INVITATION TO BID

Procurement of Medicines and Health Commodities

For The Federal Ministry of Health and the National Medical Supplies Fund in Sudan

ITB/Ref/GFATM05-2016

Sudan

United Nations Development Programme
April 2016

Section 1. Letter of Invitation

Copenhagen, Denmark
20 April 2016

ITB/Ref/GFATM05-2016

Procurement of Medicines and Health Commodities

Dear Bidders,

The Federal Ministry of Health (FMOH)/National Medical Supplies Fund (NMSF) of Sudan in cooperation with the United Nations Development Programme (UNDP) invite bids for the supply of medicines, medical and laboratory equipment and consumables as needed to enhance treatment of patients in The Republic of The Sudan.

UNDP hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject. The purpose of this ITB is meet the above objective through the establishment of Long Term Agreements (LTAs) for the sustained supply of medicines, medical and laboratory equipment and consumables through UNDP for delivery during the period 2016-2017.

As a result of this ITB, UNDP will work with selected manufacturers to establish procurement arrangements that best meet the requirements of both parties for ensuring that the demand of the NMSF is met. These LTAs will provide the basis on which Purchase Orders are made for specific medicines, medical and laboratory equipment and consumable deliveries throughout the period.

This ITB includes the following documents:

Section 1 – This Letter of Invitation
Section 2 – Instructions to Bidders (including Data Sheet)
Section 3 – Schedule of Requirements and Technical Specifications
Section 4 – Bid Submission Form
Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
Section 6 – Technical Bid Form
Section 7 – Price Schedule Form
Section 8 – Product Questionnaire
Section 9 – Model Long Term Agreement
Section 10 – General Terms and Conditions for Goods

Your offer, comprising of a Bid Submission Form, Technical Bid, Price Schedule and Product Questionnaire (per product), together transmitted via email, should be submitted in accordance with Section 2.

You are kindly requested to submit a communication to UNDP on the following e-mail address advising whether your company intends to submit a BID.

United Nations Development Programme
gitanjali.sakhuja@undp.org

The communication should be received, preferably, by UNDP no later than Close of Business, 11 May 2016, 16:00 Copenhagen local time. If you choose not to submit a BID in response to this ITB, UNDP would appreciate your indicating the reason, for our records.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP's procurement opportunities.

Yours sincerely,

Guy Rino Meyers
PSM Team Leader
UNDP Global Fund/Health Implementation Support Team

Section 2: Instruction to Bidders

Definitions

a) *"Bid"* refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.

b) *"Bidder"* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.

c) *"Contract"* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.

d) "*Country"* refers to the country indicated in the Data Sheet.

e) *"Data Sheet"* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.

f) *"Day"* refers to calendar day.

g) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.

h) *"Government"* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.

i) *"Instructions to Bidders"* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid

j) *"ITB"* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.

k) *"LOI"* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.

l) *"Material Deviation"* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.

m) *"Schedule of Requirements and Technical Specifications"* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

n) *"Services"* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.

o) "*Supplemental Information to the ITB"* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.

2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.

3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.

4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. Refer to the following links for the relevant policies:

   http://www.undp.org/content/dam/undp/library/corporate/Procurement/english/Procurement%20Fraud%20Notice.pdf

   and

   http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;

5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or

5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:
   6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
   6.2 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.undp.org/content/dam/undp/img/corporate/procurement/UN%20Supplier%20Code%20of%20Conduct.pdf

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

9.1 Bid Submission Cover Letter Form (see ITB Section 4);
9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
9.3 Technical Bid (see prescribed form in ITB Section 6);
9.4 Price Schedule (see prescribed form in ITB Section 7);
9.5 Product Questionnaire per product offered (see prescribed form in ITB Section 8); and
9.6 Attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing,

transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.

10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).

11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both

domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18and DS No. 26 for further details).The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS no.29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids:

a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs)of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the

justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and

17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have <u>any</u> of the following:

a) they have at least one controlling partner, director or shareholder in common; or
b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
c) they have the same legal representative for purposes of this ITB; or

d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

a) Submit another Bid, either in its own capacity; nor
b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

a) Those that were undertaken together by the joint venture; and
b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS no. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule **must** be submitted together by an electronic method of transmission addressed to UNDP as specified in the **Data Sheet** (DS no.20).

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS no. 22 and 23).When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19)**.** In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a

document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 10.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no.20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or MODIFICATION".

25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late

submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
c) Inquiry and reference checking with Government entities with jurisdiction on the bidder,

or any other entity that may have done business with the bidder;

d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.5 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an

obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

34. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

The quantities outlined in this Invitation to Bid are estimated forecasts for the total requirements for the durations of the LTA(s). The estimates are provided in good faith and shall not in any way be deemed to be commitments on the part of UNDP regarding any quantity for future purchase.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Long Term Agreement, the successful Bidder shall sign and date the Long Term Agreement and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Long Term Agreement to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section

9and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs).In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

Instructions to Bidders

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail**.**

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Procurement Support Services to the Federal Ministry of Health of Sudan
2		Title of Goods/Services/Work Required:	**Establishment of Long Term Agreements for the sustained, uninterrupted supply of affordable medicines, medical and laboratory equipment and consumables of assured quality**
3		Country:	Sudan
4	C.13	Language of the Bid:	☒ English ☐ French ☐ Spanish ☐ Others (pls. specify)
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	☒ Allowed The Bidders shall not be required to quote for all products. However, Bidders are encourage to quote for as many products as possible.
6	C.20	Conditions for Submitting Alternative Bid	☐ Shall not be considered ☒ Shall be considered. A Bidder may submit an alternative Bid for packaging presentations (e.g., blister pack vs. bottles, tablets vs. capsules) only. Alternative Bids must meet the base case (i.e., compliance with the product specifications requested by UNDP in this ITB). Alternative bids to product specifications will NOT be accepted. UNDP shall only consider the alternative Bids offered by the Bidder whose Bid for the base case was determined to be the Bid with the highest evaluated score.

7	C.22	A pre-Bid conference will be held on:	n/a
8	C.21.1	Period of Bid Validity commencing on the submission date	☐60 days ☐90 days ☒120 days
9	B.9.5 C.15.4 b)	Bid Security	n/a
10	B.9.5	Acceptable forms of Bid Security	n/a
11	B.9.5 C.15.4 a)	Validity of Bid Security	n/a
12		Advanced Payment upon signing of contract	☒ Not allowed
13		Liquidated Damages	☐ Will not be imposed ☒ Will be imposed under the following conditions: If the Supplier fails to supply the specified goods within the time period(s) stipulated in the individual Purchase Orders, the Purchaser shall without prejudice to its other remedies under the contract, deduct the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 to 3 percent (to be specified in the individual PO) of the price of the complete consignment for each day of delay until actual delivery, up to maxi um deduction of 10% of the Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the PO.
14	F.37	Performance Security	☐ Required Amount :_____

			Form:_____ ☒ Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	☒ United States Dollars (US$) ☒ Euro ☐ Local Currency *Reference date for determining UN Operational Exchange Rate : 15 April 2016*
16	B.10.1	Deadline for submitting requests for clarifications/ questions	5 working days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Gitanjali Sakhuja, Procurement Specialist, HIV, Health & Development Group E-mail address dedicated for this purpose: *gitanjali.sakhuja@**undp**.org*
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	☐ Direct communication to prospective Bidders by email or fax ☒ Direct communication to prospective Bidders by email or fax, and Posting on the website[1] **http://procurement-notices.undp.org as well on the UNGM supplier database**
19	D.23.3	No. of copies of Bid that must be submitted	Original : 1 Copies : 0
20	D.23.1 b) D.23.2 D.24	Bid submission address	**pso.bidtender@undp.org**
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: **Wednesday, 11 May 2016 16.00 Hours Copenhagen local time.**
22	D.23.2	Manner of Submitting Bid	☒ Electronic submission of Bid for technical and financial offers ☐ Courier/Hand Delivery

