Call for Tenders for the CENcomm Software Development Project

Deadline for receipt of the signed non-disclosure agreements: 19.04.2023, 23:59 CET
Deadline for receipt of the tenders: 29.05.2023, 23:59 CET
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1 Terms of reference

1.1 Background

The World Customs Organization (WCO) is an independent intergovernmental body, established in 1952 as the Customs Co-operation Council (CCC), whose mission is to enhance the effectiveness and efficiency of Customs services across the globe. The WCO represents 185 Customs administrations that collectively process approximately 98% of world trade. As the global center of Customs expertise, the WCO is the only international Organization with competence in Customs matters.

As a forum for dialogue and exchange of experiences between national Customs delegates, the WCO offers its members a range of Conventions and other international instruments, as well as technical assistance and training services provided either directly by the Secretariat, or with its participation. The Secretariat also actively supports its members in their endeavours to modernize and build capacity within their national Customs administrations.

One of the core activities of the WCO relates to Compliance and Enforcement of import / export regulations, for which it supports projects and programs by providing a secured platform to securely exchange real-time information during the entire length of the projects or programs. The Customs Enforcement Network communication platform (CENcomm2) has been developed many years ago with a modernized version having been released recently (CENcomm3). This application is part of the wider Customs Enforcement Network (CEN) suite which is managed by the WCO's CEN Programme.

The WCO conducted a few internal technical assessments leading that the existing systems needed to be modernized to cope with high operation and maintenance cost, with increasing scope and interoperability needs with other applications.

The aim of this proposal is to develop an upgraded system, known as ‘CENcomm’, which will merge all functionalities of the previous two versions in order to provide users with a secure enforcement tool comprising the latest technologies available on the market.

One key aspect to take into consideration from an architectural standpoint in this proposal is the interoperability of CENcomm with other important WCO systems. The WCO currently offers its Members several standalone enforcement tools, each slightly different in purpose. Some information on these applications is provided in the Objectives of the assignment chapter.

The purpose of this solicitation and the resulting contract is to obtain the services of a qualified supplier to analysis, develop, deploy and release a new software platform along with a service contract support for a duration of three years.

1.1 Objectives of the assignment

The WCO is soliciting proposals to supply consulting services for the development of a new CENcomm application.
As mentioned in the chapter above, the aim of this proposal is to provide our members and users a new modern platform to exchange secured information in real time on specific projects and programs, CENcomm.

There are currently two versions being maintained, CENcomm 2 and CENcomm3, and the objective of this proposal is to design, code and deploy one new CENcomm platform that will group all functionalities existing in the two versions as well as new functionalities.

This project is of primary importance since it is only the first building block of a much bigger program, the Integrated Customs Enforcement Network (iCEN), a project to modernize all of the CEN suite of applications. While details of the iCEN program cannot at this stage be divulged since it is yet not approved, it can be said that the program’s goal at a technical level is to harmonize the code base and maintenance procedures, while at the business level further promote the exchange of enforcement information between administrations. The future options for a harmonized code base should be part of the CENcomm architecture planning, and cover possible use of Micro Service Architecture (MSA) or other architecture mechanisms to give shared code and harmonized maintenance. This requirement will have to be assessed by the supplier during the analysis phase of the CENcomm project and the design phase will have to define the appropriate architecture to include the harmonized code base constraint in the design specifications.

The existing standalone CEN suite tools that will be in the scope of the iCEN program are:

<table>
<thead>
<tr>
<th>Application</th>
<th>Full Name</th>
<th>Description</th>
<th>Primary Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEN</td>
<td>Customs Enforcement Network</td>
<td>Seizure cases</td>
<td>Non-personal</td>
</tr>
<tr>
<td>CENcomm</td>
<td>Customs Enforcement Network Communication Platform</td>
<td>Warning, Seizure cases</td>
<td>Personal</td>
</tr>
<tr>
<td>nCEN</td>
<td>National Customs Enforcement Network</td>
<td>Seizure, suspicion, company, person cases</td>
<td>Personal</td>
</tr>
<tr>
<td>CTS</td>
<td>Cargo Targeting System</td>
<td>Maritime, Air Cargo</td>
<td>Personal</td>
</tr>
<tr>
<td>IRIS</td>
<td>Information Map Website</td>
<td>Public domain news stories</td>
<td>Non-personal</td>
</tr>
</tbody>
</table>

