WCO CALL FOR TENDER

External Management Audit

Deadline for the submission of offers:

18 September 2020 – 10:00 am (UTC +1)

Address for the submission of offers:

WCO-OMD
WCO CALL FOR TENDER – External Management Audit

For the attention of Mr. Marc Bruneau
Head of Purchases, Sales and Contracts Service
Rue du Marché, 30
B-1210 – Brussels
Belgium
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PART ONE

1. GENERAL INFORMATION ON THE WORLD CUSTOMS ORGANIZATION

Established in 1952 as the Customs Co-operation Council (CCC), the Organization adopted the World Customs Organization (WCO) as its informal working name in 1995. The WCO is the only independent intergovernmental organization with competence in Customs matters. More details can be obtained from http://www.wcoomd.org.

The WCO's mission is to enhance the effectiveness and efficiency of Customs administrations and help them to contribute to the achievement of national development objectives, particularly in the fields of trade facilitation, revenue collection, protection of society and supply chain security. The WCO’s 183 Member Customs administrations and one “akin member” (European Union) are together responsible for processing around 98 % of world trade.

The WCO is also a forum for dialogue and exchanges of views between Customs delegates, representatives of other international organizations and, where appropriate, also observers from the private sector. The Organization offers its Members a wide range of Conventions and other international instruments, as well as capacity building and technical assistance and training services delivered directly by the Secretariat or with its involvement through external certified Customs experts. The two official languages of the WCO are French and English.

The international Convention and its Annexes establishing a Customs Co-operation Council (CCC) is the legal reference for the basic texts which guide the Organization in its daily work. The WCO (CCC) is located in Belgium and is represented by its Headquarters (Secretariat), located at Rue du Marché, 30, B-1210 Brussels.

Through the adoption of the Rules of Procedure of the Customs Co-operation Council the Organization created a Finance Committee to perform the functions assigned to it by the Financial Rules. Twelve WCO Members, composed of two representatives from each of the six WCO regions (Europe; North of Africa, Near and Middle East; East and Southern Africa; West and Central Africa; South America, North America, Central America and the Caribbean; and the Far East, South and South East Asia, Australasia and the Pacific Islands) are invited to meet within the WCO Audit Committee. The Chairperson of the WCO Finance Committee is observer to the WCO Audit Committee. The WCO Audit Committee works on the basis of its Audit Charter which is annexed to this document as Annex II. It is currently under review.

The Audit Charter (Annex II) and the Audit Plan (Annex III) describe the WCO audit universe, from which the objectives for management audits are drawn on an annual basis. The WCO carries out external audits (subject to this tender) and also internal audits which are directed by the WCO Internal Auditor.

1.1 WCO Audit plan (Annex III)

Each year the WCO Audit Committee considers requesting an external Auditor to perform a management audit which looks into work processes and workflows which the WCO has established in order to discharge its annual implementation plan contained in the Organizations tri-annual Strategic Plan. These management audits carried out at the WCO are mainly risk based and focused on an ongoing and periodically reviewed risk mitigation process. The WCO Audit Plan is built on a risk mapping review carried out in 2019/2020 and adopted by the Audit Committee at its last meeting in February 2020.
Any future management audits will have to be carried out in the light of this approach and on the basis of the WCO Audit Plan to be approved by the WCO Council in December 2020. It should be noted that the Audit Plan may be changed on an annual basis as a consequence of the deliberations held within the Audit Committee. The selected audit to be carried out during the next financial year (1 July 2020 to 30 June 2021) will be on the topic “lack of expertise and knowledge” with a link to “talent management” (see Draft Outline for the Audit – Annex IV). The external auditor generally works in close co-operation with the WCO’s Internal Auditor at the Secretariat in Brussels.

1.2 Tasks of the External Auditor

The external auditor is required to conduct an audit of the subject requested including to propose findings and recommendations relating to the various audit subjects/themes based on the proposed objective(s) and if appropriate to assist the Audit Committee in assessing the implementation of the various recommendations.

2. PURPOSE OF THIS TENDER

(a) The purpose of this call for tender is to contract an external management audit company for the next Financial Year and up to four (4) additional financial years. The WCO Financial Year runs from 1 July of any given year to 30 June of the following year.

(b) The requested annual audits concern the verification of processes and workflows within the Organization. Each year, the Audit Committee will decide whether an external audit will be carried out under this framework contract.

(c) The newly contracted external auditor will be required to plan the work as from 1 October 2020 with the aim of producing the first draft audit report concerning Financial Year 2020/2021 by early January 2021 and to present it at the 15th Audit Committee meeting scheduled for 8 and 9 February 2021.

2.1 Audit scope and expected outcome

The scope and expected outcome of the annual external management audit is described in general in the Audit Plan (Annex III).

