Call for Tender for the Selection of a Service Provider to Conduct a Business Analysis for Centralization of WCO IT Systems for Members under the Anti-Corruption and Integrity Promotion (A-CIP) Programme for Customs

Deadline for receipt of tenders: 30 June 2023
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Part 1. Background, purpose and development of the project

The World Customs Organization (WCO) is seeking a service provider to conduct a business analysis for centralization of WCO IT systems for Members under the Anti-Corruption and Integrity Promotion (A-CIP) Programme for Customs with funding from the Norwegian Agency for Development Cooperation (Norad) under Grant Agreement QZA-17/03 and the Government of Canada under Contribution Arrangement P008320.

1.1 About the World Customs Organization

The World Customs Organization (official name of: “Conseil de Coopération Douanière” for contracting purposes) is an independent intergovernmental body whose mission is to enhance the effectiveness and efficiency of customs administrations across the globe. Its members are responsible for the processing of over 98% of global trade. It has extensive experience in the provision of training and technical assistance and, in recent years, has developed a comprehensive capacity building agenda to support members in their modernization efforts.

More information about the WCO is available on its website: www.wcoomd.org.

1.2 WCO Anti-Corruption and Integrity Promotion (A-CIP) Programme for Customs

In January 2019, the WCO commenced a new multi-year, results-based technical assistance and capacity building program focused on Anti-Corruption and Integrity Promotion (A-CIP) for customs with initial funding from the Norwegian Agency for Development Cooperation (Norad). A commitment of additional funding was received from Canada in March 2021. This program responds to the recognized high costs of corruption in customs, to both public and private sectors. The program is designed with the following goals:

Overall objective: (impact) an improved business and law enforcement environment for cross-border trade for selected WCO member countries.

Project purpose: (long-term outcome) governance and integrity in customs improved for selected WCO member countries; (short-term outcome) a select number of WCO members have implemented new measures to combat corruption and promote integrity in accordance with the 10 key factors of the WCO Revised Arusha Declaration concerning integrity in customs –

<table>
<thead>
<tr>
<th>Leadership and Commitment</th>
<th>Audit and Investigation</th>
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<tbody>
<tr>
<td>Regulatory Framework</td>
<td>Code of Conduct</td>
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<tr>
<td>Transparency</td>
<td>Human Resource Management</td>
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<tr>
<td>Automation</td>
<td>Morale and Organizational Culture</td>
</tr>
<tr>
<td>Reform and Modernization</td>
<td>Relationship with the Private Sector</td>
</tr>
</tbody>
</table>

Results: (outputs) improved capacity and utilization of (1) performance measurement and (2) collective action as well as (3) the implementation of specific customs modernization efforts that combat corruption and promote integrity.

It is envisaged that these aims will be achieved over the course of 5 years through delivery of activities under two components:

Bilateral Component to support selected WCO member countries to implement priority areas of the Revised Arusha Declaration.
**Multilateral Component** to support and leverage regional and international initiatives, build WCO tools and create an enabling environment.

25 WCO members, “partner administrations”, have benefitted and/or continue to benefit from the bilateral support under the WCO A-CIP Programme as partner administrations. They are: Afghanistan, Antigua & Barbuda, Burkina Faso, Cote d’Ivoire, Ecuador, El Salvador, Ethiopia, Ghana, Guatemala, Guyana, Honduras, Jamaica, Jordan, Lebanon, Liberia, Malawi, Mali, Mexico, Mozambique, Nepal, Niger, Palestine, Sierra Leone, Tanzania, and Tunisia.


### 1.3 Context for Centralization of WCO IT Services for Members

One of the WCO A-CIP Programme implementation principles is that better visibility and use of data supports the building of institutional integrity. This includes data generated and utilized within an administration’s own context, as well as the sharing of data between Members. It also includes statistical data, performance data and data for informational purposes such as Member practices.¹

Such data is currently collected via:

- Committee and working group meetings (minutes and reports);
- Case studies submitted as part of new guidelines (commonly held as PDF documents on the Website and/or print publications);
- Regional exchanges (including informal exchanges such as WhatsApp groups between sub-regional members).