[1] *Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.*

23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	☒Official Address for e-submission: **pso.bidtender@undp.org** ☒Format: PDF files preferred in **ZIP archives only.** ☒Max. File Size per transmission: *[totality of all attachments to email cannot exceed 25 MB]* ☒Max. No. of transmission : *[3]* ☒No. of copies to be transmitted : *[1]* ☒Mandatory subject of email: ***ITB/Ref/GFATM05-2016 Procurement of Medicines and Health Commodities for Sudan*** ☒Virus Scanning Software to be Used prior to transmission: *[Files should not contain any viruses or malware software.]* ☒Digital Certification/Signature: *[if needed]* ☒Time Zone to be Recognized: *[Copenhagen + 1]* ☒Other conditions: ***Bidders are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the bid being rejected.***
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: Thursday, 12 May 2016 10.00 Hours Copenhagen local time. United Nations Development Programme (UNDP) Procurement Support Office Bid / Tender Unit Marmorvej 51, 2100 Copenhagen Ø, Denmark **Any bidder that intends to participate in the public bid opening shall notify Arvis Vilcins (arvis.vilcins@undp.org) at least 24 hours in advance.**
25		Evaluation method to be used in selecting the most responsive Bid	☒Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and ☒Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	☒ Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured

			☒ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation ☒ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ☒ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ☒Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures ☒ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder ☒ Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer ☒ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past *3 years* ☒ All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
27		Other documents that must be Submitted to Establish Eligibility	▪ Bid Submission Form (attached as Section 4) ▪ Technical Bid Form (attached as Section 6) ▪ Price Schedule Form (attached as Section 7) ▪ Product Questionnaire (attached as Section 8) completed per product offered and annexed: o Package insert and patient information leaflet (inclusive of SRA approval)

			○ Certificate of Pharmaceutical Product (CPP) according to the WHO Certification Scheme ○ Registration certificate from the SRA ○ Registration certificate from the National Medicines Poisons Board in The Sudan, where applicable ○ GMP certificate by WHO, SRA, PIC.s or UN Agency ○ List of countries where product is registered, including the specific product name and license number in each country
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	As per DS # 26 and 27.
29	C.15.2	Latest Expected date for commencement of Contract	*September 30, 2016*
30	C.15.2	Maximum Expected duration of contract	UNDP intends to establish Long Term Agreements (LTAs) for an initial period of 24 months, with the option to extend for an additional 12 month term.
31		UNDP will award the contract to:	☐ One Bidder only ☒ One or more Bidders, depending on the following factors: lowest-priced technically responsive offer <u>per product.</u>
32	F.34	Criteria for the Award and Evaluation of Bid	**<u>Bid Evaluation & Award Criteria</u>** ☒ Non-Discretionary "Pass/Fail" Qualifying Criteria as stated in Data Sheet Item No: 26 and 27; and ☒ Lowest price offer of technically qualified/responsive Bid ☒Minimum no. of years of experience in similar nature and size contracts: 3 *years* ☒Minimum annual turnover over the past *2 years* shall equal to no less than 75% of the total price offer*;* ☒ Minimum no. of similar projects undertaken **<u>3 purchase orders / contracts</u>** awarded and served **<u>within the past 3 years</u>** proving relevant

			<u>international experience</u> in supplying the items offered in response to this ITB. ☒Full compliance of Bid to the Technical Requirements (attached as Section 3). For evaluation purposes, pricing will be evaluated on basis of CIP (named airport) prices will be factored as per tables in Section 7: Price Schedule Form, in order to consider applicable prices for consolidated volume procurement. CPT prices are solicited should sea freighting options provide advantages over air transport.
33	E.29	Post qualification Actions	☒Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ☒Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; ☒Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	☐ UNDP's receipt of Performance Bond ☐ UNDP's receipt of Professional Indemnity Insurance ☒ Others *Key Performance Indicators (KPIs) –for timeliness of delivery (target is 90%) and communication & status updates (target is 100%) will be assessed for each order and/or delivery by UNDP Sudan Country Office. Failure to meet UNDP's expectations may result in a termination of the LTA.*
35		Other Information Related to the ITB	Administrative Requirements: Submitted offers will be reviewed on a "Pass" or "Fail" basis to determine compliance with the below formal criteria/requirements: ☒ Offers must be submitted within the stipulated deadline; ☒ Offers must meet required Offer Validity ☒ Offers have been signed by the proper authority ☒Full compliance and agreement with UNDP

			General terms and conditions available by the link: http://www.undp.org/content/undp/en/home/operations/procurement/how_we_buy/contract_terms/

Section 3: Technical Specifications

A. Schedule of Requirements

Procurement Support Services to the Federal Ministry of Health of Sudan

The National Medical Supplies Fund (NMSF) in Sudan was established in 1991 as a semi-autonomous organization to facilitate the selection, procurement, storage and distribution of medical supplies for the public sector. NMSF is responsible for all activities related to the supply of medicines, biologicals and medical and laboratory equipment and consumables for all government health facilities (more than 5,000) at both central and state levels in the Republic of the Sudan.

In Sudan, procurement of medicines and other health commodities for the public sector is challenged by lack of access to convertible currency and international banking transactions.[2] Since mid-2013, NMSF's ability to do international banking transactions has been dramatically hindered as a result of changes in the international banking behavior, fueled by the limited accessibility of the NMSF to many international drug companies. As a result, the capacity of the NMSF to avail high quality life-saving medicines and other health commodities has been impacted.

Given UNDP's significant role and global experience in supporting governments with large-scale health partnerships, the Ministry of Health has approached UNDP to provide Procurement Support Services.

B. UNDP's Procurement Objectives

a. To provide consistent, uninterrupted supply to Sudan.
b. Maintain a healthy market with multiple suppliers of each medicines, medical and laboratory equipment and consumables.
c. To provide manufacturers with the most accurate possible forecasts for 2016 and 2017 so that manufacturers can in turn make and implement accurate production plans to meet UNDP's demand.
d. To achieve affordable prices for The Republic of The Sudan.

[2] This is not only an issue for the public sector procurement in Sudan, but also other developingcountries, particularly in Sub-Saharan Africa where governments in many cases may not be in a position easily to provide foreign currency (Wang'Ombe and Mwabu 1987; Knippenberg et al 1997).