To meet the project main goal, the project will need to focus on the following non-exhaustive list of activities from which the details are listed in the following chapters:

- Perform detailed functional analysis on the existing systems CENcomm2 and CENcomm3
- Define the ‘as-is’ and ‘to-be’ architecture including the interoperability needs with other WCO standalone applications as described in the table above
- Provide the High and Low Level Design of the platform
- Develop and Release of the CENcomm application
- Perform the security testing by an external company

The current proposal also contains an operation and maintenance proposal where the warrant will be free of charge for the first six months after project’s approval and for the next three years after the end of the warranty period.

The project will be measured and accepted based on the non-exhaustive list of success criteria. Other may be defined during the course of the project implementation:
This call for tenders provides the requirements and evaluation criteria for the development of CENcomm. The WCO requests detailed responses from all prospective qualified suppliers, including pricing, and service descriptions, in a specified format. The WCO will conduct a review of the responses received from this call for tenders to contract with a supplier with extensive experience in software development and understanding of the CENcomm scope.

## 2 Scope of Work

### 2.1 Call for tenders Timetable

The estimated schedule for the call for tenders and contract signature is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1: WCO launches the Call for tenders</td>
<td>06.04.2023</td>
</tr>
<tr>
<td>Latest date on which tenderers must return the non-disclosure agreement signed</td>
<td>19.04.2023</td>
</tr>
<tr>
<td>Phase 2: WCO distributes the confidential information to tenderers who signed and returned in due time the non-disclosure agreement</td>
<td>20.04.2023</td>
</tr>
<tr>
<td>Latest date on which tenderers must submit their tenders to the WCO</td>
<td>29.05.2023</td>
</tr>
<tr>
<td>Online demonstration of the existing CENcomm System by WCO</td>
<td>04.05.2023</td>
</tr>
<tr>
<td>Evaluation of the tenders by the WCO</td>
<td>30.05.2023 – 02.06.2023</td>
</tr>
<tr>
<td>Signature of contract</td>
<td>16.06.2023</td>
</tr>
<tr>
<td>Commencement of project</td>
<td>26.06.2023</td>
</tr>
</tbody>
</table>
2.2 Broad Scope of Work

If any services, functions or responsibilities not specifically described in the contract are an inherent, necessary or customary part of the services or are required for proper performance or provision of the services in accordance with the Broad Scope of Work or Indicative List of Required Features, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in the scope of work.

The work includes:

1. Study, Requirement understanding and Analysis with respect to developing CENcomm after undertaking the study of the existing system
2. Design, Development, Implementation and Maintenance of CENcomm system.
3. Bidder shall carry out the Data migration /Porting of existing data from the existing system into the new system. The format/schemas of existing data will be provided to the bidder at project starts.
4. Bidder shall get the system security audited at its own cost but performed by a different company than the bidder itself.
5. The selected bidder would be required to provide free Warranty of 6 months after the successful implementation of the system on production server. The successful implementation of the system means:
   a. Sign off of UAT
   b. Security Audit
   c. Successful Implementation on Production Server
   d. Handover of actual running software source code complete in all respects including source code of DLLs and other supporting libraries
6. After expiry of warranty period, the bidder shall compulsorily offer Operation & Maintenance (O&M) for a minimum of three years
7. Identify the training requirements and train the concerned WCO staff/officers for successful implementation and maintenance of the developed system. The Training shall include application, database and other related features.
8. Preparation of User, Design & Technical manuals and other documents for the developed system in an easy to understand and user friendly language with proper Diagrams, Screen-shots and charts wherever required.

