Call for tender for the development of e-learning modules

Deadline for receipt of tenders: 13.09.2021
WCO I OMD Call for tender for the development of e-learning modules

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1. Terms of Reference

1.1 Background

1.1.1 Context

Established in 1952, the World Customs Organization (WCO) is the only independent intergovernmental organization with competence in Customs matters.

Its mission is to enhance the effectiveness and efficiency of Customs administrations and help them contribute to the achievement of national development objectives, particularly in the fields of trade facilitation, revenue collection, the protection of society and supply chain security.

The WCO’s 183 Member Customs administrations throughout the world are together responsible for processing 98% of global trade.

In order to meet its Members’ ever-increasing training needs in areas related to Customs modernization, the WCO has developed and has actively implemented a distance learning (e-learning) policy since 2003. Today, the WCO has a distance-learning package comprising more than 450 training modules dealing with the full range of Customs subjects, including controls, valuation, classification and other Customs-related topics. More than 300 hours of courses are now available in English, French, Arabic, Spanish, Russian, Portuguese and other languages. These modules are being used by around 40,000 Customs officers from around the globe, and the demand for them is continuing to grow. To upskill the private sector and academy, the WCO Academy e-learning portal was launched in 2018. THE WCO Academy offers a wide range of courses covering key Customs topics to over 3500 learners. The training content developed and distributed by the WCO itself is perceived as extremely valuable by the global community of learners. They are available online through the WCO CLiKC! Website (http://clikc.wcoomd.org), powered by a customized Moodle Learning Management System (LMS) or can be installed and managed from individual Customs administrations’ local network platforms after download.

The WCO is constantly expanding its catalogue of e-learning modules, to offer its Members a wide coverage of Customs technical and organizational courses. In this regard, the WCO is currently seeking providers that will be in charge of the development of upcoming e-learning modules.
1.2 Objectives of the assignment

The WCO is seeking several providers for the development of e-learning modules.

The selected companies will have to conceptualize developments according to the most up to date didactical standards, (re)design and (re)develop e-learning modules on various Customs topics and deliver them in several languages. They should be available from December 2021 onwards to provide services to the WCO.

With each selected provider the WCO will conclude a contract which will have a three-year duration, starting in December 2021.

1.3 Scope of services, tasks (components) and expected deliverables

The selected providers will have to perform the tasks described below.

1.3.1 Development of e-learning modules

From the content materials established and provided by the WCO, the selected providers will be requested to perform one or several of the following phases of e-learning development:

- **Instructional Design Phase:**
  - Analyse and conceptualize means to meet the training objectives established in the content.
  - Develop the storyboards and any other document necessary to establish the scenario of the e-learning modules.

- **Development Phase:**
  - Develop the modules.

- **Translation Phase:**
  - Provide the modules in additional languages.

Content materials could be (without being exhaustive and by order of frequency):
- training materials/manuals intended to conduct face-to-face training sessions;
- publications;
- existing e-learning modules;
- content specifically written for e-learning development.

In some rare cases, the WCO might decide to take in charge the instructional designing of the e-learning modules while the selected providers will have to perform the other phases.

1.3.2 Upgrade of existing e-learning modules

Numerous modules on various topics are existing and currently available on the WCO LMS. These modules should be redeveloped, without major changes in their content but with an update in design, level of interactivity and user experience using an authoring tool enabling their publication in HTML5 format.
The selected providers will be provided with the source files and all the other available resources from the existing modules (e.g. voiceover files, linked documents, etc.).

1.3.3 Translations of e-learning modules

The initial engineering and development of the new modules will be done in English or French language but to enable dissemination of the modules to a broader audience, more languages could be added.

Potential target languages are, without being exhaustive:

- Arabic (Traditional)
- French
- Portuguese (CPLP)
- Russian (Russia)
- Spanish (European)

The selected providers should be able to deliver the modules in the languages mentioned above and additional languages upon request.

1.3.4 Definition of an e-learning module

For the purpose of this call for tender, it should be considered that an e-learning module is defined as made of the following characteristics:

- An average duration of 30–45 minutes.
- An average duration of 1 min. for each screen.
- Clearly defined learning outcomes.
- High level of interactivity.
- Assignments with constructive feedback.

