



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

CAPACITY BUILDING DIRECTORATE

Call for tender for the update of WCO e-learning modules

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1. Background, purpose and development of the project

1.1 Background

1.1.1 *The institution*

The World Customs Organization (WCO) is the only intergovernmental organisation exclusively focused on Customs matters. With its worldwide membership, the WCO is now recognized as the voice of the global Customs community. It is particularly noted for its work in areas covering the development of global standards, the simplification and harmonization of Customs procedures, trade supply chain security, the facilitation of international trade, the enhancement of Customs enforcement and compliance activities, anti-counterfeiting and piracy initiatives, public-private partnerships, integrity promotion, and sustainable global Customs capacity building programmes. The WCO also maintains the international Harmonized System goods nomenclature, and administers the technical aspects of the WTO Agreements on Customs Valuation and Rules of Origin.

1.1.2 *Training*

In order to meet its Members' ever-increasing training needs, since 2003 the WCO has been developing a distance learning (e-learning) policy. Today, it has a distance-learning package comprising more than 150 training modules¹ dealing with Customs controls, Customs Valuation, the Harmonized System, Temporary Admission, Intellectual Property Rights and other Customs-related topics. These modules are being used by several thousand Customs officers, and the demand for them is continuing to grow.

1.1.3 *The e-learning package*

The WCO's e-learning package consists of two separate parts :

- The training modules (more than 150)
- A training management platform

The training modules

The modules are created using Adobe Flash technology (versions 5 to CS3). They are fully stand-alone and can be run from a fixed medium (CD-ROM, hard disk), from an HTML page or from the WCO's training management platform, whichever the user prefers.

For ease of maintenance and optimal load times, a modular structure is employed and most of the resources (images, sound, texts, etc.) are externalized and called up by Flash at the time of use. Each course module is accompanied by a quiz to test the users' knowledge.

The modules are currently available in English, Spanish and French, and some are in additional languages including Arabic, Portuguese and Russian.

¹ **Module** : teaching unit which the user can combine with other modules to personalize his/her training.
E-learning course : All the modules making up a training course.

Service providers wishing to have a comprehensive overview of the method for developing training modules may, upon request and after signing a confidentiality undertaking, receive a DVD containing all the text files and examples of Flash sources making up the modules

Hosting

The main platform is hosted on a WCO server in Brussels. Local platforms have also been installed at the WCO's Regional Training Centres and in certain Member administrations.

Overview of the tool

The e-learning platform and a small selection of information/demonstration modules can be viewed at the following Web site address during the tendering period.

<https://e-learning.wcoomd.org>

User identification : offre

Password : elearning

1.2 Purpose of this call for tender

1.2.1 Mission

The applicant's mission shall be :

- To carry out a technical update of the modules
- To make the modules SCORM-compliant
- To update the module graphics

The service provider shall provide a "turnkey" service, supplying e-learning courses which are ready to be uploaded and used on the WCO training platform (Moodle).

1.3 Details of the mission

1.3.1 Technical update

The development of the modules began in 2003, and the oldest of them were developed using Macromedia Flash 5 technology. Therefore, although they continue to function, it is no longer possible to edit them. Also the technologies now being employed, which provide for the externalisation of resources and easy text editing, could not necessarily be used on these versions. The service provider selected will therefore be required to :

- Convert, and if necessary adapt the module sources to Adobe Flash CS4 format.
- Ensure that the Administrator mode, as present in the latest modules, is operational.

| Course | Number of screens | Administrator mode to be created or updated |
|------------------------------|-------------------|---|
| Customs Controls | 275 | Yes |
| Customs Valuation | 235 | Yes |
| Harmonized System | 480 | Yes |
| The Istanbul Convention | 240 | Yes |
| Intellectual Property Rights | 100 | Yes |
| Ethics | 30 | Yes |
| Discover the WCO | 20 | Yes |
| CITES | 160 | No |
| SAFE | 20 | No |
| Rules of Origin | 50 | No |
| Transfer Pricing | 120 | No |
| Ozone Depleting Substances | 180 | No |
| TOTAL | 1910 | |

- Ensure that the image, sound and text resources are all correctly externalized.
- Ensure that the subsequent translation of the modules into additional languages including, without limitation, Russian, Arabic and Chinese, as well as any other language which does not employ the Roman alphabet, will be facilitated by the use of a single text component which is external to the course screens.
- Generally ensure that the WCO modules are in full compliance with the technical specifications as appended to this document.

Information to be provided : the service provider will be required to provide examples of, and references for, developments using complex functions created using Adobe Flash technology.

