

**ORGANISATION FOR ECONOMIC CO-OPERATION  
AND DEVELOPMENT**

**CALL FOR TENDER  
100000770**

**US Tax Reimbursement Program at the OECD**

**The deadline date for the receipt of Tenders is 18 August 2014, 3:00p.m. (Paris time)**

## **INTRODUCTION**

The OECD brings together the governments of 34 countries committed to democracy and the market economy from around the world to:

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

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

**Established:** 1961

**Location:** Paris, France

**Membership:** 34 countries

**Budget:** EUR 347 million

**Secretariat staff:** 2 500

**Secretary-General:** [Angel Gurría](#)

**Publications:** 250 new titles/year

**Official languages:** English/French

### **Monitoring, analysing and forecasting**

The OECD mission is to promote policies that will improve the economic and social well-being of people around the world. We are focusing on helping governments in our member countries and elsewhere in four main areas:

- First and foremost, governments need to restore confidence in markets and the institutions and companies that make them function. That will require improved regulation and more effective governance at all levels of political and business life.
- Secondly, governments must re-establish healthy public finances as a basis for future sustainable economic growth.
- In parallel, we are looking for ways to foster and support new sources of growth through innovation, environmentally friendly 'green growth' strategies and the development of emerging economies.
- Finally, to underpin innovation and growth, we need to ensure that people of all ages can develop the skills to work productively and satisfyingly in the jobs of tomorrow.

### **Enlargement and enhanced engagement**

In May 2007, OECD countries agreed to invite Chile, Estonia, Israel, Russia and Slovenia to open discussions for membership of the Organisation and offered enhanced engagement to Brazil, China, India, Indonesia and South Africa. While enhanced engagement is distinct from accession to the OECD, it has the potential in the future to lead to membership.

In 2010, Chile, Slovenia, Israel and Estonia became OECD member countries.

In 2013, OECD countries agreed to invite Colombia and Latvia to open discussions for membership of the Organisation.

### **Publishing**

The OECD is one of the world's largest publishers in the fields of economics and public policy. OECD publications are a prime vehicle for disseminating the Organisation's intellectual output, both on paper and online. Publications are available through the Online Information System (OLIS) for government officials, through OECD iLibrary for researchers and students in institutions, corporate, subscribed to our online library and through the Online Bookshop for individuals who wish to browse titles free-of-charge and to buy publications.

## **INSTRUCTIONS TO TENDERERS**

### ***ARTICLE 1 - PURPOSE AND OBJECT OF THE CALL FOR TENDERS***

The OECD is issuing this Call for Tender for services relating to the Administration of the OECD's US Tax Reimbursement program.

### ***ARTICLE 2 - TERMS AND CONDITIONS OF THE CALL FOR TENDERS***

#### **2.1 Composition of the Call for Tenders**

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

- a) Instructions to Tenderers and the related Annex;
- b) Terms of Reference;
- c) Minimum General Conditions for OECD Contracts.

#### **2.2 Tenders**

All Tenders will be treated as contractually binding for the Tenderer and the Tenderer shall consequently date and sign the documents mentioned above, as well as any document in support (including its proposal of prices), and initial each page of each document.

#### **2.3 Duration of Tender validity**

Tenders shall remain valid for one hundred twenty (120) calendar days, as from the deadline for receipt of Tenders.

#### **2.4 Additional information**

Should any problems of interpretation arise in the course of drawing up the Tender documents, Tenderers may submit their questions to [sabrina.traskos@oecd.org](mailto:sabrina.traskos@oecd.org) , no later than five (5) calendar days before the deadline for the receipt of Tenders. All Tenderers will be advised of the answers given to such questions.

### **2.5 Acceptance and rejection of Tenders**

There is no commitment on the part of the Organisation to accept any Tender or part thereof that is received in response to the Call for Tenders.