2.3 Indicative Scope of Work

The indicative scope of work regarding Designing, Development, Implementation, and Maintenance of CENcomm System is specified as under:

**Phase 1: Analysis**

i. Finalizing the detailed list of activities, scope and duration of each of the activity and detailed project plan
ii. Study of the existing systems which includes database, features and functionality, course structures & eligibility, accreditation system, schemes, etc. to determine precise requirements of the new system
iii. Detailed discussions with concerned WCO officials to understand the overall objectives of the assignment.
iv. Finalization of Project Objectives/Requirements.
v. Submission of detailed Project Proposal /Plan.
vii. Signoff on detailed project plan, activities, timelines etc from WCO

Phase 2: Design
i. Detailed Requirement gathering and analysis.
ii. Study and analysis of existing /Similar system and include best practices in draft design.
iii. Carry out a System Study including SOPs, guidelines, existing systems to be replaced and with which to interact, etc. to prepare the Software Requirements Specification (SRS) and Functional Requirement Specification (FRS) document.
iv. High level and Low level application designs including the Micro Service architecture.
v. Client Sign-off for Requirement Analysis.
vi. Vendor shall develop appropriate screen layouts and templates for the user feedback.
vii. Approval of prototype (design interface) developed by vendor.
viii. Coordination and collection of required data from WCO officers.
ix. Proper backup policy and Disaster Recovery Management.

Phase 3: Development
i. Coding / Temporary Demo server
ii. Code stored on DevOps server – Azure/Git
iii. Importing of data for testing
iv. Application Development
v. Adherence to Web Application Audit/ Compliance and Approval / Security Features
vi. High availability architecture with following elements:
   a. Load balancing and Redundancy.
   b. Elimination of single points of failure.
   c. Detection of failures as they occur.
viii. Completed system components for UAT
ix. Migration of existing data for UAT
x. UAT Sign-off by WCO
xi. Modification based upon user feedback
xii. Migration of data to production environment
xiii. Sign off on developed system by WCO

Phase 4: Operation and Maintenance support
i. Identify and execute training requirements for successful execution of integrated system
ii. Creations of necessary documents and User Manual for training
iii. Support in handover of system to WCO IT
iv. Support on Training / Demo as and when required
v. Warranty Maintenance
vi. Annual Maintenance of system for three years after the 6 months free warranty as specified in chapter 1.3 , including SLA reviewed and approved by WCO

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2.4 Indicative Deliverables

This section provides indicative deliverables; however actual deliverables will depend upon project specific requirements and will be finalized in consultation with WCO.

i. Project plan and all project management deliverables as stipulated in the Prince 2 framework. At project kick-off the project team may review those deliverables that are not required for this project

ii. FRS, SRS, High Level Design and Architecture Documents

iii. Performance Test Reports

iv. Security Test Reports

v. UI Usability Report

vi. User Manual and SOP

vii. Technical and Design Manual

viii. Data Backup Process and Archival Process

ix. Requirement Traceability Matrix

x. Error-free Source Code of the actual running software complete in all respects along with source code of DLLs and other Libraries

xi. Infrastructure design document

xii. Data Migration Utility

xiii. Data Model

2.5 List of required features to be included in the system

The first list of functional specifications can be found in Annex V, this is an indicative outline of required features. Detailed requirements will be finalized by the tenderer in consultation with the WCO. More specific detailed requirements will be provided in a second document after the interested tenderers have signed a non-disclosure agreement (attached in Annex IV).

2.6 List of Non-Functional requirements

Non-Functional Requirements of the system are the properties that emerge from the combination of all functional parts or modules. These emergent properties or system qualities can drive architectural decisions and can be used to validate the architecture. The system should meet the below minimum non-functional requirements:

i. Measurable
   a. Compliance to specifications like Response Time, Processing time and Availability time, performance of various resources should be possible to be monitored and measured.

ii. Traceability
   a. System should be able to trace all error messages on committed data, Failed Log-in attempts, unauthorized access, failed transactions etc.

iii. Flexibility
   a. System should be modular in approach, loosely coupled and allow for ease of change in business rules, flow-control and other such components without any impact on other applications.
   b. System should provide a flexible data structure which can manage increase in data size commensurate with the growth of transactions

iv. Scalability
a. System should be able to be to scale (processing capacity, storage etc.) to support higher volume/rate of transactions dynamically, without any loss of service time.

v. Portability Requirements
a. System should be independent of the core Hardware infrastructure and accessories used.

vi. Maintainability Requirements
a. System should have a clean object oriented design allowing good maintainability.
b. System should have Header information of user and time of change for each

c. System should have provision of extensive documentation for both user and system developer.

