

SALE OF SURPLUS ASSET

18 December 2017

INVITATION TO BID - UNGSC/S/UNOCA/002/2017 - INSTRUCTIONS TO BIDDERS

1. GENERAL

1.1 The United Nations Global Service Centre (UNGSC) intends to sell on behalf of the United Nations Regional Office for Central Africa (UNOCA) with its headquarters in Libreville, Gabon, surplus asset as listed in **Annex A** (for the complete description of the item, please refer to the UNGSC web site <http://www.ungsc.org/Procurement/SalesOfAsset> or <http://unoca.unmissions.org>). By this Invitation to Bid (ITB), the UNGSC requests your best price offer (Bid) on a 'Lot' basis only, for any of the surplus asset as described in **Annex A**.

1.2 This ITB comprises:
Annex A – List of Asset and Bid Form;
Annex B - Letter of Intention to Attend Site Visit;

The terms set out in this ITB and the Bid, will form part of any contract or purchase agreement if UNGSC accepts your offer.

1.3 **The bidder must consider that the goods are being sold on “as-is, where-is” basis, and without recourse or warranties of any kind, either express or implied, including warranties of quality, merchantability or fitness for a particular purpose. UNGSC does not warrant compliance with asset description or declared weight of the item (i.e. discrepancies may exist due to the weight of the packaging).**

1.4 Any contract resulting from this ITB may be awarded at the discretion of the UNGSC on a partial or whole basis and UNGSC reserves the right to remove any of the lots from the Sale at UNGSC's discretion.

2. INVITATION TO BID

2.1 Please note that:

(a) Your bid must be received by the UNGSC on or before: **4 January 2018, 15:00 hrs. Gabon Time.**

(b) The bid shall include:

- completed Annex A (attached) with a copy of certified bank check as detailed below;
- a certified bank check representing 10% of the total bid price.

2.2 **In submitting your Bid, it is your responsibility to ensure that you have fully complied with all requirements of this ITB. Failure to fully comply may exclude your Bid from further consideration.**

2.3 For queries of procedural nature please contact **Mr. Willy Ndong Akoure** at UNLB-Procurement@un.org or by fax at **+39 0831 056034**.

3. SITE VISIT

3.1 The asset referred to in **Annex A** are currently held at the UNOCA's premises located at **Pont de Gue-Gue, near Social and Economic Center in Libreville, Gabon. A Site Visit at UNOCA HQ** will be held on **22 December 2017 at 09:30 hrs, Gabon Time** to allow bidders to inspect the asset.

3.2 Bidders are advised that UNGSC/UNOCA does not guarantee the accuracy of the descriptions or quantities provided on **Annex A** and therefore, bidders are encouraged to attend the Site Visit to verify the contents and condition.

3.3 **Bidders wishing to attend the Site Visit must** complete the attached **Annex B – Letter of Intent** with all the information requested and submit it to the Procurement Section by fax at **+(39) 0831-056034** or by email to UNLB-Procurement@un.org, **on or before 20 December 2017**. Requests to attend the Site Visit received after this date will not be considered. Due to security requirements only those persons identified on **Annex B** will be allowed entry, with a maximum of 2 persons per bidder.

4. BID FORMAT AND DEPOSIT

4.1 Bid Form must be completed by entering the **bid price per LOT** in the attached **Annex A – List of Asset**, and returning it to UNGSC as per the instructions in **paragraph 6** below.

4.2 The bid must include:

- The completed **Annex A** and certified bank check. The certified bank check will be returned to the bidder in the event that the bid is unsuccessful or credited to the purchase price in the event that the bid is successful/accepted by UNGSC.
- The bidder must clearly indicate on **Annex A** the recipient and address for the return of the certified bank check.

4.3 All correspondence and supporting documentation shall be in English or French.

5. BID PRICE

5.1 The bid price shall:

- be **firm, all-inclusive price per Lot**, not subject to any adjustment;
- be quoted in **USD or XAF only**, and;
- have a minimum validity of **60 days** from the bid closing date.

5.2 Final payment is to be made by bank transfer or deposit to the UNOCA bank in Libreville in USD or XAF.

5.3 The successful bidder is responsible for all costs, including but not limited to, the customs clearance, transportation, removal and disposition of the surplus assets in accordance with applicable laws and regulations. The UNOCA will not pay any amount or provide any assistance associated with the Sale and removal of goods unless otherwise specified in this ITB.

5.4 UNOCA is exempt from taxes and duties and the price shall be exclusive of any taxes and duties including, but not limited to, those charged by Gabon Customs offices.

6. DELIVERY OF BID

6.1 Bids shall be submitted in a sealed envelope/package, the outside of which must be clearly marked and addressed as follows:

ATTN. CHIEF MISSION SUPPORT (CMS)
United Nations Office for Central Africa (UNOCA)
Pont de Gue-Gue, near Social and Economic Center
Libreville, Gabon

"UNGSC/S/UNOCA/002/2017"
!!!!!!!!!! TENDER - DO NOT OPEN !!!!!!!!!!

