



WORLD CUSTOMS ORGANIZATION
ORGANISATION MONDIALE DES DOUANES

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

COMPLIANCE AND FACILITATION DIRECTORATE

Call for tender for procurement of Raman spectrometers

Deadline for receipt of tenders: 20 January 2018



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1. Terms of Reference

1.1 Background

1.1.1 Context

Established in 1952, the World Customs Organization (WCO) is the only independent intergovernmental organization with competence in Customs matters.

Its mission is to enhance the effectiveness and efficiency of Customs administrations and help them contribute to the achievement of national development objectives, particularly in the fields of trade facilitation, revenue collection, the protection of society and supply chain security.

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

In March 2017 the WCO launched a new initiative for Customs administrations in the Asia/Pacific region, specifically focusing on border-security-related challenges in South East Asia. The objective of the Security Project in South East Asia and Pacific Islands (Asia Pacific Security Project – APSP), is to assist Customs Administrations in South East Asia and the Pacific Islands to strengthen their capacity, focusing on three specific Programme initiatives:

- a) Programme Global Shield (PGS). Counter illicit trafficking and diversion of components used to manufacture Improvised Explosive Devices (IEDs) through PGS;
- b) Passenger Controls (API/PNR). Reducing the movement of Foreign Terrorist Fighters and other terrorist related risks through more effective passenger controls, including through the utilization of passenger information for risk assessment; and
- c) Air Cargo Security against Small Arms Light Weapons (SALW). Prevention of illicit trafficking of Small Arms and Light Weapons.

To support the beneficiary Customs administrations, the APSP is planning to procure a minimum of 38 handheld portable Raman Spectrometers for identification and analysis of chemical products, including explosives, toxic industrial substances, precursor chemicals. Through the provision of these devices the Project will assist recipient Customs Administrations in their efforts to countering illicit trafficking and diversion of chemicals used to manufacture improvised explosive devices (IEDs).

The Project is planned for two years, until March 2019. Subject to the availability of funds, the Project may request an extension to the contract for the supply of spectrometers, including additional procurement of the devices, extension of the maintenance contracts, and other additional services.



1.2 Objectives of the assignment

The successful tenderer will be required to deliver the devices and conduct “in-country” training to the future users of the equipment.

1.3 Scope of requirements, services, tasks

The technical specifications and additional requirements listed in the table below are those that should be met by the successful tenderer.

Those technical specifications that are a mandatory or minimum requirement are identified in the table.

The Project will consider devices with minor deviations from the required technical specifications, where there is not a mandatory or minimum requirement. Where this is the case the details should be provided by the tenderer.

1.3.1 Technical specifications

Weight	<2 kg
Use mode	Handheld*
	Surface scan*
	Through-barrier scan*
Working distance	0-20 mm*
Safety	Scan delay*
	Adjustable laser power (30-250 mW)
Power requirements	Rechargeable Battery*
	Regional DC wall adapter
	>2 hours
Connectivity	WiFi and/or USB
Wavelength	500-1064 nm*
Spectral resolution	6-11 cm ⁻¹ *
Operating temperature	-20°C - +50°C*
Time to get the results	<5 min
Operational	Able to identify the chemicals dissolved in liquids*
Library	Minimum 10,000 compounds, including explosives, narcotics, TIC/TIM, CWA and precursor chemicals **.
	User library
Survivability	Independently tested to international and military standards (preferred MIL-STD-810G)
Accessories	Carry case
	Laser safety glasses (if needed)
	2 battery packs (if removable) and 1 single bay charger

* Denotes a mandatory or minimum requirement.