The OECD reserves the right:

- To accept Tenders with non-substantial defects
- To reject Tenders received after the deadline for receipt of Tenders, without indemnity or justification.

### **2.6 Modification or cancellation of Call for Tenders**

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

### **2.7 Partnerships.**

Partnerships must jointly meet the administrative requirements set out in the Call for Tenders. Each partner must also meet full requirements individually.

### **2.8 Extension of the deadline for receipt of Tenders**

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

### **2.9 Expenses**

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

### **2.10 Confidentiality**

Any information communicated to the Tenderer or which comes to his knowledge in the course of the Call for Tenders and/or the performance of the work, are confidential and are strictly dedicated to the purpose of the Call for Tenders. The OECD reserves the right to request that all material be returned at the end of the Call for Tenders process.

<b>ARTICLE 3 - PRESENTATION, SUBMISSION AND CONTENTS OF TENDERS</b>
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**3.1 Tender presentation and conditions for submission**

Tenders shall be entirely drafted **in English** and shall be **received** by the Organisation:

- In three paper copies and one electronic version (e.g. USB Key):
- In an envelope bearing the words:

*« NE PAS OUVRIR par le service courrier  
Appel d'Offres n°100000770 »*

**To the following address:**

**OECD  
EXD/PBF/CPG  
To the attention of Sabrina Traskos/ Central Purchasing Group  
2 rue André Pascal  
75775 Paris Cedex 16  
FRANCE**

Tenders sent by e-mail or fax shall be systematically rejected even if they have also been sent in paper format (hard copy).

**3.2 Contents of the Tender**

- The Tender in **three copies and one electronic version** (e.g. USB Key);
- A Letter of Application, signed by the Tenderer, confirming the following:
  - That all the elements of the offer are contractually binding;
  - That the person signing the offer has the authority to commit the Tenderer to a legally binding offer;
  - That the Tenderer accepts all of the Minimum General Terms and Conditions without any modification. If there is an exception, please state the exception and the rationale for that exception.
- The signed Declaration detailed in Annex to these Instructions to Tenderers
- The name, phone number and email address of the main point of contact for any questions pertaining to the offer.

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

- Proof that the bidder has fulfilled all its legal obligations with regards to tax declarations and payments in its home country and must supply all the requisite certificates to that effect;

- To the extent possible in accordance with the national regulations of the Tenderer, its name, legal form, address, registration number or equivalent, date founded, areas of activity and number of employees
- Any relevant existing agreements with intermediaries or third parties;
- Financial information for the last three (3) years;
- Proof of completed legal obligations with regards to tax declarations and payments in its home country and all the requisite certificates to that effect.

### **3.2.2 Financial Conditions**

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

<b>ARTICLE 4 - INTERVIEWS</b>
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The Organisation reserves the right to organise interviews and request the Tenderers to explain in more details the content of their Tenders.

<b>ARTICLE 5 – SELECTION CRITERIA</b>
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Main criteria for Tenderer evaluation are as follows:

- 35% Company information (relevant expertise and experience)
- 30% Technical quality of the bid
- 35% Financial proposal

<b>ARTICLE 6 - INFORMATION TO TENDERERS</b>
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All Tenderers will be informed, whenever possible, of the decision taken on their Tenders.

Annex
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**Declaration for Call for Tenders n° 100000770**

As part of the offer in response to the OECD call for Tenders n° 100000770, the Tenderer (company or individual) declares on oath the following:

- That it is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
- That it has not been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;
- That it has not been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity which may be detrimental to the financial interests of the OECD, its members or its donors;
- That it is not guilty of misrepresentation in supplying the information required as a condition of participation in this Call for Tenders or has failed to supply any relevant information;
- That it is not subject to a conflict of interest;
- That its employees and any person involved in the execution of the work to be performed under the present Call for Tenders are regularly employed according to national laws to which it is subject and that it fully complies with laws and regulations in force in terms of social security and labor law;
- That it has not offered and will not offer, has not granted and will not grant, has not sought and will not seek to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award or the performance of the contract that would result from the OECD call for Tenders n° 100000770.