6.2 The original certified bank check in the amount of 10% of the total offer shall be submitted in USD or XAF only in a sealed envelope the outside of which must be marked with the following reference number: " UNGSC/S/UNOCA/002/2017". It shall also be

delivered to the Chief Mission Support as per 6.1 above.

6.3 The bid and the certified back check must be received by the closing date.

6.4 Bids received after the closing date and time; sent by e-mail; incorrectly marked and/or addressed will be **REJECTED**.

7. CONTRACT AWARD

7.1 The award of a lot will be based on the highest price submitted in respect of each specific lot.

7.2 This ITB contains no contractual offer of any kind. Any bid submitted will be regarded as an offer by the bidder to UNGSC.

7.3 Upon acceptance of the offer(s), the UNGSC will issue a Notice of Sale to the successful bidder(s) for the awarded surplus assets. The successful bidder will be provided at this time with all the information required to remit the total bid price, less the deposit paid, in USD or XAF via wire transfer or deposit to UNOCA bank account.

7.4 Contemporaneously with notification of an award to the bidder, the UNGSC will submit notification of the Sale, for advance information purposes only, to the Gabonese Customs Authorities, detailing the Lot(s) sold and the name of the bidder.

7.5 The successful bidder must ensure that they address all environmental and other requirements to facilitate the removal and disposition of the goods.

8. PAYMENT TERMS

8.1 The bidder acknowledges that:

(a) Upon receipt of the Notice of Sale, the bidder shall ensure that the purchase price submitted in the successful bid is paid in full, less the deposit paid, by bank transfer or deposit in XAF or USD to UNOCA's bank account. The banking information will be provided with the Notice of Sale.

(b) The wire transfer or deposit must be initiated by the successful bidder **no more than 7 calendar days** from the date of the Notice of Sale to allow sufficient time for the confirmation of payment receipt to be provided by UNOCA's bank.

(c) The successful bidder must provide the UNOCA Finance Section (Cashier's Office) **with a certification** obtained from the Libreville's Customs Office. Upon receipt of customs-clearance, and prior to materials' collection, UNOCA Finance Section must be provided with one copy of the following documents:

- i. For exportation outside Gabon, copy of the related form for the exporter;
- ii. Customs duties payment receipt of other country destination if the material will

be declared in outside Gabon relating either to the duties/taxes payment or to the transfer of the material to other destination.

(d) Only upon confirmation that the payment has been received by UNOCA's bank and the necessary certification indicated in para. 8.1 (c) above, the UNOCA Finance Section will endorse the Notice of Sale which will then become the Payment Receipt/Bill of Sale and is required to remove any surplus assets from the premises.

(e) In the event that the bidder does not make payment of the balance of the purchase price in full and provide the certification referred to in para. 8.1. (c) above, within 30 calendar days of the date of the Notice of Sale, the bidder will forfeit the deposit and the Sale will be terminated at the complete discretion of UNGSC.

9. TRANSFER OF OWNERSHIP

The bidder acknowledges that upon receipt of the payment in full and completion of the customs clearances and issuance of the Payment Receipt/Bill of Sale by the UNOCA Finance Section, title to the assets passes to the bidder, and all handling, risk of loss or damage to the assets, final customs clearance and transportation thereafter shall be at the sole risk, expense and responsibility of the bidder.

10. REMOVAL OF THE ASSETS

10.1 The successful bidder acknowledges that:

(a) It will provide the UNOCA with no less than a **48 hour advance written notification** requesting approval to enter the UNOCA premises to pick up the goods;

(b) It is responsible for payment of any customs duties or taxes to the Gabonese Customs Authorities and any other customs authorities, and submitting proof of this, or an exemption certificate, to the UNOCA Finance Section at the time it makes full payment of the purchase price, provided however that if the successful bidder is a foreign entity and is not liable for payment of Gabonese taxes/duties, it shall submit a copy of the export permit from the Gabonese Customs, to the UNOCA Finance Section;

(c) It shall use its best endeavours to expedite Gabonese customs clearance/payment of taxes, and acknowledges that the surplus assets cannot be released for removal from the UNOCA Site until customs/tax formalities are completed and documentary evidence submitted to the UNOCA Finance Section;

(d) It shall ensure that the surplus assets are removed from the UNOCA's Site promptly after the issuance of the Notice of Sale by UNGSC, and **no later than 28 February 2018**. Failing this, the UNGSC shall have the option to **cancel the Sale of the items thereby regain ownership of the goods or have the goods removed to a storage Site at the full expense and liability of the bidder. In addition, the UNGSC reserves the right to**

retain the original deposit for those items sold to cover administrative expenses and to return to the successful bidder the balance.

(e) It is responsible for obtaining all necessary licenses and permission to export the surplus assets, as may be required, and address any environmental or other laws and regulations;

(f) If requested by the successful bidder, UNGSC may undertake to load the purchased surplus assets onto the bidders' truck for removal, however, this will be done at no liability to the UNGSC and all risks of damage to the goods, other property, transport vehicle etc. will be borne and compensated by the successful bidder.

