



INVITATION TO BID

for

Procurement of cows

Tender Reference no: ITB/KYR/2016/15

Project: GCP/KYR/014/SWI

Destination: Bishkek, Kyrgyz Republic

Date of issuance: 22nd July 2016

Closing date: 5th August 2016

Submission Method:

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

- a. By email to: FAO-DO-Tenders@fao.org



INVITATION TO BID / FAO SEALED BID: ITB/KYR/2016/15
CLOSING DATE: 5th August 2016

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\$)** or **KGS¹** for:

Item	Quantity	Technical Specifications	Delivery location	Delivery time
<i>Cows</i>	Please see Appendix 1	As per the technical specifications attached in Appendix 1	Please see Appendix 1	<i>31 August 2016</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:

- Contact information:** Full name, address, fax and telephone numbers of your company and contact persons.
- 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.
- 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

¹ 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.



Food and Agriculture Organization of the United Nations
FAO Representation in the Kyrgyz Republic

official and deduction of actual and/or liquidated damages for late delivery and/or quality deviations, if any. Letters of credit and advance payments cannot be provided.

4. Please note that the Organization will make payment to the bank account indicated by the selected supplier in its invoice, providing that the bank account is in the name of the supplier and located in the country of residence of the supplier. Any request for payment to a bank account other than that of the supplier or to a bank other than one located in the supplier's country of residence must be specified in the offer, together with the reasons for such deviation from standard payment terms; the Organization will not be in a position to consider the request should this information be provided after the closing date of the tender. Successful bidders can register to submit invoices in PDF format via e-mail by contacting AP-Invoices@fao.org.
5. **Acceptance of FAO's Bid Requirements including Technical Specifications (Appendix III).** If your bid is not compliant with any of these requirements, such non-compliance must be clearly identified in your offer (and details provided in Appendix III: Bid Submission Letter). If no mention to this effect is contained in your offer, FAO will assume that all requirements included in this Invitation to Bid are accepted by the supplier. Suppliers must in any case complete the technical specifications form.
6. **Insurance and Freight Costs:** To be arranged by supplier. The supplier will determine the appropriate type and amount of insurance coverage to address its risks up to delivery at final destination. FAO will pay only for the goods actually accepted at final destination after inspection at unloading point(s) and deduction of actual damages and/or liquidated damages for late delivery and/or quality deviations, if any.
7. **Prices:** Your unit prices, air/land/surface freight charges, insurance cost and total price shall be quoted separately for delivery to the destination(s) specified above on 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:** The preferred delivery date for goods on site is no later than **31 August 2016**. FAO will endeavor to issue Purchase Orders with a minimum **14 days' delivery lead-time**. Suppliers are therefore requested to quote their best delivery time in calendar days/weeks following receipt of eventual Purchase Order; as necessary, a schedule of delivery times and associated prices may be offered (e.g. later delivery time at a lower cost). FAO reserves the right to consider offers for delivery beyond the preferred delivery date if the offered delivery date still meets FAO requirements.
9. **PO Terms:** Depending on the Incoterm basis on which FAO decides to procure the goods (DAT or DAP), the relevant contract (Purchase Order) will also be in compliance with those Incoterms.
10. **Validity:** Bids must remain valid with firm and fixed prices **for 60 days** after Tender Closing Date.
11. **Country of Origin:** The origin of the goods is to be indicated by the supplier.
12. **Sanctionable Actions:**
 - (b) FAO requires compliance with its Sanctions Procedures. The Supplier agrees to refrain from engaging in Sanctionable Actions.

In pursuance of these Sanctions Procedures, Sanctionable Actions 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 the conflict of interest, gifts and hospitality or post-employment FAO policy (see <http://www.fao.org/unfao/procurement/codeconduitethique/en/>), as well as any provisions or other published requirements of doing business with the Organization, including the UN Supplier Code of Conduct; and
- "Obstructive practices" are acts or omissions by a Third Party that may prevent or hinder the work of Investigation Unit of the Office of the Inspector General.



Food and Agriculture Organization of the United Nations
FAO Representation in the Kyrgyz Republic

- (c) FAO will 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 corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in competing for the contract in question;
 - (d) FAO will sanction a firm or individual, at any time, in accordance with the prevailing Sanctions Procedures, including by declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a FAO-financed contract; and (ii) to be a nominated as a sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a FAO-financed contract;
 - (e) FAO may also, as appropriate, request full or partial restitution of sums previously paid by the Organization under this Contract.
13. **Disclosure of Sanctions or Temporary Suspension:** The Supplier should not be suspended, debarred, or otherwise identified as ineligible by any international or UN Organization. You are therefore required to disclose to FAO whether itself, or any of its affiliates, or agents, is subject to any sanction or temporary suspension imposed by any international or UN Organization at the time of execution of this Contract and throughout its duration. 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.

