



FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS
ROME, ITALY

PROCUREMENT SERVICE	CSAD EMAIL: FAO-hq-Tenders@fao.org
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INVITATION TO BID

For procurement of

IVERMECTIN 1%

Destination: Yemen

Invitation to Bid/Tender no: 9100032-A/sy

Date of issuance: 2 February, 2018

Date of closing: Friday, 16 February, 2018
at 12:00pm Rome time

Submission Method:

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

(PREFERRED METHOD) By email to: FAO-HQ-Tenders@fao.org

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



FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS
ROME, ITALY

PROCUREMENT SERVICE CSAD EMAIL: FAO-hq-Tenders@fao.org

INVITATION TO BID / TENDER No: 9100032-A/sy
CLOSING DATE: Friday 16 February, 2018 at 12:00 pm Rome time

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 for:

Item	Quantities	Technical Specifications	Delivery Location	Required Delivery Date
<i>Ivermectin 1%</i>	49,000 bottles	As per technical specifications attached in Appendix 1	23,643 bottles to Aden Veterinary Service, Aden, Yemen 25,357 bottles to Saana's Veterinary Service, Saana, Yemen	6 weeks after issuance of PO

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

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.

Appendix IV – 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, 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-Services@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 goods are required on site 6 weeks after issuance of Purchase Order. 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 dates if the offered delivery dates still meet 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 90 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 are acceptable.**
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. 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>) 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.
12. If your firm is not yet registered as a potential supplier with the Organization, you are kindly requested to register directly through UNGM or through the FAO website at: <http://www.fao.org/unfao/procurement/enregistrementdesfournisseurs/instructions-to-register-with-ungm/en/>.
If you require any assistance with your registration, please send a request by e-mail to: Global-Vendor-Management@fao.org.
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-HQ-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.

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

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, including delivery time.

Any request for clarification regarding requirements contained in this Invitation to Bid shall be addressed to the undersigned and submitted by email to olli.kalha@fao.org, 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 invited bidders.

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 return by fax or email as indicated on the "No Bid Notice".

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,


O. Kalha

Senior Procurement Officer, CSAP



Appendix I: TECHNICAL SPECIFICATIONS

INVITATION TO BID / TENDER No: 9100032-A/sy

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

Item	DESCRIPTION				PLEASE USE THE SPACES BELOW TO SPECIFY THE PRODUCT BEING OFFERED	
	Quantity (Bottle)	Unit	Quantity Offered	Origin of Ingredients		
Anti parasites- Ivermectin 1% for Small Ruminants (Sheep & Goat)	49000	100 ml per bottle				
Preamble					In support of the technical specifications offered, please include experience in trade and / or production of Ivermectin 1%	
<u>Materiel & Quantity:</u>	Forty nine thousand (49000) bottle					
	It is used for treatment and control of internal and external parasites in cattle, sheep, goats and camels. Broad-spectrum antiparasitic agents isolated from fermentation of <i>Streptomyces avermitilis</i> . It must be effective to treat and control the following of gastrointestinal roundworms, lungworms, grubs, sucking lice, and mange mites.					



Injectable, sterile solution containing 1% Ivermectine. Each ml contains of 10mg Ivermectin injection. Dose for ruminant is 1 ml/50 kg which used by s.c. injection. Shelf Life: Minimum 18 months from the date of delivery.

Packing:

Administration of the anti-parasite must be described.

Description of intended use: For sheep and goats (small ruminants) and cattle.

Each bottle label shall state the following:

- (a) name of the medicine ;
- (b) name of the manufacturer;
- (c) composition;
- (d) concentration;
- (e) dose mode for administration;
- (f) expiration date;

Packaging: The packaging should be in 100 ml containers.

Dosage size: Dosage size should be specified in the label

Expiration date: Expiration date should at least 18 months after delivery. The product should remain stable up to the indicated test expiry date if kept according to the valid storage temperature.



Inspection:

Ivermectin 1% will be inspected at loading and unloading. The ivermectin 1% will be rejected in case of no conformity with the technical specifications. Samples of the medicine may be asked from the suppliers.

Storage and handling

The Ivermectin 1% for sheep and goats will be administered by the veterinary staff of agriculture office –veterinary services staff at the Directorate General of Animal Health and Veterinary Quarantine or by the veterinary services at the Agriculture offices.

The Ivermectin 1% will be distributed by the veterinary services to the Agriculture offices according to the distribution table below.