Regarding Financial Year 2020/2021 the subject of the external management audit will be “lack of expertise and knowledge” with a link to “talent management” which is explained in the draft outline of the audit (Annex IV).

2.2 Auditor profile

(a) The auditor should be a highly-regarded and experienced private firm from the audit/consulting sector which can act as an independent auditor, and which is qualified to certify management processes and workflows.

(b) The company should have a proven track record in auditing public sector enterprises, administrations and/or international organizations on the basis of internationally accepted and recognized principles.

(c) The external auditor will be able to work and produce a written report in at least one of the two official WCO languages (French or English).
(d) It would be considered an advantage if the auditor could provide a stable team, consisting of at least one senior auditor, over the period of the contract.
PART TWO

1. Procedures for answering the call for tender and content of the tender

1.1. Preparation of the tender

The tender will comprise two (2) separate parts: one part meeting the technical criteria - Technical Proposal (below 1.2) - and the other indicating the price of the services requested - Financial Proposal (below 1.7).

The Financial Proposal has to be provided in a separate envelope.

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 will be set aside.

1.2. Technical Proposal

- The Technical Proposal must contain the following documents:
  
  (a) Administrative documents:
      
      ▪ A sheet describing the company’s professional activities
      ▪ VAT No. or VAT exemption certificate
      ▪ A document attesting to the company’s legal status
      ▪ A document listing the names and status of the individuals who make up the company’s governing bodies, together with an organization chart of the company
      ▪ Documentary evidence of the company’s financial situation (balance sheet, profit and loss account).
      ▪ A declaration on honour vouching that the tenderer is not in one of the situations described in Section 2.1. below:
  
  (b) Information document on the tenderer’s expertise and experience:
      
      ▪ Evidence of experience in auditing public sector entities in management processes and workflows (at national as well as international level, including
        o Experience in auditing the processes and workflows of international public organizations and to apply internationally accepted best practices in audit matters and approaches
        o Experience in designing and executing audit projects based on Terms of Reference provided by the public entity
        o Experience in designing surveys, conducting interviews and to lead benchmarks with other entities such as international organisations
        o Ability to work in English and/or French and to produce a written final report in these languages
The said experience and expertise should be proven by references from companies or public entities, in particular international organizations, for which the tenderer has already worked as external management auditor.

(c) Information regarding the planning of the audit for Financial Year 2020/2021 “Lack of expertise and knowledge” and “Talent management” (Annex IV) to be submitted in Annex V (Technical Proposal – Planning of audit 2020/2021):

- Description of human resources for performing the audit, including size of team, roles and responsibilities of team members, and CVs of staff member involved,
- Description of equipment, tools, methodology used for performing the audit,

1.3. **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.

1.4. **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.

1.5. **Formalities and signing of tenders**

The tender should be sent to:

Mr. Marc Bruneau  
Head of Central Services  
World Customs Organization  
30, Rue du Marché  
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.

1.6. **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.
1.7. **Financial Proposal**

The financial proposal must be duly dated and signed by a duly authorized representative of the tenderer.

The financial proposal will be based on Annex VI. The tenderer should specify daily rates for each category of staff involved and the estimated total costs for the audit 2020/2021 (see Annex IV).

The price quoted must be a firm, non-revisable price and must be denominated in euro. For tenderers from countries which do not form part of the euro zone, the amount of the tender cannot be revised as a result of exchange rate fluctuations. The choice of exchange rates falls to the tenderer, who bears the risks and reaps the benefits associated with these fluctuations.

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.¹

1.8. **Language**

All responses to this call for tender must be written in either English or French.

1.9. **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:

    2020_CFT_ExternalAuditor@wcoomd.org

The WCO shall respond in writing to any request it receives no later than 5 days prior to the deadline for submission of tenders.

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

1.10. **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 a 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.

¹ Please see article 1.4 of Annex VII - Standard terms and conditions applicable to the agreement.
1.11. **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.

1.12. **Subcontracting**

Subcontracting will not be permitted.

2. **Assessment and award of contract**

2.1. **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.

2.2. **Ethics clause**

Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Advisory Committee on Contracts 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 project. Should such a situation arise during execution of the contract, the contractor must immediately inform the contracting authority.

Tenderers and any subcontractors 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 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 contractor ceases to be independent, the WCO may, regardless of injury, terminate the contract without further notice and without the contractor 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.

2.3. **Selection criteria**

Only those tenders fulfilling all the selection criteria will be examined in the light of the award criteria:

The selection criteria are:

- Technical proposal (see Part Two, Section 1.2.).
- Financial proposal (see Part Two, Section 1.7.).

