



Food and Agriculture Organization of the United Nations
FAO Representation in Samoa

INVITATION TO BID

For procurement of

NURSERY CONSTRUCTION MATERIALS AND COMPOSTING SUPPLIES
Destination: TUVALU

Invitation to Bid/Tender No: TENDER NO 23

Date of issuance: *15/11/2019*

Date of closing: *27/11/2019*

at 5:00pm Samoa time

TO ENSURE THE VALIDITY OF YOUR OFFER
your bid must be submitted as follows:



TO ENSURE THE VALIDITY OF YOUR OFFER:

- **Your company shall be registered on UNGM (www.ungm.org);**
- **Your bid must be submitted as indicated in Article 12 of the ITB Special Requirements and Conditions.**

Please note that submissions by e-mail or fax are not allowed.

Further instructions on how to access FAO tender documents and submitting your bid through UNGM are attached herewith and uploaded on your UNGM Tender Management page under the “View Synopsis” button of the “Tender” tab.



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The Food and Agriculture Organization of the United Nations (FAO) is a specialized agency of the United Nations with more than 190 member countries. Since its inception, FAO has worked to improve nutrition, increase agricultural productivity, raise the standard of living in rural populations and contribute to global economic growth. Achieving food security for all is at the heart of FAO's efforts – to make sure people have regular access to enough high-quality food to lead active, healthy lives.

To achieve its goals, FAO cooperates with thousands of partners worldwide, from farmers' groups to traders, from non-governmental organizations to other UN agencies, from development banks to agribusiness firms (further and more detailed information on FAO can be found on the internet site: <http://www.fao.org>).

FAO herewith invites you to submit a **Sealed Bid in United States Dollars (US\$)**¹ or local currency for:

Item	Quantities	Technical Specifications	Delivery Location	Delivery Time
<i>Nursery Construction Materials and Composting Supplies</i>	See Appendix 1	As per technical specifications attached in Appendix 1	<i>Tuvalu</i>	4 weeks after receipt of FAO Purchase Order – immediate delivery needed

In preparing your bid, you should take into account the international status and humanitarian goals of FAO by submitting your best commercial terms. You should also be aware that FAO enjoys certain privileges and immunities which include exemption from payment of Value Added Tax ("VAT"), customs duties and importation restrictions.

Your Bid shall be based on all requirements included in this Invitation to Bid including:

Appendix 1 – Technical Specifications and Compliance Format

Appendix 2 – Seed History Tracking Format

Appendix 3 – Distribution Plan

Appendix 4 – Financial Offer

¹ If the quote is in a different currency than specified here, FAO will convert prices for the commercial evaluation to the requested currency using the official UN exchange rate corresponding to the date of the offer.



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Appendix 5 - Bid Submission Letter

Appendix 6 - FAO General Terms and Conditions for Goods

and must adhere to the following General Bid Requirements and the Special Requirements and Conditions specified:

General Bid Requirements:

1. **Contact information:** Full name, address, fax and telephone numbers of your company and contact persons.
2. Supplier's acceptance of the "**FAO General Terms and Conditions for Goods**" (enclosed, Appendix IV). Note that FAO cannot issue a Purchase Order in the absence of a Supplier's acceptance of these Terms and Conditions.
3. **Payment Terms:** FAO effects payment through normal banking channels, within 30 days against invoice and shipping documents, and subject to receipt of satisfactory inspection report, if required, and acceptance of goods. FAO will, however, pay only for the goods actually accepted at final destination after inspection at unloading point(s) either by an independent inspection company or by an authorized FAO official and deduction of actual and/or liquidated damages for late delivery and/or quality deviations, if any. Letters of credit and advance payments cannot be provided.
4. Please note that the Organization will make payment to the bank account indicated by the selected supplier in its invoice, providing that the bank account is in the name of the supplier and located in the country of residence of the supplier. Any request for payment to a bank account other than that of the supplier or to a bank other than one located in the supplier's country of residence must be specified in the offer, together with the reasons for such deviation from standard payment terms; the Organization will not be in a position to consider the request should this information be provided after the closing date of the tender. Successful bidders can register to submit invoices in PDF format via e-mail by contacting AP-Invoices@fao.org.
5. **Acceptance of FAO's Bid Requirements including Technical Specifications (Appendix III).** If your bid is not compliant with any of these requirements, such non-compliance must be clearly identified in your offer (and details provided in Appendix III: Bid Submission Letter). If no mention to this effect is contained in your offer, FAO will assume that all requirements included in this Invitation to Bid are accepted by the supplier. Suppliers must in any case complete the technical specifications form.
6. **Insurance and Freight Costs:** To be arranged by supplier. The supplier will determine the appropriate type and amount of insurance coverage to address its risks up to delivery at final destination. FAO will pay only for the goods actually accepted at final destination after inspection at unloading point(s) and deduction of actual damages and/or liquidated damages for late delivery and/or quality deviations, if any.
7. **Prices:** Your unit prices, air/land/surface freight charges, insurance cost and total price shall be quoted separately for delivery to the destination(s) specified above on **DAT** basis in accordance with Incoterms 2010. FAO will pay only for the goods actually accepted at final destination after inspection at unloading point(s) and deduction of actual damages and/or liquidated damages for late delivery and/or quality deviations, if any.
8. **Delivery time:** The preferred delivery date/time for goods on site is **4 weeks** after receipt of FAO Purchase order – **immediate delivery**. FAO will endeavor to issue Purchase Orders with a minimum delivery lead-time. Suppliers are therefore requested to quote their best delivery time in calendar days/weeks following receipt of eventual Purchase Order; as necessary, a schedule of delivery times and associated prices may be offered (e.g. later delivery time at a lower cost). FAO reserves the right to consider offers for delivery beyond the preferred delivery date if the offered delivery date still meets FAO requirements.
9. **PO Terms:** Depending on the Incoterm basis on which FAO decides to procure the goods (DAT or DAP), the relevant contract (Purchase Order) will also be in compliance with those Incoterms.
10. **Validity:** Bids must remain valid with firm and fixed prices **for 60 days** after Tender Closing Date.
11. **Country of Origin:** The origin of the goods is to be indicated by the supplier.



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12. Sanctionable Actions:

(a) The Supplier agrees to refrain from engaging in Sanctionable Actions, which are defined as follows:

- "Corrupt practice" or "corruption" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value whether tangible or intangible to improperly influence the actions of another party;
- "Fraudulent practice" or "fraud" means any act or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial and/or other benefit and/or to avoid an obligation;
- "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- "Unethical practice" is any act or omission contrary to the conflict of interest, gifts and hospitality or post-employment FAO policy (see <http://www.fao.org/unfao/procurement/codeconduitethique/en/>), as well as any provisions or other published requirements of doing business with the Organization, including the UN Supplier Code of Conduct (http://www.un.org/depts/ptd/pdf/conduct_english.pdf); and
- "Obstructive practice" is an act or omission by a Third Party that may prevent or hinder the work of the Investigation Unit of the FAO Office of the Inspector General.

(b) If FAO determines that a bidder or supplier has engaged in a Sanctionable Action, FAO will impose sanctions in accordance with the prevailing Sanctions Procedures: http://www.fao.org/fileadmin/user_upload/procurement/docs/FAO_Vendors_Sanctions_Policy_-_Procedures.pdf. In addition, FAO may share information on sanctioned vendors with other Intergovernmental or UN Organizations.

(c) FAO may reject an offer for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in a Sanctionable Action in competing for the contract in question.

13. Disclosure of Sanctions or Temporary Suspension: The Bidder and its affiliates, agents and subcontractors should not be suspended, debarred, or otherwise identified as ineligible by any Intergovernmental or UN Organization, including any organization within the World Bank Group or any other multi-lateral development bank, or by the institutions and bodies of economic integration organizations (e.g., the European Union). You are therefore required to disclose to FAO whether your company, or any of its affiliates, agents or subcontractors is subject to any sanction or temporary suspension imposed by any such organization or National Authority at any time during the three years prior to this Contract or at any time throughout the execution of this Contract. You acknowledge that a breach of this provision will entitle FAO to terminate its Contract with your firm and that material misrepresentations on your status constitute a fraudulent practice.