In addition, a wide number of IT tools have been developed under the management of the WCO Secretariat, with funding either from WCO central funds / Members’ contributions, or directly financed by donors. Until recently, most of the tools were developed outside of central WCO IT governance framework. They use a variety of different development platforms and data collection and reporting is managed differently across them. A list of the current known WCO IT tools that serve to collect and report data from and to Members is provided in Annex V.

As a result of the historic lack of centralized approach, there is lack of visibility as to the extent to which data within these various systems are accessible, interoperable, findable, and reusable. Members’ report their experiences of use and access to data in the WCO IT systems as inconsistent, with too many different log-ins, interfaces, repeat requests for information and national contact points assigned. In addition, known accessibility issues include language restrictions (with English and French being the only two official languages used in WCO systems) as well as lack of transparency and Member data and experiences getting ‘lost’ amidst the myriad of systems available.

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¹ ‘Member Practices’ in the context of the A-CIP Programme refers to Members’ experience with the WCO tools and instruments to fight corruption, in line with the WCO Revised Arusha Declaration. This includes WCO standards, conventions and agreements for all areas of Customs’ operational remit (i.e. trade facilitation, security, and revenue), such as the Revised Kyoto Convention, Harmonized System, various Conventions for enforcement activities, etc.
Possible solutions are linked to a more centralized IT governance vision and strategy. They include a single sign-on and harmonized interfaces, as well as data centralization and information management and data exchange and governance agreements with Members. Minimum requirements for multilingual capabilities of new IT systems and use of new technologies for machine language translation and search features may also be considered.

The benefits of a more centralized approach are many. In general, organizations who embark on data centralization initiatives expect the following benefits:

- Improved business intelligence
- Timely access to data
- Enhanced data quality and consistency
- Historical intelligence
- Quick query response times
- Data mining
- Security
- Auditing
- Analytical tool support
- Real-time performance
- Centralized business logic

From the WCO Members’ perspective in particular, a more centralized approach is also expected to deliver more cost-effective WCO IT solutions for its Members. Members can also expect to experience reduced burden for information requirements in data collection, improved accessibility and transparency which should lead to better confidence overall in the WCO IT systems that they use.

A first step towards a more centralized approach to the WCO’s IT systems for its Members is to create a better understanding of the current situation. This current situation needs to be assessed both in technical terms: i.e. the extent to which the data in the various existing systems are accessible, interoperable, findable, as well as from a governance perspective, noting in particular the specific characteristics of the WCO as a Member-based intergovernmental organization.

From a governance perspective, there are equally a wide number of different stakeholders, Members and working bodies that work in the area of Members’ data collection and reporting whose perspectives would need to be taken into account during any centralization initiative. Some of these are listed in Annex V.

With the above context and goal towards a more centralized approach in mind, the WCO A-CIP Programme aims to sponsor a business analysis exercise with the support from an external IT Consultant. The specific objectives and scope of this work is detailed in the following section.

1.4 Objective of the services to be provided

Overall Objective:
The overall objective, or outcome of a business analysis of existing WCO IT systems for Members sponsored by the WCO A-CIP Programme is to improve Members’ access to WCO tools and instruments, as well as to support Members’ access and use of this data to help them improve their own governance and integrity.

Specific Outputs:
Several specific outputs are expected from the assignment:
1. A consolidated view on current Member use of and priorities for WCO IT systems
2. Identification of any ‘quick wins’ for centralization.
3. Proposals towards a governance framework / policy to standardize and aid centralization of future, new WCO IT initiatives for Members.
4. Recommendations for centralization implementation (e.g. data warehouse / lake) and cost estimate.

1.5 Scope of services to be provided

1.5.1 Overview

The scope of services to be provided by the service provider will include:

- Preparation of an Inception Report containing a validation of the proposed approach and methodology for the analysis including -
  - technical systems review – including how the various WCO IT system processes will be divided in the analysis
  - governance framework review – including stakeholder engagement strategy
- Business Analysis involving –
  - Various elicitation techniques
  - Review of System functions with IT system owners with an emphasis of walkthroughs from a WCO Member perspective
  - Context diagrams, use cases, process flow diagrams, etc to identify and model the interrelationships and dependencies of WCO IT systems for Members.
- Provision of a draft report for comment and subsequent finalization of report containing -
  - A consolidated view on current Member use of and priorities for WCO IT systems
  - Identification of any ‘quick wins’ for centralization (actions that could be taken within a 6-month timeframe and/or with limited resources).
  - Proposals towards a governance framework / policy to standardize and aid centralization of future, new WCO IT initiatives for Members.
  - Recommendations for centralization implementation and cost estimate.

