

Invitation to Bid (ITB)
ITB-2012-22
For
FOOD ITEMS: Dried Tuna, Spaghetti Pasta and Rice

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1. INTRODUCTION

UNAIDS, the Joint United Nations Programme on HIV/AIDS, is an innovative joint venture of the United Nations system, bringing together the efforts and resources of ten UN system organizations in the AIDS response to help the world prevent new HIV infections, care for people living with HIV, and mitigate the impact of the epidemic.

For further information on UNAIDS, please refer to the UNAIDS web site at www.unaids.org.

UNAIDS is an organization that is dependent on the budgetary and extra-budgetary contribution it receives for the implementation of its activities. Bidders are therefore requested to propose the best and most cost effective solution to meet UNAIDS requirements, while ensuring a high level of service.

2. ITB DETAILS

The purpose of this ITB is to **procure cans of packed Dried Tuna fish, Spaghetti Pasta and Basmati or Basmati-type Rice.**

This specification is issued so that UNAIDS may obtain financial offers based on specifications detailed below.

Bidders can submit their offers only for the lots they wish, UNAIDS may select different supplier for each lot, however each lot should be offered in full.

Only bidders commercially registered in Eritrea are eligible for bidding.

Lot 1: 2,500 (two thousand five hundred) cans of Dried Tuna

Specifications:

- Individual cans must have a net weight of 130 gr. to 160 gr.
- Tuna must be provided in slices and salted for human consumption
- Packing for delivery must be in carton boxes not exceeding 48 Pcs each
- Expiration date not earlier than October 2014
- Production date not before than October 2011.
- Expiration date must be clearly specified in each individual can.
- Individual cans must have no special labelling other than that commercially available.
- Different lot numbers must be easily identifiable on the cans and recorded on delivery.
- Individual cans must not be externally damaged in any way including its label.

Lot 2: 2,200 (two thousand two hundred) packets of Spaghetti Pasta

Specifications:

- Individual packets must have a net weight of 500 gr.
- Spaghetti without added ingredients such as spinach, tomatoes, etc..
- Semolina based Spaghetti. Corn, rice, quinoa, spelt, or kamut based are not acceptable.
- Packing for delivery must be in carton boxes
- Expiration date not earlier than October 2014
- Production date not before October 2011

- Expiration date must be clearly specified in each package.
- Individual packages must have no special labelling other than that commercially available.
- Different lot numbers must be easily identifiable on the packets and recorded on delivery.
- Individual packets must not be externally damaged in any way, completely sealed and without signs of humidity.

Lot 3: 100 (one hundred) bags of Basmati or Basmati-type Rice

Specification

- Individual bags of 10 kg.
- Long white rice with origin recorded
- Bags completely sealed
- Individual Bags must have no special labelling other than that commercially available.
- Bags packed not before October 2011.
- Individual bags must not be externally damaged in any way including its label.
- Warranty of rice free of damage or plagues at delivery and for 90 days after delivery.

Packing, Shipment and Delivery:

All items above are for delivery at a unique address in Asmara in a single shipment per lot. Packing, shipping and Delivery must be included in the offer.

Delivery is required maximum 10 working days after placing the order. UNAIDS is planning to award the Purchase Order around the second week of December..

3. RESPONSE FROM BIDDER

3.1 Bidding process

Intention to Bid:

No need to declare your intention to bid.

Final Proposal:

The Proposal must be sent using the provided template in a **sealed envelope** by hand, courier or regular mail in English to the following address:

**UNAIDS
UN Compound
Reference: ITB-2012-22
Asmara, Eritrea**

Proposals must be received no later than 05-Dec-2012 at 17:00 hours.

Late submissions will not be accepted.

The Proposal prepared by the bidder, and all correspondence and documents relating to the Proposal exchanged by the bidder and UNAIDS shall be written in the English language.

The bidder shall bear all costs associated with the preparation and submission of the Proposal including but not limited to the possible cost of discussing the proposal with UNAIDS, negotiating a contract and any related travel.

UNAIDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

Proposals must be for the total requirement. Proposals offering only part of the requirement may be rejected. The bidder is expected to examine all instructions, forms, terms and specifications contained in this ITB. Failure to comply with these instructions, forms, terms and specifications, will be at the bidder's risk and may affect the evaluation of the Proposal.

No Proposal may be modified after the closing date for submission of Proposals, unless UNAIDS has issued an amendment to the ITB allowing such modifications.

UNAIDS may, at its discretion, extend the deadline for the submission of proposals or revise the terms of reference, by issuing a modification to this solicitation.

UNAIDS may award one or more contracts resulting from this ITB to the responsible bidders(s) whose proposal(s) conforming to this ITB offers the greatest value in terms of the selection criteria. UNAIDS may (a) reject any or all proposals, (b) accept other than the lowest cost proposal, (c) accept more than one proposal, (d) accept an alternate proposal, and/or (e) waive informalities and minor irregularities in proposals received.