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 1) 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



**Food and Agriculture Organization of the United Nations
FAO Representation in the Kyrgyz Republic**

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. Selected vendors 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, as included in the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). This provision must be included in all sub-contracts or sub-agreements entered into under the awarded contract.
12. Vendors must disclose to FAO, at the time of submitting an offer, whether their 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.
13. 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.
14. 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.
15. **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.**
16. **Submission of your bid: Your bid must be submitted on or before the closing date and time as follows:**

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

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.

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.

17. 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.**



Food and Agriculture Organization of the United Nations
FAO Representation in the Kyrgyz Republic

Any request for clarification regarding requirements contained in this Invitation to Bid shall be addressed to the undersigned and submitted by email to faokg-procurement@fao.org 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 feed-back 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,

/ Mr. Kinlay Dorjee, Authorized Official

FAO, the Kyrgyz Republic



APPENDIX I: TECHNICAL SPECIFICATIONS AND COMPLIANCE FORMAT

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

Nº	Cow parameters	Required parameters	Technical specifications proposed by bidder (to be filled by bidder)
1	Breed	Ala-Tau milk breed, Brown Swiss, hybrids of Ala-Tau breed	
2	Type of productivity	Milk type	
3	Colour	The main color is brown with different shades from dark brown slightly, bluish light brown to pale brown and brown color.	
4	Type nervous system. Character.	Animal calm admit to milking everyone without showing fearfulness. When referring to the head part does not produce defensive reactions by horn.	
5	Age	From 3 to 5 years old.	
6	Number of calving's	Second or third calving	
7	Physiological condition	Pregnancy from 3-7 months	
8	Live weight	From 430 kg to 450 kg	



Food and Agriculture Organization of the United Nations
FAO Representation in the Kyrgyz Republic

9	Fatness	Average and higher	
10	The shape of the udder	Bath shaped and rounded forms.	
11	Development of mammary veins	Vienna is well developed on both sides of the belly. Size of udder wells not less than the width of the index finger	
12	Condition of hoof horn and firmness	Front hoof horn is round shape, normally worn, shares equal in length. Back slightly oval, shares equal in length, normal effacement. All hoof without breaks.	
13	State of horns	Covered with horny scales, good view of the ring which shows the number of calving's. Medium length and upward direction at an angle of 45 degrees.	
14	Type of milking	Manual, allowing to approach without calf.	
15	The method of milking	Without tying the hind legs.	
16	Veterinary certificate	Availability of proven veterinary certificate	
17	Identification requirements	Availability of individual tags	
18	Quantity	54 (fifty four)	



**Food and Agriculture Organization of the United Nations
FAO Representation in the Kyrgyz Republic**



Appendix II: FINANCIAL OFFER

#	Item Description	Quantity and unit of measure requested	Quantity Offered	Unit Price FCA in US\$ or KGS *	Total Cost FCA in US\$ or KGS *	Freight Cost per Unit in US\$ or KGS*	Total Freight Cost in US\$ or KGS**	Insurance Cost in US\$ or KGS*	Total Cost DAP in US\$ or KGS*	Delivery Time (in calendar days or weeks)	Delivery Mode
			(1)	(2)	(3) = (1) x (2)	(4)	(5) = (1)x(4)	(6)	(7) = (3)+(5)+(6)		
1	Cow										
	TOTAL										

DISTRIBUTION PLAN

#	Issyk-kul Province	Aiyl okmotu	Village	Quantity
1	Issyk-kul province of the Kyrgyz Republic	K. Karasaev	Tasma	29 units
2		Eshperov	Eshperov	25 units

* 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.

** Transportation expenses shall be calculated taken into consideration delivery addresses indicated in Distribution plan.

When filling in the financial proposal, please take into the consideration the letter 13-3 / 1252 of 01.25.2016 issued by the Ministry of Economy of the Kyrgyz Republic in relation to international organizations and projects which under preferential tax treatment for 2016 in the Kyrgyz Republic. FAO Project # 81 GCP/KYR/014/SWL.

NOTE regarding arithmetical errors and discrepancies:



Food and Agriculture Organization of the United Nations
FAO Representation in the Kyrgyz Republic

- 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 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, Sanctions Procedures, and Fraud and Corruption.

I hereby certify that I have taken steps to ensure that no person acting for the bidder or on the bidder's behalf will engage in any type of fraud and corruption.

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



Food and Agriculture Organization of the United Nations
FAO Representation in the Kyrgyz Republic

NO BID NOTICE

ITB/KYR/2016/15

Please complete and return to:

FAO Representation in the Kyrgyz Republic
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)

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

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



Appendix IV:
GENERAL TERMS AND CONDITIONS FOR GOODS