These figures are however given for information purposes and should be considered as average, the particular elements making an e-learning module being adapted to each particular module.

1.3.5 E-learning modules deliverables

1.3.5.1 Development of e-learning modules

For each new module to be developed, the selected provider will deliver before the development phase:

- A detailed project schedule.
- A detailed storyboard.
- A script of the voiceovers (if applicable).

Upon completion of the development phase of each module, the selected providers will have to deliver, for each language version of the modules:
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- The published module in SCORM 1.2 format.
- The source file editable from the chosen authoring tool.
- SCORM files both production/exported files and the source files (files used by the authoring tool to generate the exported file).
- Documents, images, audio and transcript.

1.3.5.2 Upgrade of existing e-learning modules

For upgraded module to be developed, the selected providers will deliver before the development phase:

- A detailed project schedule.
- A detailed storyboard.
- A script of the voiceovers (if applicable).

Upon completion of the development phase of each module, the selected providers will have to deliver, for each language version of the modules:

- The published module in SCORM 1.2 format.
- The source file editable from the chosen authoring tool.
- SCORM files both production/exported files and the source files (files used by the authoring tool to generate the exported file).
- Documents, images, audio and transcript.

1.3.5.3 Translations of e-learning modules

For e-learning modules to be translated, the selected providers will deliver before the development phase:

- A project schedule.
- A script of the voiceovers.
- A transcript of the translated information.

Upon completion of the translation phase of each module, the selected providers will have to deliver:

- The published module in SCORM 1.2 format.
- The source file editable from the chosen authoring tool.
- SCORM files both production/exported files and the source files (files used by the authoring tool to generate the exported file).
- Documents, images, audio and transcript.

1.3.6 Estimated volumes


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### 1.3.6.1 Forecasted projects

The following developments are currently forecasted for the financial year 2021/2022 and will have to be performed in the same financial year. The WCO financial year should be understood from 1st July to 30 June, implying that the below developments should be finalized at the latest on 30 June 2022. This table is indicative and orders by the WCO will be based on budget availability. This list is neither exhaustive nor an engagement from the WCO to order this volume of developments.

**Modules**

<table>
<thead>
<tr>
<th>Topic</th>
<th>Type of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disaster Response</td>
<td>New modules</td>
</tr>
<tr>
<td>SAFE Framework</td>
<td>Upgrade of existing modules</td>
</tr>
<tr>
<td>AEO Validation</td>
<td>New modules</td>
</tr>
<tr>
<td>Multilateral Environmental Agreements</td>
<td>Upgrade of existing modules</td>
</tr>
</tbody>
</table>

It should be understood that the modules generally constitute a complete course and that it is not likely that a purchase order will only cover one module. Most of the times, the modules will be ordered by batch.

Based on budget availability, one or several of the new modules will be translated into one or several additional languages (See part 1.3.3).

### 1.3.6.2 Potential projects

In addition to the forecasted projects mentioned in the previous paragraph, the following projects could be undertaken by the WCO during the period of the contract.

<table>
<thead>
<tr>
<th>Topic</th>
<th>Type of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leadership and Management Development (LMD)</td>
<td>Upgrade of existing modules</td>
</tr>
<tr>
<td>Intellectual Property Rights</td>
<td>Upgrade of existing modules</td>
</tr>
<tr>
<td>Transfer Pricing</td>
<td>Upgrade of existing modules</td>
</tr>
<tr>
<td>The Istanbul Convention</td>
<td>Upgrade of existing modules</td>
</tr>
</tbody>
</table>
This table is indicative and orders by the WCO will be based on budget availability. This list is neither exhaustive nor an engagement from the WCO to order this volume of developments.

1.4 Technical Specifications

1.4.1 Target technology and environment
The modules delivered by the selected providers shall be published in HTML5 format and shall be compliant with SCORM 1.2 standard. They shall run on a customized Moodle LMS but their compliance with the SCORM standard shall ensure their portability to any other LMS.

The modules shall be published targeting a consultation on computers but should be able to run on mobile devices as well with resizing and scaling. A mobile version could however be ordered by the WCO for certain specific projects.