1.3.2 SCORM compliance

The training modules are currently operated on a WCO-hosted platform. In conjunction with the updating of the modules, the plan is to replace this platform by Moodle software. When updating the modules, the service provider will therefore need to ensure that they comply with the SCORM standard (version 1.2 or 2004 version, to be decided in consultation with the service provider), particularly with regard to the bookmark functions and the transmission of quiz scores to the platform, and supply each module in the form of a SCORM package accompanied by its manifest and directly useable with Moodle, for each of the available languages.

Information to be provided : the service provider will be required to provide examples of, and references for, e-learning developments created in Flash and circulated using Moodle software or any other LMS using the SCORM standard.

1.3.3 Graphics update

For the aforementioned reasons relating to the age of some of the modules, the WCO wishes to update their graphic presentation. The service provider will be required to modernize the graphics whilst maintaining the current structure and screen content.

Information to be provided : the service provider will be required to provide examples of, and references, for Flash animations or Flash graphics it has produced.

1.4 Volume of work

The table set out below shows, for information, the number of screens for each e-learning course, and the work to be done.

| Course | Number of screens | SCORM compliance | Technical update | Graphics update |
|------------------------------|-------------------|------------------|------------------|-----------------|
| Customs Controls | 275 | Yes | Yes | Yes |
| Customs Valuation | 235 | Yes | Yes | Yes |
| Harmonized System | 480 | Yes | Yes | Yes |
| The Istanbul Convention | 240 | Yes | Yes | Yes |
| Intellectual Property Rights | 100 | Yes | Yes | Yes |
| Ethics | 30 | Yes | Yes | No |
| Discover the WCO | 20 | Yes | Yes | No |
| CITES | 160 | Yes | Yes | No |
| SAFE | 20 | Yes | No | No |
| Rules of Origin | 50 | Yes | No | No |
| Transfer Pricing | 120 | Yes | No | No |
| Ozone Depleting Substances | 180 | Yes | No | No |
| TOTAL | 1910 | | | |

1.5 Guarantee

The service provider must guarantee to correct, within 8 working days and free of charge, for at least one year from the date of delivery, all problems (bugs) arising out of the changes made to the e-learning modules and making it impossible to use all, or some, of the functions of the modules.

1.6 Project development

1.6.1 Project management

The project shall begin as soon as the contract has been signed, and must be completed according to the schedule proposed by the service provider in its bid. The service must in any event be completed no later than six months after the award of the contract to the service provider.

The WCO shall provide the full set of e-learning courses and attachments, as well as their sources.

1.6.2 Deliverables

For each of the training modules making up the courses listed in 1.4, the chosen service provider must provide :

- The SCORM-compliant .zip files for each of the available languages.
- The amended modules, presented in their initial structure, including the FLASH sources (.FLA)

1.6.3 Validation

The validation process for the deliverables shall comprise several stages :

- Functional and technical validation off-line, to ensure that all the different updates are indeed present.
- Functional validation of the SCORM files on the Moodle platform.
- A report shall be produced for each of these validations, based on a model suggested by the service provider. The latter shall make any adjustments requested at no additional charge.

1.6.4 Execution of the service

It is foreseen that the work could 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 such meetings take place at WCO Headquarters in Brussels, the travel expenses being borne by the service provider.

1.6.5 Confidentiality

The tenderers undertake to regard as strictly confidential all of the documents, information, results or data, of a technical nature or other, which have been and/or will be communicated to them in connection with the call for tender and the ensuing contract, or which may come to their notice as a result of the call for tender and the contract.

The following in particular, without limitation, shall be regarded as confidential :

- The course contents
- The source codes
- Any information concerning the staff of the WCO and the project
- Any Moodle software access codes supplied by the WCO

By answering this call for tender, the tenderer signals his full agreement with the foregoing and undertakes to comply with these rules for an unlimited period, regardless of the outcome of the call for tender.

1.7 Ownership

The WCO shall have full ownership of the product as its development by the service provider proceeds. 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 fees. These provisions shall apply both to the files which have been compiled and those containing the source code for the modules.

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 must be provided in a separate envelope.

The tender submitted by the tenderer should include all of the information requested in the technical specifications.

Tenders must be made without reservation. In actual fact, reservation clauses constitute a lack of undertaking. However, a company may note in its tender that certain aspects require elucidation. It is legitimate for a company to point these out, and equally legitimate for the World Customs Organization 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.

The technological solution must be flexible and scalable, and must not require any user licences.

2.2 Documentation required for the tender

All tender proposals must be accompanied by 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 organigram 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 3.1.

(b) Information documents on the tenderer's expertise

- A description of the resources (qualified staff and equipment)
- CVs of the project managers
- Evidence of experience of similar projects
- References from companies for which the tenderer has already worked

2.3 Costs of tender response

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

2.4 Period of validity of the tender

Any tender response by any 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.

