CALL FOR TENDER FOR THE SELECTION OF A CORPORATE BUSINESS TRAVEL ADVISOR

Deadline for the receipt of tenders:

24 May 2024 – 10am (GMT+1)
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PART I

1. **Introduction to the World Customs Organization**

Established in 1952, the World Customs Organization (hereinafter referred to as the “WCO”) is the only independent intergovernmental Organization with competence in Customs matters. More details can be obtained from [http://www.wcoomd.org](http://www.wcoomd.org)

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 186 Member Customs Administrations which are currently Members of the WCO are responsible for processing around 98% of world trade.

2. **Purpose of this call for tender**

The purpose of this call for tender is to specify the WCO needs to appoint as from 1 July 2024 and for a duration of five (5) years and six (6) months , a corporate business travel advisor (hereinafter referred to as the “Tenderer”).

The Tenderer shall designate an appropriate team of travel experts who shall act as the principal supplier of corporate travel tickets with regard to travel by air, train and ferries and when it is appropriate, shall also advise on hotel and conference arrangements as well as car rentals. The Tenderer shall be expected to act in accordance with the WCO situation and policies.

The Tenderer shall work from its own premises; there is no intention to create an implant for the Tenderer within the WCO.

3. **Background**

3.1 **Overview and Statistics**

The WCO maintains a small team of WCO officials exclusively dedicated to the travel arrangements (hereinafter referred to as the “WCO Travel Staff”). The WCO Travel Staff work in close collaboration with the dedicated counterparts within the Tenderer. Please, note that the WCO currently has a contract with a travel agency which provides a team of three (3) travel experts.

In discharging its mission the WCO has to organize frequent travel of its officials, experts, consultants, and invited guests from Brussels to destinations in nearly all continents and in most cases back to Brussels or home destinations and as well from multiple locations in the world to other multiple locations. The latter travel concerns the organization of meetings, seminars or other events in various locations of the world, which frequently change. Delegates to these events are invited by the WCO which provides the tickets. Recently the volume of travel related to the organization of these events has much increased. A typical “travel pattern” for
this type of travel cannot be established and detailed individual research by the travel agent is
required. The WCO staff also operates from regional entities, 6 Regional Offices for Capacity
Building and 11 Regional Intelligence Liaison Offices, from and to which travel occurs fre-
quently. As part of this approach it is to be noted that the WCO organizes regional events and
training sessions in regional training centres (of which a total of 28 exist throughout the world)
to which participants from within the region are invited and their return travel needs to be or-
ganized.

a) Destinations

Currently the majority of tickets are issued for travel to or within other regions than the Euro-
pean region. The following WCO travel statistics are available hereafter for 2023 and 2022;

During 2023 the top ten airline destinations were Belgium, Japan, United-States, Mauritius,
Australia, South Korea, Chile, Kenya, Brazil and Malaysia.

During 2023 a total of 170 train tickets were issued for travel on board Thalys or Eurostar
trains.

Most of the WCO sponsored travel is international travel outside of Europe and the travel within
Europe accounts generally for less than 30 % of the total travel volume.

b) Financial business volume

- Purchase of all tickets (air, train and other)

  2022: 4,298,698 euro
  2023: 5,385,934 euro

- Purchase of air tickets only (excl. fee)

  2022: 4,149,924 euro
  2023: 5,192,384 euro

- Business volume

During 2023, the number of tickets (aviation, train) was 4,318 for 3,679 tickets in 2022.

A comparison of tickets in 2022 with 2023 shows an increase of ca. 125%. A total of 4,148
air tickets was issued in 2023.
3.1 WCO travel policy

a) Principles

The principles of the WCO travel policy are described in the WCO Staff Manual (hereafter the "Staff Manual") and contain obligations for the traveller as well as for the WCO. Please note that it is not the WCO policy to arrange payment of all travel related costs through individual corporate credit cards and such a policy will not be introduced.

WCO purchases the tickets for the travel of its officials, and, where applicable, for experts, consultants and other sponsored invited individuals.

b) Mode of travel

The Staff Manual provides air travel and choice of class as follows:

(1) Officials of all grades will normally travel in "tourist" or "economy" class;

(2) Business-class travel will normally be authorized only for flights from 6 hours necessitated by official travel; for good and sufficient reason, air travel in a class above economy class may also be authorized to certain officials (management) who otherwise be entitled only to economy class;

(3) The flight time per flight leg (when transit stops are applicable) determines the choice of class and not the total of the travel as such;

(4) First-class travel will not be applied.

Private stays are requested directly by the traveller to the Travel Company on their own costs.