vii. Interface Requirements
a. System should be accessible to users on the internet with just a web browser.
b. The application should work with all major browsers (more than 5% market share), and for all versions of these major browsers released in the last 5 years.
c. Easy to use and visually attractive interface for the external and internal users
d. User Interface screens to be self-explanatory with interactive and user friendly messages and error handling procedures.
e. System should be able to interact with other internal and external applications running on different platforms/infrastructure.
f. System should be able to receive and transmit data in all standard forms (MS Office formats, CSV file, XML etc.).

viii. Documentation Requirements
a. To facilitate the usage of the new system.
b. Bidder should be able to provide the complete system development guide detailing each stage, and all changes there upon (Developer Manual).
c. Bidder should be able to give the detailed documentation about the interfaces and the linking between various modules.

ix. Security Requirements
a. System should be able to encrypt the sensitive data while storing in the database.
b. System should be able to prevent any unauthorized access to data.
c. System should be able to ensure the integrity of the system from accidental or malicious damage to data.
d. System should be able to check the authenticity of the data entering the system.
e. Back up of all System data should be carried out at the frequency decided at time of SRS preparation and the backup copies stored in a secure location in line with the WCO backup and storage policy
f. System should not allow the simultaneous log in of the same user in more than one systems.
g. System should be able to generate a report on all “Authorization Failure” messages per user ID.
h. System should be able to automatically log out if the user ID is idle for a sufficiently long time (30 mins).
i. System should be able to monitor the IP address of the system, and match it with the user ID of the transaction.

x. Performance Requirements
a. Under a user load of 100 concurrent users, average page load time should not exceed 1 second.
b. In general the application design should allow performant pages, and an easy modularization of complex pages into sub-loading segments, should the complex page exceed acceptable load times.

xi. Look and Feel of Application developed
   a. The modules developed by the bidder should be in line with the WCO Branding and Design Policy
   b. The application should be simple to use.
   c. The screens should be simple to understand.

xii. Server and Installation
   a. The application can be hosted on cloud or on prem in any technologies, however it should not have any cloud proprietary modules fixing the code base to a specific cloud
   b. The supplier will be provided with administrative access to separate pre-prod and production servers. Each server will host the entire application (i.e. web application and database).
   c. The application should be delivered by the supplier to a pre-prod server for acceptance testing, with the completed code / all supporting files for production use provide by way of a GIT repository on the pre-prod server.
   d. Full instructions to install the production server from the GIT repository should be provided (SOP). The tested pre-prod installation will be installed to the production server by either the WCO or the supplier, depending on circumstances.
   e. The WCO will undertake some of the production installation iterations to confirm the instructions, but due to the required phased release, the WCO staff may not be available for all production installations, so the supplier should anticipate to cover some of the production installations.
   f. Access to WCO servers will be arranged by the WCO using VPN or equivalent protocols, and will need supplier staff to provide a mobile phone number for secure transmission of access codes.
   g. Where the supplier undertakes updating of a production server then an update plan will need submitting, of the dates and times during which access to the production server is needed, and a backup and rollback plan in the case that the production update does not succeed.

xiii. Logging
   Any business logging required for the application is included in the functional requirements specification. In addition to the business logging the following should be provided as part of the solution :
   a. Webserver logging of user requests (e.g. IP, date, page requested etc) one file per day
   b. Webserver logging of all types of system errors for consultation and fixing of technical errors
   c. Webserver logging of any application diagnostics required to ensure good functioning of the application

xiv. Monitoring
a. The WCO uses Site24x7 (SaaS) to monitor the availability of services, among others, Applications, Servers and run RUM tests.
b. Depending on the development language, the front end and back end services, monitoring through the use of an agent of the Web server, the db server, the operating system

2.1 Application Architecture

This project is the first re-development of an interconnected set of applications. The application modules designed and developed must follow some best practices and industry standards.

This application should adhere to a Micro service architecture, enabling us to create a more robust and scalable application that will meet our current and future needs. It should have proper API gateways that connect other applications securely. It should also seamlessly integrate with any existing systems and data sources.

The application development should follow the system development lifecycle (SDLC), a process used to design, develop, test, and maintain information systems.

Each module should have proper Exception Handling Modules to handle exceptions arising from Internal and External factors. It should also create useful logs for any kind of irregularities within the system by any User/Application.

