**وزارة الصحة الاتحادية**

**الصندوق القومي للإمدادات الطبية**

**الإدارة العامة للشراء والتعاقد**

**العطاء المفتوح لتوريد أدوية ومنتجات طبية لجميع المؤسسات والجهات الحكومية بجميع ولايات السودان**

# عطاء رقم 2020/6

**تاريخ قفل الصندوق يوم الأربعاء المو افق 2020/11/11م**

| بيانات مقدم العطاء: | |
|---|---|
| اسم الشركة | |
| عدد الأصناف المقدمة في الكراسة | |
| إجمالي مبلغ الأصناف المقدمة في الكراسة بالجنيه السوداني | |
| قيمة التأمين المبدئي للعطاء وتعادل 2% من القيمة الكلية | |
| اعتماد الشخص المسؤول بالشركة | |
| ختم الشركة | |

**قائمة تحقق مستندات الشروط العامة:**

نرجو شاكرين التأكد من أن مستندات الشروط العامة قد وضعت في المظروف ووضع علامة √ تحت عمود نعم في حالة وضع المستند في المظروف ووضع علامة X تحت عمود لا في حالة عدم وضع المستند في المظروف:

| الرقم | المستند | الاعتماد | |
|---|---|---|---|
| | | نعم | لا |
| 1 | إستيفاء الدمغة القانونية | | |
| 2 | إستيفاء التأمين المبدئي 2% من قيمة العطاء | | |
| 3 | شهادة خلو طرف من الضرائب أو إفادة بالإعفاء منها | | |
| 4 | شهادة إبراء ذمة من الزكاة سارية المفعول أو إفادة بالإعفاء منها | | |
| 5 | شهادة تسجيل القيمة المضافة أو إفادة بالإعفاء منها | | |
| 6 | صورة من الرقم التعريفي الضريبي الموحد | | |
| 7 | صورة من رخصة الشركة مجددة للعام 2020 أو إفادة من المجلس | | |
| 8 | صورة من شهادة تسجيل الشركة أو المصنع أو اسم العمل سارية المفعول | | |
| 9 | شهادة مقدرة مالية | | |
| 10 | شهادة مقدرة فنية | | |

**تنويه:**

1. التأمين المبدئي وهو ما يعادل نسبة 2% من أعلى قيمة مقدمة لعروض الشركة ويجب معادلتها بالجنيه السوداني حسب سعر اليورو الرسمي المعلن في تاريخ إصدار الشيك من بنك السودان المركزي (CBOS).
2. ستتم مراجعة المستندات في حضور ممثلي الشركات مع التوقيع عليها.

**وزارة الصحة الاتحادية**

**الصندوق القومي للإمدادات الطبية**

## إعلان العطاء المفتوح لتوريد أدوية ومنتجات طبية لجميع المؤسسات والجهات الحكومية بجميع ولايات السودان

# عطاء رقم 2020/6

يدعو السيد المدير العام للصندوق القومي للإمدادات الطبية رئيس لجنة الشراء الموحد السادة الشركات العاملة في مجال الأدوية والمنتجات الطبية للتقديم لعطاء الصندوق المفتوح والذي سيتم التقديم له إلكترونياً اعتبارا من الأحد 20/**9/2020م** وذلك لتوريد أدوية ومنتجات طبية حسب الكميات والمواصفات والشروط المرفقة مع كراسة العطاء وذلك وفق الخطوات التالية:

**على الراغبين في المشاركة في هذا العطاء الإلتزام بالآتي:**

1. يُقدم طلب الحصول على كراسة الشروط في ورق مروس باسم الشركة المقدمة للعطاء ومختوماً بختمها العام.
2. ملء الاستمارة الخاصة بذلك.
3. تُستلم كراسة الشروط من مكتب سكرتارية مدير الإدارة العامة للشراء والتعاقد يومياً خلال ساعات العمل الرسمية طوال فترة إعلان العطاء.
4. مبلغ الكراسة **(20,000)** جنيه سوداني نقداً أو بشيك مصرفي لا ترد.
5. تُعطى الشركة المشاركة في العطاء رمز الدخول وكلمة المرور ودليل إستخدام نظام الشراء الإلكتروني مباشرةً بعد إبراز المستند المالي.
6. احضار شهادة مقدرة مالية.
7. احضار شهادة مقدرة فنية (مايفيد بتوظيف الشركة لكوادر مؤهلة ومخازن مهيئة وعربات نقل مبردة).
8. احضار شهادة خلو طرف من الضرائب أو إفادة بالإعفاء منها.
9. احضار شهادة إبراء ذمة من الزكاة سارية المفعول أو إفادة بالإعفاء منها.
10. احضار شهادة تسجيل القيمة المضافة أو إفادة بإلإعفاء منها.
11. احضار الرقم التعريفي الضريبي الموحد.
12. احضار صورة من شهادة تأسيس الشركة أو تسجيل اسم العمل صادرة من المسجل التجاري وزارة العدل.
13. استيفاء الدمغة القانونية.
14. صورة من رخصة الشركة صادرة من المجلس القومي للأدوية والسموم مجددة للعام 2020 أو إفادة منه.

