Call for tender for supply of Handheld Fluorescence X-ray (XRF) Systems

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Deadline for receipt of offers: 26 September 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 to meet these challenges.

One of the Project initiatives is aimed at enhancing the passenger control. The overall objective of this initiative is to enhance the capacity of the Customs administrations to identify, interrupt and interdict the movement of foreign terrorist fighters and a variety of other passenger related Customs matters, thereby reducing the economic impact and number of casualties and deaths from terrorist attacks.

Considering the lack of requisite equipment to inspect and identify suspicious items in passengers’ luggage, modern technology, such as handheld fluorescence X-ray (XRF) systems will be provided along with the training by the APSP to the Customs administrations of Asia Pacific region. XRF technology will be used for the identification of gold that is used as a means of money laundering and to finance terrorist activities.

The APSP is planning to procure at least 8 (eight) handheld XRF systems suitable for field use. Those systems will be deployed in operational environments including airports, ports, and land borders.

The participating countries of the Project include, but are not limited to the following list: Bangladesh, Cambodia, Indonesia, Lao PDR, Myanmar, Philippines, Thailand, Vietnam.

Subject to the availability of funds, the Project may request an extension to the contract for the supply of handheld XRF systems, beyond the initial supply.
1.2 Objectives of the assignment

The successful tenderer will be required to deliver the systems to the intended users of the equipment in the identified countries of Asia/Pacific region and to provide training in two of the countries, to be specified at a later date.

1.3 Scope of requirements, services, tasks

Tenderers are requested to provide details of their handheld XRF systems in relation to the following technical requirements.

The technical requirements listed below will be evaluated as following:
(*) – mandatory requirements, will be scored;
( ) - optional requirements, will be scored;
(**) – for information only, will not be scored.

The Project will consider systems 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 and additional requirements

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Sub criterion</th>
<th>Evaluation method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operational Performance</td>
<td>Energy source*</td>
<td>Must use anode tube as energy source Yes/No</td>
</tr>
<tr>
<td></td>
<td>Elemental range (1) *</td>
<td>Must be capable of identifying Au in pure form and in alloys Yes/No</td>
</tr>
<tr>
<td></td>
<td>Elemental range (2)</td>
<td>Should be capable of identifying all other metallic elements within the range Ti-U. Please specify the range able to be identified.</td>
</tr>
<tr>
<td></td>
<td>Target format*</td>
<td>Must be capable of analysing the relevant pure and alloyed elements including in granular, powder and in sediment forms Yes/No</td>
</tr>
<tr>
<td></td>
<td>Target size**</td>
<td>Please specify the minimum quantity of each element able to be analysed by the device</td>
</tr>
<tr>
<td></td>
<td>Accuracy</td>
<td>Should be capable of analysing to an accuracy of parts per million (PPM) for each element Yes/No</td>
</tr>
<tr>
<td></td>
<td>Purity</td>
<td>Should be capable of providing the concentration of Au. Yes/No</td>
</tr>
<tr>
<td></td>
<td>Analysis time for Au</td>
<td>Please specify the time taken to provide analysis results for Au.</td>
</tr>
<tr>
<td></td>
<td>Analysis time for all other metallic elements**</td>
<td>Please specify the time taken to provide analysis results for all other metallic elements able to be identified by the system.</td>
</tr>
<tr>
<td>Battery</td>
<td>Battery type*</td>
<td>System must use a lithium ion rechargeable battery with a minimum charge of 6 hours. Yes/No</td>
</tr>
<tr>
<td>Spare battery*</td>
<td>A spare battery must be provided as standard. Yes/No</td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td>-----------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Battery charger*</td>
<td>A battery charger, of appropriate local voltage, must be provided as standard. Yes/No</td>
<td></td>
</tr>
<tr>
<td>Weight and dimensions</td>
<td>Weight*</td>
<td>Maximum weight 1.8kgs. Please specify the weight in kgs of full system when deployed.</td>
</tr>
<tr>
<td></td>
<td>Dimensions**</td>
<td>Please specify the width, height and length of the system.</td>
</tr>
<tr>
<td>Safety</td>
<td>Compliance with radiation safety and environmental requirements*</td>
<td>The system shall comply with ICRP safety recommendations and the national legislation requirements of the 8 recipient states. Yes/No</td>
</tr>
<tr>
<td></td>
<td>Safety interlock*</td>
<td>System must incorporate a safety interlock. Yes/No Please specify the nature of a safety interlock.</td>
</tr>
<tr>
<td></td>
<td>Timed out function*</td>
<td>System must have a timed automatic shut-down function to prevent inadvertent X-ray emissions. Yes/No</td>
</tr>
<tr>
<td></td>
<td>System &quot;on&quot; light*</td>
<td>A warning light to show system in operation must be provided Yes/No</td>
</tr>
<tr>
<td></td>
<td>Lanyard</td>
<td>A safety lanyard should be provided Yes/No</td>
</tr>
<tr>
<td>Accessories</td>
<td>Carrying case*</td>
<td>A locking carrying case must be provided Yes/No</td>
</tr>
<tr>
<td></td>
<td>Belt holster</td>
<td>A covered belt holster should be provided Yes/No</td>
</tr>
<tr>
<td></td>
<td>Cables*</td>
<td>PC connection cables must be provided Yes/No</td>
</tr>
<tr>
<td></td>
<td>Reference samples</td>
<td>Suitable reference materials should be provided in respect of each element within the detection library Yes/No</td>
</tr>
<tr>
<td>Stands</td>
<td>System should be capable of operating with desktop and/or portable stands. Yes/No Please specify whether the desktop and/or portable stands are included in the package. If not, please indicate the price of them in the Annex II (financial offer).</td>
<td></td>
</tr>
<tr>
<td>Environment and durability</td>
<td>Operational temperature range*</td>
<td>System must be capable of being operational within temperature range 0-45 degrees Celsius Please specify the operational temperature range of the system.</td>
</tr>
</tbody>
</table>
### Resistance to dust and water
Please specify the IP compliance of the system. IP 54 compliance is desirable, however, less than IP 54 will be considered but given a lesser score.