3 Deliverables from the tenderers

3.1 Design, Development and Implementation of the CENcomm System

WCO has envisaged the following activities that are required to be taken up by the Bidder to achieve the objectives:

i. Analysis, Design and Development
   a. To conduct the User Requirement Study, System Requirement Study with WCO.
   b. Develop ‘visual prototype’ and Database design and obtain approval from WCO, Preparation and submission of SRS, FRS…
   c. Development of CENcomm System after getting the approval of prototype system.

ii. Testing
   The bidder shall thoroughly test the system for load, quality and performance along with proper functioning at its site before deployment of the software on production environment and submit test reports to the buyer.
   a) In addition to above, WCO may hire services of third party to certify the system for load, quality and performance at its own cost to ensure proper functioning of the system. The suggestions given by the third party, if any would be mandatory for the bidder to implement and to incorporate and to execute the same from time to time.
   b) Final approval/User Acceptance of the system shall be given by WCO after the testing and successful implementation.
c) The bidder shall be required to provide performance tuning parameters/configuration of the Server/OS/Application Server software on which the system would be hosted for efficient working of the System.

iii. Security Audit
Vendor shall get the system security certified before deploying the system in production environment. The cost of security audit certification will have to be borne by the bidder only. The security testing should not be performed by the selected bidder but a third party vendor. The selected vendor should be approved by the WCO project team upfront.

iv. Source Code, Proprietorship and Patent
Vendor will provide the latest and complete source code of the actual running software which can be compiled and deployed by WCO along with all the requisite software (Source Code, Libraries, IDEs etc.). WCO will be the sole proprietor of the system developed and its Intellectual Property Rights, and any patents arising out the work shall be of WCO, and vendor will have no claim on the same.

v. Deployment of System
Deployment shall include implementation and maintenance of the developed system.

a) Bidder shall submit ideal minimum deployment requirements for the proposed system that will be sufficient for the smooth functioning of the system without compromising the performance.

b) These deployment requirements should consist of minimum required virtual hardware and networking items / components that WCO needs to arrange for the successful installation and implementation of system.

vi. Preparation of Master Data
The bidder shall be responsible for one time migration/porting of data from the old system.

vii. Hands on Training over the developed System

a. The bidder shall provide hands on user training to WCO IT and CEN Programme staff for proper functioning, management of the system.

b. The training shall be conducted at WCO IT HQ,

c. The Training Plan shall be mutually decided between WCO and the Bidder.

d. During training, user manuals for the system shall be provided by the successful bidder.

e. No extra cost would be borne by WCO on account of this.

3.2 Post Implementation Support/Warranty (Support after sign off of UAT)

The Bidder shall be responsible for installation, administration and maintenance of the system for the period of Warranty after successful implementation and porting of data. The warranty period would be of six months after the successful implementation of the system on production server.

Application Management

a) During the Warranty period, the bidder shall perform all the upgrade/new version update free of cost.
b) The bidder shall compulsorily offer O&M for a minimum of three years after expiry of warranty period.
i. Resolve any bugs reported by the WCO or any other user.
ii. Resolve usage issues
iii. Resolve performance and other related issues, tweaking and tuning on regular basis
iv. Resolve application access related problems
v. Management of database like addition/deletion of tables/columns, uploading of data, generation and analysis of reports, transaction logs monitoring
vi. The bidder is free to provide best solutions/practices to increase the performance/efficiency/optimization of application
vii. Close Coordination with WCO IT and CEN Programme teams for smooth and timely application execution
viii. Closure of issues arising out of Security Assessment done by assessment agency.

Application change and version control

All planned changes to application systems shall be coordinated within established Change Control processes to ensure that:
i. Appropriate communication on change required has taken place
ii. Proper approvals have been received
iii. Schedules have been adjusted to minimize impact on the production environment

The bidder shall define the Application Change Management & Version control process and obtain approval for the same from WCO IT and CEN Programme business team. For any changes to the software, the bidder has to prepare detailed documentation including proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc. shall obtain approval from WCO for all the proposed changes before implementation of the same into production environment.

Maintain System documentation

Maintain and update documentation of the software system. The Vendor shall ensure that:
i. Source code is documented
ii. Application documentation is updated to reflect on-going maintenance and enhancements including SRS.
iii. User manuals & training manuals are updated to reflect on-going changes/enhancements.
iv. Standard practices are adopted & followed for version control and management.