C. Required Medicines, Medical and Laboratory Equipment and Consumables

Item #	Pharmaceutical Substance (INN)	Route of Administration	Dosage Form	Strength	Unit of Measure (UOM)	Total Quantity in UOM	QTY w/ETA Sep 2016	QTY w/ETA Jun 2017	QTY w/ETA Aug 2017
1	Aciclovir	Injection	vial	250mg (as sodium salt)	Vial	17,000	9,000	8,000	
2	Adrenaline	Injection	1 ml ampoule	1mg/ml	Ampoule	600,000	300,000		300,000
3	Adult Haemodialysis Kit compatible to Gambro Machine	see kit components below			Kit	110,000	60,000	50,000	0
4	Albumin (Human) 20%	Injection	100 ml infusion bottle	20g	Bottle	10,000	0	10,000	
5	Amiodarone	Injection	3ml ampoule	50mg (hydrochloride)/ml	Ampoule	20,000	10,000	10,000	
6	Antihemophilic Factor/von Willebrand Factor Complex (Human)	Injection	vial	500 IU	Vial	12,000	6,000		6,000
7	Antihemophilic Factor/von Willebrand Factor Complex (Human)	Injection	vial	250 IU	Vial	2,000	1,000		1,000
8	Atropine	Injection	1ml ampoule	1mg (sulfate)	Ampoule	700,000	350,000		350,000
9	Carbamazepine	oral administration	100ml bottle	100 mg/5ml	Bottle	30,000	15,000	15,000	
10	Ceftazidime	Injection	vial	250mg (as pentahydrate)	Vial	40,000	40,000		
11	Cefuroxime	Injection	vial	750mg	Vial	500,000	500,000		
12	Clopidogrel*	oral administration	tablet	75mg (as hydrogen sulfate)	Tablet	340,000	100,000	140,000	100,000
13	Dexamethasone	Injection	1ml ampoule	4 mg (as sodium phosphate)/ml	Ampoule	2,000,000	1,000,000		1,000,000
14	Digoxin	Injection	2ml ampoule	250 µg/ml	Ampoule	40,000	14,000	16,000	10,000
15	Enoxaparin sodium	Injection	solution for injection	20mg (equivalent to 2,000 IU anti-Xa activity)	Pre Filled Syringe	80,000	40,000		40,000
16	Enoxaparin sodium	Injection	solution for injection	40mg (equivalent to 4,000 IU anti-Xa activity)	Pre Filled Syringe	80,000	40,000		40,000
17	Enoxaparin sodium	Injection	solution for injection	60mg (equivalent to 6,000 IU anti-Xa activity)	Pre Filled Syringe	60,000	30,000		30,000
18	Enoxaparin sodium	Injection	solution for injection	80mg (equivalent to 8,000 IU anti-Xa activity)	Pre Filled Syringe	80,000	40,000		40,000
19	Ephedrine Hydrochloride	Injection	1ml ampoule	30mg/ml	Ampoule	700,000	350,000		350,000
20	Furosemide	Injection	2ml ampoule	10mg/ml	Ampoule	3,000,000	1,000,000	1,000,000	1,000,000
21	Heparin sodium	Injection	1ml ampoule	5000 IU/ml	Vial	1,000,000		1,000,000	0
22	Hydralazine	Injection	2ml ampoule	20 mg (hydrochloride)	Ampoule	30,000		30,000	
23	Hydrocortisone	Injection	vial	100 mg (as sodium succinate)	Vial	3,000,000	1,000,000	1,000,000	1,000,000
24	Immune Globulin Intravenous	Injection	vial	5gm	Bottle	5,000	3,000		2,000
25	Insulin injection (soluble)	Injection	10ml vial	100 IU/ml	Vial	30,000		15,000	15,000
26	Intermediate-acting insulin	Injection	10ml vial (as isophane insulin)	100 IU/ml	Vial	200,000		100,000	100,000
27	Intermediate-acting insulin	Injection	10ml vial (as compound insulin zinc suspension)	100 IU/ml	Vial	8,000		4,000	4,000
28	Ketamine	Injection	10 ml vial	50 mg(as hydrochloride)/ml	Vial	100,000		100,000	0
29	Levothyroxine (sodium salt)	oral administration	tablet	50µg	Tablet	7,500,000	3,700,000	3,800,000	
30	Levothyroxine (sodium salt)	oral administration	tablet	100µg	Tablet	7,500,000	5,000,000	2,500,000	
31	Noradrenaline	Injection	1ml ampoule	2 mg(acid tartrate)/ml	Ampoule	200,000		100,000	100,000
32	Ondansterone	Injection	2ml ampoule	2mg (as hydrochloride)/ml	Ampoule	100,000	50,000	50,000	
33	Oxytocin	Injection	1 ml ampoule	10 IU/ml	Ampoule	1,000,000		1,000,000	0
34	Phenytoin	Injection	5 ml ampoule	50 mg (sodium salt)/ml	Ampoule	200,000		100,000	100,000
35	Ranitidine	Injection	2ml ampoule	25mg/ml	Ampoule	50,000	20,000	30,000	
36	Salbutamol Sulphate	oral administration	60ml bottle	2 mg/5ml	Bottle	1,000,000	350,000	400,000	250,000
37	Salbutamol Sulphate	oral administration	metered dose aerosol (200 count)	100µg	Canister	500,000	300,000	200,000	0
38	Salbutamol Sulphate	oral administration	20ml bottle	5mg/ml	Bottle	250,000	100,000	80,000	70,000
39	Sirolimus*	oral administration	capsule	1mg	Capsule	15,000		15,000	0
40	Sodium Valproate	oral administration	300ml bottle	200mg/5ml	Bottle	10,000	5,000	5,000	
41	Somatropin	Injection	vial	4 IU (1.33mg)	Pre Filled Syringe	3,500	3,500		
42	Tacrolimus*	oral administration	capsule	0.5mg	Capsule	150,000	150,000		
43	Tacrolimus*	oral administration	capsule	1 mg	Capsule	1,000,000	1,000,000		
44	Tacrolimus*	oral administration	capsule	5 mg	Capsule	30,000	30,000		
45	Terlipressin acetate	Injection	vial	1mg	Vial	7,500		3,500	4,000
46	Valproic acid (sodium valproate)*	oral administration	enteric coated tablet	200mg (sodium salt)	Tablet	3,000,000	1,500,000	1,000,000	500,000
47	Valproic acid (sodium valproate)*	oral administration	enteric coated tablet	500mg (sodium salt)	Tablet	800,000	400,000	400,000	0
48	Warfarin (sodium salt)*	oral administration	tablet	1mg	Tablet	2,000,000	750,000	750,000	500,000
49	Warfarin (sodium salt)*	oral administration	tablet	3mg	Tablet	2,500,000	1,000,000	1,000,000	500,000
50	Warfarin (sodium salt)*	oral administration	tablet	5mg	Tablet	1,300,000	400,000	600,000	300,000

(*) blisters packaging presentation preferable

Item 3 - Composition of the Adult Hemodialysis Kit

DIALYSERS	*Membrane material*	Polysulphone or International Known Material
	Sterilization method	International method of sterilization
	Approved by	International Quality Certificate
	Effective surface (m2)	1.7mm²
HEMODIALYSIS BLOOD TUBING SETS	*Venous chamber diameter*	Ø22 mm
	Sterilization	Sterile & Pyrogen Free
	Material	Flexible
	Includes	Universal – compatible to all machines
		Color coded dialyzer connectors
		Color coded injection sites
		Color coded coupling leur lock
		Spike
STERILIZED FISTULA NEEDLES	**Arterial Needle**	
	▪ Needle gauge	15 - 16 mm for adult
	▪ Tubing length	150mm or equivalent
	▪ Sharp tip and the rounded trailing edge ensure optimal conditions during venopuncture	
	Venous Needle	
	▪ Needle gauge	15 - 16 mm for adult
	▪ Tubing length	150mm or equivalent
	▪ Sharp tip and the rounded trailing edge ensure optimal conditions during venopuncture	
Cartridge of Bicarbonate Powder	600g - 750g weight powder	

D. Procurement Arrangements

The objective of this Invitation to Bid is to establish non-exclusive Long Terms Arrangements (LTAs) with multiple Suppliers for the procurement of the above-mentioned medicines, medical and laboratory equipment and consumables as required from time to time during the term of the LTA. It will be a provision of such LTA(s), that UNDP will not be committed to purchase any minimum quantity of these items. UNDP shall not be liable for any cost in the event that no purchases are made under any resulting LTAs.

LTA(s) will be established for an initial period of 24 months with a possible extension for an additional 12 months, subject to performance review.

The establishment of the LTA(s) themselves will be made between UNDP's Procurement Support Office based in New York and the Supplier(s).

The quantities outlined in this Invitation to Bid are estimated forecasts for the total requirements for the durations of the LTA(s). The estimates are provided in good faith and shall not in any way be deemed to be commitments on the part of UNDP regarding any quantity for future purchase.

Any resulting LTA(s) intend to cover deliveries into Sudan during the period 2016-2017.

