof of civil liability insurance
- 3) Type and amount of guarantees or accident excess
- 4) Curriculum Vitae (CV)
- 5) Proof of health insurance
- 6) Cleared criminal record
- 7) Other documents to be attached, as set out in the Terms and Conditions

11. Certificates

11.1. Certificate of worthiness

The Tenderer's authorized signatory certifies that neither he/she, nor the company and those holding positions as defined by Article 178 of Law No. 85-98 from 25 January 1985 as modified by Law No. 94-475 of 10 June 1994, is in a state of liquidation of assets or personal bankruptcy or is subject to equivalent procedures (if the Tenderer is located abroad), that the company has not been prohibited from doing business under French law on free and fair competition and that it has fulfilled its fiscal and employer's obligations.

- 11.2. **The Tenderer's authorized signatory declares that the work will be carried out with due regard for L.143-3, L.143-5, L.341-6, L.341-6-4 and L.620-3 of the French Labour Code (and any other relevant national legislation).**

11.3. The Tenderer's authorized signatory declares that the company intends to employ workers who will be authorized to undertake professional activity in the place of execution of services.

Signature of an authorized signatory of the company

Name and position of signatory:

--

Done at , on

Signature:

32.3 Appendix 3 – Financial Grid (imposed model)

All tenderers must fill this table with the environment cost. This will serve for evaluation.
More detailed financial offers can be attached for full information.

LOT 1 : TMS

ANNUAL COSTS YEAR 1 & YEAR 5	ON PREMISE	SAAS
	prices in EUR without VAT	prices in EUR without VAT
LICENCES/USER/AS ADMINISTRATOR OR TEACHER		
LICENCES/USER/AS STUDENT		
MAINTENANCE FEE (annual cost or subscription fee)		
HOSTING FEE		
FIRST INSTALLATION COSTS		
please detail		
TOTAL	0.00 €	0.00 €

LOT 2 : LMS

ANNUAL COSTS YEAR 1 & YEAR 5	ON PREMISE	SAAS
	prices in EUR without VAT	prices in EUR without VAT
LICENCES/USER/AS ADMINISTRATOR OR TEACHER		
LICENCES/USER/AS STUDENT		
MAINTENANCE FEE (annual cost or subscription fee)		
HOSTING FEE		
FIRST INSTALLATION COSTS		
please detail		

TOTAL	0.00 €	0.00 €

LOT 3 : LMS on Mobile application

ANNUAL COSTS YEAR 1 & YEAR 5	ON PREMISE	SAAS
	prices in EUR without VAT	prices in EUR without VAT
LICENCES/USER/AS ADMINISTRATOR OR TEACHER		
LICENCES/USER/AS STUDENT		
MAINTENANCE FEE (annual cost or subscription fee)		
HOSTING FEE		
FIRST INSTALLATION COSTS		
please detail		
TOTAL	0.00 €	0.00 €

Signature of an authorized signatory of the company

Name and position of signatory:

Done at , on

Signature:

► **ABOUT INTERPOL**

INTERPOL is the world's largest international police organization. Our role is to assist law enforcement agencies in our 190 member countries to combat all forms of transnational crime. We work to help police across the world meet the growing challenges of crime in the 21st century by providing a high-tech infrastructure of technical and operational support. Our services include targeted training, expert investigative support, specialized databases and secure police communications channels.

► **OUR VISION: "CONNECTING POLICE FOR A SAFER WORLD"**

Our vision is that of a world where each and every law enforcement professional will be able through INTERPOL to securely communicate, share and access vital police information whenever and wherever needed, ensuring the safety of the world's citizens. We constantly provide and promote innovative and cutting-edge solutions to global challenges in policing and security.



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