I, the undersigned, ..... on behalf of the company ....., understand and acknowledge that the Organisation may decide not to award the contract to a Tenderer which is subject to one of the situations indicated above. I further recognise that the Organisation may terminate for default any contract awarded to a Tenderer who has been found guilty of misrepresentation in supplying, or has failed to supply, the information required as a condition of participation in this Call for Tenders. Finally I understand and acknowledge that the Organisation may inform any third party, including its members and donors in case a Tenderer is in one of the above mentioned situations or when should it be found guilty of making false declarations, committing fraud, or to be in serious breach of its contractual obligations.

The .. / .. / ..

Signature

## **TERMS OF REFERENCE**

### **Background**

As is the case for most international organisations governed by international treaties, OECD officials are exempt from income taxes on their OECD salaries and other OECD compensation as international civil servants. The US is the only OECD country requiring its citizens to pay income taxes on their OECD income.

The OECD reimburses US income taxes to officials based on an agreement with the US government dated 15 October 1987. This agreement replaced previous arrangements covering US tax reimbursements going back to the inception of the Organisation.

Under the US tax reimbursement agreement, the OECD makes advances to eligible officials on the basis of approved tax documentation. The officials make tax payments directly to the relevant US tax collection authorities. The US State Department then reimburses the OECD for these tax amounts.

The State Department has a budget specifically identified for tax reimbursements to international organisations. This budget covers the OECD and other international organisations. Most international organisations with the US as a member have arrangements covering their employees who are subject to US income tax on their compensation.

All tax reimbursement amounts are recorded and reimbursed to the OECD in euros and the Organisation does not take any foreign currency risk. The US tax reimbursements are cost neutral to the OECD other than the lost interest income from US State Department reimbursement delays and the cost of administration.

### **Requirement for US Tax Reimbursement**

The US income tax reimbursement scheme (the Tax Reimbursement Scheme) has been established because the US does not exempt income derived from international organisations from taxation for its nationals.<sup>1</sup>

The following provides some background on the Tax Reimbursement Scheme: Most member countries, at the time of accession to the OECD Convention, have accepted to exempt OECD officials from national taxation on their remuneration.<sup>2</sup> The US has accepted to grant OECD officials the same privileges and immunities as it grants to staff members of other international organisations under the US International

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<sup>1</sup> The US is the only OECD country that taxes its citizens on their worldwide income, regardless of residence status or source of income.

<sup>2</sup> A Supplementary Protocol to the OECD Convention provides as follows:

- (a) the founding members of the OECD (except Canada and the US), grant OECD officials the same exemption from taxation as is enjoyed by officials of the other principal International Organisations;
- (b) the US grants the same privileges and immunities as it grants to staff members of other international organisations under the US International Organisations Immunities Act;
- (c) Canada and those OECD members that joined the Organisation at a later stage, grant fiscal immunity under individually negotiated agreements.



Organisations Immunities Act.<sup>3</sup> The US International Organisations Immunities Act provides that wages, fees or salaries of employees of international organisations are only excluded from income tax if the employee is not a citizen of the United States.<sup>4</sup> Therefore, OECD officials who are US citizens are required to pay US income taxes on their OECD income.

In line with the long-standing practice of many international organisations in which the US is a member, the OECD has established a system to reimburse income taxes to OECD officials who are US taxpayers and as such required to pay US income taxes on salaries and emoluments they receive from the OECD.

The OECD Appeals Board, i.e. the predecessor of the OECD's Administrative Tribunal, held in 1988 that the reimbursement of US income taxes is (i) based on the principle of equal treatment that international organisations have to assure towards their officials and (ii) has in fact become a rule of customary international law applicable to international organisations.<sup>5</sup>

The purpose of the Tax Reimbursement Scheme is to place OECD officials who are subject to US taxation in the position they would have if their official salaries were not taxed. Hence, it is intended neither to provide a benefit nor to place the officials at a disadvantage in relation to other OECD officials who are not required to pay taxes to a Member State on their OECD income. The Tax Reimbursement Scheme stipulates that in no case shall the reimbursement by the OECD exceed the final income taxes actually paid in respect of the official's OECD income.