15. تُقدم النسخة الأصلية لمستندات العطاء (لا تشمل العروض المالية) في مظروف محكم الإغلاق ومختوم بالشمع الأحمر ويوضع داخل صندوق العطاءات المعد لذلك في قاعة العطاءات بالصندوق المبنى الشمالي - الطابق الأرضي المبني B.

**16. <u>أي شركة لم تقدم عرضها الكترونياً تُستبعد من المنافسة.</u>**

17. دفع مبلغ 2% من قيمة العطاء كتأمين مبدئي يقدم بشيك معتمد باسم مدير عام الصندوق القومي للإمدادات الطبية أو خطاب ضمان مصرفي معتمد من بنك محلي أو خطاب ضمان من إحدي شركات التأمين أو نقداً تكمل لـ 10% لمن يرسو عليه العطاء، على أن تكون سارية المفعول لمدة 6 أشهر، قابلة للتجديد وترد لمن لا يرسو عليه العطاء.

18. تُقدم الأسعار باليورو وتشمل تسليم الأصناف ميناء الوصول (مطار الخرطوم أو ميناء بورتسودان).

19. الأسعار المقدمة يجب أن تكون نهائية وسارية طيلة فترة العطاء ولايجوز تعديلها أو تجاوزها الا وفقاً للقانون.

20. آخر موعد لإستلام مظروف العطاء (المستندات المطلوبة) يوم الأربعاء الموافق **2020/11/11م** الساعة 12 ظهراً.

21. تُسلم مستندات الجودة (شهادات تسجيل المصنع والأصناف الصادرة من المجلس القومي للأدوية والسموم ) مباشرة لإدارة تأكيدالجودة مع العينات.

22. الأصناف المقدمة في العطاء وفق مطلوبات المجلس القومي للأدوية والسموم وقانون الصندوق القومي للإمدادات الطبية لسنة 2015، يتم إحضار عدد ثلاثة عينات غير مستردة مع الالتزام بالعينات المقدمة عند التوريد.

23. آخر موعد لاستلام العينات ومستندات الجودة يوم الأربعاء الموافق **2020/11/11م** الساعة 12 ظهراً.

24. تُسلم المستندات المطلوبة بصندوق العطاءات المعد لذلك بقاعة العطاءات بالصندوق المبنى الشمالي - الطابق الأرضي المبنىB.

25. لن يُنظر في أي عرض يصل بعد الزمن المحدد مهما كانت المبررات (نظام الشراء الإلكتروني يُغلق تلقائياً **عند الساعة الثانية عشرظهراً يوم الأربعاء الموافق 2020/11/11م).**

26. ستفتح المظاريف والتي تشمل مستندات العطاء للشروط العامة (لا تشمل العرض المالي) في حضور ممثلي الشركات المقدمة للعطاء بعد قفل الصندوق مباشرةً.

**27.** سيتم إستعراض العروض إلكترونياً في حضور ممثلي الشركات **يوم الأربعاء الموافق 2020/11/11م) الساعة 12 ظهراً.**

28. لمدير الصندوق الحق في إنقاص الكميات المطروحة بنسبة أقصاها 20% أو زيادتها بنسبة أقصاها 50%.

29. مدة العقد عامين قابلة للتجديد بموافقة الطرفين.

30. الكميات المعلنة بالعطاء لمدة عامين.
31. على الشركات التي تمت عليها الترسية النهائية إحضار رخصة مزاولة عمل وكيل تجاري و شهادة الوكالة (وكيل حصري أو موزع معتمد) صادرة من مراقب الوكلاء التجاريين – المسجل التجاري بوزارة العدل، في مرحلة توقيع العقد.
32. مدير عام الصندوق غير ملزم بقبول أدنى عطاء أو أي عطاء آخر.
33. للإستفسار أثناء ساعات العمل الرسمية يُرجى الإتصال ب: 0183461765 توصيلة 1300/1114.
أو البريد الإلكتروني: tenderqueries@nmsf.gov.sd
34. لمزيد من المعلومات يرجى الرجوع لموقع الصندوق: www.nmsf.gov.sd

**تنويه:** على الراغبين في المشاركة في العطاء التسجيل في نظام الشراء الإلكتروني بالصندوق قبل استلام الكراسة، يمكن التسجيل عبر موقع الصندوق الموضح أعلاه أو الحضور لمكتب سكرتارية الإدارة العامة للشراء والتعاقد بمباني الصندوق خلال ساعات العمل الرسمية.