14. UN Security Council Sanctions: The Bidder must certify that it is not associated, directly or indirectly, with entities or individuals (i) that are associated with terrorism, as in the list maintained by the Security Council Committee established pursuant to its Resolutions 1267 (1999) and 1989 (2011), or (ii) that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council. Selected bidders also agree to undertake all reasonable efforts to ensure that none of the funds received from FAO under the awarded contract are used to provide support to individuals or entities associated with terrorism or that are the subject of Security Council sanctions. This provision must be included in any subcontracts, sub-agreements or assignments entered into



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under the awarded contract. The bidder acknowledges and agrees that this provision is an essential term of the awarded contract and any breach of these obligations and warranties shall entitle FAO to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any liability of any kind of FAO.

Special Requirements and Conditions:

1. FAO reserves the right at its discretion to cancel this solicitation process if and when deemed necessary without any obligation to bidders; vendors will be informed accordingly.
2. FAO reserves the right to adjust the required quantities and to make **partial awards** if deemed necessary and/or appropriate.
3. **Partial offers of requested lots, if applicable, are NOT acceptable. However, partial offers are acceptable if goods are not requested to be delivered in lots and especially in case large quantities are requested with short delivery time.**
4. Arithmetical errors and discrepancies on the Financial Offer:
 - 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 will prevail and the total price will be corrected, unless in the opinion of evaluators, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected.
 - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals will prevail and the total will be corrected.
 - In case of discrepancy between a word and figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures will prevail subject to the note above.
5. Samples: If samples of goods are required as part of the evaluation, as specified in the Technical Specifications (Appendix 1), such samples are to be provided free of charge and are usually not returnable.
6. Inspection: In the event of a purchase order, Inspection on quantity, compliance with technical specifications (quality), packing and marking may be arranged at loading/unloading by an independent superintending agency at FAO expense.
7. Liquidated/Actual Damages: At FAO's discretion, damages may be applied to payments to be made in connection with any order as follows:
 - Inferior Quality: FAO, at its sole discretion, reserves the right to either reject any delivery that does not comply with the technical specifications or to accept such delivery and apply actual or liquidated damages to be determined by FAO;
 - Late Delivery: In the event of late delivery, liquidated damages will be applied at a rate of 2.5% of the value of the goods per week of delay. The liquidated damages applied for late delivery will not exceed 10% of the total order value.
8. Bidders are requested to complete FAO's "TECHNICAL SPECIFICATIONS AND COMPLIANCE FORMAT" (Appendix I) and submit it as an essential element of the offer.
9. **Right to Publish Contract Award:** In responding to our tender invitation and accepting the FAO General Terms and Conditions you hereby authorize FAO to publish the details of any contractual relationship it enters into with you, including, but not limited to, the supplier's name and address, value of the award and a description of the goods or services.
10. FAO supports and promotes the UN Global Compact -- "a strategic policy initiative for businesses that are committed to aligning their operations and strategies with ten universally accepted principles in the areas of human rights, labour, environment and anti-corruption". FAO encourages all of its suppliers to confirm their adherence to the principles of the Global Compact (<http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>) through registration with United Nations Global Marketplace at <https://www.ungm.org/>. All Vendors must agree to abide by the UN Supplier Code of Conduct located at http://www.un.org/depts/ptd/pdf/conduct_english.pdf.



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11. Bids must clearly indicate the tender number, have numbered pages and include the stamp and name of the bidder on all pages in order to facilitate verification of the completeness of the offer.
12. SUBMISSION OF YOUR BID

The registration with UNGM (<https://www.ungm.org/Vendor/Registration>) is a mandatory requirement in order to participate in this tender. Please visit www.ungm.org for more information on how to register your company in UNGM.

Further instructions on how to access FAO tender documents and submitting your bid through UNGM are attached herewith and uploaded on your UNGM Tender Management page under the “View Synopsis” button of the “Tender” tab.