The modules shall conform to the technical specifications presented in Annex IV.

1.4.2 Development Tools
The WCO should be able to edit and maintain the modules after delivery, this is why the selected providers shall use one of the following authoring tools that are already licensed to the WCO Secretariat:
• Adobe Captivate 2017 release or above
• Articulate 360 (including Storyline 360 and Rise 360)

In case the providers work with several authoring tools, the chosen authoring tool will be defined at the beginning of the project, in agreement with both Parties.

1.5 Project management

1.5.1 Project cycle
The WCO expects as one of the deliverables a written and regularly updated project plan.

1.5.2 Commercial process
According to the price list that will be submitted by the providers in its answer to this call for tender and taking into account the specificities of the project that will be detailed by the WCO. Based on this quote, the WCO may order some of the services to the selected providers. A separate statement of work will be signed each time an order is placed. Each order will be done through the communication of a purchase order to the selected providers.

1.5.3 Validation process
The validation process for the deliverables shall comprise several stages:
• Instructional Design Phase
Call for tender for the development of e-learning modules

- Validation of the storyboards.
- Validation of the audio script.

- Development Phase
  - Content validation aimed at ensuring that learning objectives and accuracy of the contents are respected.
  - Technical validation by the WCO Secretariat, aimed at ensuring that the modules work properly within the WCO LMS.

- Translation Phase
  - Technical validation by the WCO Secretariat, aimed at ensuring that translated modules work properly within the WCO LMS.
  - Linguistic validation by a WCO official or by one of the Organization’s regional bodies, to ensure consistency of language and the use of vocabulary accurately reflecting technical Customs terminology.

In case the WCO will produce a report, the selected providers must make any necessary adjustments requested at no additional charge.

1.5.4 Timeframe for modules development

After each purchase order, the following timeline should be respected. After each order, a schedule will be submitted by the selected providers and submitted to the WCO for approval. At the kick-off meeting stage, the specificities of the project will be determined (time frame, number of modules, specific technical constraints, design orientations, etc.)

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Timeline (Working days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase order</td>
<td>D+1</td>
</tr>
<tr>
<td>Kick off meeting</td>
<td>D+10</td>
</tr>
<tr>
<td>Instructional Design</td>
<td>D+15</td>
</tr>
<tr>
<td>Development</td>
<td>D+25</td>
</tr>
<tr>
<td>Testing/Validation</td>
<td>D+30</td>
</tr>
<tr>
<td>Translation/proofreading</td>
<td>D+40</td>
</tr>
<tr>
<td>Final delivery</td>
<td>D+45</td>
</tr>
</tbody>
</table>

1.5.5 Reporting requirements

During project phases, the selected providers will provide at least every 10 working days a report on the progress of the development of all the deliverables. The reporting, to be submitted electronically must outline:

- Progress on each deliverable;
WCO I OMD Call for tender for the development of e-learning modules

- Any issues, including delays, technical challenges, personnel changes, etc…, that require the attention of the WCO;
- An updated work plan for the remainder of the assignment, highlighting any changes;
- Independent quality assurance process put in place for each deliverable;

A report on the status of an ongoing project containing the above-indicated elements shall be submitted upon request of the WCO.

Other key conditions

1.5.6 Work Location

It is foreseen that the work will be done remotely using the means of communication available to the WCO (telephone, e-mail, videoconferencing), although some face-to-face meetings might be desirable.

1.5.7 Guarantee

The selected providers must warrant for a period of at least one year following the acceptance of the deliverables that each deliverable conforms in all material respects to the specifications that are set forth in the concerned statement of work. The selected providers must guarantee to correct, promptly and free of charge, for at least one year, all problems (bugs) making it impossible to use all, or some, of the functions of the e-learning module.

1.5.8 Property

The WCO must have full ownership of the product as developed. This means that the WCO will be able to use and circulate the course contents, either free of charge or against payment, modify them however it wishes, or have this work done by an external service provider of its choice, without having to pay any additional charge or royalty. These provisions shall apply both to the files which have been compiled and those containing the source code for the modules. The WCO will acquire ownership of the product, including source codes, and any other document created for the WCO by the selected tenderer(s) as and when they are created.