**د.يوسف آدم أحمد سبيل**
**ع/مديرعام الصندوق القومي للإمدادات الطبية**

**Republic of Sudan**
**National Medical Supplies Fund**
**P.O. Box: 297 Khartoum – Postal Code: 11111**
**Web site: www.nmsf.gov.sd**
**E-mail: tenderqueries@nmsf.gov.sd**
**Fax: +249-1-83-460935**

# Open Tender for Supply of Medicines

## 2020 - 2022

## Invitation to Bid

## NMSF Tender No. 6/2020

## Opening Date Sunday 20/9/2020

## Closing date Wednesday 11/11/2020

The National Medical Supplies Fund, hereafter referred to as NMSF, is pleased to announce the above mentioned Tender and hereby invites eligible bidders to bid for the supply of items in this Tender according to the following terms and conditions:

**1. Bid Preparation and Submission:**

**1.1.** All medicines and their manufacturers should be registered in the National Medicines & Poisons Board (NMPB).

**1.2.** The **local agent must submit the following:**

**1.2.1.** Certificate of company registration from the General Commercial Registrar of Companies, Ministry of Justice.

**1.2.2.** Free tax certificate or exemption from it.

**1.2.3.** Free Zakat certificate or exemption from it.

**1.2.4.** Appropriate stamp duty is fixed on the bid.

**1.2.5.** Value Added Tax Certificate (VAT) or exemption from it.

**1.2.6.** The bidder must attach the relevant registration certificate.

**1.2.7.** Artwork for all items should be submitted before the closing date of the tender. Each artwork must be labeled with NMSF **item code** and **local agent** name.

**1.2.8.** A list indicating all details of submitted samples should be attached (2 copies requested) **(Appendix 1).**

**1.3.** Original bid documents must be submitted in a duly sealed envelope and labeled with local agent name.

**1.4.** Bids must be submitted electronically. User name and password will be given to the local agent after declaration receipt issued voucher proving purchase of the tender documents. **Only electronically authorized bids will be considered.**

**1.5.** Receipt issued voucher of purchasing the tender book, should be attached with the bid envelope.

**1.6.** NMSF reserves the right to amend the tender quantity of any item by increasing it up to 50% or decreasing it by 20%, before the award notification, or to cancel any item without giving reasons.

**1.7.** The price of the awarded item/s must remain fixed within the validity of the contract according to the law.

**1.8.** If there is any difference in specifications or remarks regarding the general or technical terms of the Tender, the bidder must mention that on the remarks column. However, NMSF has the right to accept or reject such remarks without giving reasons.

**1.9.** The quotation should include all information regarding the item: manufacture name, country of origin, delivery details, dosage form, shelf life, pack size (number of units "tab, amp, pcs," per carton), strength/concentration or measurement, manufacturer's batch size per unit, manufacturer and item registration status, storage conditions, …etc.).

**1.10.** Offers must be submitted electronically. The company should submit the tender documents in a sealed envelope/s in the tender box at NMSF tenders' hall building (B) ground floor, before or at 12:00 pm on Wednesday 11/11/2020.

**1.11.** No bid will be accepted after 12:00 pm of the closing date on Wednesday 11/11/2020.

**1.12.** The outer envelope/s should indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".

**1.13.** NMSF will assume no responsibility for the bid misplacement or premature opening of the unsealed or marked outer envelope/s as required by paragraph (1.12).

**1.14.** Agents are invited to witness the bid opening on Wednesday 11/11/2020.at 12:00 pm.

**1.15.** The laws of the Republic of Sudan are the applicable laws under which the contracts shall operate.

**1.16.** A written request to the General Procurement and Contracting Directorate to purchase the tender book by the interested eligible local agent upon payment of non-refundable fees of SDG 2**0, 000 (Twenty thousand SDG only).**

**1.17.** The local agent has full responsibility with regard to all claims that may be raised.

**1.18. Amendment of Tender documents**:

**1.18.1.** NMSF for any reason, whether at its own initiative or in response to clarification requested by a prospective bidder can amend the tender documents before the dead time for submission of bids.

**1.18.2.** The amendment will be notified officially and submitted by hand, e-mail to all prospective bidders, who have received the tender books.

**1.18.3.** In order to afford prospective bidders reasonable time to take the amendment into account in the preparation of their bids, NMSF may at its discretion, extend the deadline for the submission of bids.

**1.19.** The GM of NMSF reserves the right to accept or reject all bids and to annul the bid at any time prior to the award of contract without any liability or any obligation to inform the affected bidders of the NMSF action.

**1.20.** The notification of award will constitute the formation of the contract.

**1.21.** The contract should be signed within 15 days of the receipt of the contract form.

**1.22.** Failure of the awarded bidder to comply with the requirement of clause 1.21 should constitute sufficient grounds for the annulment of the award and confiscation of the bid guarantee.