UNAIDS may award one or more contracts on the basis of initial proposals received, without discussions or negotiations. Therefore, each initial proposal should contain the bidder's best terms from a cost and technical standpoint.

Bidders are requested to hold their proposal valid for 90 days from the deadline for submission. UNAIDS will make its best effort to select a firm/institution within this period. In exceptional circumstances, UNAIDS may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its Proposal

This document and any annexes shall not be construed as a contract or a commitment of any kind. This request for quote in no way obligates UNAIDS to award a contract, nor does it commit UNAIDS to pay any cost incurred in the preparation of the proposal.

Inquiries:

A prospective bidder requiring any clarification on technical or contractual matters may notify UNAIDS at the following address no later than **28/Nov/2012**.

Queries by hand or postal mail:

- UNAIDS, UN Compound in a sealed envelope
- Envelope Marked as: ITB-2012-22 Questions

Queries by email:

- Email for submissions of all queries: Bids@unaids.org,
- Subject: ITB-2012-22 Questions

UNAIDS will respond in writing to any request for clarification of the ITB that it receives prior to the date above through a consolidated document of UNAIDS's response to all questions (including an explanation of the query but without identifying the source of enquiry) which will

be posted in UNAIDS website and will be sent to all prospective bidders who have received the ITB or have expressed interest in participating.

UNAIDS may - at its sole discretion - invite selected bidders to make a presentation to or discuss aspects of their proposal with UNAIDS. There shall be no individual presentation by or meeting with bidders until after the closing date. There should be no contact with UNAIDS officials concerning the ITB process for the project, from the date of issue of this ITB to the final selection, (other than through the above-mentioned submission of queries and/or through a possible presentation or meeting called for by UNAIDS).

UNAIDS may, at any time before or after the closing date, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the ITB by written amendment. Amendments could inter alia include modification of project scope or requirements, or project timeline expectations.

All prospective bidders that have received the ITB and those that announce their intention to bid will be notified in writing of all amendments to the ITB and will, where applicable, be invited to amend their proposal accordingly.

3.2 Selection criteria

UNAIDS attaches particular importance to the following criteria:

- Compliance with requirements specified in section 2. All specifications must be met.
- Pricing conditions

UNAIDS will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order

Please note that UNAIDS may use information other than that provided by the bidder in its evaluation, including, but not limited to, experience gained in other UN organizations. UNAIDS is not obliged to disclose such information to bidders.

Please note that UNAIDS is not bound to select any of the firms / institutions submitting proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to UNAIDS's general principles, including economy and efficiency. UNAIDS does not bind itself in any way to select the firm / institution offering the lowest price. Also see sections below.

UNAIDS reserves the right to

- Award the Contract to a Vendor of its choice, even if its bid is not the lowest
- Award separate Contracts for parts of the work, components or items, to one or more Vendors of its choice, even if their bids are not the lowest
- Accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidders and without any obligation to inform the affected bidder or bidders of the grounds for UNAIDS's action.
- Award the Contract on the basis of the Organization's particular objectives
- Not award any Contract at all

UNAIDS also reserves the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation of the terms of the Proposal(s), the price quoted in such Proposal(s) and/or the deletion of certain parts of the work, components or items called for under this ITB.

UNAIDS has the right to eliminate bids for technical or other reasons throughout the evaluation process. There is no obligation by UNAIDS to reveal, or discuss with any Vendor, how a Proposal was assessed, or to provide any other information relative to the evaluation process or to state the reasons for elimination to the bidder.

UNAIDS reserves the right at the time of award of contract to modify the scope of services and goods specified in the ITB without any change in base requirements.

NOTE: UNAIDS is **acting in good faith** by issuing this ITB. However, this document does not obligate UNAIDS to contract for the supply of any products or services.

3.3 Content of the proposal

The contents of the bidder's Proposal should include, but not necessarily be limited to, the following information listed below:

- a) Proposal Submission form completed and signed by an authorized signature.
- b) Full specification of the items offered.
- c) Copy of commercial registration in Eritrea
- d) One (1) sample of the item offered.

Information which the bidder considers confidential, if any, should be clearly marked confidential.

In order to facilitate the response analysis and evaluation tasks, the financial offer must be made on the format provided in ITB_ProposalSubmissionForm.

Please note the following with regards to your offer:

- UNAIDS will contract for a **fixed price only**.
- UNAIDS is exempt from paying VAT.
- The quote must cover all aspects of the costs, such as packing and shipping.

UNAIDS may, at its discretion, ask any bidder for clarification of any part of its Proposal to assist in the examination, evaluation and comparison of Proposals. The request for clarification and the response shall be in writing. The response shall be construed as an integral part of the original proposal.