1.5.9 Experience of the tenderer

The tenderer should have experience of working on similar projects in the past three (3) years, in particular of working in the area of international trade/economics, international organizations/NGOs and/or Customs.

The tenderer should have specific experience in working with e-learning technologies, including the SCORM standards in the past year.
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The tenderer should have experience in performing localizations of e-learning modules in the past year.

The tenderer should demonstrate its capacity to mobilize teams on an ad-hoc basis and deliver the products ordered in a timely manner.

1.6 Team composition and qualification requirements for key experts

The tenderer must demonstrate that an appropriate multi-disciplinary team is in place to deliver on the above noted terms of reference.

The tenderer should propose an account/project manager in charge of the relations with the WCO for the duration of the contract. This person should be backed up by a second dedicated member of staff. This person shall not be replaced without the WCO’s prior written agreement. Should this person no longer work for the selected provider during the duration of the contract, the selected provider should ensure that all necessary steps in terms of knowledge transmission and smooth transition are taken.

The tenderer should propose lead instructional designer in charge of instructional design of the WCO e-learning courses for the duration of the contract. This person should be backed up by a second dedicated member of staff. This person shall not be replaced without the WCO’s prior written agreement. Should this person no longer work for the selected provider during the duration of the contract, the selected provider should ensure that all necessary steps in terms of knowledge transmission and smooth transition are taken.

The minimum requirements in terms of competence for the account/project manager and the lead instructional designer and their backups are stated below.

1.6.1 Account/Project Manager and backup

Function:
In charge of the overall management of the contract and main contact person (plus back-up staff if required) and is responsible for:

- Handling all communication with the contracting authority managing and coordinating the delivery of all services required by the contracting authority to the contractual standards.
- Ensuring that the provider’s staff apply the same methodology and quality standards in all procedures.
- Assessing risk and ensuring quality control for all activities carried out by the providers.

Competence:

- University qualification (Master) in a relevant field.
- Extensive experience of managing similar type of e-learning projects in the past five (5) years.
- Extensive experience in building strong client relationships and following-up on client requests in a timely matter of similar types of projects in the past five (5) years.
1.6.2 Lead instructional designer and backup

Function:
In charge of the instructional design of the modules from the content provided by the WCO and is responsible for:
- Defining the learning objectives of the modules.
- Defining the structure of the modules.
- Writing the storyboards and any other design documents.
- Liaising with the WCO subject-matter expert.

Competence:
- University qualification (Master) in a relevant field.
- Extensive experience in instructional designing in highly technical fields, preferably in the area of international trade/economics, international organizations/NGOs and/or Customs in the past five (5) years.
- Extensive experience in leading the adaptation of face-to-face instructional materials into an e-learning format.
- Experience in designing e-learning applications for a wide diversity of adult / professional audiences, including those with more limited information technology skills.
- Experience in effectively managing the work of subordinate instructional designers / developers.
- Familiarity with the full range multimedia tools needed to facilitate e-learning in an adult learning context.

1.7 Financial Offer

The prices should be indicated and detailed following the format provided in Annex I “Template for Financial Offers”. The WCO will not consider a financial offer provided in another format. All costs and possible rebates should be taken into accounts in the prices mentioned in the provided format.
2. Procedures for Answering the Call for Tender and Content of the Tender

2.1 Preparation of the Tender

The tender shall comprise two (2) separate parts: one part meeting the technical criteria, and the other indicating the price of the service requested. The part concerning the price should be provided in a separate envelope.

The tender submitted by the tenderer should comprise all the information requested in the Annex I hereto as well as the information and documents requested hereunder.

Tenders must be made without reservation. In actual fact, reservation clauses constitute a lack of undertaking. However, a tenderer may note in its tender that certain aspects require elucidation. It is legitimate for a tenderer to point these out, and equally legitimate for the WCO to take account of them, provided that these corrections do not substantially affect the terms of the tendering process or the purpose of the contract.

Tenders must be compliant, in all respects, with the purpose of the call for tender.

Tenders which are not compliant with the purpose of the call for tender shall be set aside.

