

UNITED NATIONS

UNITED NATIONS GLOBAL SERVICE CENTRE (UNGSC) Brindisi, Italy

19 June 2025

Invitation to Bid No. UNGSC/S/002/2025 – Sale of Assets

INSTRUCTIONS TO BIDDERS

1. GENERAL

- 1.1 The United Nations Global Service Centre (UNGSC), Brindisi Italy intends to sell its surplus assets as listed in **Annex A**.
- 1.2 By this Invitation to Bid (ITB), the UNGSC requests your best price offer (Bid) on a 'Lot' basis only, for any of the surplus assets as described in **Annex A**.
- 1.3 This ITB comprises:
 - Annex A Bid Form/Lot Price, including:
 - Appendix 1 Lot List, and
 - Appendix 2 Lot Pictures;
 - Annex B Acknowledgment Letter;
 - Annex C Customs operations for UNGSC Sale of Assets (English and Italian Version).

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

- 1.4 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, roadworthiness, merchantability or fitness for a particular purpose. The 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).
- 1.5 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 discretion.

2. INVITATION TO BID

- 2.1 Please note that:
 - (a) Your bid must be received by the UNGSC on or before the following closing date and time: 17 July 2025 at 15:00 hrs. Brindisi (Italy) Time.
 - (b) The Bid shall include:
 - completed Annex A (attached);
 - a certified check representing 10% of the total bid price.
- 2.2 Bidders should limit their responses to the requirements of the ITB. 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 <u>queries</u> pertaining this ITB please contact the Case Officer, Ms. Laura Marrocchi, via email at <u>unlb-procurement@un.org</u>

3. ASSETS LOCATION AND SITE VISIT

- 3.1 The assets referred to in **Annex A** are currently held at the UNGSC's premises located at **Aeroporto Militare "O. Pierozzi"**, **Piazza del Vento 1, 72100 in Brindisi, Italy.**
- 3.2 The Site Visit, allowing the bidders to inspect the assets, will be held on 26 June 2025 at 10:30 hrs. Brindisi (Italy) Time.
- 3.3 The bidders are advised that UNGSC does not guarantee the accuracy of the descriptions or quantities provided in Annex A, and therefore, bidders are encouraged to attend the Site Visit to verify the contents and condition.
- 3.4. Should a bidder choose not to attend, the bidder does it at their own risk. Should the bidder be the successful bidder, no provision will be made for any discrepancies between **Annex A** and the actual contents or condition of the goods.
- 3.5 Bidders wishing to attend the Site Visit must:
- complete the attached **Annex B Acknowledgment Letter** with all the information requested and **submit it to the Procurement Unit with a copy of attendee(s) valid ID/Passport by email to <u>unlb-procurement@un.org</u> on or before 23 June 2025 Requests to attend the Site Visit received after this date might 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.

- assemble at the UNGSC Gate on 26 June 2025 no later than 10:20 hrs. Brindisi (Italy) Time for transportation provided by UNGSC bus. The latecomers will not be allowed entry to the site to view the assets.
- bring their original valid ID document/Passport in order to be granted access to the UNGSC.

4. BID FORMAT AND DEPOSIT

- 4.1 Bid Form must be completed by entering your **bid price per LOT** in the attached **Annex A Bid Form/Lot Price and** returning it to UNGSC as per the instructions in **paragraph 6** below.
- 4.2 The bid must include:
 - The completed **Annex A** as attached;
 - A certified bank check payable to the United Nations Logistics Base in the amount of 10% of the total offer to be submitted in the EURO only. The deposit 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 deposit.
- 4.3 All correspondence and supporting documentation shall be in the English language.

5. BID PRICE

- 5.1 The bid price shall:
 - be firm, all-inclusive price per Lot, not subject to any adjustment;
 - be quoted in EURO 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 to the United Nations bank in Italy in EURO.
- 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 UNGSC 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 UNGSC 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 Italian or EU Customs offices.

6. DELIVERY OF BID

6.1 <u>Bids must be forwarded by Mail, by Hand or by Courier Service</u>. Only hard copies of the bid will be accepted and must be accompanied by the certified check as specified. Bids submitted by FAX or E-mail will NOT be accepted.

6.2 The Bid must be enclosed in a sealed envelope/package, the outside of which must be clearly marked and addressed as follows:

CHAIRPERSON, TENDER OPENING COMMITTEE United Nations Global Service Centre (UNGSC) C/O AEROPORTO MILITARE "O. PIEROZZI" PIAZZA DEL VENTO, 1 72100, BRINDISI, ITALY

"ITB NUMBER: UNGSC/S/002/2025"
Closing Date and Time: 17 July 2025 at 15:00 hours Brindisi (Italy) Time
!!!!!!!!! TENDER - DO NOT OPEN !!!!!!!!!