4. General Requirements

The Tenderer shall be expected to:

- be a registered (IATA) travel agent with access to normally obligatory restricted airline and train booking systems such as for example the computer reservations system (CRS) GALILEO, AMADEUS or AMTRAK to be able to access online (SSIM, ASM's and SSM's) available accessible travel routes, date ranges, fare classes, fare amounts, fare discounts, one way / return fares, etc;

- be able to work in the two official languages of the WCO, French and English, on a day-to-day basis;

- provide a designated travel team which will deal with the specific requests and needs of the WCO in a prompt manner;
describe in detail the implementation process and the length of time necessary to put it in place;

- be able to take on board and foresee recent and forecasted developments in this commercial sector and

- be able to be effective from the date of commencement of the contract.

5. **Services expected from the Tenderer**

The tenderer shall be expected to:

- handle the reservation and purchase corporate travel tickets with regard to travel by air, train and rarely boats and ferries;

- and in exceptional cases:
  
  o rent cars;

  o book hotel accommodation (the required tasks will be limited to individual hotel reservation);

5.1 **Booking Management**

When making reservations and purchasing corporate travel tickets, the tenderer will be expected to apply the principles of the WCO travel policy described in the Staff Manual and in accordance with the ticket reservation procedure described below. The Staff Manual stipulates that the principle of the "shortest and the most economical route" shall be applied for tickets which means that a balance between the travel time, convenience, number of stopovers, and expenses is required. This applies to itineraries from Brussels or any point of departure for experts, consultants, etc. to the point of destination. For travel to nearby cities (e.g. between Brussels and Amsterdam, Paris and London), the train may be more direct, ecological and/or economical than air travel. These rules should include purchasing tickets from low cost carriers and using Web based fares, when appropriate.

When searching for ticket solutions the tenderer should be aware that the WCO travelers do NOT correspond to any type of profiling system that the tenderer may already have installed on his computer system. Normally there are no travel patterns, no recurrent travel between two destinations. In the vast majority of cases each traveler’s itinerary is unique, a one-off and specific only to the travel being undertaken at that moment.
5.2 WCO Ticket Reservation procedure

The tenderer will be expected to follow precisely the ticket reservation procedure in place at the WCO for all travel arrangements. It will be a contractual obligation of the tenderer to follow this procedure which is described below:

1) The WCO makes a travel request to the tenderer indicating the travel destination and dates, name of the traveler; and class of booking.

2) The WCO will indicate a unique identifier with the request (i.e.: a TR – number, which consists of the letters TR followed by five digits (numbers) or a SU-number (home leave, arrivals, departures staff), which consists of the letters SU followed by five digits (numbers).

3) The tenderer replies by proposing three alternative routings, where possible, at the earliest time possible, but within a maximum delay of 4h, applying the WCO travel policy regarding the choice and class of tickets.

4) As quickly as possible the WCO informs the tenderer by email which routing is accepted and that the ticket may be booked.

5) As soon as WCO confirms the issue of the ticket the tenderer issues the ticket immediately at the most economical price and provides the e-ticket by e-mail to the WCO. The travel company will inform if there is a minimum connecting time between two flights, if a re-check in is necessary between 2 flights and if an overnight occurs, it will also be communicated.

6) If alternative ticket offers have been tentatively booked, then these remaining offers are released without any cost for the WCO, neither to the tenderer nor to any airline.

7) No ticket may be issued or amended without written confirmation from the competent WCO Travel Staff1 authorized to do so. Likewise, no issued ticket may be cancelled without written authorization from the same WCO Travel Staff. In the case of a cancellation or change of the ticket the tenderer has to include in the invoice all the relevant details about every single change, including the exact modifications of the flight ticket price.

8) Tenderers should take note that the WCO travel policy does not allow the tenderer to enter into direct communication with the traveler concerned.

The WCO expects the tenderer to handle all reservations in the best possible proactive manner and monitor carefully the tentatively booked tickets in relation to the validity and availability as offered by the airline. The tenderer should handle timely the issuing of tickets and their follow up. Before issuing the tickets, the tenderer will undertake a quality control check of all information to be included on the ticket before it is issued (for example, verify the correct spelling of the name of the traveler, the correct travel dates, itinerary and destination) to avoid errors and the need to reissue tickets, thereby incurring additional costs. The reference for this verification is the WCO’s TR request (see n° 2 under heading 5.2 “WCO RESERVATION PROCEDURE”). Proactive management would also include the task of taking the initiative to renew

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1N.B.: Only this group of 6-8 staff members of the WCO is authorized to give instructions to the tenderer concerning the confirmation, the modification or the cancellation of tickets. A list of these persons will be provided to the successful tenderer. No other person (this includes the traveler concerned) is allowed to perform this duty.
any tentative reservation and informing the WCO about this or researching otherwise, where possible, for cheaper price tickets for the same itinerary etc.