Documentation required for the tender

All tender proposals must be accompanied by the following documents:

a) Administrative documents:
   - A sheet describing the tenderer’s professional activities.
   - VAT No. or VAT exemption certificate.
   - A document attesting to the tenderer’s legal status.
   - A document listing the names and status of the individuals who make up the tenderer’s governing bodies, together with an organization chart of the company.
   - Documentary evidence of the tenderer’s financial situation (balance sheet, profit and loss account).
   - A declaration on honor vouching that the tenderer is not in one of the situations described in part 3.1 related to Exclusion criteria and Ethics clauses below.

b) Information document on the tenderer’s expertise:
   - A description of its resources (qualified staff and equipment).
   - CV of the leading project manager(s) and instructional designer(s)
   - A description of the governing structure.
   - Specification whether the tenderer has obtained quality norms or certificates such as EN 15038, ISO 17100, ASTM F2575-06, any similar types of norms or certificates or if the tenderer has taken any steps to achieve these norms or certificates.
   - A description and evidence of the tenderer’s experience of working on similar projects in the past three (3) years, particularly specifying the experience of working in the area of international trade/economics, international organizations/NGOs and or Customs.
A description and evidence of the tenderer’s specific experience in working with E-learning technologies, including the SCORM-Standards in the past years, including experience with the Moodle LMS.

References from companies or international organizations for which the tenderer has already worked.

Further information related to the Selection criteria of the tenderer is outlined in part 3.3.

2.2 **Costs of Tender Response**

The tenderer shall bear all costs associated with the preparation and submission of the tender response. Under no circumstances shall the WCO be responsible or liable to the tenderer, regardless of the outcome of the call for tender.

2.3 **Period of Validity of the Tender**

All tender responses made by the tenderer shall remain valid for ninety (90) days after the deadline for receipt of tenders.

Any tender response with a period of validity of less than ninety (90) days shall automatically be rejected.

2.4 **Formalities and Signing of Tenders**

The tender should be sent to:

WCO-OMD
WCO CALL FOR TENDER –E-learning
For the attention of Mr. Marc Bruneau
Head of Central Services
Rue du Marché, 30
B-1210 – Brussels
Belgium

The tenderer shall provide one copy of the tender response, clearly marking it:

“Original tender response”

The tender shall be typed and signed by the tenderer or any other person authorized to bind the tenderer.

The tender shall contain no erasures, overwriting or correction, as these shall entail rejection of the tender.

The tender may be submitted solely by post or delivered by hand to the WCO reception.
**2.5 DATE OF SUBMISSION OF TENDERS**

The WCO Procurement Service may, at its own discretion, extend the deadline for submission of tender responses. Tenderers contacted by the Service shall be notified directly, in writing, of this extension.

**2.6 PRICES QUOTED IN TENDERS**

The financial proposal must be duly dated and signed by a duly authorized representative of the tenderer. The financial proposal shall be based on the template in Annex 1. The tenderer must complete the “Financial offer” table as outlined in Annex I. Prices must be quoted in euro. For tenderers from countries which do not form part of the eurozone, the amount of the tender cannot be revised as a result of exchange rate fluctuations. The choice of exchange rate falls to the tenderer, who bears the risks and reaps the benefits associated with these fluctuations.

For intra-Community transactions (EU) as well as domestic transactions (Belgium), the supply of services to the WCO is VAT-exempted.\(^1\)

**2.7 LANGUAGE**

All responses to this call for tender must be written in either English or French (the WCO’s two official languages).

**2.8 REQUESTS FOR INFORMATION OR CLARIFICATION OF THE CALL FOR TENDER**

A tenderer requiring additional information on the call for tender may submit a request in writing to the WCO Procurement Service mentioned under Section 1.5 hereeto.

Marc.Bruneau@wcoomd.org

The WCO Procurement Service shall respond in writing to any request it receives no later than 5 days prior to the deadline for submission of tenders. Copies of the replies shall be sent to all the candidates having received the call for tender.

These questions and answers shall also be posted on the WCO website, in the Calls for Tender section, in an FAQ (frequently asked questions) sub-chapter under the name of the call for tender concerned.