**1.23.** No variation in or modification on the contract should be made after signature by the concerned parties, only upon acceptance of the two parties.

**1.24.** The agent must notify NMSF about goods arrival date and submit the shipping documents at least 5 working days before estimated arrival date in case of air delivery and 20 working days in sea delivery.

**1.24.1**. Packing list clearly written with full information and with details of quantities of each batch. In addition to:

**a.** Cartons should be numbered serially.

**b.** Incomplete cartons are not accepted, the quantity should be delivered with multiple of the pack size.

**c.** The pack size should be fixed through the tender.

**d.** Number of batches delivered must match the batch size stated in the offer.

**e.** Number of enclosed data loggers should be mentioned clearly with their serial numbers and locations.

**1.24.2.** Commercial invoice signed and stamped in full details, items names must be written in generic names with full specifications.

**1.24.3.** Certificate Of Origin (COO) certified as true and correct from the national Chamber of Commerce of the country of origin.

**1.24.4.** Certificate of analysis for each individual batch.

**1.24.5.** Air Way Bill (AWB), Bill of Lading (B/L) or Sea Way Bill (SWB) according to the mode of delivery in the award.

**1.24.6.** Expected date and time of arrival.

**1.25.** Clear instructions should be given to the shipper to clear the goods by a copy of the documents and:

**a.** Bank guarantee will be issued against this and the instruction of release should be submitted before at least 20 working days of goods arrival to Port Sudan; any delay to present the documents in time, the fees of the demurrage would be paid by the local agent.

**b.** The supplier is responsible for providing NMSF with all documents necessary for taking possession of supplies and clearing them. The supplier shall be held responsible for any expenses or losses incurred by incorrect, incomplete, or late provision of documents. NMSF has the right to withhold payments and/or cancel any outstanding transaction in the event of supplier default.

**c.** Tracking Number with details should be submitted immediately after submission of the document to the bank.

**1.26.** An unexcused delay by the supplier in the performance of his obligations will render him liable to any or all the following penalties:

a. Confiscation of its performance guarantee.

b. Imposition of liquidated damages.

**1.27.** All Tender documents are part of the contract agreement.

**1.28.** The General Director of NMSF is not bound to accept the lowest or any other bid.

## 2. Prices:

**QUOTATION SHOULD BE SUMBITTED ON THE BASIS OF AWARDED PORT OF DESTINATION AS STATED IN THE TENDER BOOK.**

**2.1.** Each company should quote CPT/CFR Incoterm 2020 price for each item.

**2.2.** Unit price and total amount (i.e. unit price × quantity) are to be quoted against each item in (€) **only**.

**2.3.** Unit price to be quoted for the specified smallest unit not more than four decimals (0.0000).

## 3. Payment:

Payment will be by L/C at sight issued by NMSF, or by Deferred Payment (D/A) or as agreed between NMSF and the local agent.

## 4. Bank Guarantee:

**4.1.** The covering letter should indicate the total amount of the bid as well as the value of the Bid Bond (Initial Bank Guarantee – IBG). This value must be according to the highest quoted price.

**4.2.** The bidder must submit a renewable Bid Bond (IBG) or certified cheque or Guarantee Letter from Insurance Company amounting to 2% of the total value of the highest bid. The Bid Bond must be issued by any Sudanese bank, valid at least for six months from the closing date (official CBOS rate value at the closing date).

**4.3.** The Bid Bond (IBG) presented after the closing date (Tender Deadline) will be neglected; and consequently, the company bid will be rejected.

**4.4.** IBG of Unsuccessful bidders will be returned as promptly as possible.

**4.5.** Winner Company shall submit a Performance Bond (Final Bank Guarantee), certified cheque, or Guarantee Letter from Insurance Company amounting to 10% by SDG of the total value of each item quantity requested. The Performance Bond must be submitted individually with Performa invoice valid for 12 months, which shall be renewed automatically until final delivery and acceptance of goods and it will be returned to company after complete delivery.

**4.6.** A Performance Bond, which must be established in favor of NMSF, through a local bank in Sudan, shall be submitted, in order to release the Bid Bond (IBG).

## 5. Deposit on Acceptance of Tender:

The Supplier shall, within 15 days of the acceptance of his bid, furnish NMSF with a guarantee from a local Bank for a sum equal to 10 % of the total money payable to NMSF on due fulfillment of his agreement calculated on the tender or a declaration from a Bank showing that the supplier has deposited with such Bank or Treasury such a sum and that such a guarantee or sum is held by the Bank or Treasury at the disposal of NMSF until such time as the supplier shall have completed his obligation to the satisfaction of the NMSF. Acceptance of a tender shall in all cases be conditional on receipt of the guarantee or declaration by NMSF within the prescribed period. Such guarantee or declaration shall be in the form prescribed by NMSF. The agreement hereby contemplated shall not be deemed to be operative unless and until such guarantee or declaration shall have been received by NMSF and NMSF shall have acknowledged receipt thereof in writing. Failure to deliver such guarantee or declaration within the prescribed time shall give the right to NMSF to withdraw its acceptance of the tender.