E. Purchase Order Placement

Purchases will be made against Purchase Orders to be issued by the UNDP Sudan Country Office in accordance with the terms and conditions of any resulting LTA(s). Actual quantities to be purchased will vary from Purchase Order to Purchase Order.

Receipt of a Purchase Order from UNDP Sudan Country Office must be acknowledged by the LTA holder via email within a maximum of five business days of its receipt.

Purchase orders must be confirmed to UNDP Sudan Country Office no later than 10 business days from its receipt. The order confirmation should include the following information: confirmation of supplies, confirmation of order delivery time and any other relevant information requested by UNDP Sudan Country Office.

All products supplied under this ITB must comply with the following minimum packaging, labelling and quality assurance requirements. These requirements will further be included in each LTA entered into pursuant to this ITB.

F. Quality Assurance Requirements

In the context of this ITB, UNDP will procure medicines, medical and laboratory equipment and consumables that have been approved by a Stringent Drug Regulatory Authority (SRA) as defined by WHO.[3]

[3]The national drug regulatory authorities which are members or observers or associates of the International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use (ICH) are considered as Stringent

The supplier shall ensure that all supplier products proposed under this ITB will strictly comply with of the relevant SRA (as the case may be) approved products (manufacturing site, API source, manufacturing process, specifications, packaging material), WHO or SRA Good Manufacturing Process (GMP) Requirements (as the case may be) and requirements relating to quality, safety and efficacy of the relevant supplier product.

1. Pharmacopoeia. Supplier products shall comply with the standards of the current edition of the United States Pharmacopoeia, British Pharmacopoeia, or the International Pharmacopoeia in which the relevant Product Formulations for such supplier products are cited. For any supplier product where the related Product Formulation is not cited in these pharmacopoeias, the Supplier Product shall comply with the supplier's specifications and validated methods including for safety, quality, and efficacy as submitted to the relevant SDRA.

2. Registration. UNDP will evaluate Bids for medicines, medical and laboratory equipment and consumables registered with the National Medicines and Poisons Board (NMPB) of the Republic of Sudan and those non-registered. Items that are registered with the NMPB must strictly comply with of their approved status (manufacturing site, API source, manufacturing process, specifications, packaging material), WHO or SRA Good Manufacturing Process (GMP) Requirements (as the case may be) and requirements relating to quality, safety and efficacy of the relevant supplier product. Non-registered products; must meet the quality standards mentioned above.

3. Shelf Life. Supplier products shall comply with the shelf life approved by the relevant SRA (if unregistered) or by the NMPB (where registered). UNDP requires a minimum of 85% remaining shelf life at the date of dispatch and not less than 75 % remaining shelf life on arrival to The Sudan. LTA holders will be required to *confirm* the remaining shelf life agreed between the Supplier and the UNDP Sudan Country Office as specified in the relevant Purchase Order.

G. Delivery Requirements

Further to the Schedule of Requirements above-mentioned, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Term [INCOTERMS 2010]	CIP, Khartoum Airport CPT, Port Sudan

Regulatory Authority (SRA). For details on ICH, please look at www.ich.org

Consignee Details	The final consignee for all products is; NATIONAL MEDICAL SUPPLIES FUND P.O. BOX 297, KHARTOUM, SUDAN TEL: +249 183 461765 – 491009 – 489210 FAX: +249 183 460935 – 460723 – 491008 **Contact Person :** Dr. Nawal Eltahir Bakri **Phone:** +24991822002 & +249122289222 **Email:** nawal.eltahir@nmsf.gov.sd	
Mode of Transport Preferred	☒AIR	☐LAND
	☒SEA	☐OTHER *[pls. specify]*
Shipping documents	(a) Itemised invoice (b) Packing list (c) Certificate of Analysis (d) Certificate of Origin (e) Air Way Bill (air shipments)/Bill of Lading (sea shipments) Shipping documents shall be provided 15 business days in advance of dispatch to the NMSF to enable customs clearance and simultaneously a copy issued to the UNDP Sudan Country Office.	
Pre-shipment inspection	A pre-shipment inspection may be carried out by UNDP or its representative for verification of quality, quantity, packing, labeling, marking and sampling. In cases when pre-shipment inspection is required, the corresponding Purchase Order will specify this condition.	
Inspection upon delivery	NMSF will conduct a physical inspection upon delivery.	
Payment Terms	30 days net per Section 10 – General Terms & Conditions The LTA holder shall submit invoices to UNDP Sudan Country Office for all Goods ordered and delivered to NMSF, the quantities invoiced, namely: (a) Itemised invoice (original) (b) Packing list (c) Air Way Bill (air shipments)/Bill of Lading (sea shipments) In the event any post-shipment QC testing is required, satisfactory testing results are a prerequisite for payment release.	

H. Product and Packaging Requirements

The packaging, labelling and accompanying material for each supplier product shall be in compliance with any Applicable Laws of the relevant countries, and with the materials and labels approved by a Stringent Regulatory Authority during the assessment of the said products strictly in line with Stringent Drug Regulatory Authority (SDRA), Good Manufacturing Process (GMP) Requirements (as the case may be) as

well as sound international practices for the packaging and labelling of such supplier product in addition to further instructions specified in the Purchase Order.

Supplier products shall be packaged in closed and sealed pharmaceutical storage containers of export quality, ensuring that the containers adequately protect supplier products while they are in transit by air, sea and/or road, stored in warehouses or on pharmacy shelves under conditions expected to prevail in The Sudan.

In addition to any other applicable requirements, the following shipping marks must be provided for each shipping unit (e.g., collie/carton/box/pallet) at minimum:

- UNDP Purchase Order Number (optional for inner boxes)
- Description of contents
- Quantity per carton
- Carton numbering e.g. carton 1/40
- Gross Weight
- Cubic Measurement
- Batch Number Reference
- Manufacturing Date
- Expiry Date
- Clear marking/instructions with regard to special handling or storage conditions
- Clear marking if USB data loggers are included in the place (as an example “USB data logger is included in the box”)

No carton may contain items from more than one manufacturing batch. Cartons containing non-uniform contents must be specially marked with red at the top corners. No carton shall contain more than 1 batch.

Bidders are requested to confirm that UNDP requirements for packing and marking shall be respected.

I. Artwork, Leaflets and Labelling

Artwork, leaflets, and labelling for all medicines, medical and laboratory equipment and consumables must be fully compliant with provisions of market authorizations if medicines are registered in The Sudan or the relevant SRA approval if the medicines are not registered in The Sudan.

Bidders are requested to confirm that UNDP requirements for artwork and labelling in The Sudan benefiting from the proposed LTAs shall be respected.

J. Temperature Monitoring

International shipments must include USB data loggers to monitor temperature conditions from the supplier’s warehouse to the destination entry port.

Data loggers should be activated, set up with adequate alarm levels and placed inside a box with the products. The boxes with data loggers should be clearly identified with bright color stickers (ideally orange).

Air Shipments. The number of data loggers should be 1 if shipment has 5 or less boxes, 2 if shipment has

more than 5 boxes. If products are shipped in containers, each container should have 2 data loggers.

Sea Shipments. For container cargo, two USB data loggers should be placed in each container.

The minimum technical requirements for data loggers are as follows:

- Measures temperature (from -30° to 70°c, with accuracy +/- 0.3°c).
- Readings to include time and date
- Single or multiple use
- Direct USB interface, without need for additional cable
- Automatically creates PDF report when connected to computer.
- Rapid data download to graph
- Alarm levels set up before shipping according to manufacturer's storage requirements
- LCD featuring up to 1 decimal point readings
- Alarm indication on LCD screen
- Sampling rate: at least 1 measure per hour
- Push button to activate and stop logging.
- Easy to understand user's guide & instructions

With regards to above mentioned requirement, Bidders are requested to include an estimated price of a data logger into their financial bids.