#### **Administration of the US Tax Reimbursement Scheme**

OECD officials of US nationality are themselves responsible for complying with the income tax laws applicable to them. These officials are responsible for preparing tax reporting documentation for the OECD tax reimbursement scheme and for US tax authorities. Penalties and interest resulting from non-compliance with such laws are the responsibility of these officials and are not reimbursed by the OECD.

The OECD does not provide its staff with tax report preparation services. The OECD only provides limited information to concerned staff including a list of tax preparation firms. US tax reporting on foreign earned income is highly complex and most US staff are required to use the services of external tax firms to comply with their obligations. These firms charge fees depending on the complexity of the individual reporting. US staff pay these fees which are not reimbursed by the OECD.

The OECD does however incur the cost of administering the tax reimbursements paid to US officials and received from the US Government. The Tax Reimbursement Agreement with the US provides for the reimbursement of tax payment amounts on a cost neutral basis but requires the OECD to administer the

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<sup>3</sup> This is set out in lit. (c) of Supplementary Protocol No. 2 to the OECD Convention: "[T]he Organisation, its officials, and representatives to it of the members shall be entitled to privileges, exemptions, and immunities as follows: (c) in the United States, the legal capacity, privileges, exemptions, and immunities under the International Organisations Immunities Act provided for in Executive Order No. 10133 of 27<sup>th</sup> June, 1950."

<sup>4</sup> See Title 1, Section 4 (b) of the International Organisations Immunities Act.

<sup>5</sup> OECD Appeals Board, Decision No. 111 of 8 July 1988, p. 76. In that case, the question at hand was in fact whether the Organisation had the right to change the method for calculating the tax reimbursement. The OECD Appeals Board held that the method could be changed, since there was no general rule for calculating the reimbursement amount amongst the various international organisations.

payments. The administrative cost is kept to a minimum by using automated calculations, electronic communications and by limiting the services provided to staff. Another cost saving method is the use of outsourcing for most of the administration.

An external service provider has been engaged for many years to administer the US Tax Reimbursement Programme. Approval of tax reimbursements is a highly technical task requiring specialised US tax expertise. The outsourcing of this task to a tax service provider avoids the requirement of hiring in-house US tax specialists. The tax service provider engaged to perform this work is selected through a procurement process. The objective of the OECD is to outsource as much of the administration of the program as is practical. All normal communications with staff go through this tax service which approves all of the payments. The role of the tax service provider extends to assistance with interpretation of exceptions and administrative policy.

Managing the program and effective communications with the OECD staff requesting payments can be challenging. The OECD does not provide tax preparation services to the US expatriate staff and has a high turnover among these staff. Some staff have difficulty understanding and complying with the program. Staff often do not meet the deadlines and request exceptional treatment or tax preparation advice which occasionally must be refused.

Due to various tax exemptions, only the highest paid officials are subject to US taxes on their OECD source income. The reimbursement programme in 2012 impacted about 113 of the total 251 US staff. Several factors, including changes in US tax law and the decrease in the value of the US dollar compared to the euro, have caused the number of staff concerned, the amounts involved and the volume of administration to increase significantly in the past three years. The number of staff claiming tax payments doubled since 2004, while the number of US officials has only increased slightly during this same period.

Tax payments are advanced by the Organisation to eligible officials after submission of specific documentation. Failure to properly administer the tax advances and reimbursements could result in delays causing staff to incur interest and penalties on late tax payments. Staff would then have a claim against the Organisation for reimbursement of these amounts. No delays in payment have occurred as a result of the OECD administration and the Organisation has not incurred any cost of interest and penalties in the past.