2.5 Formalities and signing of tenders

The tender should be sent to :

**Mrs. Karen Garside,
Head of Purchases, Sales and Contracts Service,
World Customs Organization,
30 Rue du Marché,
1210 – Brussels
Belgium
Fax : 02 209 92 63
tendering@wcoomd.org**

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 must be submitted solely by post or delivered by hand to the WCO reception.

2.6 Date of submission of tenders

Tender responses must be received by the Procurement Service at the postal address specified in section 2.5 by 10 a.m. on 16 April 2010. Any tender response submitted after this deadline shall be rejected.

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

2.7 Prices quoted in tenders

The financial proposal shall indicate the price charged for the work to be done on each of the courses listed in section 1.4. These prices must be indicated in the following table.

| Course | Number of screens | SCORM compliance | Technical update | Graphics update |
|------------------------------|--------------------------|-------------------------|-------------------------|------------------------|
| Customs Controls | 275 | | | |
| Customs Valuation | 235 | | | |
| Harmonized System | 480 | | | |
| The Istanbul Convention | 240 | | | |
| Intellectual Property Rights | 100 | | | |
| Ethics | 30 | | | - |
| Discover the WCO | 20 | | | - |
| CITES | 160 | | | - |
| SAFE | 20 | | - | - |
| Rules of Origin | 50 | | - | - |
| Transfer Pricing | 120 | | - | - |
| Ozone Depleting Substances | 180 | | - | - |
| TOTAL | 1,910 | | | |

The financial proposal must be duly dated and signed by the person authorized to sign on behalf of the tenderer.

The price must be quoted in euro and must include any discount and/or “wholesale” price. 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 will bear the risks and reap the benefits associated with these fluctuations.

The tenderer shall specify daily rates for each category of staff involved.

The price for these categories of staff shall then be fixed for the duration of the contract and cannot be exceeded.

The service provision shall be priced in terms of the number of man-days to be worked in order to complete the project.

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

2.8 Language

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

2.9 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 the WCO Procurement Service at the address mentioned under section 2.5.

The WCO Procurement Service shall respond in writing to any request it receives no later than 15 days prior to the deadline for submission of tenders. Copies of the replies shall be sent to all the applicants to whom the call for tender has been sent.

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.

2.10 Modification and withdrawal of the call for tender

At its sole discretion and without any requirement to provide 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 to provide justification. No claims for damages of any kind whatsoever may be made to the WCO following the withdrawal.

2.11 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 after 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.

2.12 Subcontracting

Shall be deemed to be a subcontractor, any entity which is legally separate from the tenderer and to which the latter has recourse for the execution, under its instructions and specifications, of part of the services it intends to provide.

Subcontracting is permitted subject to the following conditions :

- 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).
- Subcontracting must not exceed 30% of the contract.
- The subcontractor is the sole responsibility of the main contractor.
- The contractor must not subcontract to third parties not identified in the tender as potential subcontractors. To that end, the tenderer must supply all the administrative documents mentioned in section 2.2 relating to the subcontractor.
- The WCO retains the right to accept or reject the subcontractor without having to provide any justification whatsoever.
- The WCO may refuse to authorize subcontracting, especially if the contractor causes the contract to be performed in fact by one or more subcontractors, or if the WCO does not consider the subcontractor competent to perform the service requested.
- If the WCO rejects the subcontractor, the tender submitted will be rejected automatically.

- Even where the WCO authorizes the contractor to subcontract to third parties, the contractor shall nonetheless remain bound by its obligations to the WCO under the contract.
- The contractor shall ensure that the subcontract does not affect rights and guarantees to which the WCO is entitled by virtue of the contract.
- Where the total amount envisaged for subcontracting is above 15 % of the total contract value, evidence of the potential subcontractor(s) ability to perform the tasks entrusted to it/them shall be included in the tender. Such evidence is the same as that also required from the contractor, as indicated below.

3. Assessment and award of a 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 any 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 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 Organisation (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.

3.3 Selection criteria

Only those tenders fulfilling all the selection criteria shall be examined in the light of the award criteria.

The selection criteria are set out in section 2.2 (a).

3.4 Award criteria

Further to the price quoted for the performance of the contract, the following award criteria shall be applied :

Award criterion 1 – Technical response - (maximum 20 points)

This criterion serves to assess whether the tenderer has taken into consideration all the technical specifications required to provide the services requested. The quality assurance of services, the information technology skills needed for their development and the length of the guarantee on the work completed shall also be assessed under this criterion.

Award criterion 2 – Company expertise (maximum 16 points)

This criterion serves to assess the company's level of expertise, especially its experience of similar projects and the competences of the project team.