In case you have issues concerning UNGM system navigation and functionality please contact: support@in-tend.com, referencing the exact FAO ITB number.

a. Uploading your bid on UNGM

Please login and upload all the documents requested in *Appendix I-Technical Specifications* and *Appendix II-Financial Offer* in the designated Placeholders (i.e. technical, commercial) in the UNGM portal and within the indicated deadline.

It is the exclusive responsibility of the bidders to ensure that the files are uploaded before the tender deadline. The system will reject any offer received after the deadline.

Please follow the instructions below to upload the electronic files in the UNGM E-tendering system:

- i. **Log in the UNGM website** with your e-mail and password;
- ii. Click on MY TENDERS (from the list on the left your screen);
- iii. Search the tender you are interested in
- iv. Click on VIEW DOCUMENTS (the green button on the left of the specific tender notice you are interested in);
- v. Click on the INVITATION TO BID tab of the tender notice and scroll down to view and download the tender documents;
- vi. **Click on the “OPT IN” button;**
- vii. To upload all the files in the designated, click on the relevant “UPLOAD DOCUMENT” red button under the “MY TENDER RETURN”.

NOTE: It is highly recommended that the size of the files does not exceed 5MB.



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IMPORTANT: Once all files are uploaded, please remember to click on the red button “SUBMIT MY RETURN” to send your offer. If the submission is properly completed, you will be able to view and download a receipt under the “HISTORY” tab.

SUBMISSIONS BY E-MAIL OR FAX ARE NOT ALLOWED.

b. COMMUNICATING WITH FAO AND REQUESTING CLARIFICATIONS

All communications concerning this tender should mention: **TENDER No. 23 2019** and should be submitted as soon as possible through the UNGM portal under the “CORRESPONDENCE” tab.

Bidders are responsible for appropriately examining this tender. If the Bidder finds discrepancies in or omissions from the documents, or if their intent or meaning appear unclear or ambiguous, or if any other questions arise, the Bidder shall submit any request for clarification through the aforementioned “CORRESPONDENCE” tab.

In submitting a request for clarification, do not, under any circumstances, submit a copy of your offer or reveal any information about your intended quotation. This will invalidate your offer.

The deadline for submitting requests for clarification is 6 days before the tender closing date.

c. FAO’s REPLIES TO BIDDERS’ REQUESTS FOR CLARIFICATION

Responses to clarification enquiries will be issued by FAO through the UNGM portal simultaneously to all bidders.

The system will send automatic e-mail notifications to all bidders every time a clarification, or any other change to the tender notice, is made.

All FAO’s replies to bidders’ questions will be uploaded in the “CLARIFICATIONS” tab of your Tender Management page and made available to all bidders. Please ensure to read all the clarifications as they become part of the specifications.



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d. MODIFICATION OR WITHDRAWAL OF OFFER

A bidder may, without prejudice, modify or withdraw an offer before the deadline with the “MODIFY RETURN” function. No offer may be modified after the deadline for submission.

e. NO BID NOTICE

In the event that your company is not interested to participate to this tender, the Organization would appreciate your feedback. In this case, you are kindly requested to click on the “OPT OUT” button displayed on your UNGM Tender Management page and to type one or more of the following reason(s) for non-participation:

- *Requirements are outside our normal activities;*
- *Insufficient time was provided to prepare a bid;*
- *Present lack of resources to undertake more work;*
- *Other (please specify briefly).*

13. Evaluation and Award Procedure:

The award will be on the basis of:

- **Compliance with the technical specifications – clear and complete information must be supplied as per Appendixes I of this document;**
- **Compliance with the commercial requirements - clear and complete information must be provided.**
- **Acceptance of FAO General Terms**

Bidder Protests: Fairness and transparency are fundamental principles for FAO procurement activities. Bidders who believe that the procurement process was not fair and transparent may request feedback from the office that issued the tender. If a satisfactory response is not received, the bidder may present a protest following the instructions detailed in the following link:

<http://www.fao.org/unfao/procurement/codedeconduitethique/protests/en/>.