**Precursor chemicals

The device shall be able to identify the following precursor chemicals:

- Acetone
- Aluminum Powder
- Ammonium Nitrate



- Calcium Ammonium Nitrate
- Calcium Nitrate
- Hydrogen Peroxide
- Nitric Acid
- Nitromethane
- Potassium Chlorate
- Potassium Nitrate
- Potassium Perchlorate
- Sodium Chlorate
- Sodium Nitrate
- Urea

1.3.2 Additional requirements

a) Display Languages

The device shall be operational in English and 5 (five) additional languages of the region that will be specified by the Project at a later stage.

b) Library updates

The library updates shall be provided for at least 3 (three) years from the date of delivery of the devices.

c) Software updates

The software updates shall be provided for at least 3 (three) years from the date of delivery of the devices.

d) Support and reach back

The online and phone support and reach back shall be available 24/7/365 in English for at least 3 (three) years from the date of delivery of the devices. Support provided in other languages of the region will be considered an advantage.

The response time for issues that cannot be resolved immediately shall not exceed 5 (five) working days.

e) Training

The successful tenderer shall deliver 2 (two) “in-country” training courses for the future users in the region. The training in the use of the devices will be incorporated into the capacity building activities of the Project and conducted in 2018 in two different countries.

f) Storage

The devices shall be stored by the company until delivery is requested. The maximum storage time is 12 months from the date of signing of the contract.

g) Delivery

The devices should be available to be sent to the final destination upon request, with one-month notice.

The devices shall conform to international health, safety, environmental regulations. The tenderer shall document all international standards which the devices meet.



The successful tenderer will be expected to meet all export and import requirements and licensing regulations. The successful tenderer will be responsible for arranging and discharging the costs of transporting the equipment to the delivery address and arranging customs clearance. The marine/air insurance will be solely the responsibility of the successful tenderer and no risks related to the devices and their delivery shall be transferred to the WCO.

h) Warranty

The successful tenderer shall provide warranty coverage for the devices covering at least 3 (three) years from the date of delivery.

1.4 Financial Offer

The tenderer shall provide a detailed offer comprising:

- the price for the forecasted procurement as listed in parts 1.3.1. and 1.3.2.;
- the price shall be quoted in EUR;
- the price quoted shall include transportation, insurance and any other related costs;
- the price quoted shall include all government taxes, customs duties and levies, but must not include VAT.

The prices should be clearly indicated and not be subject to interpretation. All costs and possible rebates should be taken into accounts in the prices provided.

The prices should be presented in the format provided in Annex II. The WCO will not consider a financial offer provided in another format.



2. Procedures for Answering the Call for Tender and Content of the Tender

2.1 PREPARATION OF THE TENDER

The tender shall comprise two (2) separate parts: one part meeting the technical criteria and additional support services, and the other indicating the price of the equipment and services requested. The financial offer should be provided in a separate envelope.

The tender submitted by the tenderer should comprise all the information requested in the Annex I and Annex II hereto as well as the information and documents requested hereunder.

Tenders must be made without reservation. However, a tenderer may note in its tender that certain aspects require clarification. It is legitimate for a tenderer to point these out, and equally legitimate for the WCO to take account of them, provided that these corrections do not substantially affect the terms of the tendering process or the purpose of the contract.

Tenders must be compliant, in all respects, with the purpose of the call for tender.

Tenders which are not compliant with the purpose of the call for tender shall be set aside.

Documentation required for the tender

All tender proposals must be accompanied by the following documents:

- a) Administrative documents:
 - A sheet describing the tenderer's professional activities.
 - A document attesting to the tenderer's legal status.
 - A document listing the names and status of the individuals who make up the tenderer's governing bodies, together with an organization chart of the company.
 - Documentary evidence of the tenderer's financial situation (balance sheet, profit and loss account).
 - A declaration on honor vouching that the tenderer is not in one of the situations described in part 3.1 related to Exclusion criteria and Ethics clauses below.
- b) Information document on the tenderer's expertise:
 - A description of its resources (qualified staff and equipment).
- c) Project proposal for the device meeting required technical specifications and support services:
 - A document in the format provided in Annex I;
 - Copies of certificates or any other evidences of all international standards which the devices meet.
- d) Financial offer
 - A quote in the format provided in Annex II.

Further information related to the Accession criteria of the tenderer is outlined in part 3.3.

