

INVITATION TO BID

for

Procurement of

TRAIL CAMERAS

Tender Reference no: ITB 2018/02

Project: *TCP/GEO/3603*

Destination: *TBILISI, GEORGIA*

Date of issuance: *02.03.2018*

Closing date: *18.03.2018*

Submission Method:

Bids must be submitted on or before the closing date and time as follows:

- a. **(PREFERRED METHOD) By email to: FAO-DO-Tenders@fao.org**
- b. **If email submission is not possible, by fax to the following fax number: +39-06-92912406**
- c. **If email and fax submissions are not possible, in a sealed envelope to the FAO Representation**

INVITATION TO BID / FAO SEALED BID: ITB 2018/02
CLOSING DATE: 18.03.2018

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 **US Dollars** for:

Item	Quantity	Technical Specifications	Delivery location	Delivery time
<i>Trail Cameras</i>	Please see Appendix I	As per the technical specifications attached in Appendix I	Tbilisi, Georgia	<i>20 April, 2018</i>

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 I** – Technical Specifications and Compliance Format
- Appendix II** – Financial offer
- Appendix III** – Bid Submission Letter
- Appendix IV** – FAO General Terms and Conditions for Goods

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

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, provided 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 DAP 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:** Goods are to be delivered on site within 20 days of issuance of any Purchase Order. Suppliers are requested to quote their best delivery time in calendar days/weeks following receipt of eventual Purchase Order.
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.
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/codedeconductethique/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 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.
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 an 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. Bids received from uninvited companies will be rejected unless the uninvited bidder provides a statement on how the FAO invitation to bid was obtained. Such statement must be confirmed in writing by the originally invited company.
 11. 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>). 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.
 12. If your firm is not yet registered as a potential supplier with the Organization, you are kindly requested to register directly through the United Nations Global Marketplace (UNGM), www.ungm.org. Registration with UNGM is a prerequisite to being awarded a contract with FAO. If your firm is not registered, by submitting a bid you authorize FAO to register your firm in UNGM on your behalf.
 13. **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.**
 14. **Submission of your bid: Your bid must be submitted on or before the closing date and time as follows:**

- **EMAIL (PREFERRED METHOD):** to the following email address only: FAO-DO-Tenders@fao.org (no other email account should be copied in the Offer)

All Offer documentation must be attached directly to the email. Offers that contain links to documents residing on external websites will be considered invalid.

You will receive an automatic reply confirming receipt of the Offer. If you do not receive this confirmation, please check that you have sent your offer to the correct email.

Please ALWAYS include the Tender Number in the Subject line of the email; otherwise your offer may not be processed correctly.

- **FAX, if email submission is not possible, send to the following fax number:**

FAX NO.: +39-06-92912406

- **MAIL/HAND DELIVERY, if email submission is not possible, in a sealed envelope marked as follows:**

FAO Representation in *Georgia*

21a Irakli Abashidze, App # 7, 0179, Tbilisi, Georgia

CONFIDENTIAL

Not to be opened by Registry!

SEALED BID: ITB 2018/02

Attention Tornike Gogorishvili

CLOSING DATE: *18.03.2018*

COMPANY NAME: UN FAO representation in Georgia

BIDS RECEIVED ON ANY OTHER ADDRESS OR FAX NUMBERS OR BY ANY OTHER MEANS AND/OR BIDS RECEIVED AFTER THE CLOSING DATE WILL BE CONSIDERED INVALID.

15. Evaluation and Award Procedure:

The award will be on the basis of:

- **Compliance with the technical specifications;**
- **Compliance with the commercial requirements;**
- **Acceptance of FAO General Terms and Conditions;**
- **Price;**
- **Other Evaluation Criteria if required, as specified at the tender stage.**

FAO reserves the right to consider, and disqualify firms based on, documented prior poor performance, including but not limited to poor quality of goods or services provided, late delivery and unsatisfactory performance.