1.5.2 Limitations

The language of the analysis activity will be in English and French, the language of the report deliverables will be in English.

Although the WCO Secretariat employs a number of IT systems for its internal administration (i.e. financial management, HR, travel, etc), the scope of the work is focused on IT systems that are administered by the WCO Secretariat that have the purpose of collecting data directly from WCO Member administrations for use by Member administrations.

1.6 Quality Control and Role of the WCO
A WCO project management team will coordinate, supervise and monitor progress of the analysis by the chosen service provider. Since the governance of the WCO IT systems is currently disbursed across the organization, the project management structure will reflect this broad cross-section.

The Project Board – will consist of the WCO’s current IT Steering Committee.

The Project Manager – will be the WCO A-CIP Programme Manager, under the WCO’s Capacity Building Directorate, representing also the Project Sponsor, the Government of Canada.

The WCO Project Management Team will consist of:
- A-CIP Central Management Team for administrative and logistic matters
- A dedicated IT Services Staff Member to support access to technical systems data

In addition, there will be a user-group for feedback made up of WCO Members from 5 WCO regions supported by the WCO A-CIP Programme + other Member representatives as recommended by the Project Board.

Throughout the course of the survey, the WCO Project Management Team shall interact with the chosen service provider to ensure that quality of work is maintained and that the stated objective is achieved.

There will be a first meeting (virtual or at the WCO Headquarters in Brussels) between the A-CIP Programme Management Team and the service provider as soon as the tender has been awarded to discuss the approach and methodology, expected deliverables, and the time frame. Thereupon, there shall be periodic meetings to monitor progress.

The WCO A-CIP Programme Management Team will facilitate the liaison between the service provider and the various stakeholders for the analysis, including system user / Member representatives.
1.7 Schedule of Deliverables and Key Milestones

<table>
<thead>
<tr>
<th>Deliverable (D) / Milestone (M)</th>
<th>Expected Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(M)1: Award of Tender &amp; Signature of Contract</td>
<td>14 July 2023</td>
</tr>
<tr>
<td>(M)2: First Management Meeting</td>
<td>24 July 2023</td>
</tr>
<tr>
<td>(D)1.1: Draft Inception Report</td>
<td>7 August 2023</td>
</tr>
<tr>
<td>(D)1.2: Final Inception Report</td>
<td>14 August 2023</td>
</tr>
<tr>
<td>(D)2.1: Draft Business Analysis &amp; Recommendations Report</td>
<td>15 December 2023</td>
</tr>
<tr>
<td>(D)2.2: Final Business Analysis &amp; Recommendations Report</td>
<td>8 January 2024</td>
</tr>
</tbody>
</table>

All reports must be submitted in English, in electronic and editable format (i.e. using the Microsoft Office software suite).

1.8 Contract Budget and Payment Schedule

The estimated budget allocated to the contract to be entered into with the selected service provider for the scope of services detailed in this Call for Tender is EUR 150,000.

Payments will be made in parts according to the following milestones / deliverables:

<table>
<thead>
<tr>
<th>Milestone / Deliverable</th>
<th>% of Total Contract Value</th>
</tr>
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<tbody>
<tr>
<td>Approval of the Final Inception Report</td>
<td>25%</td>
</tr>
<tr>
<td>Delivery of the Final Analysis &amp; Recommendations Report</td>
<td>75%</td>
</tr>
</tbody>
</table>

1.9 Contract Duration

The contract for the scope of services detailed in this Call for Tender should not exceed six months from the issue of the letter of award thereof.

1.10 Subcontracting

Subcontracting is permitted subject to the following conditions:

- The selected service provider is fully responsible for the performance of any subcontractors.
- Tenderers must indicate in their tenders the amount of the contract (if any) that they intend to subcontract to third parties, as well as the identity and availability of the potential subcontractor(s).
- The service provider must not subcontract to third parties not identified in the tender as potential subcontractors without prior written authorization from the WCO.
- The service provider shall not cause the contract to be performed in fact by third parties.
Even where the WCO authorizes the service provider to subcontract to third parties, the service provider shall nonetheless remain bound by its obligations to the WCO under the contract. The service provider shall ensure that the subcontract does not affect rights and guarantees to which the WCO is entitled by virtue of the contract.

