



WORLD CUSTOMS ORGANIZATION
ORGANISATION MONDIALE DES DOUANES

Established in 1952 as the Customs Co-operation Council
Créée en 1952 sous le nom de Conseil de coopération douanière

Division of Administration and Personnel

Call for tender for the development of a Meeting Management System

Deadline for receipt of tenders: 12 January 2018



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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 182 Member Customs administrations throughout the world are together responsible for processing 98% of global trade.

Each year, the WCO is organizing hundreds of meeting sessions, conferences, and seminars. Agendas, reports and working documents must be produced to support these meetings. So far, the gathering, processing, archiving, and publishing of such documents were managed through a tool called Windchill that has never been upgraded since its implementation. This system is not flexible, is outdated, and is not aligned with business needs. The WCO decided therefore to implement a new user-friendly solution which can evolve along with business needs.



1.2 Objectives of the assignment

The selected company will have to design, develop, test, deliver and maintain a Meeting Management System.

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

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

1.3.1 *Design a Meeting Management System*

The selected supplier will be requested to design a Meeting Management System. Systems features have been identified in Annex 1.

Attention

These may not be fully complete. User experience of proposed mock-ups could be improved. Features could be slightly updated. In summary, the WCO is expecting guidance and advice from the selected supplier while the annex 1 is a strong starting point.

The expected deliverables of this task are:

- Functional analysis document including definitive mockups, style guide, reviewed user stories, definitive roles and permissions.
- Technical analysis document including system architecture, data models, interfaces with third-party system (through web services or application programming interface).
- Acceptance test plan document.

1.3.2 *Develop a Meeting Management System*

Once designed, the selected supplier will be requested to develop the Meeting Management System.

The expected deliverables of this task are iterative versions of the Meeting Management System. The WCO is expecting to see and test the evolution of the Meeting Management System at regular time interval before final delivery so that slight modifications could be brought and risks could be identified and addressed sooner.

1.3.3 *Test the Meeting Management System*

At each development iteration, the WCO is expecting to receive from the selected supplier a test report based on the acceptance test plan for the features that have been included in the iteration along with a regression test plan.

Security and performance testing must also be performed and documented.

1.3.4 *Deliver the Meeting Management System*

The selected supplier will be requested to deliver the Meeting Management System to its production environment when its development is complete and test results are positive.

Apart from the application, the WCO is expecting to receive:

- The source code of the application.
- An installation guide allowing the WCO to install or understand the installation of the Meeting Management System.
- A user guide for a generic user and a user guide for an administrator.
- A training kit and training for WCO secretaries.



1.3.5 Maintain the Meeting Management System

The Meeting Management System is paramount to meetings that the WCO is holding throughout the year. Therefore, it must be maintained and protected from service interruption.

Furthermore, system requirements may evolve in specific fields in the future.

1.4 Technical Specifications

Technical specifications are described in Annex 1 under the form of functional and non-functional requirements.

1.5 Project management

1.5.1 Project Cycle

From contract signature, the WCO is expecting that a kick-off meeting will be organized. Once done, the Meeting Management System should be iteratively built up by the selected supplier as described:

Week 1	Week 3	Week 5	Week 7	Week 9
Iteration 1 - Design	Iteration 1 - Development	Iteration 1 - Testing		
	Iteration 2 - Design	Iteration 2 - Development	Iteration 2 - Testing	
		Iteration 3 - Design	Iteration 3 - Development	Iteration 3 - Testing

The scope and length of iterations must be specified by the selected supplier in agreement with the WCO.

1.5.2 Validation Process

Each deliverable must be validated by the WCO. Apart the application itself, validation of other deliverables should not exceed the following cycle:

- T0: Deliverable submitted for review to the WCO.
- T1 (T0 + 5 working days): Deliverable reviewed by the WCO.
- T2 (T0 + 8 working days): Comments and remarks implemented. Deliverable submitted for acceptance to the WCO.
- T3 (T0 + 10 working days): Deliverable accepted.