2.4. **Award Criteria - Technical proposal**

**Award criterion 1 – Expertise and experience (maximum 60 points)**

This criterion serves to assess the company’s level of experience in auditing public sector entities in management processes and workflows (at national as well as international level), including:

- Experience in auditing the processes and workflows of international public organizations and to apply internationally accepted best practices in audit matters and approaches
- Experience in designing and executing audit projects based on Terms of Reference provided by the public entity
- Experience in designing surveys, conducting interviews and to lead benchmarks with other entities such as international organisations
- Ability to work in English and/or French and to produce a written final report in these languages

The tenderer is requested to provide information on similar projects performed for similar entities, especially to other International Organizations and/or to public entities and to provide references from those entities for which the tenderer has already worked as external management auditor.
Award criterion 2 – Resources (maximum 40 points)
This criterion serves to assess the company’s level of:

- Human resources for performing the audit 2020/2021, including size of team, roles and responsibilities of team members, stability of team and CVs of the project managers and any staff member involved

- Equipment, tools, methodology used for performing the audit 2020/2021

The tenderer is requested to provide information on the team which will perform the management audit and to describe and explain its equipment, tools and methodology using Annex V (Technical Proposal – planning of audit 2020/2021).

2.5. Points

A points system to evaluate the award criteria relating to the technical merits of the tender will be applied. A maximum of 60 points will be attributed to criterion 1, a maximum of 40 points will be attributed to criterion 2.

Technical sufficiency levels

In order to be selected, companies will have to score a minimum of 40 and 30 points under criteria 1 and 2 respectively, with a minimum total of 70 points.

2.6. Evaluation of Financial proposal

The price quoted must be a firm, non-revisable price and must be denominated in euro. The price should include any travel and accommodation costs.

Having examined the tenders from a technical perspective, the Advisory Committee on Contracts will determine which is the most economically advantageous, taking into account solely tenders having obtained a technical score of at least 70 of the points that are available for the technical quality of the tender.

The WCO Advisory Committee on Contracts will then proceed with the financial classification of the tenders retained, according to the ranking procedures described below.

2.7. Ranking of the tenders and award of the contract

The tender offering the best value for money will be chosen, provided that the minimum number of points cited above is achieved. Best value for money will be calculated as follows:

- all tenders that do not reach the stated technical sufficiency levels for each award criterion will not be considered for award of the contract;

- all tenders that meet each of the criteria and have scored at least 70 points (in accordance with paragraph 2 of Section 2.5.) will be deemed technically sufficient.

The WCO will consider the prices quoted by each of the applicants in the financial proposal. The elements of the financial proposal will be weighted according to the following scheme:

- Rates per day for different staff categories 50%
- Estimated total costs for audit 2020/2021 50%
The distribution of points between quality (technical proposal) and price (financial proposal) will be 50-50. The tender offering the best value for money and the most complete service (taking into account the WCO requirements) will be chosen provided that the minimum number of points cited above is achieved.

The WCO reserves the right to ask the applicants for an interview which would be held in the second half of September 2020; in particular where it is difficult to judge which of several firms represents the best value for money.

The contract will be awarded to the company 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, will be in writing. The WCO reserves the right to ask an applicant for an additional test; in particular where it is difficult to judge which of several firms represents the best value for money. The cost of the test will 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 will be informed about the decision by the Advisory Committee on Contracts.

2.8. **No obligation to award the contract**

In no way whatsoever does the call for tender procedure entail any obligation on the WCO’s part to award the contract. 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 will 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, without having to provide any justification or having to compensate the tenderers for any damage whatsoever.

2.9. **Special provisions**

Nothing in this call for tender and the Annexes thereto, including in particular any references to Belgian legislation, will 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 will be governed by the call for tender or, subsidiarily, by the provisions of Belgian law. It is expressly stated that the constituent parts of the call for tender will take precedence over the legislative and regulatory provisions.

2.10. **Request for information – Complaints**

Unsuccessful tenderers may seek clarification, from the official responsible for purchases (marc.bruneau@wcoomd.org) of the reasons why they were not awarded the contract.

All complaints relating to the awarding of a contract made by an unsuccessful tenderer must be lodged with the official responsible for purchases within eight (8) working days of notification of rejection. Beyond that time all requests will be rejected. All complaints are ruled by the Financial Rules of the WCO as described in Annex VIII, point 7.
Any dispute arising between the WCO and any tenderer regarding the interpretation and/or fulfillment of this call for tender will, if not resolved following the procedure described in Annex VIII, point 7 of the WCO Financial Rules, be settled in accordance with the procedure laid down in Part I of Customs Co-operation Council Decision No. 331, a copy of which is appended at Annex I hereto.

2.11. **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 described in Annex VII hereto “Standard terms and conditions applicable to the agreement”).

**Annexes:**

Annex I - Decision of the Council No. 331

Annex II - Audit Charter

Annex III - Draft Audit Plan

Annex IV - Draft outline for the audit 2020/2021

Annex V - Technical Proposal – Planning of audit 2020/2021

Annex VI - Financial Proposal

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