Where subcontracting is envisaged, evidence of the potential subcontractors' ability to perform the tasks entrusted to them shall be included in the tender. Such evidence is the same as that also required from the service provider, as indicated below.

**Part 2. Procedures for responding to the Call for Tender and content thereof**

As specified in Part 1 above, service providers wishing to respond to this Call for Tender are requested to submit a technical proposal and a financial proposal to the WCO.

Both the technical and financial proposals shall form the basis for contract negotiations between the WCO and the chosen service provider.

### 2.1 Technical requirements to be met by the service provider’s proposal

The service provider's technical proposal must be as specific as possible, demonstrating its ability to meet the above-mentioned requirements of this Call for Tender through sufficient illustration of:

- Previous experience and in-house expertise
- Strength of proposed approach and methodology
- Capacity to understand Member needs
- Management approach

The factors determining the scoring of the technical proposal are listed below. The answers to the questions will help the WCO understand and assess the technical merit of each service provider. Please provide as much relevant information as possible.

<table>
<thead>
<tr>
<th><strong>Previous experience and in-house expertise</strong></th>
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</thead>
<tbody>
<tr>
<td>Does the service provider have experience of conducting business, IT systems and data warehouse analysis?</td>
</tr>
<tr>
<td>Does the service provider have an in-house team that comprises at least three key professional staff with core competencies in business and IT systems analysis?</td>
</tr>
<tr>
<td>Has the service provider conducted analysis for the public sector in multiple countries and/or with intergovernmental organizations?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Strength of proposed approach and methodology</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the proposed approach and methodology meet the requirements stated in the objective and scope of services?</td>
</tr>
<tr>
<td>What steps will be taken to identify and engage key stakeholders?</td>
</tr>
<tr>
<td>How will the service provider organize and report the analysis of current WCO IT systems?</td>
</tr>
<tr>
<td>How will the service provider approach making recommendations?</td>
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</tbody>
</table>
Capacity to understand Member needs

<table>
<thead>
<tr>
<th>Does the service provider have experience of working with multiple countries and languages?</th>
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<tbody>
<tr>
<td>Does the service provider have experience capturing multi-lingual needs in analysis?</td>
</tr>
<tr>
<td>Does the service provider have experience of working with Member-based organizations?</td>
</tr>
<tr>
<td>Does the service provider have experience of working with systems and/or organizations involved in international trade?</td>
</tr>
<tr>
<td>Do in-house staff have experience of working in multiple countries and languages?</td>
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</table>

Management approach

<table>
<thead>
<tr>
<th>Has the service provider proposed a management approach that explains how it will manage contact with the WCO and key stakeholders?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the service provider applied sufficient resources (human and material) and planning timeline to all stages of the work?</td>
</tr>
<tr>
<td>What arrangements has the service provider made for quality assurance and quality control?</td>
</tr>
<tr>
<td>What provisions does the service provider have in place to ensure confidentiality and data protection?</td>
</tr>
<tr>
<td>How will the service provider meet its reporting obligations?</td>
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More information on how each of these sections will be scored is provided in Part 3 below.

2.2 Financial requirements to be met by the service provider’s proposal

The service provider should prepare a financial proposal and submit it with the rest of the Call for Tender response in a second and separate envelope.

The service provider’s financial proposal must contain the following sections:
- Summary of costs
- Breakdown of price per activity
- Miscellaneous expenses

The financial proposal should be presented in the format provided in Annex I. The format includes specific expenditures which may or may not be required or applicable, but which are intended to serve as examples.
Part 3. Assessment and award of contract

3.1 General provisions of this Call for Tender

3.1.1 Contact persons
The service provider should identify the person(s) representing it in any future dealings with the WCO regarding this Call for Tender.

If the service provider has any questions concerning this Call for Tender, it may contact the Procurement Service of the WCO in writing.