Other Responsibilities

Following are the minimum deliverables for the entire O&M phase
i. Issue tracker reports
ii. Monthly Activities and Status Reports
4 Proposal

4.1 Tenderers Proposal

4.1.0 Process

Due to the sensitive character of the system to develop, the process in which information will be released to tenderers will be done in two steps as described in the timetable above.

Step 1: WCO will publish the light version of the call for tenders (without the sensitive information). Tenderers interested to apply to the call for tenders will need to show their interest and officially apply by signing and returning the annexed non-disclosure agreement (NDA) to the WCO along with their email address. This email address will serve to send the information listed in Phase 2 below. The non-disclosure agreement along with the email address should be returned by email to procurement@wcoomd.org at the latest on 19.04.2023 23:59:59 CET.

Step 2: Selected tenderers will be contacted by email with a description on how to retrieve the remaining data. The remaining data will be sent to the tenderers through a secured channel in order to complete their proposals that will need to be submitted as per the Call for tender. The data will be sent to the tenderers on 20.04.2023 CET.

Selected tenderers will be able to attend a ‘Demo’ of the existing CENcomm system to provide useful information on its features and capabilities. It will also serve as a Questions and Answers session. The session will be held on the 04.05.2023 at the WCO premises. If you can only attend remotely, please email procurement@wcoomd.org.

4.2 Project management

4.2.0 Work Location

The project location is WCO’s main site in Brussels. The Supplier may assume that the WCO will allow resources to work remotely using MS Teams, provided it does not impact negatively working together with the ISTS Services and the CEN Programme Teams and our end-users.

If a project resource (WCO or Supplier) experiences any disruption or degradation of services, e.g., power failures or internet downtime that impact on delivery, the resource shall plan accordingly where possible and make the necessary arrangements to work at the WCO’s main site.

The WCO reserves the right to at any time require the Supplier to work at the WCO’s main site in Brussels and to do so for any length of time.

4.2.1 Guarantee

The selected suppliers must warrant for a period of at least 6 (six) months following the final reception of the deliverables that each deliverable conforms in all material respects to the
specifications that are outlined in the concerned statement of work. The selected supplier must guarantee to correct, promptly and free of charge, for at least 6 (six) months, all problems (bugs/errors in configuration) making it impossible to use all, or some, of the functionality (guarantee period).

4.2.3 Experience of the supplier

The supplier should have experience working on development projects of this magnitude of complexity as well as the required level of expertise to perform the operations and maintenance of such system once released in particular, working for medium to large companies or Organizations.

The technical resources (architect, analyst, developers..) assigned to the project should have at least 4 years development experience.

The supplier should have specific experience in support and maintenance field of software in the IT sector for a minimum of five (10) years.

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

4.3 Team composition and qualification requirements for key experts

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

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

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

WCO will assign an internal project manager who will be responsible for the overall project management of this process. The WCO designated individual, in consultation with the selected bidder Project Manager(s), will provide the oversight to ensure the successful implementation of the system. This will include the necessary scheduling of WCO resources to ensure their availability at the appropriate time throughout the duration of the project.

For any modifications in the team at the beginning or during the project, the CV of the new proposed member of the team must be validated by the WCO.
5 Procedures for Answering the Call for Tender and Content of the Tender

5.1 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 supplier should comprise all the information requested in the Annex I (Financial offer), Annex VI (Technical Offer Requirements and Evaluation) hereto as well as the information and documents requested hereunder.

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

Tenders must be made without reservation. In fact, reservation clauses constitute a lack of undertaking. However, a supplier may note in its tender that certain aspects require clarity. It is legitimate for a supplier 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 that 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 supplier’s professional activities.
- VAT No. or VAT exemption certificate.
- A document attesting to the supplier’s legal status.
- A document listing the names and status of the individuals who make up the supplier’s governing bodies, together with an organization chart of the company.
- Documentary evidence of the supplier’s financial situation (balance sheet, profit, and loss account).
- A declaration on honour vouching that the supplier is not in one of the situations described in part 3.1 related to the Exclusion criteria and Ethics clauses below. Please note that the WCO reserves the right to request evidence issued by competent national authorities to support such declaration.
b) Information document on the supplier’s expertise:

Please refer to Annex IV for the required information.