The OECD Legal, Finance and Human Resources Services have no US tax expertise and the OECD relies heavily on the tax service provider to process and approve payment requests

### **Description of tasks to be performed by the Supplier**

The SUPPLIER will administer the US Tax Reimbursement Program as defined in the Tax Reimbursement Agreement (TRA) between the OECD and the U.S. government dated 15 October 1987. The TRA is attached to this document. It covers the salaries and benefits of current and separated US staff:

The OECD will update an annual information note outlining the US Tax Reimbursement Program for the US staff of the OECD and distribute it electronically to all OECD's US staff. This note describes the US income tax reimbursement programme. The note explains how to apply directly with the SUPPLIER for an advance or reimbursement of their US taxes on OECD income. It does not provide guidance to staff members who wish to prepare their own tax documentation.

The SUPPLIER will be available through an Internet address to answer valid questions in writing from staff and from the OECD related to the US Tax Reimbursement Program that are not covered in the annual note. Questions of a legal interpretation of the Tax Reimbursement Agreement and its administration will be answered on the basis of guidance provided by the Legal Directorate of the OECD.

The OECD's agreement with the SUPPLIER specifically excludes providing general tax advice or assistance to staff in the preparation of their tax documentation. The SUPPLIER therefore is not able to respond to these questions.

The SUPPLIER will also provide support to the OECD as required answering queries on tax reimbursements raised by the U.S. State Department or other government units.

The SUPPLIER will review requests for advances of estimated US tax and for final US tax reimbursement requests submitted by eligible OECD staff for the purpose of ascertaining whether the requests have been prepared in accordance with the TRA and the OECD's policies for administering this Agreement.

Tax advances and reimbursements are restricted to a list of eligible OECD officials. Article 3 of the TRA excludes officials who are liable for US income taxes and whose contract is financed from voluntary contributions in any amount. The OECD will periodically provide this financing information to the SUPPLIER.

Staff leaving the OECD may establish residence anywhere in the world. The SUPPLIER will be responsible for communications with such staff by electronic mail as may be necessary until the final settlement is made, which may be several years later.

The SUPPLIER will be responsible for the approval or rejection of requests for reimbursement as required for compliance with the Tax Reimbursement Agreement on behalf of the OECD. All approved reimbursement requests will be submitted to the OECD's Programme, Budget and Financial Management for disbursement and maintained in an accounting database system.

The SUPPLIER will also be responsible for notifying the staff of any rejected requests for reimbursement, with a written explanation of the corrections or additional information needed. The staff member will be responsible for making all the necessary changes and for re-submitting the request for approval by the SUPPLIER. Any disputed claims that the SUPPLIER cannot resolve with the staff member will be referred to the Legal Directorate of the OECD.

In connection with the review of the tax reimbursement request, the SUPPLIER will review the accompanying tax returns to the extent necessary to ascertain that information shown in the returns is correctly reflected, and in so doing shall note the presence of all expected attachments for tax benefits which would lawfully minimize the tax on OECD income. The SUPPLIER's review of the tax returns will be limited to what is necessary to ensure that they are completed in compliance with the OECD Tax Reimbursement Agreement. This review will not be in sufficient detail to qualify the SUPPLIER as a preparer or to otherwise acquire responsibility for the completeness or accuracy of the return.

It is understood that no client relationships will exist between the OECD's staff and the SUPPLIER and that the SUPPLIER is not responsible to the staff member for any outcome of the

review, including the outcome of any tax return position. Further, the SUPPLIER will not be responsible to any party for claims resulting from overstatement or understatement of a tax reimbursement, notwithstanding that it has reviewed the request for such reimbursement. The tax obligations and reimbursements are matters between the OECD, its staff and the US government units involved. The SUPPLIER will not be responsible for any tax, penalty or interest charge imposed by a government unit on account of its participation in the OECD Tax Reimbursement Program.