## 6. General Conditions:

**6.1.** While accepting any tender, NMSF GM has the right to modify the submitted quantities by increasing up to 50% or decreasing it by 20%.

**6.2.** The successful bidders must submit certificate of analysis to NMSF for each consignment for each individual batch.

**6.3.** Any Certificate of Analysis provided shall not bind NMSF as to its contents. The item concerned will be subjected to analysis which will be carried out by NMSF in the National Medicines Quality Control Laboratory (NMQCL) and the results of that analysis will be final and shall bind the NMSF and successful tenderer.

**6.4.** NMSF has the right to decide whether to accept compensation of items in terms of money or in kind compensation when the item awarded fails to pass (NMQCL) test/s.

**6.5.** Bidders must distinguish packages and labels of the item from those sold in the market by printing NMSF-Sudan, approved NMSF logo and Barcode.

## 7. Quality: Specifications, Labeling, Samples and Certificates:

The following specifications are required based upon requirements considered by the NMSF policy, as supporting good pharmacy practice, clearance of goods, and in support of general medicines use and management.

### 7.1. Technical Conditions:

**7.1.1.** Goods to be supplied must be strictly in accordance with the original samples/ artworks submitted with the bidder's offer that has been accepted by NMSF.

**7.1.2.** If it is internationally or locally reported that a certain medicine has adverse reactions (i.e. unsafe to be used) or technical problems, NMSF has the right to reject the remaining quantity of that medicine and refunded the amount if paid or to cancel it if not delivered.

**7.1.3.** The shipping documents of each consignee must be accompanied with full specifications of the items in generic name, an updated method of analysis, certificate of analysis for each batch, method of sterilization used and its reference, giving the full name and address of the manufacturer as well as the batch serial number of the products.

**7.1.4.** Valid certificate of registration for the manufacturer and for each item should be submitted.

**7.1.5.** Certificate of analysis from (NMQCL) for each item should be submitted.

**7.1.6.** Manufacturers should submit all supported certificates and stability study for all items.

**7.1.7.** The bidder should submit three non-returned samples for offered tender items according to NMBP requirements and NMSF law 2015 (Appendix 2) with commitment of supplying goods according to the submitted samples.

**7.1.8.** Letters "NMSF-Sudan", approved NMSF logo and barcode must be printed on the outer and inner pack for each individual unit of the awarded items.

**7.1.9.** All labeling requirements that have been stated by NMPB policy for registration of pharmaceutical products should be followed strictly. The company should provide all necessary information on the label of the inner pack, outer pack, export cartons of the items, full details of trade and generic names, strength, specification (European Pharmacopeia, International Pharmacopeia, BP and USP), the manufacturer name and address, country of origin, batch number and manufacture& expiry dates for each batch of the product, storage conditions, carton full details of pack size and dosage forms.

**7.1.10.** Packing list must show number of cartons, pallets, batch numbers, manufacture and expiry dates for the contents of each box or group of boxes.

**7.1.11.** Labeling of containers: The NMSF manager is of the opinion that good pharmacy practice and the efficient use of medicines by clinic staff and the public will be promoted by using Arabic as the language of instruction and directives on labels and documents. Please state in your QUOTATION whether you are in a position to provide documents and labeling of products and containers as indicated above. The containers (carton boxes) which are used to pack each medicines items for freight purposes must carry the following label, preferably in both English and Arabic: NMSF-Sudan and **الإمدادات الطبية** respectively.

**7.1.12.** The remaining shelf life should not be less than 75% for items when received in NMSF warehouses.

**7.1.13.** The companies should mention in their offers in details, the product components if a Cow source is used, and the name of these components.

**7.1.14.** All medicines must be shipped in temperature controlled containers, according to the following:

**7.1.15.** - The container temperature should not be more than 30° C for the items that can be stored at room temperature.

**7.1.16.** -The storage conditions stated on the label should be adhered to during storage and transport for items that need special storage conditions.

**7.1.17.** - USB Data loggers should be placed by the manufacturers with goods and mentioned in the packing list.

**7.1.18.** Any documents required at any time for quality, safety and efficacy for any item/s must submitted upon request.

**7.1.19.** All official preparations must comply with the latest editions of the internationally known Pharmacopoeias that have been recognized by NMPB i.e. (European Pharmacopeia, International Pharmacopeia, BP and USP) in the registration policy of pharmaceutical products 2009 (Appendix3).

**7.1.20.** All kinds of syrups, elixirs, powder for suspension and suspensions should be exported in well packed, screw capped bottles with a measuring device to be supplied with each bottle in the same pack. Number of units per export carton should not exceed 50 bottles (It can be packed as small cartons of 10 – 12 bottles and each 6 - 8 small cartons can be packed in a large one).