K. Export Licenses

The supplier is responsible for obtaining at its own risk and expenses any export licenses or other official authorization and carry out all customs formalities necessary for the exportation of the goods into The Sudan.

L. Evaluation Committee

The merits of each Bid will be evaluated to assess its ability to support the objective of ensuring an uninterrupted, sustainable supply of affordable, quality medicines, medical and laboratory equipment and consumables. To assist in the examination, evaluation and comparison of Bids, the Evaluation Committee may, at its discretion, request clarification(s) from the Bidders. The evaluation will be carried out jointly by UNDP and NMSF.

Section 4: Bid Submission Form[4]

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location
Insert: Date

To: [*insert: Name and Address of UNDP focal point]*

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [*insert: title of goods and services required as per ITB*]in accordance with your Invitation to Bid dated **.**We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for **120 days**.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,
Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Contact Details: _____

[please mark this letter with your corporate seal, if available]

[4] *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.*

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form[5]

Date: *[insert date (as day, month and year]of Bid Submission*]
ITB No.: ***ITB/Ref/GFATM05-2016***

Page _____of _____ pages

1. Bidder's Legal Name *[insert Bidder's legal name]*		
2. In case of Joint Venture (JV), legal name of each party: *[insert legal name of each party in JV]*		
3. Actual or intended Country/ies of Registration/Operation: *[insert actual or intended Country of Registration]*		
4. Year of Registration in its Location: *[insert Bidder's year of registration]*		
5. Countries of Operation	6. No. of staff in each Country	7.Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation:*[insert Bidder's legal address in country of registration]*		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? ☐ YES or ☐ NO		

[5]*The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.*

14. Attached are copies of original documents of:

☐All eligibility document requirements listed in the Data Sheet

☐If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered

☐If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)[6]

Date: *[insert date (as day, month and year) of Bid Submission*]
ITB No.: ***ITB/Ref/GFATM05-2016***

1. Bidder's Legal Name: *[insert Bidder's legal name]*		
2. JV's Party legal name: *[insert JV's Party legal name]*		
3. JV's Party Country of Registration: *[insert JV's Party country of registration]*		
4. Year of Registration: *[insert Party's year of registration]*		
5. Countries of Operation	6. No. of staff in each Country	7.Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: *[insert Party's legal address in country of registration]*		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any) :Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
13. JV's Party Authorized Representative Information Name: *[insert name of JV's Party authorized representative]* Address: *[insert address of JV's Party authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]* Email Address: *[insert email address of JV's Party authorized representative]*		
14. Attached are copies of original documents of:*[check the box(es) of the attached original documents]* ☐All eligibility document requirements listed in the Data Sheet ☐Articles of Incorporation or Registration of firm named in 2. ☐In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

[6]*The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.*

Section 6: Technical Bid Form[7]

ITB/Ref/GFATM05-2016
Procurement of Medicines and Health Commodities For the Ministry of Health and the National Medical Supplies Fund in Sudan

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: The Bidder shall demonstrate proven experience and qualification in the supply and delivery of the medicines, medical and laboratory equipment and consumables being proposed.

Provide the following information regarding corporate experience (customer reference list of top 3 clients in terms of contract value, delivery report and performance record) within at least the last five (5) years and advise of the reasons for delays in deliveries and frequency, as well as measures taken to resolve delays, which are related or relevant to those required for this Contract.

Client	Contract Value	Period of activity	Types of products supplied	References Contact Details (Name, Phone, Email)	Delivery Report and Performance Record – On Time Deliveries	Reasons for Delay and Frequency	Measures to Resolve Delays and Manage Performance

[7] *Technical Bids not submitted in this format may be rejected.*

SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB **(please see below)**; describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

a. Advise the number of years and quantity of production and delivery of the offered product (s).
b. Please include in your bid your total annual production capacities for each finished pharmaceutical presentation (FPP). If the FPP is not produced by the Bidder, please advise the manufacturer of the FPP and evidence of contractual access to the FPP.

2.1.1 Freight Forwarder Details and Arrangements: Ability to provide/coordinate necessary shipping services, including air, sea and cold chain delivery to The Sudan. Bidders shall provide a brief description of how shipping and insurance services are procured on behalf of clients.

2.1.2 Delivery Requirements: In addition to the manufacturing lead time for each product offered, bidders shall indicate, as part of their bid, the delivery preparation lead time for each medicine, medical and laboratory equipment and consumables after receipt of a Purchase Order. Delivery preparation lead time includes time to complete administrative arrangements, including documentation, packing and marking. The maximum lead time should not exceed 30 days.

2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied as requested in DS No. 26, 27 and Section 8 of the ITB.

In addition, the Bidder is requested to provide a brief description on how has your company been able to maintain the quality level for the supplied products? If your company has faced quality problems, please provide frequency and explanations as well as measurements for improvement.

Bidders shall advise country of origin of products offered. Bidders may furthermore be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority upon each PO.

If the required marketing and manufacturing authorizations issued by the relevant SRA are not provided, the offer will not be considered.

2.8 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.9 Other: Any other comments or information regarding the bid and its implementation.