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\(^1\) Please see article 1.4 of the ‘Standard Terms and Conditions for the Provision of Goods and/or Services to the WCO, as annexed hereto.
2.9 **Modification and withdrawal of the call for tender**

At its sole discretion and without any requirement for justification, the WCO may amend the call for tender prior to the deadline for submission of tenders.

All the potential tenderers to which the WCO has directly sent the call for tender shall receive written notification of the changes.

To enable the tenderers to take account of these changes in their response, the Procurement Service may, upon its own initiative, extend the deadline for submission of tenders.

The WCO retains the right to withdraw this call for tender without any requirement for justification. No claims for damages of any kind whatsoever may be made to the WCO following the withdrawal.

2.10 **Modification and withdrawal of the tender**

The tenderer may withdraw its tender by sending written notice of withdrawal to the WCO Procurement Service prior to the deadline for receipt of tenders as indicated in the call for tender.

The withdrawal notice must be sent by registered mail with acknowledgement of receipt.

No tender may be modified subsequent to the deadline for submission indicated in the call for tender.

No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of validity of the tender.

2.11 **Subcontracting**

Subcontracting is permitted subject to the following conditions:

- The selected service providers are fully responsible for the performance of any subcontractors.
- The management of the project and the pedagogical engineering phase cannot be subcontracted.
- Tenderers must indicate in their tenders the amount of the contract (if any) that they intend to subcontract to third parties, as well as the identity and availability of the potential subcontractor(s).
- The service providers must not subcontract to third parties not identified in the tender as potential subcontractors without prior written authorization from the WCO.
- The service providers shall not cause the contract to be performed in fact by third parties.
- Even where the WCO authorizes the service providers to subcontract to third parties, the service providers shall nonetheless remain bound by its obligations to the WCO under the contract.
The service providers shall ensure that the subcontract does not affect rights and guarantees to which the WCO is entitled by virtue of the contract.

Where subcontracting is envisaged, evidence of the potential subcontractors’ ability to perform the tasks entrusted to them shall be included in the tender. Such evidence is the same as that also required from the service providers, as indicated below.

Tenderers should note that the WCO shall consider intended subcontracting as an indication that the potential service providers are not having the requisite resources to complete the tasks under the contract. Therefore, this point shall be taken into account in the assessment of the “project management” award criterion.

NB: The translation and dubbing of the courses may be outsourced in their entirety and shall not be taken into consideration for the calculation of the allowable percentage of subcontracting.
3. Assessment and Award of Contract

3.1 Exclusion Criteria

Applicants or tenderers shall be excluded from a contract if:

(a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;

(c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

(d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

(e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the WCO’s financial interests.

Tenderers must declare on their honour that they are not in one of the situations referred to above.

3.2 Ethics Clauses

Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Advisory Committee on Contracts (ACC) or any WCO staff member during the process of examining, clarifying, evaluating and comparing tenders and applications will lead to the rejection of its submission or tender.

Thus, any direct or indirect contact with a WCO staff member other than the person named in this call for tender may, at the WCO’s sole discretion, result in the rejection of the tender without any compensation or formality.

When putting forward a tender, the tenderer shall declare that it is affected by no potential conflict of interest and has no equivalent relation in that respect with other tenderers or parties involved in the missions likely to be outsourced to it in its capacity as the selected tenderer. Should such a situation arise during execution of the contract, the service providers must immediately inform the WCO.

Tenderers shall respect core labour standards as defined in the relevant International Labour Organization (ILO) conventions (such as the Conventions on freedom of association and collective
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bargaining, abolition of forced and compulsory labour, abolition of discrimination in the workplace, and abolition of child labour).

The tenderer shall refrain from any relationship likely to compromise its independence or that of its staff. If the service providers ceases to be independent, the WCO may, regardless of injury, terminate the contract without further notice and without the service providers having any claim to compensation.

The WCO reserves the right to suspend or cancel the call for tender or the contract awarded if corrupt practices of any kind are discovered at any stage of the award process.

3.3 SELECTION CRITERIA

Only those tenders fulfilling all the selection criteria shall be assessed against the award criteria.