Further information related to the Award criteria of the tenderer is outlined in part 3.4.

2.2 COSTS OF TENDER RESPONSE

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



2.3 PERIOD OF VALIDITY OF THE TENDER

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

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

2.4 FORMALITIES AND SIGNING OF TENDERS

The tender should be sent to:

WCO-OMD
WCO CALL FOR TENDER – Raman spectrometers
For the attention of Mr. Marc Bruneau
Head of Central Services
Rue du Marché, 30
B-1210 – Brussels
Belgium

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

“Original tender response”

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

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

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

2.5 DATE OF SUBMISSION OF TENDERS

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

2.6 PRICES QUOTED IN TENDERS

The financial proposal must be duly dated and signed by a duly authorized representative of the tenderer. The financial proposal shall be based on the instructions under part 1.4.

The tenderer must complete the “Financial offer” table as outlined in part 1.4 and Annex II. Prices must be quoted in euro. For tenderers from countries which do not form part of the eurozone, the amount of the tender cannot be revised as a result of exchange rate fluctuations. The choice of exchange rate falls to the tenderer, who bears the risks and reaps the benefits associated with these fluctuations.

Prices quoted must include all government taxes, customs duties and levies, but must not include VAT since, due to its status as international organization, the WCO is VAT exempted.

2.7 LANGUAGE

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

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2.8 REQUESTS FOR INFORMATION OR CLARIFICATION OF THE CALL FOR TENDER

A tenderer requiring additional information on the call for tender may submit a request in writing to the WCO Procurement Service:

Marc.Bruneau@wcoomd.org

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

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

2.9 MODIFICATION AND WITHDRAWAL OF THE CALL FOR TENDER

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

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

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

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

2.10 MODIFICATION AND WITHDRAWAL OF THE TENDER

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

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

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

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

2.11 SUBCONTRACTING

Subcontracting is permitted subject to the following conditions:

- The selected service provider is fully responsible for the performance of any subcontractors.
- Tenderers must indicate in their tenders the amount of the contract (if any) that they intend to subcontract to third parties, as well as the identity and availability of the potential subcontractor(s).
- The service provider must not subcontract to third parties not identified in the tender as potential subcontractors without prior written authorization from the WCO.



- The service provider shall not cause the contract to be performed in fact by third parties.
- Even where the WCO authorizes the service provider to subcontract to third parties, the service provider shall nonetheless remain bound by its obligations to the WCO under the contract.
- The service provider shall ensure that the subcontract does not affect rights and guarantees to which the WCO is entitled by virtue of the contract.

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

Tenderers should note that the WCO shall consider intended subcontracting as an indication that the potential service provider does not have the requisite resources to complete the tasks under the contract.



3. Assessment and Award of Contract

3.1 EXCLUSION CRITERIA

Applicants or tenderers shall be excluded from a contract if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the WCO's financial interests.

Tenderers must declare on their honour that they are not in one of the situations referred to above.

3.2 ETHICS CLAUSES

Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Advisory Committee on Contracts (ACC) or any WCO staff member during the process of examining, clarifying, evaluating and comparing tenders and applications will lead to the rejection of its submission or tender.

Thus, any direct or indirect contact with a WCO staff member other than the person named in this call for tender may, at the WCO's sole discretion, result in the rejection of the tender without any compensation or formality.

When putting forward a tender, the tenderer shall declare that it is affected by no potential conflict of interest and has no equivalent relation in that respect with other tenderers or parties involved in the missions likely to be outsourced to it in its capacity as the selected tenderer. Should such a situation arise during execution of the contract, the service provider must immediately inform the WCO.

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

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



The WCO reserves the right to suspend or cancel the call for tender or the contract awarded if corrupt practices of any kind are discovered at any stage of the award process.

3.3 ACCESSION CRITERIA

Only those tenders fulfilling all the accession criteria will be assessed against the award criteria.