5.3 Assistance to the WCO Travel Staff and to the travelers

The Tenderer shall be able to:

- work on a continuous and daily basis with the competent WCO Travel Staff and to deal with the selection and proposition of travel solutions based on the request by the WCO Travel Staff;

- ensure the appropriate and/or requested commercial follow-up of the issued tickets such as: changes, cancellations, refunding\(^2\) … etc. As far as hotels are concerned the required tasks will be limited to possible vouchers and bill-back operations. The same would apply for business with rental car companies. However, these options are rare and would not concern real core business of any future contract;

- propose actions and measures the Tenderer will take in the event of different levels of traffic disruption, e.g. due to strike actions, natural disasters etc.,

- offer the possibility for its customers of using 24 hours "emergency telephone line" (hotline) for travellers who travel on a ticket which the WCO had purchased from the Tenderer;

- Where possible, the emergency hotline service should be informed in advance of the WCO’s specific needs and requirements so that an improved service may be offered to WCO travellers if the case so arises. It is not uncommon that the WCO competent staff who are authorized to confirm/modify/cancel tickets have frequent recourse to the 24h emergency service over the weekend or public closing days. and

- Assist in the standard and urgent issuing of visas. In this regard, it is vital that the WCO Travel Staff receive active assistance and updated information concerning the need for a visa or transit visa for a particular passenger. This information should be provided to the WCO Travel Staff when the initial request for ticket proposals is made.

5.4 Preparation of regular statistics and reporting

The Tenderer shall be expected to collect statistics concerning the business of the contract and make them available to the WCO Travel Staff at least every three (3) months from the date of conclusion of contract and also upon request from the WCO Travel

\(^2\) Changes, cancellations or refund should be understood as any kind of administrative action which is either requested by the tenderer or by authorized WCO Travel Staff or which is proposed by any company providing transportation or accommodation services.
Staff. This presentation of comparative statistics shall include elements of the list mentioned in Annex II.

6. **Remuneration and invoicing**

The Tenderer will be remunerated through payment of fixed fees per transaction type representing the payment for actual services rendered. All changes of any reservation before the issuing of tickets shall be free of charge. The Tenderer is required to indicate his financial proposal per issued ticket (applicable for air, rail and other tickets) and per rendered services by completing the table annexed in Annex I of this call for tender.

The invoice is to be sent by email and has to be in a format predefined by WCO.

7. **Miscellaneous**

The Tenderer is also invited to:

- indicate in the tender, any special discount agreements, rebates or commissions with airlines he has entered into; and

- make proposals for additional improvements regarding the services expected.
PART 2

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

1.1 Preparation of the tender

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

The tender submitted by the tenderer should comprise all 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.

1.2 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 2.1 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 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 or international organizations for which the tenderer has already worked

1.3 Costs of tender response

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

1.4 Period of validity of the tender

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

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

1.5 Formalities and signing of tenders

The tender should be sent to:

Procurement Service  
World Customs Organization,  
30 Rue du Marché  
1210 – Brussels  
Belgium.  
procurement@wcoomd.org

The tenderers 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 tender.

The tender may be submitted solely by post or delivered by hand to the WCO reception.

1.6 Date of submission of tenders

All tender responses to be received before 24 May 2024, 10 am (GMT+1).

Tenders received after this date will be rejected.

The WCO Procurement Service may, at its own discretion, extend the deadline for submission of tender responses by amending the call for tender documents in accordance with the section 1.10 on ‘Modification and withdrawal of the call for tender’. In case of an extension of the deadline all rights and obligations of the WCO and service providers previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.7 Financial proposal

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

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

The fees should be expressed as transaction fees per issued ticket and fees per rendered services according to Annex I of this call for tender. The financial proposal should contain the conditions of payment of the tenderer.

For intra-Community transactions (EU) as well as domestic transactions (Belgium), the supply of services to the WCO is VAT-exempted. Please see article 1.4 of the ‘Terms and conditions applicable to the agreement’, as annexed hereto.

1.8 Language

All responses to this call for tender must be written in either English or French.
1.9 **Requests for information or clarification of the call for tender**

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

The WCO Procurement Service shall respond in writing to any request it receives no later than ten (10) working 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 (https://www.wcoomd.org/en/about-us/calls_for_tenders.aspx).

1.10 **Modification and withdrawal of the call for tender**

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

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

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

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

1.11 **Modification and withdrawal of the tender**

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

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

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

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

Subcontracting is not permitted.

2. Assessment and award of contract

2.1 Exclusion criteria

Applicants or tenderers shall be excluded from a contract if:

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

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

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

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

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;

Tenderers must declare on their honour 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.

2.2 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.