**7.1.21.** All liquid oral products must not contain alcohol. However percentage of alcohol, if any should be mentioned in the formula for all liquid preparations.

**7.1.22.** Packs should contain a leaflet in Arabic or both Arabic and English languages giving all information of the supplied medicines. It should carry the same information as approved by NMPB.

**7.1.23.** The generic name should be more prominent than the trade name.

**7.1.24.** Maximum number allowed is 5 batches per consignment to minimize the quality control samples and cost of analysis.

**7.1.25.** Offers and supporting documents should be addressed to Director General of NMSF, in a sealed envelope to:

**The Director General**

**National Medical Supplies Fund**

**Khartoum**

**Sudan**

**7.1.26.** Climatic and other conditions, to which the goods are exposed during the course of transit and storage, call for the highest quality of packing and casing of supplies. Offers, therefore, must provide for such packing as specified in the Tender document. Alternative packing may be quoted for separately.

**7.1.27.** Each company shall specify the most safe and scientific way for item disposal (destruction). The recommended way of disposal must be universally accredited and innocuous to environment.

### 7.2. Quality Assurance:

**7.2.1.** According to the regulations of NMPB, all items should pass the NATIONAL MEDICINES QUALITY CONTROL LABORATORY (**NMQCL**) TESTS.The Decision of the NMPB on the safety, efficacy, and quality of medicines is final and is not subject to dispute or arguments.

**7.2.2.** Items, which fail to pass the Quality Control tests; supplier should either replace them by item/s accepted by NMSF or refund the NMSF. The supplier **MUST** inform NMSF within not more than 15 working days about the option of compensation.

**7.2.3.** Names of original manufacturers and country of origin of the goods should be stated in the tender offer.

**7.2.4.** All labels must be in Arabic and/or English, permanently and firmly fixed and should bear the Tender name of the item or its international non-proprietary name if any.

**7.2.5.** Composition and dosage form must be shown on the label and enclosure in Arabic and/or English, and unless otherwise indicated by the NMSF in the Tender document, must be in metric measures.

**7.2.6.** Acceptance will be according to samples and artworks presented in the tender which should comply with the required specifications and description shown in the Tender offer against the item.

**7.2.7.** If the manufacturer had more rejected items and batches from the same manufacturing line all the items of this line will be rejected.

### 7.3. REHYDRATION FLUIDS AND BLOOD PLASMA SUBSTITUTES:

**7.3.1.** These fluids shall be packed according to specifications outlined against each item in the Tender Book.

**7.3.2.** These fluids should remain sterile, pyrogen free and clear, and free from any visible particles or particles when closely examined under a strong light against a black or white background during shelf life validity at ordinary room temperature ( below 30° C).

**7.3.3.** Administration sets should be sterile and individually packed inside sterile packs.

**Specification of infusion set:**

Infusion set for Solution Administration P.V.C., Disposable Sterile and Pyrogen Free Macro drip 20 drops/1ml, Hydrophobic Adequate Air Vent, Filter, Precision roller clamp flow regulator, Tubing not less than 1.5 meter and Diameter (I.D 3mm & O.D 4 mm), Fitted with Needle G21 to Luer Lock Device for Injection of drugs at distal end.

**7.3.4.** For Mannitol 20% infusion, the administrative set should be filter type.

**7.3.5.** Blood plasma substitutes shall comply with the following:

- **a.** It must be non-toxic and pyrogen-free and must not induce sensitization or antigenic reactions.
- **b.** The viscosity and osmotic pressure of infusion must be similar to those of plasma.
- **c.** It must not act as a diuretic.
- **d.** It should not disturb blood grouping reactions or unduly increase the erythrocyte sedimentation rate.
- **e.** It should be stable on storage during shelf-life at the temperature stated in the label.

**f.** The suppliers of **anti-sera, antitoxins and other preparations regarding immunity** etc. shall ensure that these items are imported and delivered under ideal refrigeration conditions to avoid any loss of activity and potency. Storage conditions and date of expiry should be indicated on the label. These items should be imported by air freight from freshly manufactured stocks.

**7.3.6.** All kinds of eye drops and ointments shall be supplied in individually packed containers with the leaflet.

**7.3.7.** Reference standard with minimum one year shelf-life not less than 100 mg with certificate and method of analysis should be submitted upon NMSF request & NMQCL analysis requirements.

## 8. Delivery

Delivery of all ordered goods should be completed within 24 months from the date of signing the contract and the schedule as agreed by NMSF and the awarded supplier officially.

## 9. Transportation

**9.1.** Shipments of products should be suitable for their purpose and appropriately equipped to prevent exposure of products to conditions that could affect their stability and packaging integrity, and to prevent any contamination.