The accession criteria are:

- Submission of documents listed (see part 2.1);
- Submission of information related to the tenderers expertise and the experience of the involved staff members (see parts 2.1 and 3.4);
- Provision of a proposal that meets the requirements set out in the specifications and testifies to the tenderer's ability to provide the services requested, (see parts 2.1 and 3.4)
- Submission of a financial proposal (see Part 1.4.)

3.4 AWARD CRITERIA

Further to the price quoted for the performance of the contract, the following award criteria shall be applied, and should be taken into account in the preparation of the technical proposal corresponding to the specific qualifications outlined in part 1.

Award criterion 1 – Technical requirements

This criterion serves to assess whether the device meets the required technical specifications listed under part 1.3.1.

The following information will need to be provided by the tenderer in order to assess this criterion:

- Technical specifications of the device in line with the format provided in Annex I to this document.

Award criterion 2 – Additional requirements

This criterion serves to assess the tenderer's offer related to the additional requirements listed under part 1.3.2 being specifically required support services, such as translation of the display into regional languages, provision of training, delivery upon request, storage of the devices, maintenance of the devices, etc.

The following information will need to be provided by the tenderer in order to assess this criterion:

- Whether it is able to fully provide all required services under part 1.3.2, and if not specify to what extent they are able to be provided.

3.5 POINTS

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

Tender Award Criteria	Maximum Points	Minimum Passing Score
Award criterion 1	75	55
Award criterion 2	175	75
TOTAL	250	130



Technical sufficiency levels: in order to be selected, companies shall have an overall score of 130 points or more, with a minimum of 55 points in Award criterion 1 and 75 points in Award criterion 2.

3.6 PROJECT PROPOSAL

The offer provided by the tenderer will be evaluated in relation to technical specifications and support services. Tenderers are requested to provide the information as requested in this call for tender and according to instructions and templates provided.

3.7 FINANCIAL PROPOSAL

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

The price quoted must be a firm, non-revisable price denominated in euro, as per part 1.4. The price should be fully inclusive and include any travel and accommodation costs. Prices quoted must include all government taxes, customs duties and levies, but must not include VAT since, due to its status as international organization, the WCO is VAT exempted.

The tenderer must clearly indicate all relevant costs for the devices and specified additional requirements in part 1.3.

The prices proposed by the tenderers will be applied a score of a maximum of 250 points based on the classification of the prices stated in the offers received by the WCO.

The distribution of the points for quality and price will be made on 50/50 bases:

Award criteria 1+2	250 points	50%
Financial proposal	250 points	50%
Total	500 points	100%

3.8 AWARD OF THE CONTRACT

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

The WCO reserves the right not to select any tender if the quote of the tender exceeds the budget allocated for this project. Where applicable, the WCO may ask the tenderer to provide clarification about a tender. This request, as well as the response, shall be made in writing. The WCO reserves the right to ask an applicant for a "hands-on" test of the device. The cost of the test shall be borne by the tenderer. The WCO reserves the right to ask tenderers for their best and final offer before awarding the contract. Each tenderer shall be informed about the decision of the Advisory Committee on Contracts.

3.9 NO OBLIGATION TO AWARD THE CONTRACT

In no way whatsoever does the call for tender procedure entail any obligation on the WCO's part to award the contract. Up until the finalization of the contract the WCO may decide not to proceed with the contract or may cancel the call for tender procedure, without the tenderers' being able to claim compensation of any kind.

The WCO is not liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be liable should it decide not to award the contract.



In any event, the WCO retains the right to withdraw the call for tender or to reject all the tenders before a contract has been awarded and signed, without having to provide any justification or having to compensate the tenderers for any damage whatsoever.

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

3.10 SPECIAL PROVISIONS

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

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

3.11 REQUEST FOR INFORMATION – COMPLAINTS

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

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

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

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



ANNEXES

Annex I: Template for Project Proposals

Annex II: Template for Financial Offers

Annex III: WCO Financial Rules

Annex IV: Terms and conditions applicable to the agreement