Any request for clarification regarding requirements contained in this Invitation to Bid shall be addressed to the undersigned and submitted by email to Tornike.gogorishvili@fao.org by Fax to Fax Number +99532006867 by mail or by hand immediately after receipt of this Invitation to Bid. 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.** Responses to bid clarifications, if any, will be provided to all companies that have been invited to bid.

In the event that your company will not be submitting a bid, FAO would appreciate your feedback with a brief explanation. In this case, you are kindly requested to fill in the “No Bid Notice” attached to this Invitation to Bid and fax or email it to FAO as indicated on the “No Bid Notice.”

Bidder Protests: Fairness and transparency are fundamental principles for FAO procurement activities. Bidders that 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,

Authorized Official Mamuka Mekshi
FAO, Georgia

A handwritten signature in blue ink, consisting of several loops and a long tail, positioned below the typed name.



FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

**Appendix 1 - Invitation to Bid No. 2018/02
Technical Specifications and Compliance Format**

for

Trail cameras

(IMPORTANT WARNING: If your offer somehow differs from any of the requirements contained herein this must be clearly stated in your bid. Unless otherwise agreed in writing by FAO, the requirements below are mandatory and will be the basis for evaluating your offer regardless of any statement to the contrary contained in your technical specifications / literature you may submit together with your offer.)

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

TECHNICAL SPECIFICATIONS REQUIRED		TECHNICAL SPECIFICATIONS OFFERED			
		PLEASE USE THE SPACES BELOW TO SPECIFY THE EQUIPMENT BEING OFFERED			
Trail Cameras		Unit			
		Qty	Make	Model	Country of Origin
		30			
1.0	Technical Specifications: General				
1.1	Primary application				
1.2	Can take videos and pictures also				
1.3	Video length: up to 2 minutes daytime, up to 30 seconds at night				
1.4	LCD panel				
1.5	Waterproof				
1.6	Operating Temperature: -29°C to +49°C				
1.7	High sensitivity image sensors				
1.8	Good quality covert infrared night vision illuminators which can provide clear night time images, even at extended ranges of up to 15 meters.				
1.9	Image detail: colour by day, monochrome infrared by night				
1.10	Image resolution: minimum 3 megapixel (actual) or HD (1080 pixel real)				
1.11	Image data: time, date, temperature				
1.12	Fast perception and imaging: 1 picture /5 second				
1.13	Trigger speed: ~1 second				
1.14	Photos per trigger: 1, 2, 3, 5, or 10 images per trigger				



FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

Appendix 1 - Invitation to Bid No. 2018/02
Technical Specifications and Compliance Format

for

Trail cameras

(IMPORTANT WARNING: If your offer somehow differs from any of the requirements contained herein this must be clearly stated in your bid. Unless otherwise agreed in writing by FAO, the requirements below are mandatory and will be the basis for evaluating your offer regardless of any statement to the contrary contained in your technical specifications / literature you may submit together with your offer.)

TECHNICAL SPECIFICATIONS REQUIRED		TECHNICAL SPECIFICATIONS OFFERED
1.15	Delay after triggering: none	
1.16	Memory capacity up to 32 GB	
1.17	Memory card capacity: up to 256 GB	
1.18	Multiple time settings (e.g. detecting, delaying), time-lapse scheduling: 1, 5, 15, 30 or 60 minute intervals	
1.9	Time-lapse surveillance: included	
1.20	Programming option	
1.21	Optional accessories sold and can be bought later	
1.22	Software required for the camera is supplied with the installation disc	
1.23	Long availability time, battery life: minimum 20,000 images	
1.24	Size of Device	
1.25	Weight of Device	
2.0	Manuals:	
2.1	Handbook for each unit in English	
2.2	The price of the handbook must be included in the price of the vehicle	
3.0	Manufacturers Recommended Spare Parts:	
3.1	List of Spare Parts	
4.0	After sales service:	
4.1	Supply the name, Tel./Fax number and email or postal address of your service agents in Georgia or other countries	
5.0	Warranty	
5.1	Warranty offered	
5.2	Duration of Warranty	

The empty spaces in the form must be completed to confirm your specifications, the quantities to be provided and the cost information requested. You must also forward to FAO by courier, a descriptive brochure covering the equipment being offered to enable your specifications to be verified.