Item #	Pharmaceutical Substance (INN)	Route of Administration	Dosage Form	Strength	Unit of Measure (UOM)	Total Quantity in UOM	Manufacturer	Unit of Offer	Number of years engaged in production and delivery of product	Estimated Total Quantity of production and delivery of product	Manufacturing Lead Time (in days)	Delivery Preparation Lead Time (in days)	Proposed Manufacturing Site	Country of Manufacture	Approved Shelf Life	Product's Storage Conditions	Compliance with Technical Specifications - Section 3 of ITB (Y/N)
Example:	*Clopidogrel**	*oral administration*	*tablet*	*75mg (as hydrogen sulfate)*	*Tablet*	*340,000*	*XYZ Company*	*Blister carton (10x10)*	*4*	*16,000,000*	*28*	*21*	*"Pharmaville"*	*Country A*	*24 months*	*Store below 30°C*	*Y*
1	Aciclovir	Injection	vial	250mg (as sodium salt)	Vial	17,000											
2	Adrenaline	Injection	1 ml ampoule	1mg/ml	Ampoule	600,000											
3	Adult Haemodialysis Kit compatible to Gambro Machine	see kit components below			Kit	110,000											
4	Albumin (Human) 20%	Injection	100 ml infusion bottle	20g	Bottle	10,000											
5	Amiodarone	Injection	3ml ampoule	50mg (hydrochloride)/ml	Ampoule	20,000											
6	Antihemophilic Factor/von Willebrand Factor Complex (Human)	Injection	vial	500 IU	Vial	12,000											
7	Antihemophilic Factor/von Willebrand Factor Complex (Human)	Injection	vial	250 IU	Vial	2,000											
8	Atropine	Injection	1ml ampoule	1mg (sulfate)	Ampoule	700,000											
9	Carbamazepine	oral administration	100ml bottle	100 mg/5ml	Bottle	30,000											
10	Ceftazidime	Injection	vial	250mg (as pentahydrate)	Vial	40,000											
11	Cefuroxime	Injection	vial	750mg	Vial	500,000											
12	Clopidogrel*	oral administration	tablet	75mg (as hydrogen sulfate)	Tablet	340,000											
13	Dexamethasone	Injection	1ml ampoule	4 mg (as sodium phosphate)/ml	Ampoule	2,000,000											
14	Digoxin	Injection	2ml ampoule	250 µg/ml	Ampoule	40,000											
15	Enoxaparin sodium	Injection	solution for injection	20mg (equivalent to 2,000 IU anti-Xa activity)	Pre Filled Syringe	80,000											
16	Enoxaparin sodium	Injection	solution for injection	40mg (equivalent to 4,000 IU anti-Xa activity)	Pre Filled Syringe	80,000											
17	Enoxaparin sodium	Injection	solution for injection	60mg (equivalent to 6,000 IU anti-Xa activity)	Pre Filled Syringe	60,000											
18	Enoxaparin sodium	Injection	solution for injection	80mg (equivalent to 8,000 IU anti-Xa activity)	Pre Filled Syringe	80,000											
19	Ephedrine Hydrochloride	Injection	1ml ampoule	30mg/ml	Ampoule	700,000											
20	Furosemide	Injection	2ml ampoule	10mg/ml	Ampoule	3,000,000											
21	Heparin sodium	Injection	1ml ampoule	5000 IU/ml	Vial	1,000,000											
22	Hydralazine	Injection	2ml ampoule	20 mg (hydrochloride)	Ampoule	30,000											
23	Hydrocortisone	Injection	vial	100 mg (as sodium succinate)	Vial	3,000,000											
24	Immune Globulin Intravenous	Injection	vial	5gm	Bottle	5,000											
25	Insulin injection (soluble)	Injection	10ml vial	100 IU/ml	Vial	30,000											
26	Intermediate-acting insulin	Injection	10ml vial (as isophane insulin)	100 IU/ml	Vial	200,000											
27	Intermediate-acting insulin	Injection	10ml vial (as compound insulin zinc suspension)	100 IU/ml	Vial	8,000											
28	Ketamine	Injection	10 ml vial	50 mg(as hydrochloride)/ml	Vial	100,000											
29	Levothyroxine (sodium salt)	oral administration	tablet	50µg	Tablet	7,500,000											
30	Levothyroxine (sodium salt)	oral administration	tablet	100µg	Tablet	7,500,000											
31	Noradrenaline	Injection	1ml ampoule	2 mg(acid tartrate)/ml	Ampoule	200,000											
32	Ondansterone	Injection	2ml ampoule	2mg (as hydrochloride)/ml	Ampoule	100,000											
33	Oxytocin	Injection	1 ml ampoule	10 IU/ml	Ampoule	1,000,000											
34	Phenytoin	Injection	5 ml ampoule	50 mg (sodium salt)/ml	Ampoule	200,000											
35	Ranitidine	Injection	2ml ampoule	25mg/ml	Ampoule	50,000											
36	Salbutamol Sulphate	oral administration	60ml bottle	2 mg/5ml	Bottle	1,000,000											
37	Salbutamol Sulphate	oral administration	metered dose aerosol (200 count)	100µg	Canister	500,000											
38	Salbutamol Sulphate	oral administration	20ml bottle	5mg/ml	Bottle	250,000											
39	Sirolimus*	oral administration	capsule	1mg	Capsule	15,000											
40	Sodium Valproate	oral administration	300ml bottle	200mg/5ml	Bottle	10,000											
41	Somatropin	Injection	vial	4 IU (1.33mg)	Pre Filled Syringe	3,500											
42	Tacrolimus*	oral administration	capsule	0.5mg	Capsule	150,000											
43	Tacrolimus*	oral administration	capsule	1 mg	Capsule	1,000,000											
44	Tacrolimus*	oral administration	capsule	5 mg	Capsule	30,000											
45	Terlipressin acetate	Injection	vial	1mg	Vial	7,500											
46	Valproic acid (sodium valproate)*	oral administration	enteric coated tablet	200mg (sodium salt)	Tablet	3,000,000											
47	Valproic acid (sodium valproate)*	oral administration	enteric coated tablet	500mg (sodium salt)	Tablet	800,000											
48	Warfarin (sodium salt)*	oral administration	tablet	1mg	Tablet	2,000,000											
49	Warfarin (sodium salt)*	oral administration	tablet	3mg	Tablet	2,500,000											
50	Warfarin (sodium salt)*	oral administration	tablet	5mg	Tablet	1,300,000											

(*) blisters packaging presentation preferable

SECTION 3: PERSONNEL
3.1 Management Structure: Include an organization chart and names of the responsible persons within each of the following departments: Production, Quality, Governmental Affairs, Shipping/Logistics, Sales and Marketing, specifying the name(s) of the person(s) who will be the primary contact for UNDP. 3.2 Primary Contact Person(s): UNDP expects the primary contact person(s) to be able to execute the appropriate account management which includes: accurate and reliable planning and forecasting, efficient order processing, accurate and complete documentation, close production follow up, facilitate timely submission of import licenses, shipping and logistics as well as any other related issues including fast response to inquiries. Communication and documentation are expected to be in English. The communication is seen to as an important pre-requisite for successful account management and needs to be frequent, timely and accurate. 3.3 Qualifications of Key Personnel. Further, the awarded Bidder(s) represents and warrants that it has the personnel, experience, qualifications, facilities and all other skills and resources necessary to perform its obligations under the LTA(s).

Section 7: Price Schedule Form[8]

ITB/Ref/GFATM05-2016
Procurement of Medicines and Health Commodities For the Ministry of Health and the National Medical Supplies Fund in Sudan

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed for additional set of goods and/or related services.

Prices specified in the LTA shall remain firm and not be increased during the first twelve (12) months from the entry of force of the LTA. Therefore, the Contractor will be given the opportunity to review the stated ceiling prices, notifying UNDP 30 days in advance of the any proposed increase/decrease in prices with supporting documentation. Price increases should not exceed 5% of the contracted price and only may be acceptable if fully justified and documented.

UNDP reserves the right to accept increases or to otherwise terminate the LTA with no liability whatsoever to UNDP, and shall notify the Contractor in writing of the decision.

UNDP shall receive the best price and conditions available throughout the LTA validity, i.e., prices and conditions to UNDP shall be at least equal to the best prices and conditions available to any UN Organization or other client.

In the event prices cannot be fixed for very limited products, this is to be clearly identified and a discount structure on those products must be nominated.

The bidders should quote prices for each product and in a separate column freight costs.

All items must be quoted in USD or EUR on CIP Khartoum Airport and CPT Port Sudan basis. Bid currency should be clearly indicated.