2.3 Selection criteria

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

The selection criteria are:

- Submission of documents listed under item 1.2 (Part II)
- Submission of the capacity to meet the general requirements listed under item 4 (Part I) and the capacity to render the services expected from the Tenderer, such as listed under items 5.1, 5.2, 5.3 and 5.4 (Part I).
- Submission of a financial proposal in a separate envelope (see Part II item 1.7 and Annex I of the Call for tender)

2.4 Evaluation of tender responses

2.4.1 Review of proposals

The Advisory Committee on Contracts (ACC) shall review the tender responses.
2.4.2 Clarification of proposals

To assist in the examination, evaluation and comparison of tender responses, the WCO may, at its discretion, ask the tenderer for clarification of its Tender response. The request for clarification and the response shall be in writing.

2.4.3 Preliminary examination

The WCO shall examine the tender responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tender responses are generally in order.

Arithmetical errors shall be rectified on the following basis: if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the tenderer does not accept the correction of errors, its tender response may be rejected. If there is a discrepancy between words and figures the amount in words shall prevail.

Prior to the detailed evaluation, the WCO shall determine the substantial responsiveness of each tender response. For this purpose, a substantially responsive tender response is one that conforms to all the terms and conditions of the call for tender without material deviations. The WCO’s determination of a tender response’s responsiveness is based on the contents of the tender response itself without recourse to extrinsic evidence.

A tender response determined as not substantially responsive may be rejected by the WCO. A tender response determined as not substantially responsive could subsequently be made responsive by the service provider by correction of the non-conformity. However, this is at the sole discretion of the WCO.

2.5 Award criteria

Award criterion 1 – Technical proficiency (maximum 80 points)

This criterion serves to assess whether the tenderer has understood fully the requirements and specificities of the WCO travel operations. Particular attention will be paid to the tenderer’s explanation concerning the practical and logistical arrangements (team, resources, working arrangements with the WCO, etc.) to be put in place to carry out the proposed tasks. Furthermore, specific attention will be paid to the booking arrangements put in place by the tenderer and its compatibility with the WCO ticket reservation/confirmation procedure and commercial follow-up.
An interest will be paid to the solutions put in place by the candidate for dealing with unforeseen events which may have an impact on travel plans such as strike action, natural disasters and by a company.

**Award criterion 2 – Company expertise (maximum 40 points)**

This criterion serves to assess the tenderer’s level of expertise, especially its experience of similar projects (including references from companies/organizations for which the tenderer has worked) and the competences of the project team and its members. (experienced staff with airline knowledge, routings.)

**2.6 Points**

A points system to evaluate the award criteria relating to the technical merits of the tender shall be applied. A maximum of 80 points shall be attributed to criterion 1 and a maximum of 40 points shall be attributed to criterion 2.

*Technical sufficiency levels:*

In order to be selected, companies shall have to score a minimum of 60 and 30 points under criteria 1 and 2 respectively, with a minimum total of 90 points.

**2.7 Examination of the financial proposal**

Having examined the tenders from a technical perspective, the Advisory Committee on Contracts shall determine which is the most economically advantageous, taking into account solely tenders having obtained a technical score of at least 90 of the 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.

**2.8 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 90 points (in accordance with paragraph 2 of section 2.5) shall be deemed technically sufficient

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

- Air travel and concerned services 70%
- Train travel 10%
- Sea and Ferry travel, Hotel bookings, car rentals, visa issuing 5%
- 24 hours assistance 10%
- Statistics and reporting 5%

The distribution of points between quality (technical proposal) and price (financial proposal will be 50-50. The tender offering the best value for money and the most complete service (taking into account the WCO requirements) shall be chosen provided that the minimum number of points cited above is achieved.

The WCO reserves the right not to select any tender if the amounts tendered exceed the budget envisaged for this project.

The WCO reserves the right to ask the applicants for an interview which would be held at the beginning of May 2024; in particular where it is difficult to judge which of several firms represents the best value for money.

The WCO reserves the right to ask tenderers for their best and final offer before awarding the contract and to interview the short-listed candidates if required.

Each tenderer shall be informed about the decision by the Advisory Committee on Contracts.

2.9 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, without having to provide any justification or having to compensate the tenderers for any damage whatsoever.
2.10 **Request for information – complaints**

Unsuccessful tenderers may seek clarification, from procurement service (procurement@wcoomd.org) of the reasons why they were not awarded the contract.

All request for information or complaints must be lodged according to Annex I, point 7 of the WCO Financial Rules as annexed hereto.

2.11 **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 WCO’s rules (including in particular WCO’s Financial Rules and the provisions of this call for tender) or, on a suppletive basis, 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.

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

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

**Annexes:**

- Annex I: Template for financial offers
- Annex II: Preparation of regular statistics and reporting
- Annex III: Standard Terms for the provisions of goods and services to the WCO
- Annex IV: WCO Financial Rules Extract