- 6.3 Bids must be received by the UNGSC no later than the closing date and time as per above paragraph 2.1 (a).
- 6.4 It is the responsibility of the Bidders to ensure that the sealed envelope/package containing the Bid reaches the above-mentioned address before the Closing Time, so that it is time-stamped and acceptable for opening. Bids must be delivered to the above-mentioned address during UN working hours from 8:00 to 12:00 and from 14:00 to 16:00, Monday through Friday, except for the UN holidays.

<u>IMPORTANT</u>: In order for your Bid to be received, <u>it is essential to notify the UNGSC regarding the delivery at least six (6) hours prior to the submission of your bid by contacting us via telephone at the numbers provided below:</u>

- UNGSC Security Front Office: +39 0831056003

or

- UNGSC Security Duty Officer: +39 083106112

Failure to comply with the above instructions, delivery to any other UN office will be at the risk of the Bidder and may not meet the Closing Time. Written proof of receipt will not be given by UN staff unless a Postal/Courier Service receipt or other form of receipt is presented for signature by the UN. Please allow five (5) or more business days for courier delivery since some courier firms deliver packages only once a day and may miss the deadline.

6.5 <u>Bids received late; sent by e-mail/fax; incorrectly marked and/or addressed will be rejected.</u>

7. CONTRACT AWARD

7.1 The award of a lot will be based on the <u>highest price</u> submitted in respect of <u>each specific</u> 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 EURO via wire transfer to UNGSC 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 Italian 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 in EURO to the United Nations bank account. The banking information will be provided with the Notice of Sale.
- (b) The wire transfer 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 UN's bank.
- (c) The successful bidder must provide the UNGSC Finance & Budget Unit (Cashier's Office) with a certification obtained from the Brindisi Customs Office. Upon receipt of customs-clearance, and prior to materials' collection, UNGSC Finance & Budget Unit must be provided with one copy of the following documents:
 - i. For exportation outside EU, copy of the related form for the exporter;
 - ii. Customs duties payment receipt of EU destination or T1 if the material will be declared in another Italian city or EU country relating either to the duties/taxes payment or to the transfer of the material to other destination (T1).

To obtain customs-clearance for surplus assets destined to be recycled or disposed off within EU, the following documents must be submitted:

- iii. Copy of registration as an authorized recycling company as per Council Regulation (EEC) 259/93/EEC, and subsequent modifications and additions;
- iv. Declaration confirming that the surplus assets to be recycled or disposed are in conformance with and subject to the dispositions as per Italian Legislative Decree 22/97, and subsequent modifications and additions.
- (d) Only upon confirmation that the payment has been received by UN's bank <u>and</u> the necessary certifications indicated in para. 8.1 (c) above, the UNGSC Finance and Budget Unit 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) <u>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 10 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.</u>

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 UNGSC Finance and Budget Unit, 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 UNGSC with no less than a <u>48 hour advance written notification</u> requesting approval to enter the UNGSC premises to pick up the goods;
- (b) It is responsible for payment of any customs duties or taxes to the Italian Customs Authorities and any other customs authorities, and submitting proof of this, or an exemption certificate, to the UNGSC Finance & Budget Unit 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 Italian taxes/duties, it shall submit a copy of the export permit from the Italian Customs, to the UNGSC Finance and Budge Unit;
- (c) It shall use its best endeavours to expedite Italian customs clearance/payment of taxes, and acknowledges that the surplus assets cannot be released for removal from the UNGSC Site until customs/tax formalities are completed and documentary evidence submitted to the UNGSC Finance Section:
- (d) It shall ensure that the surplus assets are removed from the UNGSC Site promptly after the issuance of the Notice of Sale by UNGSC, and **no later than 07 August 2025**. 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 UNGSC 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.
- (i) The material included in Lot No. 010 is sold as scrap metal for destruction;

therefore, the successful buyer must be an authorized company that shall undertake any and all destruction and disposal actions in accordance with the relevant prescribed regulations; the destruction shall be witnessed by a UNGSC staff representative.

11. REPRESENTATIONS

The bidder acknowledges that in entering into a contract with the 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 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

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 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.

Saša Murganić
Officer-in-Charge Procurement
UNGSC, Brindisi, Italy