**9.2.** Shipping by Sea Way Bill (Express Release Bill of Lading or **Straight Bill of Lading)** is preferable, if the manufacturer fail to ship by Sea Way Bill and instead shipped by Bill of Lading (BOL) he must arrange with the shipper to send permission letter to their shipping agent in Port Sudan to complete the clearance process by BOL Copy. This permission must be shared with all concerning shipping agent officers in Port Sudan and NMSF clearance department before 15 working days of expected arrival date.

**9.3.** Clearance Permission Period from the shipper after the shipment arrive Port Sudan must be at least 30 days for dry containers & 15 days for Reefer containers.

**9.4.** In case of shipping by Reefer containers you have to notify NMSF before 15 working days of expected arrival date.

## 10. Rejection, Termination and Recovery of Damages

**10.1.** If the Supplier shall at any time fail to perform or neglect to observe these conditions or shall become bankrupt or insolvent or make any arrangement with his creditors or for any reason become incapable of performing or observing the said conditions or if he shall deliver any goods which do not conform to the conditions of the contract as to safety, efficacy, quality, quantity or time of delivery, NMSF may forthwith terminate the agreement, without prejudice to any rights accruing or accrued to NMSF, and may forfeit and retain all moneys deposited in pursuance of conditions 5 or such part thereof as NMSF shall deem fit in respect of any neglect or default of the contractor either in full or part satisfaction of the claim of NMSF for damages in respect of any such neglect or default.

**10.2.** Without prejudice to the provisions of paragraph1 above and without prejudice to any right accruing or accrued to NMSF under this contract, NMSF may at any time whatsoever and at its own discretion:

**10.2.1** Reject any goods whatsoever found delivered by the contractor which shall not strictly conform to the conditions of contract as to safety, efficacy, quality, quantity, time of delivery or any other specification and in particular the specification contained in condition2 thereof and provisions pertaining to brand name of manufacturer and country of origin of the medicines and upon such rejection the supplier should immediately remove, at his own expense, all goods involved wherever they may be.

**10.2.2** Accept any goods which are found acceptable on analysis but which are not up to the required quantity, in part performance of the supplier's obligation in respect of such delivery, and

**10.2.3** Require the supplier to make good forthwith any shortage of goods occasioned by such rejection or by short delivery, or

**10.2.4** Purchase at the risk and expense of the supplier sufficient amount of such goods to cover the shortage of goods from any other source and recover from the contractor any loss incurred by NMSF in so doing.

**10.2.5** Recover damages in respect of any neglect or default of the contractor, notwithstanding acceptance of goods, not in accordance with the agreement and notwithstanding the continuation of the agreement provided that where the goods are delivered after the due date such damages shall be 5 % of the value of such goods for

each week or part of week of the due date, and the case of any other default or neglect, be such sum not exceeding 10 % of the sum deposited in pursuance of condition 5 as NMSF may determine.

**10.2.6** Without prejudice to any of its rights under the contract NMSF shall always be entitled to the refund of any sum of money paid for any accepted item if the whole or part of that item deteriorates or becomes unsuitable for its intended use during storage in NMSF stores or any health facility in which such items are kept, before the end of its specified expiry date, or before the end of two years after delivery in the case of expiry date.

**10.2.7** In every case in which money shall become payable to NMSF by the supplier by virtue of these conditions, the same may be recovered in whole or in part by the NMSF from the money deposited with it by the contractor in accordance with conditions 5 and the contractor shall thereupon forthwith deposit on every such occasion a further sum equal to the amount so recovered.

**10.2.8** All rejected products MUST be removed by the Local Agent from NMSF's stores within 5 working days after the date of receiving a written notification by the Local Agent. Any delay will affect reputation of the Local Agent and NMSF will dispose the goods 2 days later after the deadlines and the local agent must pay all expenses of the disposal. This action will not affect NMSF right in substitution of the disposed goods.

## 11. Specifications of Packaging:

**11.1.** Packages must be of strong materials and construction that can withstand rough handling and stacking **(cartons must be of five layers, three of double paper in between and two of corrugation)**.

**11.2.** All boxes and cartons must comply with the following specifications:

**11.2.1.** Carton must bear up to three meters height, without any effect on the durability, they should be appropriate strength and packed in such a way as to protect the items from damage or deterioration from rough handling in transit to or in the warehouse and distribution from warehouse by air, or land to remote destination within Sudan.

**11.2.2.** Carton must be in rectangular shape.

**11.3.** Each carton must be stenciled with item name as shown in the Tender documents, details of content, Tender Number, item Number, case/carton Number, Carton net and gross weight in kg, Carton dimension and NMSF-Sudan.

**11.4.** Each batch of each item must be packed in separate carton(s) and must be clearly identified from other batches.

**11.5.** Each item should be shipped in pallets and wrapped with plastic not exceeding one ton per pallet, and height not exceeding two and half meters and each pallet should contain only one batch.