[8] *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.*

							OFFER			CIP, Khartoum Airport			CPT - Port Sudan		
Item #	Pharmaceutical Substance (INN)	Route of Administration	Dosage Form	Strength	Unit of Measure (UOM)	Total Quantity in UOM	Please Specify Unit of Offer (A)	Total Quantity Per Unit	Currency	Unit Price per A, excluding VAT (B)	Freight & Insurance Costs (C)	Total Price = B + C	Unit Price, excluding VAT (D)	Freight & Insurance Costs (E)	Total Price = D + E
EXAMPLE:	*Clopidogrel**	*oral administration*	*tablet*	*75mg (as hydrogen sulfate)*	*Tablet*	*340,000*	*Blister carton (10x10)*	*100 tablets*							
1	Aciclovir	Injection	vial	250mg (as sodium salt)	Vial	17,000									
2	Adrenaline	Injection	1 ml ampoule	1mg/ml	Ampoule	600,000									
3	Adult Haemodialysis Kit compatible to Gambro Machine	see kit components below			Kit	110,000									
4	Albumin (Human) 20%	Injection	100 ml infusion bottle	20g	Bottle	10,000									
5	Amiodarone	Injection	3ml ampoule	50mg (hydrochloride)/ml	Ampoule	20,000									
6	Antihemophilic Factor/von Willebrand Factor Complex (Human)	Injection	vial	500 IU	Vial	12,000									
7	Antihemophilic Factor/von Willebrand Factor Complex (Human)	Injection	vial	250 IU	Vial	2,000									
8	Atropine	Injection	1ml ampoule	1mg (sulfate)	Ampoule	700,000									
9	Carbamazepine	oral administration	100ml bottle	100 mg/5ml	Bottle	30,000									
10	Ceftazidime	Injection	vial	250mg (as pentahydrate)	Vial	40,000									
11	Cefuroxime	Injection	vial	750mg	Vial	500,000									
12	Clopidogrel*	oral administration	tablet	75mg (as hydrogen sulfate)	Tablet	340,000									
13	Dexamethasone	Injection	1ml ampoule	4 mg (as sodium phosphate)/ml	Ampoule	2,000,000									
14	Digoxin	Injection	2ml ampoule	250 µg/ml	Ampoule	40,000									
15	Enoxaparin sodium	Injection	solution for injection	20mg (equivalent to 2,000 IU anti-Xa activity)	Pre Filled Syringe	80,000									
16	Enoxaparin sodium	Injection	solution for injection	40mg (equivalent to 4,000 IU anti-Xa activity)	Pre Filled Syringe	80,000									
17	Enoxaparin sodium	Injection	solution for injection	60mg (equivalent to 6,000 IU anti-Xa activity)	Pre Filled Syringe	60,000									
18	Enoxaparin sodium	Injection	solution for injection	80mg (equivalent to 8,000 IU anti-Xa activity)	Pre Filled Syringe	80,000									
19	Ephedrine Hydrochloride	Injection	1ml ampoule	30mg/ml	Ampoule	700,000									
20	Furosemide	Injection	2ml ampoule	10mg/ml	Ampoule	3,000,000									
21	Heparin sodium	Injection	1ml ampoule	5000 IU/ml	Vial	1,000,000									
22	Hydralazine	Injection	2ml ampoule	20 mg (hydrochloride)	Ampoule	30,000									
23	Hydrocortisone	Injection	vial	100 mg (as sodium succinate)	Vial	3,000,000									
24	Immune Globulin Intravenous	Injection	vial	5gm	Bottle	5,000									
25	Insulin injection (soluble)	Injection	10ml vial	100 IU/ml	Vial	30,000									
26	Intermediate-acting insulin	Injection	10ml vial (as isophane insulin)	100 IU/ml	Vial	200,000									
27	Intermediate-acting insulin	Injection	10ml vial (as compound insulin zinc suspension)	100 IU/ml	Vial	8,000									
28	Ketamine	Injection	10 ml vial	50 mg(as hydrochloride)/ml	Vial	100,000									
29	Levothyroxine (sodium salt)	oral administration	tablet	50µg	Tablet	7,500,000									
30	Levothyroxine (sodium salt)	oral administration	tablet	100µg	Tablet	7,500,000									
31	Noradrenaline	Injection	1ml ampoule	2 mg(acid tartrate)/ml	Ampoule	200,000									
32	Ondansterone	Injection	2ml ampoule	2mg (as hydrochloride)/ml	Ampoule	100,000									
33	Oxytocin	Injection	1 ml ampoule	10 IU/ml	Ampoule	1,000,000									
34	Phenytoin	Injection	5 ml ampoule	50 mg (sodium salt)/ml	Ampoule	200,000									
35	Ranitidine	Injection	2ml ampoule	25mg/ml	Ampoule	50,000									
36	Salbutamol Sulphate	oral administration	60ml bottle	2 mg/5ml	Bottle	1,000,000									
37	Salbutamol Sulphate	oral administration	metered dose aerosol (200 count)	100µg	Canister	500,000									
38	Salbutamol Sulphate	oral administration	20ml bottle	5mg/ml	Bottle	250,000									
39	Sirolimus*	oral administration	capsule	1mg	Capsule	15,000									
40	Sodium Valproate	oral administration	300ml bottle	200mg/5ml	Bottle	10,000									
41	Somatropin	Injection	vial	4 IU (1.33mg)	Pre Filled Syringe	3,500									
42	Tacrolimus*	oral administration	capsule	0.5mg	Capsule	150,000									
43	Tacrolimus*	oral administration	capsule	1 mg	Capsule	1,000,000									
44	Tacrolimus*	oral administration	capsule	5 mg	Capsule	30,000									
45	Terlipressin acetate	Injection	vial	1mg	Vial	7,500									
46	Valproic acid (sodium valproate)*	oral administration	enteric coated tablet	200mg (sodium salt)	Tablet	3,000,000									
47	Valproic acid (sodium valproate)*	oral administration	enteric coated tablet	500mg (sodium salt)	Tablet	800,000									
48	Warfarin (sodium salt)*	oral administration	tablet	1mg	Tablet	2,000,000									
49	Warfarin (sodium salt)*	oral administration	tablet	3mg	Tablet	2,500,000									
50	Warfarin (sodium salt)*	oral administration	tablet	5mg	Tablet	1,300,000									

(*) blisters packaging presentation preferable

Section 8: Product Technical Questionnaire

(NOTE: This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template. Please fill one form per each Finished Pharmaceutical Product offered.)

Insert: Location
Insert: Date

To: Ms. Gitanjali Sakhuja, Procurement Specialist, HIV, Health and Development Group United Nations Development Programme

ITB Ref.: *ITB/Ref/GFATM05-2016*

A. Main Characteristics of the Finished Pharmaceutical Product (FPP)

1. Active Pharmaceutical Ingredient(s) – use the approved non-proprietary name (INN) of the product:
2. Generic name of the product
3. Dosage form and strength
4. Trade name of the product (within relevant SRA region/country)

Route of administration (tick whichever is applicable):
☐ Oral ☐ I.M. ☐ I.V. ☐ S.C. ☐ Other (Please specify)

Packed with dispensing devices	
Co-packed with (e.g. diluents, etc.)	
Language(s) of Label, packaging and pack insert	☐ English ☐ French ☐ Other (Specify)

Attach package insert if applicable and patient information leaflet (PIL). Kindly note that SRA approval must be attached.

1) <u>PACKAGING</u>

Number of dosage units per primary packs:

Numbers of primary packs per secondary pack (Multiples of unit packs):

(Fill the below if more than one type of packaging)

Number of dosage units per primary packs:

Numbers of primary packs per secondary pack (Multiples of unit packs):

Number of dosage units per primary packs:

Numbers of primary packs per secondary pack (Multiples of unit packs):

Description and composition of primary packaging materials:

Description and composition of secondary packaging materials:

2) SHELF LIFE and STORAGE CONDITIONS

Shelf life as it appears on the packaging:

Shelf life after primary package is opened:

Specific storage conditions for this product as they appear on the packaging and based on stability studies:

Temperature:

Light:

Humidity:

Other (Specify):

3) REGULATORY STATUS

Certificate of Pharmaceutical Product No.:

Valid until:

CPP issued by (Name of Agency):

Country:

Attach Certificate of Pharmaceutical Product (CPP) according to the WHO Certification Scheme-WHO Technical Report Series No. 863 (earlier version is not acceptable) or equivalent document. All questions on the certificate should be answered and all attachments included.

Tick and fill in all fields that apply:

☐ Product registered and currently marketed in the country of manufacture	
License no:	Valid until:
Issued by: Agency:	Country:
☐ Product registered for marketing in the country of manufacture but not currently marketed:	
License no:	Valid until:
Issued by: Agency:	Country:
☐ Product registered for export only	
License no:	Valid until:
Issued by: Agency:	Country:

☐ Product not registered in country of manufacture (please clarify):

Attach a list of countries where product is registered, including the specific product name and license number in each country.