(g) The assets shall be removed from the Storage Site without damage to the surrounding property, including buildings, and the bidder shall be liable to reimburse UNOCA for any damage sustained as the result of removal of assets that it has purchased.

(h) It is responsible for collecting the Lots at its own expenses.

11. REPRESENTATIONS

The bidder acknowledges that in entering into a contract with UNGSC, it does not rely on any representations or statements that may have been made by UNGSC or its servants or agents, and any such representations are hereby excluded. No claim will be considered for allowance of adjustment on the Sale based upon failure of assets or equipment to conform with any expressed or implied representation.

12. OFFICIALS NOT TO BENEFIT

The bidder warrants that no official of the United Nations/UNGSC has been or shall be admitted by the bidder to any direct or indirect benefit arising from this contract of sale. The bidder agrees that breach of this provision is a breach of an essential term of the contract of sale.

13. ARBITRATION


Any dispute, controversy or claim arising out of, or relating to this ITB and any subsequent contract, or the breach, termination or invalidity thereof, may, unless it is settled amicably by direct negotiations, be referred to by either party to arbitration in accordance with the UNCITRAL Arbitration Rules. Such arbitration shall be conducted under the auspices of the International Chamber of Commerce (ICC) which shall also serve as the Appointing Authority under the Rules. The parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute, controversy or claim.

14. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this ITB and any subsequent contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations/UNGSC.

15. INSOLVENCY

Prior to payment of the purchase price, should the bidder become insolvent or should the control of the bidder change by virtue of insolvency, the United Nations/UNGSC may, without prejudice to any other rights or remedies, terminate any contract entered into with the bidder, by giving the bidder written notice of termination.


Sharon Y. Cornelius
Chief Procurement Officer
UNGSC, Brindisi, Italy

**Invitation to Bid - Sale No. UNGSC/S/UNOCA/002/2017****ANNEX A****LIST OF ASSETS AND BID FORM**

Dear Madam/Sir,

Having examined the Invitation to Bid (ITB) no. UNGSC/S/UNOCA/002/2017, the Terms and Conditions of which are hereby duly accepted in all their parts, we, the undersigned, offer to purchase for the sum(s) respectively for the Lot(s) as may be ascertained in accordance with the Price Schedule below and made part of this Bid.

We undertake, if our Bid is accepted, to comply with all Term and Conditions of the ITB and to complete the collection of assets within the time frame stipulated.

We agree to abide by this Bid for a period of **60 days** from the closing date fixed for this Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that UNGSC is not bound to accept any Bid it may have received.

Name of the Bidder:						Currency:
LOT #	BRIEF DESCRIPTION	QTY	UNIT OF MEASURE	Make	Condition	LOT BID PRICE
1	NISSAN PATROL 4x4 DIESEL	1	EACH	Nissan (2006)	Good and in working condition	

TO BE COMPLETED BY THE BIDDER:

1. TOTAL NUMBER OF LOTS THAT ARE BID ON: _____

2. TOTAL BID PRICE OF ALL LOTS: _____

3. AMOUNT OF CHEQUE SUBMITTED WITH THE BID (10%): _____

4. CHEQUE RETURN INSTRUCTIONS:

a. Pick-up:

b. By Mail to:

c. By Courier at the Bidder's Expense

5. NAME AND CONTACT DETAILS OF BIDDER'S AUTHORIZED REPRESENTATIVE:

a. Name: _____

b. Address: _____

c. Email: _____

d. Phone: _____

e. Fax _____

f. Signature: _____

THIS ANNEX MUST BE RETURNED WITH THE BID

UNITED NATIONS



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**INVITATION TO BID – Sale No. UNGSC/S/UNOCA/002/2017
SALE OF SURPLUS ASSETS**

ANNEX B

LETTER OF INTENTION TO ATTEND THE SITE VISIT

Having examined the Invitation to Bid (ITB) no. UNGSC/S/UNOCA/002/2017, we, undersigned, hereby confirm that we:

☐ INTEND

☐ DO NOT INTEND

to send a maximum of two (2) authorized representatives **to attend the Site Visit** that will be held **at UNOCA** on the **22 December 2017** commencing **at 9:30 hrs Gabon Time**, with the purpose of **submitting a bid** to the UNGSC by the **deadline** date and time of **4 January 2018, 15:00 hrs Gabon Time**. The authorized representatives are the following:

1. Name:

Nationality:

Passport/ID Number:

2. Name:

Nationality:

Passport/ID Number:

Name and Address of Bidder: _____

Telephone Number: _____ Fax Number: _____

Signature: _____ Name and Title: _____

Return this Annex B on or **before 20 December 2017** with a copy of **attendee(s) ID/Passport** via email to UNLB-Procurement@un.org or via facsimile transmission to fax No. +241 01444730.