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

5.2 Costs of tender response

The supplier 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 supplier, regardless of the outcome of the call for tender.

5.3 Period of validity of the tender

All tender responses made by the supplier 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.

5.4 Formalities and signing of tenders

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

“Original tender response”

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

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

The tender may be submitted by post, by email to procurement@wcoomd.org or delivered by hand to the WCO reception.

The tenders sent by post should be sent to:

WCO-OMD
WCO CALL FOR TENDER – CENcomm Software Development
For the attention of Procurement Service
Rue du Marché, 30
B-1210 – Brussels
Belgium
5.5 Date of submission of tenders

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

5.6 Prices quoted in tenders

The financial proposal must be duly dated and signed by a duly authorized representative of the supplier. The financial proposal shall be based on the template in Annex I.

The supplier must complete the “Financial offer” table as outlined in Annex I. Prices must be quoted in euros. For suppliers from countries that 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 supplier, who bears the risks and reaps the benefits associated with these fluctuations.

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

5.7 Language

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

5.8 Requests for information or clarification of the call for tender

A supplier requiring additional information on the call for tender may submit a request in writing to the WCO Procurement Service: procurement@wcoomd.org

The WCO Procurement Service shall respond in writing to any request it receives no later than 5 days before 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.

¹ Please see article 1.4 of the “Standard Terms and Conditions for the Provision of Goods and/or Services to the WCO, as annexed hereto (Annex III).
5.9 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 before the deadline for submission of tenders.

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

To enable the suppliers to take account of these changes in their response, the Procurement Service may, upon its 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.

5.10 Modification and withdrawal of the tender

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

The withdrawal notice must be sent by registered mail with an acknowledgment 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.

5.11 Subcontracting

Subcontracting is permitted subject to the following conditions:

- The selected supplier is fully responsible for the performance of any subcontractor.
- The management of the project and the pedagogical engineering phase cannot be subcontracted.
- Suppliers 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 suppliers must not subcontract to third parties not identified in the tender as potential subcontractors without prior written authorization from the WCO.
- The suppliers shall not cause the contract to be performed in fact by third parties.
- Even where the WCO authorizes the suppliers to subcontract to third parties, the suppliers shall nonetheless remain bound by their obligations to the WCO under the contract.
- The suppliers shall ensure that the subcontract does not affect the 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 suppliers, as indicated below.

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

6.1 Exclusion Criteria

Applicants or suppliers 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 (including mis-representation) 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, money laundering or terrorist financing, terrorist offences or offences linked to terrorist activities, child labour and other trafficking in human beings, irregularity, creating or being a shell company or any other illegal activity detrimental to the WCO’s financial interests.

Suppliers must declare on their honor that they are not in one of the situations referred to above. The WCO reserves the right to request evidence issued by competent national authorities to support such declaration.

6.2 Ethics clauses

Any attempt by a supplier 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 supplier shall declare that it is affected by no potential conflict of interest and has no equivalent relation in that respect with other suppliers or parties involved in the missions likely to be outsourced to it in its capacity as the selected supplier. Should such a situation arise during the execution of the contract, the supplier must immediately inform the WCO.

Suppliers shall respect core labor 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 labor, abolition of discrimination in the workplace, and the abolition of child labor).

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

6.3 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 5.1);
- Submission of information related to the supplier’s expertise and the experience of each of the involved staff members (see parts 4.2 and 4.3);
- Provision of a proposal that meets the requirements set out in the specifications and testifies to the supplier’s ability to provide the services requested, (see parts 2 and 3)
- Submission of a financial proposal (see Annex I)

6.4 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. The award criteria are listed and detailed in Annex VI.

**Award criterion 1 – Organizational Functional and Technical Experience**

This criterion serves to assess the supplier’s expertise in providing services as described in this call for tenders. This criterion serves to assess the supplier’s ability to understand the WCO’s needs and deliver the tasks listed under this call for tender, according to the requirements specified herein.

See Annex VI for more information.

**Award criterion 2 – Project approach and Functional Understanding**
This criterion serves to assess the supplier’s understanding of the WCO’s requirements and its objectives as described in the call for tenders from a project management stand point including project plan, methodology, approach, training and communication.