Contact details:
World Customs Organization
Procurement
Rue du Marché, 30, 1210 Brussels, Belgium
E-mail: procurement@wcoomd.org

3.1.2 Clarification of Call for Tender documents
A service provider requiring additional information on the Call for Tender may submit a request in writing to the Procurement Service of the WCO at the contact details stated above.

The Procurement Services of the WCO shall respond in writing to any request it receives no later than 5 days prior to the deadline for submission of tenders. Copies of the replies shall be sent to all the candidates having received the Call for Tender.

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

3.1.3 Amendments of Call for Tender documents
At any time prior to the deadline for submission of Tender responses, the WCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective service provider, modify the Call for Tender documents by amendment.

All prospective service providers to which the WCO has directly sent the Call for Tender documents shall be notified in writing of all amendments to the Call for Tender documents.

In order to afford prospective service providers reasonable time in which to take the amendments into account in preparing their offers, the WCO Procurement Service may, at its discretion, extend the deadline for the submission of Tender responses.

3.2 Preparation of Tender responses

3.2.1 Contents of proposal
Tender responses must offer services for the total requirement. Tender responses offering only part of the requirement shall be rejected. The service provider is expected to examine all corresponding instructions and forms contained in the Call for Tender documents. Failure to comply with these documents shall be at the service provider's risk and may affect the evaluation of the Tender response.

3.2.2 Language of proposal
The Tender responses prepared by the service provider and all correspondence and documents relating to the Tender response exchanged by the service provider and the WCO shall be written in English. Any printed literature furnished by the service provider
may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Tender response, the English translation shall govern.

3.2.3 **Documentation comprising the proposal**
The Tender response shall comprise the following components:

a) General proposal submission form (see below);
b) A technical proposal including all relevant documentation and additional appropriate information to demonstrate that the service provider meets all technical requirements;
c) A financial proposal completed in accordance with all the requirements of section 2.2. of this document in the format indicated in Annex I – Template for Financial Offer (it must be provided in a separate envelope);
d) Administrative documents and information on tenderer’s expertise as indicated in Annex IV.

3.2.4 **General proposal submission form**
The following proposal submission form has to be sent to the WCO by the service provider indicated on the first page of the proposal submission form, together with all the supporting materials.

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**Subject:** WCO-OMD “Call for Tender for the Selection of a Service Provider to Implement a Customs Integrity Perceptions Survey under the Anti-Corruption and Integrity Promotion (A-CIP) Programme for Customs”

**For the attention of:**
WCO Procurement Service
Rue du Marché, 30
B-1210 – Brussels
Belgium

Dear Madam, Dear Sir,

Having duly received and examined the Call for Tender documents we, the undersigned, offer to implement a Customs Integrity Perception Survey under the Anti-Corruption and Integrity Promotion (A-CIP) Programme for Customs. The costs of the said work are set out in the attached financial proposal which forms part of this Tender response.

Should our Tender response be accepted, we undertake to commence and complete delivery of all the services specified in the contract within the stipulated time frame.

We agree to abide by this Tender response for a period of ninety (90) days from the date set for submission of Tender responses in the Call for Tender, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We understand that you are under no obligation to accept any Tender response received.

Done on xxx day/month/year

Yours sincerely,

Signature

On behalf of [the service provider]

Duly authorized to sign the Tender response for and on behalf of [the service provider]
3.2.5 **Prices quoted in Tenders**
The financial offer must be duly dated and signed by a duly authorized representative of the tenderer. The tenderer must complete the “Financial offer” table as outlined in Annex I.

All prices must be quoted in Euros (EUR). Prices quoted must include all government taxes, customs duties and levies, unless the service provider is registered in the European Union in which case price would be exclusive of VAT.2

3.2.6 **Cost of proposal**
The service provider shall bear all costs associated with the preparation and submission of the Tender response. The WCO shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Call for Tender.

3.2.7 **Period of validity of proposals**
Tender responses shall remain valid for ninety (90) days after the date of Tender response submission prescribed by the WCO, pursuant to the deadline. A Tender response valid for a shorter period may be rejected by the WCO on the grounds that it is non-responsive.

In exceptional circumstances, the WCO may solicit the service provider’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A service provider granting the request shall not be required nor permitted to modify its Tender response.