Award criterion 3 – Project management (maximum 16 points)

This criterion relates to the quality of project planning, methodology and tools.

3.5 Points

A points system to evaluate the award criteria, relating to the technical merits of the tender, shall be applied. A maximum of 20 points shall be attributed to criterion 1, a maximum of 16 points shall be attributed to criterion 2 and a maximum of 16 points shall be attributed to criterion 3.

Technical sufficiency levels : in order to be selected, companies shall have to score a minimum of 14, 10 and 8 points under criteria 1, 2 and 3 respectively, with a minimum total of 32 points.

3.6 Budget

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 shall determine the tender which is the most economically advantageous, taking into account solely tenders having obtained a technical score of at least 32 of the 52 points that are available for the technical quality of the tender.

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

3.7 Ranking of the tenders and award of the contract

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

- all tenders that do not reach the stated technical sufficiency levels for each award criterion shall not be considered for award of the contract;
- all tenders that meet each of the criteria and have scored at least 32 points (in accordance with paragraph 2 of section 3.5) shall be deemed technically sufficient.

The WCO shall consider the prices quoted by each of the applicants (maximum 8 points).

A weighting shall be applied for each of the criteria, and for the price :

- technical response (45%)
- company expertise (15%)
- project management (15%)
- price (25%).

The contract shall then be awarded to the tenderer obtaining the highest number of points after weighting.

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.

3.8 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 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, without having to provide any justification or having to compensate the tenderers for any damage whatsoever.

3.9 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, subsidiarily, 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.

The submission of a tender entails acceptance of the contractual provisions as presented in the appended model contract.

The tenderers acknowledge and accept that any dispute arising between the WCO and the tenderer having been awarded the tender, regarding the interpretation and/or execution of the contract subsequent to the call for tender, and which the Parties have been unable to settle amicably within thirty (30) days from the date of notification of the dispute, shall be

settled in accordance with the procedure laid down in Part 1 of Customs Co-operation Council Decision No. XXXIII, a copy of which is appended at Annex I hereto.

Annex I – Customs Co-operation Council Decision No. XXXIII

DECISION No. XXXIII

(November 1954)

HAVING REGARD to Article IX, Section 24, of the Annex to the Convention establishing the Customs Co-operation Council,

THE COUNCIL DECIDES :

to adopt the following modes of settlement of disputes arising out of contracts or other disputes of a private character to which the Council is a party and of disputes involving any official of the Council who by reason of his official position enjoys, immunity, if immunity has not been waived in accordance with the provisions of Sections 19 and 21.

I. Mode of settlement of disputes between the Customs Co-operation Council and third persons (other than its officials) arising out of contracts

All contracts entered into by the Customs Co-operation Council shall carry an arbitration clause by which the Council and the other party to the contract undertake to refer any disputes regarding interpretation or fulfilment of the contract to an Arbitration Tribunal which shall reach its decision by application of law and without appeal.

The said arbitration clause shall be worded as follows :

1. Any claim or dispute arising out of this agreement or its non-execution, or in respect of this Agreement or its non-execution, shall be settled by an Arbitration Tribunal of three arbitrators who shall render a majority decision, reached by application of law and without appeal.
2. The party wishing to refer a dispute or claim to arbitrate shall give notice thereof to the other party by registered letter naming the person selected as his arbitrator. The other party shall select his own arbitrator within one month of the date of such letter.

The parties shall thereupon formulate the issues involved and lay them before the arbitrators. The two arbitrators, having had the issues laid before them, shall appoint the third arbitrator.

If the two arbitrators fail to appoint the third arbitrator within fifteen days of receiving the statement of issues from the parties, the third arbitrator shall be appointed at the request of any one of the parties or selected arbitrators by the Belgian Minister of Foreign Affairs.

The three arbitrators thus appointed shall constitute the arbitration Tribunal.

3. The arbitrators shall meet at the seat of the Customs Co-operation Council in Brussels and shall decide the dispute or claim by application of Belgian domestic law or, if necessary, of the rules of private international law as applied in Belgium. The Tribunal shall not be bound in the matter of Rules of Procedure; it shall determine its own rules.

The Tribunal shall decide the manner in which costs and expenses are to be borne by the parties.

The Tribunal's powers shall expire three months after the termination of the proceedings of the completion of the final enquiry ordered by it.

4. Parties agree to accept the arbitral award rendered in accordance with the foregoing provisions as constituting final settlement of the claim or dispute.
5. The Customs Co-operation Council declares that no provision contained in the present arbitration clause will be considered by it as a waiver, either explicit or implicit, of any privilege or immunity which it may enjoy in law by virtue of its statute.

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