**11.6.** Items should be shipped in wooden Euro pallet size 120cm*80cm.

**11.7.** Handling and Storage symbols (e.g. handle with care, protect from rain symbols …etc) should be marked Cleary in the outer shipping pack.

**11.8.** Items with different strengths and measurements should be differentiated by colors or symbols e.g. gloves, catheters, etc.

## 12. NOTICE:

THE ATTENTION OF ALL BIDDERS IS DRAWN TO THE COMPLIANCE WITH THE MEDICINES AND POISONS ACT 2009 AND ITS REGULATIONS: ALL BIDDERS FOR ITEMS OF MEDICINES AND PHARMACEUTICALS SHOULD BE IN POSSESSION OF A VALID WHOLESALER LICENCE (A) AS SPECIFIED BY THE LAW LICEINGING OF PHARMACUTICAL PREMISES. ALL MEDICINES SHOULD BE REGISTERED AND A VALID CERTIFICATE OF REGISTRATION SHOULD BE SUBMITTED FOR EACH ITEM.

## 13. Penalties:

**13.1.** If the required pro-forma invoice and the Performance Bond are delayed in submission, in the correct and proper way, more than 15 days from the date of award notification, the NMSF has the right to confiscate the whole initial bank guarantee.

**13.2.** Withdrawal of quotation after opening envelope or after award notification, shall consequently lead to confiscation of the Bid Bond.

**13.3.** In case the bidder fails to fulfill his obligations, the NMSF shall have the right either to reject or accept the goods. After 4 week delay period, the NMSF reserves the right to confiscate the Performance Bond, and cancel the purchase order.

**13.4.** If the delivered item (s) are not conforming to the specifications, tender's terms and conditions; or if they are not in accordance with the accepted bid or the country of origin, the bidder shall be responsible to replace the whole quantities within two months from the date of rejection .

**13.5.** If physical change occurs in the specification of any item batch during storage period and within the shelf life, the supplier shall be responsible to ship back the defected quantity at his own expenses. Nevertheless, he or she must replace the same item or by other item(s) accepted by NMSF within two months from date of intimation.

**13.6.** If the company fails to supply the replaced quantity within the specified period, NMSF reserves the right to confiscate the Performance Bond.

**13.7.** If the company repeats the same discrepancy for the same item, then NMSF has the right to cancel the ordered quantity and to make claim for the paid amount and lead to confiscation of the Bid Bond.

**13.8.** All bidders should send, within one month from the date of award, a renewal authorization letter, authenticated by the Sudan Embassy in the country of origin, to their local agents in Sudan in order to contact the General Directorate of Procurement at the NMSF, so as to avoid any delay in signing the contract, or any applicable delay penalties.

**13.9.** In case of other violations that might have negative consequences, at its discretion NMSF have the right to apply the laws and all regulations applicable in Sudan.

## 14. Arbitration:

**14.1.** Arbitration must be Alignment according to Sudanese arbitration act 2005.

**14.2.** Any disputes arising between the NMSF and the supplier in connection with the Agreement between them or with respect to the interpretation or application thereof shall be referred for decision to an arbitral tribunal to be constituted in the following manner:

**14.3.** Each party shall appoint an arbitrator within thirty days of the receipt by either party of a notice in writing from the other party of his intention to refer the dispute to arbitration.

**14.3.1.** The two arbitrators shall then agree upon a third arbitrator. The three shall constitute the arbitral tribunal. If either party fails to nominate its arbitrator or the two arbitrators, as the case may be, the arbitrator shall be appointed by the chief justice of Sudan

upon application being made to him/her on behalf of or by either party, to make up the number of arbitrators to three.

**14.3.2.** The arbitrators will make their award by a majority vote. The award shall be final and binding on both parties.

**14.3.3.** All arbitral proceedings under this condition shall be conducted in Sudan.

**14.3.4.** Disputes on safety, efficacy and quality issues should be decided upon by the National Medicines and Poisons Board in Sudan and its decision should be final and binding to both parties (NMSF and Supplier)

**14.4.** Law Applicable and Jurisdiction: The Agreement shall be governed and construed in accordance with the laws of Sudan and the courts of Sudan shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of the agreements or connection therewith.

## 15. Clarification Request

- A supplier that has been left out the tender has the right to know the reasons for exclusion, by a written request at any time after the date of announcement of the award & the feeding – back for this request has to be carried immediately.

## 16. Appeal

- A supplier that has been left out the tender has the right to submit appeal, by a written request within two weeks (15 days) from the date of announcement of final award, and no any request will be seen after the specified period.

**Note:**

Bidder, Tenderer, Supplier, Company and Manufacturer are used interchangeably.

**Dr. Yousif Adam Ahmed Sabeel**

**Director of General Directorate of Procurement and Contracting**