If need be, meetings could be organized between T1 and T2 to clarify WCO's position or to allow the selected supplier to provide additional explanations.

Application releases must be validated by the WCO within 10 working days.

1.5.3 Reporting Requirements

During project phases, the selected provider 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;
- 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.



1.6 Other key conditions

1.6.1 Work Location

It is foreseen that the work will be done remotely using the means of communication available to the WCO (telephone, e-mail, fax, videoconferencing), although some face-to-face meetings might be desirable. Where possible, it is preferred that any such meetings take place at WCO Headquarters in Brussels, the travel expenses being borne by the selected provider.

1.6.2 Warranty

The selected provider 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 Meeting Management System.

1.6.3 Property

The WCO has the 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 application.

1.6.4 Experience of the tenderer

The tenderer should have experience of working on similar projects in the past three years (at least 3), in particular of working in similar international organizations.

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

1.7 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 a 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 a technical architect in charge of the technical design of the Meeting Management System. 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 a business architect in charge of the functional design of the Meeting Management System. 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 a test manager in charge of the testing of the Meeting Management System. 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 project manager and his/her backup, the technical architect, the business architect and the test manager are stated below.

1.7.1 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 applies the same methodology and quality standards in all procedures.
- Assessing risk and ensuring quality control for all activities carried out by the provider.

Competence:

- University qualification in a relevant field.
- Extensive experience of managing similar 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.
- Familiarity with SCRUM/Agile.
- Certified: PMI, Prince 2 or similar would be beneficial.

1.7.2 Technical Architect

Function:

Is responsible for:

- Setting up the technical architecture of the system.

Competence:

- University qualification in a relevant field.
- Extensive experience in technical architecture, preferably in international organizations/NGOs or Customs-related field in the past five (5) years.
- Experience in effectively managing the work of subordinate analysts and developers.
- Familiarity with the full range of technologies referenced in Annex 1 under the chapter on non-functional requirements.
- Familiarity with SCRUM/Agile.
- Certified: Java and/or PHP, MySQL and or PostGre, TOGAF or similar would be beneficial.



1.7.3 *Business Architect*

Function:

Is responsible for:

- Setting up the business architecture of the system. This includes the features, the navigation, the style guide, and the application user experience.

Competence:

- University qualification in a relevant field.
- Extensive experience in technical fields, preferably in international organizations/NGOs or Customs-related field in the past five (5) years.
- Experience in effectively managing the work of subordinate analysts and graphic designer.
- Familiarity with story mapping.
- Familiarity with SCRUM/agile.
- Certified: BABOK, IREB or similar would be beneficial.

1.7.4 *Test Manager*

Function:

Is responsible for:

- Managing all test activities (functional, security, performance) and test deliverables (Acceptance Test Plan, Test Report).

Competence:

- University qualification in a relevant field.
- Extensive experience in highly technical fields, preferably in international organizations or Customs-related field in the past five (5) years.
- Experience in effectively managing the work of subordinate testers.
- Familiarity with story mapping.
- Familiarity with SCRUM/agile.
- Certified: ITSQB or similar would be beneficial.

1.8 Financial Offer

The tenderer shall provide a detailed offer taking into account each requirement (**and its priority**) in Annex 1.

The WCO does not recommend the usage of framework(s), especially on front-end side. Framework usage shall be justified by the tenderer along with the risks that may cause this usage.

In case, the proposed technical solution is based on the usage of a framework(s), the WCO is expecting to also receive an offer without the use of frameworks.

The prices should be indicated and detailed following the format provided in Annex II. The WCO will not consider a financial offer provided in another format. All costs and possible rebates should be taken into account 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 II 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.
 - Belgian 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).
 - 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 on similar projects during past years.
 - References from companies 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 – Meeting Management System
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.

The tenderer is also expected to deliver an electric version of the tender through USB key and/or DVD along with a paper version.