Appendix II: FINANCIAL OFFER

#	Item description	Qty requested (in units)	Qty Offered** (in units)	Unit Price ** FCA (in US\$*)	Total Cost FCA (in US\$*)	Freight Cost / Unit (in US\$*)	Insurance Cost (in US\$*)	Total Cost DAP (in US\$*)	Delivery Time (specify calendar days or weeks)	Delivery Mode
			(1)	(2)	(3) = (1) x (2)	(4)	(5)	(6) = (3) + (5)		
TOTAL										

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

**** PLEASE NOTE THAT FAO RETAINS RIGHT TO ORDER LESS QUANTITY THAN SPECIFIED IN APPENDIX 1 AND OFFERED UNIT PRICE MUST REMAIN THE SAME (INDIPENDANT FROM ORDERED QUANTITY)**

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.
- 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.



Appendix III: Bid Submission Letter

COMPLIANCE WITH THE PRESENT TENDER REQUIREMENTS

1 - Does your bid comply with the COMMERCIAL requirements of this tender in all respects?

YES NO

2 - Do your specifications comply with the TECHNICAL requirements of this tender in all respects?

YES NO

If not, indicate the exceptions here below attaching additional pages as necessary:

.....
.....
.....
.....

In submitting your bid, you confirm that you have read and understood the FAO General Terms and Conditions for Goods and that you agree to abide by all of the terms contained therein. You also agree to abide by the UN Supplier Code of Conduct. In addition, you confirm that you have considered all aspects relevant to the eventual performance under the Purchase Order related to this specific bid, if awarded, and that you have obtained all necessary information and data as to risks, contingencies and other circumstances which may influence or affect your bid.

Please indicate whether your company, including any affiliates, agents or subcontractors, is subject to any sanction or temporary suspension imposed 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):

YES* NO

*If yes, please indicate by which organization: _____

If your company, including any affiliates, agents or subcontractors, has been subject to any temporary suspension or sanction by any such organization or National Authority within the preceding three years, please provide further information below (attaching additional pages if necessary):

.....
.....
.....
.....

COMPLETENESS OF BID

IMPORTANT WARNING: Any aspects of your Offer that differ from the requirements established in this solicitation document must be clearly stated in your Offer. Unless otherwise agreed in writing by FAO, the requirements above are mandatory and will be the basis for evaluating your Offer regardless of any statement to the contrary contained in the technical specifications or literature you may submit together with your offer.



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

I confirm that I have read and accept the provisions on Right to Publish Contract Award, Conflict of Interest and Sanctionable Actions.

I certify that my firm has not and will not engage in corrupt, fraudulent, collusive, coercive, unethical or obstructive practices during the selection process and throughout the negotiation and execution of any award.

I certify that my company is not associated with any individual or entity appearing on the 1267/1989 list of the UN Security Council or with any individual or entity subject to any other sanctions or enforcement measures promulgated by the UN Security Council.

I acknowledge that FAO reserves the right to only consider offers containing all the information and documents requested. I confirm that the Offer submitted meets the stated requirements unless otherwise stated herein. I further confirm that I understand that deviations may prevent the evaluation of my bid. I confirm that all the information provided in the Offer is accurate and complete.

.....
Company Name, Signature and stamp

Date

NO BID NOTICE
ITB 2018/02

Please complete and return to:

FAO Representation in Georgia
Att. Procurement Service
Fax No.: +39-06-92912406
Email: FAO-DO-Tenders@fao.org

From: [Insert Company Name].....
.....
.....
.....

We did not submit a bid in response to your solicitation because:

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

.....
.....
.....
.....

.....
Signature and date



Appendix IV:
GENERAL TERMS AND CONDITIONS FOR GOODS