Copy of registration certificate from Stringent Regulatory Authority

Copy of registration certificate from the National Medicines Poisons Board of the Federal Republic of The Sudan

B. Manufacturing Information

1) GOOD MANUFACTURING PRACTICES (GMP)

WHO GMP certificate no:	Valid until:
Issued by:	Country:

GMP inspections carried out by (tick all that apply):

☐ WHO Prequalification Programme Date: Outcome:

☐ Stringent Regulatory Authority (SRA) Date: Outcome:

☐ PIC/s member country Date: Outcome:

☐ Any other UN agency/other interagency partner organizations Date: Outcome:

Attach a copy of GMP certificate by WHO/SRA/PIC.s/UN agency

C. Undertaking

I, the undersigned, certify that:

☐ The product offered is identical in all aspects of manufacturing and quality to that submitted and approved by the national drug regulatory authority <***To be entered by company***> Ref <***To be entered by company***>, including formulation, method and site of manufacture, sources of active and excipient starting materials, quality control of the product and starting material, packaging, shelf-life and product information.

OR

☐ The product offered is identical in all aspects to that registered with the National Medicines and Poisons Board and marketed in The Republic of The Sudan

<*Company*> hereby confirms that:

Has nominated a responsible employee (as detailed below) in <***company***> responsible for communication with UNDP on any issues, including quality failures and safety concerns, related to the <***product***> and will inform UNDP of any change of contact person:

Name and title of designated contact person

<***To be entered by company***>

Email address, phone and fax number of contact person

<***To be entered by company***>

Signed on behalf of <***company***>

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Contact Details: _____

[please mark this letter with your corporate seal, if available]

Checklist of Attachments Required

Attachments or Annexes to this Schedule should be in PDF format and should be well indexed to facilitate review. Examples of the indexing are as below.

Please ensure that all documents necessary to enable objective evaluation of your product are attached to your response to this ITB (this checklist may not be exhaustive):

☐ Annex A. The approved Summary of Product Characteristics (SPC), or an equivalent thereof, including Patient Information Leaflet (PIL) and Labelling.

☐ Annex B. Certificate of Pharmaceutical Product (CPP) or Original Free Sales Certificate (FSC) issued by a governmental authority, conforming to the format recommended by the World Health Organization (WHO) stating that the offered product is licensed to be placed on the market for use in the exporting country and is actually on the market in the exporting country for sale and use.

In case the product is not actually on the market for sale and use in the exporting/manufacturing country, a clear explanation must be provided for why such authorization was withheld or not given.

☐ Annex C. Registration certificate from SRA[9]

☐ Annex D. Registration certificate from National Medicines Poisons Board in The Federal Republic of The Sudan and date of original registration, where applicable.

☐ Annex E. Copy of GMP certificate issued by a governmental authority (e.g., WHO/SRA/PIC.s/UN agency) stated that the offered product is manufacturing according to good manufacturing practices as laid down by the World Health Organization (WHO) and enforced by a system of inspections and regulatory controls.

☐ Annex F. Attach a list of countries where product is registered, including the specific product name and license number in each country.

[9] The national drug regulatory authorities which are members or observers or associates of the International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use (ICH) are considered as Stringent Regulatory Authority (SRA). For details on ICH, please look at www.ich.org

Section 8: TEMPLATE OF LONG TERM AGREEMENT

LONG TERM AGREEMENT FOR THE PROVISION OF GOODS TO THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

Template provided for reference and will be adapted according to the accepted Bid

This Long Term Agreement ("LTA") is made between the United Nations Development Programme ("UNDP"), a subsidiary organ of the United Nations established by the General Assembly of the United Nations, through its Bureau for Development Policy ("UNDP/BDP"), and **XXXX (**the "Contractor" or "LTA holder"), duly incorporated under the Laws of **XXXX** with its headquarters at **XXXX.**

WHEREAS, UNDP desires to enter into a non-exclusive LTA **for the provision of XXXXX** (hereinafter called "Goods") by the Contractor to UNDP, pursuant to which UNDP can conclude specific contractual arrangements with the Contractor, as provided herein for deliveries of the Goods worldwide;

WHEREAS pursuant to the Invitation to Bid XXX by UNDP, the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the "Parties") hereby agree as follows:

Article 1: LTA DOCUMENTS

The LTA between the Parties consists of the following documents (hereinafter called "LTA Documents"):

This document including all its Annexes:
Annex 1: UNDP General Conditions for Contracts for the Provision of Goods and Services ("General Conditions")
Annex 2: Special Conditions
Annex 3: Price Schedule with corresponding ceiling prices
Annex 4: Specification of Goods

The LTA Documents are complementary of one another. However, in the event of any inconsistency among them, they shall prevail in the order of their enumeration as above in this Article. The Request for Quotations and the Offer from the Contractor documents are not attached hereto but known to and in the possession of the Parties.

Article 2: SCOPE OF SUPPLY

From the entry into force of this LTA until its expiration, the Contractor shall provide as and when requested by UNDP the types of Goods listed in Annex 3 to this LTA.

Any requirement under this LTA shall be made through a signed UNDP Purchase Order issued to the Contractor by UNDP. Each Order shall make reference to this LTA.

Where a Purchase Order includes any specific instructions, terms or conditions that explicitly differ from this LTA, the instructions in the Purchase Order shall prevail.

UNDP does not warrant that it shall purchase any specific quantity of Goods listed in Annex 3 during the term of this LTA and shall not be liable for any costs in the event that no purchases are made under the LTA's validity period.

PRICES AND DISCOUNTS:

Goods listed in Annex 3 shall be supplied at a price not higher than stipulated therein. In particular:

Prices specified in this LTA shall remain firm and not be increased during the course of the LTA.

The maximum prices specified in Annex 3 to this LTA cannot be exceeded in quotation offered by the Contractor under this LTA.

Additionally, in the event that the Contractor is able to offer UNDP a discounted price on placement of orders, the unit prices shall be reduced for specific Purchase Orders.

UNDP shall receive the best price and best conditions available throughout the LTA validity, i.e. prices and conditions to UNDP shall be at least equal to the best prices and conditions available to any UN Organization or other client.

Article 3: CHANGES IN CONDITIONS

In the event of any advantageous technical changes and/or downward pricing of the Goods during the duration of this LTA, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the LTA.

Article 4: DELIVERY TERMS

Goods supplied under this LTA shall be delivered in accordance with the terms and conditions of this LTA and the contracted delivery terms (INCOTERMS 2010) indicated in each Purchase Order.

Article 5: PERFORMANCE EVALUATION

Contractor performance will be measured based on the following criteria:

To be listed

If the Contractor fails to meet UNDP's performance and responsiveness requirements detailed above, the Contractor will receive in the first instance a warning to improve their performance. Continued failure in meeting the set requirements of performance and responsiveness may result in termination of the LTA with the Contractor.

Article 6: GENERAL AND SPECIAL TERMS AND CONDITIONS

UNDP General Conditions and Special Conditions included in Annex 1 and Annex 2 apply to this LTA and each Purchase Order issued, without prejudice of Article 2, paragraph 2.3 of this LTA.

Any General Conditions of the Contractor shall not apply.

Article 7: ENTRY INTO FORCE AND TERM OF LTA

This LTA supersedes all prior oral or written LTAs, if any, between the Parties and constitutes the entire LTA between the parties with respect to the supply of Goods hereunder.

This LTA shall enter into force on XXXX and shall remain in force for XXXX months.

Article 8: AMENDMENTS

No amendment to this LTA or waiver of any of its provisions shall be valid unless approved in writing by the duly authorized representatives of the Parties.

Article 9: TERMINATION

Both parties shall have the right to terminate this LTA. Notice of termination should be given in writing three (3) months in advance.

Notwithstanding the above, orders that have already been placed by UNDP at the time of notification of termination shall be executed in accordance with the terms and conditions of this LTA.

IN WITNESS WHEREOF, the duly authorized representatives of the PARTIES have signed this LTA. For and on behalf of:

For the Supplier	**For UNDP** **United Nations Development Programme** **Bureau for Development Policy**
----------	----------
Date: ……..	Date: ……

Section 10: General Terms and Conditions for Goods

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

2.1.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase

Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
b) Refuse to accept delivery of all or part of the goods.
c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.