**Award criterion 3 – Technical Understanding**

This criterion will assess the technical understanding of the project. This includes a description of the high level architecture, the data migration approach and the Operation & Maintenance proposal.

**Award criterion 4 – Project Team**

This criterion serves to assess the experience of the proposed Project Manager and functional team in terms of University qualification, professional experience of leading similar projects in the past including WCO experience, and experience in oversight and quality control of similar projects.

### 6.5 Points

**Evaluation of Rated Requirements (100 points) (60%)**

Technical Offers will be evaluated against the Requirements, as outlined in Annex VI (Technical Offer Requirements and Evaluation). Technical Offers will be assigned a score for each four rated requirement. The maximum Technical Score is 100 points.

**Financial Evaluation Offer (40%)**

Financial Offers will be evaluated and assigned an “Evaluated Price” in accordance with Annex I (“Financial Offer Requirements and Evaluation”).

The supplier needs to integrate the consulting costs per unit of time for the team. This cost will be calculated for the Change Requests and will be valid during the duration of the project.

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

<table>
<thead>
<tr>
<th>Tender Award Criteria</th>
<th>Maximum Points</th>
<th>Minimum Passing Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award criterion 1</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Award criterion 2</td>
<td>30</td>
<td>20</td>
</tr>
<tr>
<td>Award criterion 3</td>
<td>40</td>
<td>30</td>
</tr>
<tr>
<td>Award criterion 4</td>
<td>20</td>
<td>15</td>
</tr>
</tbody>
</table>

**TOTAL**

100  

70

Technical sufficiency levels: to be selected, companies shall have an overall score of 70 points or more.
6.6 Project proposal

The offer provided by the supplier will be examined from a technical perspective. Suppliers are requested to provide the information as requested in this call for tender and according to the 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 should if it estimates that too many requirements are not fully met.

6.7 Financial proposal

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

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

The WCO will award contracts to the tenders offering the best value for money using a 60%/40% technical/financial point allocation. The technical bid will be assigned a technical score out of a maximum of 60 marks. The financial bid will be assigned a financial score out of a maximum of 40 marks.

The price quoted must be a firm, non-revisable price and must be denominated in euros, as per Annex I. Prices quoted must include all government taxes, customs duties, and levies, unless the supplier is established and registered in Belgium or the European Union, in which case the price would be exclusive of VAT.²

6.8 Award of the contract

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

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

² Please see article 1.4 of the “Standard Terms and Conditions for the Provision of Goods and/or Services to the WCO, as annexed hereto (Annex III).
6.9 No obligation to award a contract

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

The WCO is not liable for any compensation with respect to suppliers' 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 suppliers 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 suppliers for any damage whatsoever.

6.10 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 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.

6.11 Request for information – complaints

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

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

6.12 Acceptance of the conditions of the call for tender and provisions applicable to the agreement

The suppliers 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 apply to the agreement that will be negotiated following the award of the contract (as annexed hereto in Annex III “Standard Terms and Conditions for the Provision of Goods and/or Services to the WCO”).
6.13 Payment Scheme

The following payment scheme will be applied to the awarded contract:

1. Thirty (30) percent of the total amount of the fixed price part upon signature of the agreement;
2. Fifteen (15) percent of the total amount of the fixed price part upon delivery and acceptance of the analysis and design phases (Phase 1 & 2);
3. Thirty (30) percent of the total amount of the fixed price part upon delivery and acceptance of the development phase (Phase 3);
4. Twenty (20) percent of the total amount of the fixed price upon finalization of the project (phase 4);
5. Fifteen (5) percent of the total amount of the fixed price six months after the point above.

Upon agreement on the scope of the Change Requests (CR), the selected supplier will quote. The work can start only after the signature of the Project Manager (PM). 50% will be paid at the signing of the PM and 50% when the CR was accepted.

All payments are due within thirty (30) calendar days of receipt of the invoice.
ANNEXES

Annex I: Template for Financial Offers
Annex II: WCO Financial Rules (Annex 6 – Procedure and principles for the acquisition of goods and services)
Annex III: Standard Terms and Conditions for the Provision of Goods and/or Services to the WCO
Annex IV: Non-Disclosure Agreement
Annex V: Functional Specifications
Annex VI: Technical Offer Requirements and Evaluation