The selection criteria are:

- Submission of documents listed (see part 2.1);
- Submission of information related to the tenderers expertise and the experience of each of the involved staff members (see parts 2.1 and 3.4);
- Provision of a proposal that meets the requirements set out in the specifications and testifies to the tenderer’s ability to provide the services requested, (see parts 2.1 and 3.4);
- Submission of a financial proposal (see Annex 1)

3.4 AWARD CRITERIA

Further to the price quoted for the performance of the contract, the following award criteria shall be applied, and should be taken into account in the preparation of the technical proposal corresponding to the specific qualifications outlined in part 1.

Award criterion 1 – Technical response

This criterion serves to assess the tenderers ability in understanding the WCO needs and in delivering the deliverables listed under part 1.3.4, according to the requirements specified in the call for tender. It also serves to assess the extent to which the tender meets the conditions outlined in the call for tender related to standards to be followed. This criterion also serves to assess the quality of the samples/prototype provided by the tenderer. The following information will need to be provided by the tenderer in order to assess this criterion:

- A description of the composition of the team, responsibility of each team member, how the deliverables will be produced and delivered and the expected delivery time.
- Specifications on which team member or sub-contractor that will be responsible for delivering which part of the project.
- Proof of quality standards/certification.
- Prototype or sample:
  - Either a prototype showing how the tenderer will develop e-learning modules for the WCO and demonstrating its level of expertise and quality in multimedia development, or samples of previous similar works, or
Call for tender for the development of e-learning modules

.2 Examples of e-learning modules developed in the past three (3) years, preferably in the area of international trade/economics, international organizations/NGOs and/or Customs.

.3 The examples or prototype will be provided as a web link that should be available during the whole duration of the tender procedure.

Award criterion 2 – Experience working on similar projects

This criterion serves to assess the tenderer’s experience in SCORM-standard e-learning working with similar projects and delivering multilingual technical contents on a Moodle-based LMS in the past three years and the tenderer’s familiarity of working in the area of International Trade and Economics, for International Organizations/NGOs and/or Customs.

Please describe in some detail the previous experience e.g. aim and type of the project, seize of project team, duration of the development, target audience, budget, customer, different translations etc.

Award criterion 3 – Experience of the proposed team

This criterion serves to assess the experience of the proposed Account/Project Manager and Lead instructional designer in terms of University qualification, professional experience of leading similar projects in the past three years including client experience and experience in oversight and quality control of similar projects. The following information will need to be provided by the tenderer in order to assess this criterion:

- CVs of the Account/Project manager and its backup including information on university qualification, professional experience of working on similar projects in the past three years, list of previous clients and experience in oversight and quality control of such projects.
- CVs of the Lead instructional designer and its backup including information on university qualification, professional experience of working on similar projects in the past three years, list of previous clients and experience in oversight of a team of instructional designers in such projects.

Award criterion 4 – Project management tools and methodologies

This criterion serves to assess the project management process and methodologies proposed by the tenderer and their adequacy with the WCO requirements set out in part 1, including the timeframe for development of e-learning modules. It will also assess the tools and methods proposed to ensure an easy and efficient project, quality and risk management. The following information will need to be provided by the tenderer in order to assess this criterion:

The following information will
- Description of the project, quality, risk and management systems and tools.
- Timeframe for the development of modules.
- Description of delivery methodologies and tools aligned to the WCO project cycle.
3.5 Points

A scoring system to evaluate the award criteria relating to the technical merits of the tender shall be applied. Points will be applied as follows:

<table>
<thead>
<tr>
<th>Tender Award Criteria</th>
<th>Maximum Points</th>
<th>Minimum Passing Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award criterion 1</td>
<td>90</td>
<td>75</td>
</tr>
<tr>
<td>Award criterion 2</td>
<td>90</td>
<td>75</td>
</tr>
<tr>
<td>Award criterion 3</td>
<td>90</td>
<td>75</td>
</tr>
<tr>
<td>Award criterion 4</td>
<td>100</td>
<td>80</td>
</tr>
</tbody>
</table>

**TOTAL** 370 305

Technical sufficiency levels: in order to be selected, companies shall have an overall score of 305 points or more.