4. UNAIDS TERMS AND CONDITIONS

The following general conditions shall apply to any eventual contract. No other deemed conditions shall apply. (WHO will issue the Purchase Order on behalf of UNAIDS)

1. ACKNOWLEDGEMENT COPY

Acceptance of a Purchase Order shall form a binding contract with the vendor signing and returning the acknowledgement copy or by the timely delivery of the goods specified. The contract between the parties is subject only to the terms and conditions detailed here below. Any contractual terms and conditions of the contractor, whether included in the offer, invoices or any other document, are hereby excluded. In the event this purchase order contains any provisions, which are contrary to the provisions of the contractor's offer, the provisions of this purchase order shall take precedence.

2. DELIVERY DATE

Delivery Date to be understood as the time the goods have to be available at the location indicated under Delivery Terms.

3. PAYMENT TERMS

(a) World Health Organization further referred to as WHO shall, on fulfilment of the Delivery Terms, unless otherwise specified in the Purchase Order, make payment within 30 days of receipt of the Vendor's invoice for the goods and copies of the customary shipping documents specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) Unless authorized by WHO, a separate invoice must be submitted in respect of each Purchase Order. Each invoice shall indicate the identification number of the corresponding Purchase Order.

(d) The prices shown in the Purchase Order may not be increased except by express written agreement of WHO.

(e) Inspection prior to shipment does not relieve the Vendor from his contractual obligations.

(f) WHO shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase order; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods.

4. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, as well as specialized agencies, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes WHO to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to WHO. Payment of such corrected invoiced amount shall constitute full payment by WHO. In the event any taxing authority refuses to recognize the exemption status from such taxes, the Vendor shall immediately consult with WHO to determine a mutually acceptable procedure.

5. EXPORT LICENCE

The contract is subject to the obtaining of any export licence or other governmental authorization which may be necessary. It will be the responsibility of the firm to obtain such licence or authorization, but the World Health Organization will do everything in its power to assist. In the event of refusal thereof, the contract will be annulled and all claims between the parties automatically waived. For export licence application and Exchange Control purposes, the source of funds or type of account from which payment for this order will be made is named overleaf.

6. RISK OF LOSS

Risk of loss, injury or destruction to the goods shall be borne by the Vendor until physical delivery of the goods has been completed in accordance with the Purchase Order.

7. FITNESS OF GOODS/PACKING

Vendor warrants that the goods, including adequate packaging, conform to the specifications and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Vendor by WHO, and are free from defects in workmanship and materials. The Vendor also warrants that the goods are contained or packaged adequately to protect the goods.

8. WARRANTY CLAUSE

The Vendor warrants that the use or supply by WHO of the goods offered for sale under the Purchase Order do not infringe any patent, trade

name, or trade mark. In addition, the Vendor shall pursuant to this warranty indemnify, defend and hold harmless WHO and the United Nations from any actions or claims brought against WHO or the United Nations pertaining to the alleged infringement of a patent, design, trade name or trade mark arising from the Purchase Order.

9. FORCE MAJEURE

Neither party to the contract shall be held responsible for delay in the fulfilment thereof due to force majeure, strikes, lock out, war, civil unrest, or other factors outside its control.

10. RIGHTS OF WHO

In case of failure by the Vendor to perform under the terms and conditions of the Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, WHO may, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights: *

(a) Procure all or part of the goods from other sources, in which event WHO may hold the Vendor responsible for any excess cost occasioned thereby.

(b) Refuse to accept delivery of all or part of the goods.

(c) Terminate the Purchase Order.

11. INDEMNIFICATION

The Vendor shall indemnify and save harmless WHO and the Government who receives the items referred to herein from and against all claims, damages, losses, costs and expenses arising out of any injury, sickness or death to persons or any loss of or damage to property, caused by the fault or negligence of the Vendor. WHO shall promptly give notice to the Vendor of any claims, damages, losses, costs and expenses and shall cooperate in a reasonable manner with the Vendor.

12. ASSIGNMENT AND INSOLVENCY

(a) The Vendor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Vendor's rights, claims or obligations under this Contract except with the prior written consent of the WHO.

(b) Should the Vendor be adjudged bankrupt, or be liquidated or become insolvent, or should the Vendor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Vendor, the WHO may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Vendor shall

immediately inform the WHO of the occurrence of any of the above events.

13. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE WHO

The Vendor shall not advertise or otherwise make public the fact that it is a Vendor with the WHO, nor shall the Vendor, in any manner whatsoever use the name, emblem or official seal of the WHO, or any abbreviation of the name of the WHO in connection with its business or otherwise.

14. ARBITRATION

Any controversy or claim arising out of or in connection with the Purchase Order or any breach hereof, shall unless it is settled by direct negotiation, be settled by the UNCITRAL Arbitration Rules as at present in force. The parties to the Contract shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such controversy or claim.

15. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.