The SUPPLIER will be responsible for the storage and retrieval of all documents related to the administration of the US Tax Reimbursement Program. All documents provided to the SUPPLIER by the OECD in connection with this contract shall remain the property of the OECD. The SUPPLIER will hold all documents and any other communications from the OECD or its staff in the strictest confidence and will not make use of them or the information contained therein for any purpose other than that for which they were provided. Upon termination of the contract, all information related to the OECD's staff and the OECD acquired by the SUPPLIER under the contract will be returned to the OECD, to its designated representative or destroyed at its request.

On an annual basis, the SUPPLIER will prepare a summary and reconciliation of all US tax reimbursement requests that have been regularized (equalling final settlements to be billed to the U.S. State Department). This report will include the staff names, social security numbers, OECD income, Federal and State tax reimbursements paid in US dollars including a conversion in Euros and the year of the tax liability and such other information as may be necessary to support the OECD's invoice to the US government. At the same time, the SUPPLIER will prepare a second summary showing the outstanding advances (not yet regularised). The sum total of these two summaries should reconcile with the amount showing in the OECD accounting records as a receivable from the U.S. State Department. In addition, the SUPPLIER will provide the Programme, Budget and Financial Management of the OECD such other management reports as may be required to explain the payments made and billings to the US government.

The Programme, Budget and Financial Management of the OECD will prepare payments either payable direct to staff or, in the case of advances, payable to the US Treasury on behalf of staff on the basis of approvals from the SUPPLIER and invoice the US government.

Specifically, for officials leaving the Organisation, the following tasks shall be performed:

On the basis of OECD Human Resource Management Service (HRM) departure notices forwarded to the Supplier from OECD Programme, Budget and Financial Management Service (PBF), the Supplier will contact each US official leaving the OECD who has US estimated tax advances outstanding.

Tax advances outstanding for any past year must be justified by a final tax return or repaid to the OECD.

Tax advances for the year of departure must be justified based on three criteria:

- 1) Prior year tax amount actually paid based on the final tax return
- 2) OECD income estimated for the year of departure prepared by HRM
- 3) Official's tax filing status and eligibility for foreign earned income exclusion for the year of departure

Based on US tax law, estimated tax advances are normally limited to 100% of the prior year

actual taxes paid on OECD income (110% if Adjusted Gross Income is over 150K\$).

The official is responsible for providing the Supplier with the necessary information justifying the advances outstanding as well as for any future advances requested for the year of departure. The official will also be requested to provide contact information for settling advances after leaving the OECD (email and mailing address for any tax advance checks to be sent).

Any outstanding US tax advances not justified are repayable to the OECD before the final departure payment of salaries and indemnities.

### **US TAX REIMBURSEMENT PERFORMANCE SCHEDULE (WITH RESPONSIBILITIES IN PARENTHESIS)**

<b>RESPONSIBILITY</b>	<b>DATE/TIMING</b>
Annual US tax information note: Distributed to US staff by e-mail (OECD-PBF) Posted on OECD intranet (OECD-HRM)	15 February 15 February
Notify newly hired US staff of program (OECD-HRM)	Throughout the year
List of staff tax reimbursements (does not incl. advances) made in related tax year sent to OECD-HRM to be included in the annual income statements ( <b>SUPPLIER</b> )	Beginning of January
Income certificates sent to all US staff and to <b>SUPPLIER</b> (OECD-HRM)	15 February
Requests for tax advances or reimbursements (US Staff) (electronically by e-mail sent to <b>SUPPLIER</b> )	3 weeks prior to IRS deadlines
Response to normal recurring staff questions ( <b>SUPPLIER</b> )	Within 5 business days after receipt
Approval/disapproval of staff requests ( <b>SUPPLIER</b> )	10 business days after receipt (a)
Recurring quarterly payment approvals ( <b>SUPPLIER</b> )	20 days prior to IRS deadlines (b)
Payment to staff member by check or wire transfer (OECD)	2 business days after receipt of approval from <b>SUPPLIER</b>
Annual report of payments for US billing ( <b>SUPPLIER</b> )	3 weeks after 31 October cut off
Response to questions from State Dept ( <b>SUPPLIER</b> )	30 days after receipt
US staff notice of departures sent to <b>SUPPLIER</b> (OECD-PBF)	As received-ongoing