3.2.8 **Format and signing of proposals**
The service provider shall provide one copy of the Tender response, clearly marking it “Original Tender response”.

The copy of the Tender response shall be typed or written in indelible ink and shall be signed by the service provider or a person or persons duly authorized to bind the service provider to the contract.

A Tender response shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the service provider, in which case such corrections shall be initialled by the person or persons signing the Tender response.

3.3 **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, money laundering or

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2 Please refer to article 1.4 of Annex III - Standard Terms for the provisions of goods and services to the WCO.
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.

3.4 Ethics

Any attempt by a service provider to obtain confidential information, enter into unlawful agreements with competitors or influence the WCO 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 persons 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 service provider shall declare that it is affected by no potential conflict of interest and has no equivalent relation in that respect with other universities or parties involved in the project. Should such a situation arise during execution of the contract, the contractor must immediately inform the WCO.

Service providers shall respect core labour standards as defined in the relevant International Labour Organization (ILO) Conventions (such as the Conventions on freedom of association and collective bargaining, abolition of forced and compulsory labour, abolition of discrimination in the workplace, and abolition of child labour).

The service provider 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.

3.5 Submission of proposals

3.5.1 Deadline for submission of proposals

Tender responses must be received by the WCO by post or deposited by hand at the WCO reception at the address specified on the proposal submission form no later than 30 June 2023.

The WCO may, at its own discretion, extend this deadline for the submission of Tender responses by amending the Call for Tender documents in accordance with the section 3.1.3. above on ‘Amendments of Call for Tender documents’, in which case all rights and obligations of the WCO and service providers previously subject to the deadline shall thereafter be subject to the deadline as extended.

3.5.2 Late Tender responses

Any Tender response received by the WCO after the deadline for submission of proposals, pursuant to the above section 3.5.1. on ‘Deadline for the submission of proposals’ may be rejected.

3.5.3 Modification and withdrawal of Tender responses
The service provider may withdraw its Tender response after the Tender response’s submission, provided that written notice of the withdrawal is received by the WCO prior to the deadline prescribed for submission of Tender responses.

The service provider’s withdrawal notice shall be sent in accordance with the provisions of section 3.5.1. on ‘Deadline for submission of proposals’. The withdrawal notice must be sent by registered mail with acknowledgement of receipt.

No Tender response may be modified subsequent to the deadline for submission of proposals.

No Tender response may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the service provider on the Tender response Submission Form.

3.6 Evaluation of Tender responses

3.6.1 Review of proposals
The WCO shall review the Tender responses in conjunction with the Advisory Committee on Contracts (ACC).

3.6.2 Clarification of proposals
To assist in the examination, evaluation and comparison of Tender responses, the WCO may, at its discretion, ask the service provider for clarification of its Tender response. The request for clarification and the response shall be in writing.

3.6.3 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 service provider 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.

3.6.4 Evaluation and comparison of proposals
A two-stage procedure shall be utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to the price proposal being considered. The price schedule/financial proposal of the Tender responses shall be considered only for
submissions that have met the mandatory technical criteria and have passed the minimum technical score of 70% of the obtainable score of 100 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to this Call for Tender, with specific Technical Evaluation Criteria detailed in the section below.

In the second stage, the financial proposal of all service providers who have attained the minimum 70% score in the technical evaluation shall be compared. The WCO shall consider the prices quoted by each of the service providers having attained technical sufficiency. 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 relation with the lowest priced tender.

The WCO will award the contract to the tender offering the best value for money using an 70/30 technical/financial point allocation.

### 3.6.5 Technical Evaluation Criteria

Technical Evaluation Criteria is shown in the following tables. 14 technical criteria are mandatory and must obtain points above zero in order for the service provider’s financial proposal to be considered in the second stage. 4 remaining criteria are not mandatory but preference will be given to service providers who meet these requirements.