To report allegations of fraud or misconduct in the procurement process, bidders may submit information, also anonymously, to the Office of the Inspector General Hotline: <http://www.fao.org/aud/69204/en/>.

Regards,

Afega Mulivai
Procurement Support



Appendix 1: TECHNICAL SPECIFICATIONS
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VENDORS MUST INDICATE COMPLIANCE OF THE GOODS OFFERED WITH THE FOLLOWING TECHNICAL SPECIFICATIONS.

General information

a. Requirements by FAO

<i>Description</i>		<i>Quantity</i>
1. Iron roofing clear plastic	Length 18 ft	10
2. Galvanised pipes	30mm size	16
3. Flat bar (mud steal) plate	100mm x 6mm	10
4. Mesh wires	4.8m x 2.4m	14
5. Cements	normal 40 kg bags	50
6. Nails	(6", 4" and 3") cartons	3
7. Roofing nails	3 inches carton	1
8. Tie wire	roll	1
9. Bolts and nuts	(6" sizes) carton	300
10. 2x4x20ft Timber		12
11. 2x2x20ft Timber		12
12. 1x6x20ft Timber		12
13. Cutters need	(2.9 mtr)	3
14. Down pipes	100mm size)	1
15. Shade cloth	70 percent UV protection, 100mm size , 50 meter length x 6 meter width roll	1
b. Tools and supplies		
1. Potting plastic bags	Sizes: PB ¾(.45l) 64 mm x 64mm x 150mm 80mu 1000 bags PB 2(1.2l) 90mm x 90mm x 200mm 80mu x 1000 bags PB 3(1.7l) (100mm x 100mm x 200mm	3,000



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	80mu) x 1000bags	
2. Potting mix (black magic)	25 or 40 kg bags	50
3. Seed raising trays	50 cell seedlings plug tray (16cc plug size)	90
4. Watering cans	plastic water cans (3 liter)	6
5. Wheel barrow	Heavy metal galvanized wheel barrow min tray capacity 90 liter maximum tray depth 220mm overall height 500-600mm tray length 840-900mm tray width 600-650mm loading capacity min 150 –max 200kg weight 12-20kg frame and handles steel tubular mild carbon steel diameter min 40mm thickness 1.8mm tray mild steel thickness min 0.7mm	2
6. Transplanting hand trowel shovel	Steel blade painted against corrosion Size blade approx. 55mm wide 160mm long Handle hardwood approx. 150mm long smooth finish and vanish Handle fixing tang and ferrule Weigh approx. 0.15kg Blade curved sharpened edge Free from cracks other defects Head resistant carbon steel	4
7. Garden hoses and accessories	30 meter long	2
8. Tree planting spades	Blade and socket made from one piece of steel free from cracks and defects Handle hardwood specific gravity 0.66 to 0.68 after seasoning no more than 20% moisture	5



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	content Handle D shade vanished or painted Length approx. 700mm / diameter approx. 40mm Blade vanished or painted avoid corrosion	
c. Composting		
1. Composting unit	compost barrels (160liter – 280liter) capacity	4
Description	Quantity	Quantity
Water tank (5000ltr)	Heavy duty plastic water tank Capacity 5000liter Diameter 1500-1800mm Top hold diameter 400-500mm Height 1100-1200mm Top hole fitted with a cover Bottom outlet fitted a tap(I inch) Tank body to be industrial strength medium density polyethylene 100% virgin / ultra violet and heat resistant	2
Shredder/chipper	(Model SC3265 ECHO 3 inch 265cc)	2
Bio-Digester equipment and supplies	Bio digester 2 cubic meter capacity	4
Delivery to Tuvalu	Please quote freight charges to Tuvalu	

* If the quote is in a different currency than specified here, FAO will convert prices for the commercial evaluation to the requested currency using the official UN exchange rate corresponding to the date of the offer.

NOTE regarding arithmetical errors and discrepancies:

- 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 will prevail and the total price will be corrected, unless in the opinion of evaluators, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals will prevail and the total will be corrected.



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In case of discrepancy between a word and figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures will prevail subject to the note above.



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