### Imaging
#### Screen type
A touch screen suitable for outdoor use is desirable
Yes/No

#### Background and icons
Variable background lighting and icons visible in bright daylight conditions are desirable
Yes/No

### Language*
Display shall be available in English and the languages of at least 5 recipient countries
Yes/No
Please specify whether you are able to translate the display of the device in at least 5 languages of the recipient countries by the time of delivery. The languages will be confirmed later.

### Data handling
#### Storage*
System must be capable of storing at least 8,000 reports + associated spectra.
Yes/No
Please also provide information about storage capacity in GB

#### Software updates*
Available software updates must be provided for 3 years
Yes/No

#### Data transfer*
There must be a capability to transfer images via USB
Yes/No

### Connectivity*
There must be a capability to connect to external devices via Wi-Fi or Bluetooth.
Please specify the connectivity mode(s)

### Training
#### Training*
Supplier must provide 2 training courses (locations to be advised), to cover system operation, relevant radiation safety training and first level trouble shooting. The training shall be carried out in English.
Yes/No

#### Instruction manuals*
All instruction/training manuals must be available in English and up to 5 languages of the recipient countries by the time of delivery. The languages will be confirmed later.
Yes/No

### Warranty
#### Warranty*
A minimum 3-year warranty shall be provided as standard.
Tenderers are invited to provide details of additional costs for the extension of the warranty for additional years 4, 5, 6, 7 in the financial offer.
1.4 Financial Offer

The tenderer shall provide a detailed offer in a separate envelope comprising:

- the price for the system with specifications listed in part 1.3.1;
- the price of extension of warranty, per system, per year, for years 4, 5, 6, 7;
- the price of desktop and/or portable stands per piece;
- the price of any optional extras;
- the price of any spare parts not covered by warranty during years 4, 5, 6, 7;
- all prices shall be quoted in EUR;
- all prices quoted shall include transportation to destination countries, insurance and any other related costs;
- all prices quoted shall include all government taxes, customs duties and levies\(^1\).

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.

\(^1\) The WCO is VAT exempted in some of the countries. Shall it not be the case the supplier will have to pay the VAT, and the WCO will reimburse these costs to the supplier.
2 Procedures for Answering the Call for Tender and Content of the Tender

2.1 Preparation of the Tender

Under penalty of nullity and rejection, the tender shall comprise three (3) separate parts:

(i) the technical criteria (the “Technical Offer”) in the format provided in Annex I;

(ii) the price for the good(s)/service(s) requested (the “Financial Offer”) in the format provided in Annex II (it must be provided in a separate envelope); and

(iii) administrative documents and information on tenderer’s expertise which shall be submitted in a bundle of separated numbered documents as listed in Annex III hereto.

Tenders must be made without reservation since any reservation clause would constitute a lack of undertaking. However, a tenderer may note in its tender that certain aspects require elucidation. 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. The WCO shall be the sole arbiter in this regard.

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.

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 twelve (12) months after the deadline for receipt of tenders.

Any tender response with a period of validity of less than twelve (12) months shall automatically be rejected.

2.4 Formalities and Signing of Tenders

The tender should be sent to:

WCO-OMD
WCO CALL FOR TENDER – Handheld XRF System
For the attention of Mr. Marc Bruneau
Head of Central Services
Rue du Marché, 30
B-1210 – Brussels
Belgium
The tenderer shall provide two copies 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.