#### **Notes:**

a) Priority in processing staff requests for advances and reimbursements is given to requests with complete and correct documentation received by the deadline of three weeks prior to the IRS quarterly payment dates. For staff payment requests received after the quarterly deadlines, an approval of a complete file should be provided by the SUPPLIER to PBF within a maximum delay of three weeks.

- b) The recurring tax advances due for 15 January are to be communicated to PBF by 15 December to avoid the Christmas vacation period.
- c) 'HRM' is the OECD Human Resource Management Service. 'PBF' is the OECD Programme, Budget and Financial Management.
- d) The above dates may be exceeded in exceptional cases with justification.

### **Minimum Qualifications for the Supplier**

We recommend that the supplier have the qualifications listed below or comparable experience:

1. A university degree in accounting , preference for a
2. Qualification as Certified Public Accountant in the US
3. Five to Seven years expatriate tax equalization experience with corporations, individuals or intergovernmental organisations

### **Responses to this Call for Tender shall include:**

Please include the following documents in your proposal:

- a) Statement of Experience (~ up to 2 pages words): This section should outline a statement of capabilities and include details of previous related assignments and current work being undertaken on the area of the assignment.
- b) Management Plan (~up to 2 Pages): This section should specify the general management approach towards the assignment and include details of roles and responsibilities among consultants.
- c) Resource Plan (~up to 2 pages): This section should describe a portfolio of key staff(s), with details on assigned roles and responsibilities and guaranteed availability of lead consultants (CV's of key personnel can be attached as Annexes).
- d) Proposed Methodology (up to 4 pages): This section should demonstrate how the institution would approach the preparation of the study and address the requirements in the TOR.
- e) Price Schedule (Annex): The Price Schedule must be provided in a separate document than the rest of the response. It should include a detailed and separate cost breakdown of the prices of proposed services, a total annual fee to run the reimbursement program and a variable fee per OECD official in the programme.



## **MINIMUM GENERAL CONDITIONS**

### ***ARTICLE 1 – GOODS OR SERVICES***

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

### ***ARTICLE 2 - PRICES***

Prices charged by the Contractor under the Contract shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustment authorised in the Contract or in the Organisation’s request for Tender validity extension, if need be.

### ***ARTICLE 3 - PAYMENTS AND TAXES***

Payment will be made in Euros.

The Organisation is exempt from taxation, including from sales tax and value added tax (V.A.T.). Therefore, the Contractor shall not charge any such tax to the Organisation. Upon request, the Organisation will provide the Contractor with a certificate of this exemption. All other taxes of any nature whatsoever are the responsibility of the Contractor.

### ***ARTICLE 4 - DELAY IN EXECUTION***

The Contractor shall perform the Work in accordance with the time schedule and the terms specified in the Contract, this being an essential element of the Contract.

### ***ARTICLE 5 - ACCESS TO THE PREMISES***

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

### ***ARTICLE 6 - FORCE MAJEURE***

Neither Party shall be liable or be deemed to be in breach of the Contract as a result of any delay in performing, or any failure to perform its obligations, if such delay or failure is caused by force majeure. Force majeure may only be invoked when an event is, at the same time, unforeseeable, unavoidable and beyond the control of the party invoking it. Such events may include, but are not restricted to, civil unrest, wars, revolutions, fires and floods, but under no circumstances shall include public transport strikes or strikes by Contractor’s personnel. The party invoking it shall notify the other Party of its existence as soon as

possible, use reasonable endeavours to mitigate its effects and recommence performing the Contract as soon as the force majeure ends.