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 instructions under part 1.8.

The tenderer must complete the “Financial offer” table as outlined in part 1.8 and Annex II. 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.

The price quoted must exclude VAT, as the WCO is exempt from this tax.

2.7 LANGUAGE

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

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:

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.

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 provider is fully responsible for the performance of any subcontractors.
- The management of the project 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 provider must not subcontract to third parties not identified in the tender as potential subcontractors without prior written authorization from the WCO.
- The service provider shall not cause the contract to be performed in fact by third parties.
- Even where the WCO authorizes the service provider to subcontract to third parties, the service provider shall nonetheless remain bound by its obligations to the WCO under the contract.
- The service provider 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 provider, as indicated below.

Tenderers should note that the WCO shall consider intended subcontracting as an indication that the potential service provider does not have 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.



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.

On top of these exclusion criteria, any tender which shall not comply with the following non-functional requirements shall be excluded:

- The usage of PHP or Java as programming technologies.
- The usage of MySQL or PostGre as databases.

Although this is not an exclusion criterion, we highly recommend the usage of standard libraries.

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 provider 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 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 provider ceases to be independent, the WCO may, regardless of injury, terminate the contract without further notice and without the service provider 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 Part 1.8).

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, 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 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.
- A description of the proposed technical approach.
- Specifications on which team member that will be responsible for delivering which part of the project.
- Prototype:
 - .1 Either a prototype showing how the tenderer will develop the meeting management system or samples of previous similar works developed in the past three (3) years, preferably in the area of international organizations/NGOs and/or customs.
 - .2 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 working with similar projects in the past three years and the tenderer's familiarity of working in the area of International Organizations/NGOs and/or Customs.

Award criterion 3 – Experience of the proposed team

This criterion serves to assess the experience of the proposed Account/Project Manager and his/her backup, Technical Architect, Business Architect, and Test Manager 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 his/her 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 Technical Architect including information on university qualification, professional experience of working on technical projects in the past three years, list of previous clients and experience in oversight of a team of analysts and developers in such projects.
- CVs of the Business Architect including information on university qualification, professional experience of working on technical projects in the past three years, list of previous clients and experience in oversight of a team of analysts and graphic designers.
- CVs of the Test Manager including information on university qualification, professional experience of working on technical projects in the past three years, list of previous clients and experience in oversight of a team of testers 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 implementation of the Meeting Management System. It will also assess the tools and methods proposed to ensure an easy and efficient project, quality, change 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, change and risk management systems and tools.
- Timeframe for the development.
- Description of delivery methodologies and tools

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:

Tender Award Criteria	Maximum Points	Minimum Passing Score
Award criterion 1	60	50
Award criterion 2	30	30
Award criterion 3	150	75
Award criterion 4	95	60
TOTAL	335	215

Technical sufficiency levels: in order to be selected, companies shall have an overall score of 215 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 if 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.

The price quoted must be a firm, non-revisable price and must be denominated in euro, as per part 1.8. The price should include any travel and accommodation costs. The price quoted must exclude VAT, as the WCO is exempt from this tax.

The prices proposed by the tenderers will be applied a score of a maximum of 335 points based on the classification of the prices stated in the offers received by the WCO.

3.8 AWARD OF THE CONTRACT

The contract shall be awarded to the tenderer 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 test; in particular where it is difficult to judge which of several firms represents the best value for money. The cost of the test 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 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 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 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 III, point 7 of the WCO Financial Rules.

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

The tenderers acknowledge that providing an offer implies full acceptance of the conditions set out in this call for tender and to the provisions applicable to the agreement as described in Annex IV hereto "Terms and conditions applicable to the agreement".



ANNEXES

Annex I: Meeting Management Scoping Study

Annex II: Template for Financial Offers

Annex III: WCO Financial Rules Extract

Annex IV: Contractual General Term and Conditions for the Development of Meeting Management System