There are four categories in the Evaluation Criteria:
- Previous experience and in-house expertise (19 points available)
- Strength of proposed approach and methodology (30 points available)
- Capacity to work with countries participating in the survey (35 points available)
- Management approach (16 points available)

<table>
<thead>
<tr>
<th>Previous experience and in-house expertise</th>
<th>Consideration</th>
<th>Available Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience of conducting business, IT systems and data warehousing analysis</td>
<td>Mandatory</td>
<td>10</td>
</tr>
<tr>
<td>An in-house team that comprises at least three key professional staff with core competencies in business and IT systems analysis.</td>
<td>Mandatory</td>
<td>8</td>
</tr>
<tr>
<td>Experience conducting analysis for the public sector in multiple countries and/or with intergovernmental organizations</td>
<td>Preference given</td>
<td>8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strength of proposed approach and methodology</th>
<th>Consideration</th>
<th>Available Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstration that the approach and methodology meets the stated requirements.</td>
<td>Mandatory</td>
<td>8</td>
</tr>
<tr>
<td>Demonstration of the steps that will be taken to identify and engage key stakeholders.</td>
<td>Mandatory</td>
<td>8</td>
</tr>
<tr>
<td>Demonstration of how the analysis of the current WCO IT systems might be organized and reported.</td>
<td>Mandatory</td>
<td>3</td>
</tr>
<tr>
<td>Demonstration of how the service provider will approach making recommendations.</td>
<td>Mandatory</td>
<td>3</td>
</tr>
</tbody>
</table>
### Capacity to understand Member needs

<table>
<thead>
<tr>
<th>Consideration</th>
<th>Available Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory</td>
<td>10</td>
</tr>
<tr>
<td>Preference given</td>
<td>8</td>
</tr>
<tr>
<td>Preference given</td>
<td>8</td>
</tr>
<tr>
<td>Preference given</td>
<td>5</td>
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<tr>
<td>Preference given</td>
<td>5</td>
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</table>

### Management approach

<table>
<thead>
<tr>
<th>Consideration</th>
<th>Available Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory</td>
<td>5</td>
</tr>
<tr>
<td>Mandatory</td>
<td>5</td>
</tr>
<tr>
<td>Mandatory</td>
<td>2</td>
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<td>Mandatory</td>
<td>2</td>
</tr>
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<td>Mandatory</td>
<td>2</td>
</tr>
</tbody>
</table>

### Total Available Technical Evaluation Points: 100

#### 3.7 Award of Contract

**3.7.1 Award criteria, award of contract**

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

The WCO is not liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be liable should it decide not to award the contract. In any event, the WCO retains the right to withdraw the Call for Tender or to reject all the tenders before a contract has been awarded and signed, without having to provide any justification or having to compensate the tenderers for any damage whatsoever.

The WCO reserves the right to contract in full or partly the services described in this Call for Tender without having to provide any justification or having to compensate the tenderers for any damage whatsoever.

Prior to expiration of the period of proposal validity the WCO shall award the contract to the most qualified service provider whose Tender response, following evaluation, is considered to be the most responsive to the needs of the aims of the WCO Anti-Corruption and Integrity Promotion (A-CIP) Programme for Customs.

#### 3.7.2 Request for information - complaints
Unsuccessful tenderers may seek clarification, from WCO 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 II (point 7 of the WCO Financial Rules).

### 3.7.3 Acceptance of the conditions of the Call for Tender and provisions applicable to the agreement

The tenderers acknowledge that providing an offer implies full acceptance (i) of the conditions set out in this Call for Tender and (ii) of the essential terms and conditions constituting a non-negotiable basis on which the WCO and the selected candidate will negotiate a formal agreement following the award of the contract (as described in Annex III - Standard Terms for the provisions of goods and services to the WCO).

### 3.7.4 Special provisions

Nothing in this Call for Tender and the annexes thereto, including in particular any references to Belgian legislation, shall be construed as a waiver by the WCO of its privileges or of those of its officials.

Given that the WCO is an intergovernmental organization, it is expressly agreed that the rights and obligations of the Parties shall be governed by the Call for Tender or, subsidiarity, by the provisions of Belgian law. It is expressly stated that the constituent parts of the Call for Tender shall take precedence over the legislative and regulatory provisions referred to therein.

* * *

### Annexes

- **Annex I:** Template for Financial Offers
- **Annex II:** WCO Financial Rules Extract
- **Annex III:** Standard Terms for the provisions of goods and services to the WCO
- **Annex IV:** Administrative documents and information on tenderer’s expertise.
- **Annex V:** Additional Information for Tenderers