Delivery destinations

Transportation of the Ivermectin 1% should be provided by the bidder to the following two locations:

- 23,643 bottles will be supplied to Aden Veterinary Services. Address: Aden Agriculture Office, Dar Sa'ad District, Aden, Yemen
- 25,357 bottles will be supplied to Directorate General of Animal Health and Veterinary Quarantine. Address: Al-Mithaq St., Bir Al-Shaif zone, Al-Thawrah district, Sana'a, Yemen



	<p><u>Conditions For Participation to the tender (Required by Yemeni Government)</u></p> <p><u>For International and National Suppliers should be aware of the following points:</u></p> <p>The Manufacture/ company producing the product should be registered at the pertaining authority of MAI (General Directorate of Animal health & Vet Quarantine of the Ministry of Agriculture and Irrigation in Yemen).</p> <p>The product should be registered and certified at the pertaining authority of the MAI.</p> <p>The health permission to import the product must be obtained before any process of the importation. The permission must indicate all the technical requirements by pertaining authority.</p> <p>The product will be subjected to inspection at the entry point by the pertaining authority of the MAI and other related institutions.</p> <p><u>Your bid should provide the following documents:</u></p> <p>Health certificate from the origin country.</p> <p>Chemical analysis test from approved authority of the original country.</p> <p>Safety Data sheet from the pertaining authority of origin country.</p> <p>Copy of the last certificate awarded confirming the quality of the brand name of the offered items.</p> <p>Quality control certificate from OIE Reference laboratory certifying that the</p>
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ROME, ITALY

	<p>medicines meet the international standards according to current OIE Guidelines.</p> <p>Medicine sterility, safety and effectiveness should comply with the international standards according to OIE Guidelines,</p> <p>Certificates of registration of the company in its origin country as well as in MoAI in Yemen.</p> <p>Importation Permit license from MOAI department DGAHVQ.</p> <p>Copy of the last certificate awarded confirming the quality of the brand name of the offered items.</p>	
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Appendix II: FINANCIAL OFFER
INVITATION TO BID / TENDER No: 9100032-A/sy

ANTI PARASITES IVERMECTIN 1% FOR SMALL RUMINANTS (SHEEP & GOAT)

#	Item description	Quantity (in Bottle)	Required Delivery date	Quantity Offered (in vial, Bottle)	Unit Price FCA in US\$*	Total Cost FCA in US\$*	Freight Cost per Unit in US\$*	Total Freight Cost in US\$*	Insurance Cost in US\$*	Total Cost DAT in US\$*	Offered Delivery Time (specify calendar days)	Delivery Mode
1	Ivermectin 1% Delivery to Aden**	23,643	6 weeks after issuance of PO		(2)	(3) = (1) x (2)	(4)	(5)=(1)x(4)	(6)	(7)=(3)+(5)+(6)		
2	Ivermectin 1% Delivery to DGAHVQ Sa'na***	25,357										
Total		49,000										

* 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.
- 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.

**Delivery destination: Aden Agriculture Office, Dar Sa'ad District, Aden, Yemen

***Delivery Destination: Al-Mithaq St., Bir Al-Shaif zone, Al-Thawrah district, Sana'a, Yemen



FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS
ROME, ITALY

Company name:.....

Signature and stamp:.....

Date:.....



Appendix III: BID SUBMISSION LETTER
INVITATION TO BID / TENDER No: 9100032-A/sy

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:

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.....

.....

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 is subject to any sanction or temporary suspension imposed by any organization within the World Bank Group or any other multi-lateral development Bank or by any United Nations agency or National Authority or economic integration organization.

YES*

☐

NO

☐

*If 'yes', please indicate by which organization: _____

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.

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.



General information on the company:

Company name: _____

UNGM number: _____ Country of origin: _____

Mailing address: _____

Contact person: _____

Email/s: _____

Telephone numbers: _____

Signature and stamp: _____ Date: _____



NO BID NOTICE

INVITATION TO BID / FAO SEALED BID: 9100032-A/sy

Please complete and return to:

FAO, Rome

Att. CSAD

email: FAO-hq-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 was provided to prepare a bid;
- _____ Present lack of resources to undertake more work;
- _____ Other (please specify briefly below).

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In the event your firm is not yet registered as a potential supplier with FAO, please use the following link to UNGM with the instructions for registration:

<http://www.fao.org/unfao/procurement/enregistrementdesfournisseurs/instructions-to-register-with-ungm/en/>

.....
Signature and date



FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS
ROME, ITALY

Appendix IV:

GENERAL TERMS AND CONDITIONS FOR GOODS