3.6 Project Proposal

The offer provided by the tenderer will be examined from a technical perspective. Tenderers are requested to provide the information as requested in this call for tender and according to instructions and templates provided. The WCO will assess the offer from a technical perspective and will make sure that all requirements have been met.

The WCO reserves the right to reject an offer in case some requirements are missing or in should it estimates that too many requirements are not fully met.

3.7 Financial Proposal

The WCO Advisory Committee on Contracts shall then proceed with the financial classification of the tenders retained.

100 points in the evaluation of financial proposals will be awarded to the lowest priced tender and points will be awarded to the other tenders in direct proportion to their relation with the lowest priced tender.

The WCO will award contracts to the tenders offering the best value for money using a 60/40 technical/financial point allocation.

The price quoted must be a firm, non-revisable price and must be denominated in euro, as per Annex 1. Prices quoted must include all government taxes, customs duties and levies, unless the
service provider is registered in the European Union in which case price would be exclusive of VAT.\(^2\)

### 3.8 Award of the contract

The contract shall be awarded to the tenderers offering the best value for money.

The WCO reserves the right not to select any tender if the amounts tendered exceed the budget envisaged for this project. Where applicable, the WCO may ask the tenderer to provide clarification about a tender. This request, as well as the response, shall be in writing. The WCO reserves the right to ask an applicant for an additional interview; in particular where it is difficult to judge which of several firms represents the best value for money. The cost of the interview shall be borne by the tenderer. The WCO reserves the right to ask tenderers for their best and final offer before awarding the contract. Each tenderer shall be informed about the decision by the Advisory Committee on Contracts.

### 3.9 No obligation to award a contract

In no way whatsoever does the call for tender procedure entail any obligation on the WCO’s part to award one or more contracts. Up until the signature of the contract the WCO may decide not to perform the contract or may cancel the call for tender procedure, without the tenderers’ being able to claim compensation of any kind.

The WCO is not liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be liable should it decide not to award the contract.

In any event, the WCO retains the right to withdraw the call for tender or to reject all the tenders before a contract has been awarded and signed, without having to provide any justification or having to compensate the tenderers for any damage whatsoever.

The WCO reserves the right to contract in full or partly the services described in this call for tender without having to provide any justification or having to compensate the tenderers for any damage whatsoever.

### 3.10 Special provisions

Nothing in this call for tender and the annexes thereto, including in particular any references to Belgian legislation, shall be construed as a waiver by the WCO of its privileges or of those of its officials.

Given that the WCO is an intergovernmental organization, it is expressly agreed that the rights and obligations of the Parties shall be governed by the call for tender or, subsidiarity, by the provisions

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\(^2\) Please see article 1.4 of the “Standard Terms and Conditions for the Provision of Goods and/or Services to the WCO, as annexed hereto.
of Belgian law. It is expressly stated that the constituent parts of the call for tender shall take precedence over the legislative and regulatory provisions referred to therein.

3.11 REQUEST FOR INFORMATION – COMPLAINTS

Unsuccessful tenderers may seek clarification, from the official responsible for purchases, of the reasons why they were not awarded the contract.

All request for information or complaints must be lodged according to Annex 6, point 7 of the WCO Financial Rules as (see Annex V hereto).

3.12 ACCEPTANCE OF THE CONDITIONS OF THE CALL FOR TENDER AND PROVISIONS APPLICABLE TO THE AGREEMENT

The tenderers acknowledge that providing a proposal implies full acceptance of (i) the conditions set out in this call for tender and (ii) the essential and non-negotiable terms and conditions of the WCO which will be applicable to the agreement that will be negotiated following the award of the contract (as annexed hereto in annex VI “Standard Terms and Conditions for the Provision of Goods and/or Services to the WCO”).
ANNEXES

Annex I: Template for Financial Offers
Annex II: Brief guide for developing and updating e-learning courses
Annex III: WCO Corporate Identity Guidelines
Annex IV: CLiKC! Specifications for WCO e-learning Modules
Annex V: WCO Financial Rules
Annex VI: Standard Terms and Conditions for the Provision of Goods and/or Services to the WCO
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