The tenders submitted after the deadline indicated on the front page of this document will not be considered.

2.6 PRICES QUOTED IN TENDERS

The financial offer must be duly dated and signed by a duly authorized representative of the tenderer. The financial offer 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.²

2.7 LANGUAGE

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

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.

² The WCO is VAT exempted in some of the countries. Shall it not be the case the supplier will have to pay the VAT, and the WCO will reimburse these costs to the supplier.
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 whom 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 supplier 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.
- The supplier shall remain responsible for all acts and omissions of its sub-contractor as if they were its own.

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.
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 1.3, 2.1 and 3.4);
- Provision of an offer that meets the requirements set out in the specifications and testifies to the tenderer’s ability to provide the services requested, (see parts 1.3, 2.1 and 3.4)
- Submission of a financial offer (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 offer corresponding to the specific qualifications outlined in part 1.3.1.

**Award criterion – Technical requirements**

This criterion serves to assess whether handheld XRF system meets the required technical requirements listed under part 1.3.1.

In order for this criterion to be assessed, the tenderer will need to provide the technical specifications of the equipment in line with the format provided in *Annex I* to this document.

The tenderer may add any other documents considered to be relevant.

### 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:

<table>
<thead>
<tr>
<th>Tender Award Criteria</th>
<th>Maximum Points</th>
<th>Minimum Passing Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical requirements</td>
<td>230</td>
<td>145</td>
</tr>
</tbody>
</table>

Technical sufficiency levels: in order to be selected, companies shall have an overall score of 145 points or more for the Technical requirements, whereas minimum scores must be achieved in certain sub-criteria denoted accordingly.

### 3.6 Technical Offer

The offer provided by the tenderer will be evaluated in relation to the technical requirements specified under part 1.3.1. Tenderers are requested to provide the information as requested in this call for tender and according to instructions and templates provided.
3.7 FINANCIAL OFFER

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 transportation, insurance and any other related costs. Prices quoted must include all government taxes, customs duties and levies.  

The prices proposed by the tenderers will be applied to a score of a maximum of 230 points based on the classification of the prices stated in the offers received by the WCO.

The distribution of the points for technical requirements and financial offer will be made on 50/50 basis:

<table>
<thead>
<tr>
<th></th>
<th>230</th>
<th>50%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical offer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial offer</td>
<td>230</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>460</td>
<td>100%</td>
</tr>
</tbody>
</table>

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 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 PAYMENT SCHEDULE

The following payment schedule will be applied to the contract:

(i) fifty (50) % of the total amount upon signature of the contract;
(ii) twenty (20)% of the total amount after acceptance by the WCO of the delivery receipt following due delivery of all systems;
(iii) thirty (30)% of the total amount on the date of final acceptance (part 3.10) of all systems.

All above stated payments are due within thirty (30) calendar days of date of the invoice.

3.10 FINAL AcceptANCE

Final acceptance is subject to all acquired systems being fully commissioned to the satisfaction of the respective national regulatory bodies, facilitating the issue of appropriate licenses for “custody and use”.

3. The WCO is VAT exempted in some of the countries. Shall it not be the case the supplier will have to pay the VAT, and the WCO will reimburse these costs to the supplier.
Within a period of sixty (60) calendar days following the date of each Delivery Receipt, the WCO and/or its representative shall carry out testing and technical validation of the concerned Device(s) in order to verify that they function correctly. Should there be any problem with a Device that cannot be solved on the spot within a ten (10) days period then the WCO will send back the defective Device at supplier’s costs and supplier will immediately ship a replacement Device for the WCO. Such process shall be repeated as long as the testing and technical validation is not considered satisfactory by the WCO or its representative.

The technical validation of each Device shall be considered satisfactory by the WCO if such Device is fully functioning and compliant with the requested specifications listed in this Call for Tender. Final acceptance shall give rise to a written notice of final acceptance from the WCO to the supplier. The date of signature of such notice shall be considered to be the date of final acceptance.

3.11 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 in part the goods and services described in this call for tender without having to provide any justification or having to compensate the tenderers for any damage whatsoever.

3.12 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.

3.13 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 IV, point 7 of the WCO Financial Rules as (see Annex IV hereto).
3.14  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.

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 V - "Standard Terms for the provisions of goods and services to the WCO").
ANNEXES

Annex I: Template for Technical Offer
Annex II: Template for Financial Offer
Annex III: Administrative documents and information on tenderer’s expertise
Annex IV: WCO Financial Rules extract
Annex V: Standard terms for the provisions of goods and services to the WCO