#### ***ARTICLE 7 - AUTHORITY***

The Contractor hereby declares having all rights and full authority to enter into this Contract and to be in possession of all licences, permits and property rights, in particular intellectual property rights, necessary for the performance of this Contract.

#### ***ARTICLE 8 - LIABILITY***

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

It is the responsibility of the Contractor to possess adequate insurances to cover such risks, including any risks related to the execution of the Contract.

#### ***ARTICLE 9 - REPRESENTATIVES***

Neither the Contractor nor any of its experts, employees, agents or representatives:

- Shall in any capacity be considered as members of the staff, employees or representatives of the Organisation;
- Shall have any power to commit the Organisation in respect of any obligation or expenditure whatsoever;
- Shall have any claim to any advantage, payment, reimbursement, exemption or service not stipulated in this Contract. In particular and without limitation, it is understood that neither the Contractor, nor any of Contractor's employees, agents or representatives may in any manner claim the benefit of the privileges and immunities enjoyed by the Organisation or by its personnel;
- Shall disclose or use, in whole or in part, for any purpose whatsoever, other than that specified in the present Contract, information or documents communicated to them, or which come to their knowledge in the course of the performance of this Contract, including, but not limited to, the results of the Work under the Contract. The Contractor shall ensure that the Contractor's employees, agents and representatives are expressly bound by and respect the provisions of the present clause.

#### ***ARTICLE 10 - DESIGNATION OF A CO-ORDINATOR***

The Contractor shall appoint a co-ordinator within its personnel, to be approved by the OECD. The co-ordinator shall actively cooperate with the Organisation's representatives. Throughout the duration of the



Contract, the co-ordinator will consult the Organisation as often as necessary and will attend meetings, if need be. The OECD reserves its right to ask for the replacement of this co-ordinator if deemed necessary.

#### ***ARTICLE 11 - INTELLECTUAL PROPERTY***

The copyright and any other intellectual property rights arising from the Work carried out in performance of this Contract, including the intermediate and final results thereof, shall vest in the Organisation as the Work is created, or be assigned to the Organisation, as the case may be under any applicable legal theory.

The Contractor undertakes not to use the Work for any purpose whatsoever that is not directly necessary to the performance of the Contract, except with the prior written consent of the Organisation. The Contractor shall ensure that the Contractor's employees, agents and representatives are expressly bound by and respect the provisions of the present clause 15.

#### ***ARTICLE 12 - TRANSFER OF RIGHTS OR OBLIGATIONS***

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

#### ***ARTICLE 13 - TERMINATION FOR BREACH***

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

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

#### ***ARTICLE 14 - TERMINATION FOR CONVENIENCE***

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

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

#### ***ARTICLE 15 - ARBITRATION CLAUSE***

Any dispute arising out of the interpretation or implementation of this Contract, which cannot be settled by mutual agreement, shall be referred for decision to an arbitrator chosen by agreement between the Organisation and the Contractor or, failing such agreement on the choice of the arbitrator within three months of the request for arbitration, to an arbitrator appointed by the First President of the Court of Appeal of Paris at the request of either Party. The decision of the arbitrator shall be final and not subject to appeal. The arbitration shall take place in Paris, France.

#### ***ARTICLE 16 - CONFIDENTIALITY***

Any information, on any medium whatsoever, sent to the Contractor to which the Contractor obtains access on account of the Contract, shall be held confidential. In consequence, the Contractor shall not disclose such information without the written prior consent of the Organisation.

#### ***ARTICLE 17 - DURATION OF THE CONTRACT***

The duration of the contract shall be determined at a later stage

I declare having read the terms of the present Minimum General Conditions for OECD Contracts and agree to comply with said terms should (please insert here the name of your entity).....be selected to carry out the Contract.

Done at:

Date:

Signature: