



INVITATION TO BID

Ref: ITB UNDP HIST 22-2017

Procurement of Normal Immunoglobulin for Sudan

United Nations Development Programme

October, 2017

Section 1. Letter of Invitation

Copenhagen, Denmark
October 2, 2017

Procurement of Normal Immunoglobulin for Sudan

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above referenced subject.

This ITB includes the following documents:

Section 1 – This Letter of Invitation

Section 2 – Instructions to Bidders (including Data Sheet, DS)

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 **(Please note also attached excel sheet which needs to be completed by bidders)**¹

Section 8 – UNDP General Terms and Conditions for Goods

Your offer, via email, should reach the email address of ps0.bidtender@undp.org not later than 10th of October 2017 10:00 hours CET time.

You are kindly requested to submit an acknowledgment e-mail, advising whether you intend to submit an offer in response to this ITB, to the following addresses:

pranisha.bajracharya@undp.org and alfonso.buxens@undp.org

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

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

Yours sincerely,

Alfonso Buxens
Procurement Specialist
UNDP GF Partnership Team - PSU

¹ See “Annex 2, Section 6 - 7 ITB UNDP-HIST 22-2017 and remember to complete and submit it both as PDF and Excel.

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.
“LOI” (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- k) *“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.
- l) *“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.
“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.
- m) *“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. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
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
 - 6.4 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://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.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
- 9.4 Price Schedule (see prescribed form in ITB annex 6 & 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11);
- 9.6 Any 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 18 and 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 noS. 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.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP’s variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (annex 6 & 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 any 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 nos. 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 and sealed together in one and the same envelope**, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :
- Bear the name of the Bidder;
 - Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
 - Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

- 23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 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 9.

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

32.1 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.

32.2 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.

32.3 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.

32.4 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/procurement_protest/)

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. 25).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract 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 Contract 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 9 and 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/procurement/protest.shtml>

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. | Data | Specific Instructions / Requirements |
|--------|--------------------|--|--|
| 1 | | Project Title: | ITB UNDP HIST 22-2017. |
| 2 | | Title of Goods Required: | Procurement of Normal Immunoglobulin for Sudan |
| 3 | | Country: | Sudan |
| 4 | | Minimum Qualifying Criteria (Clauses 9.1 & 9.2) | The product has been either prequalified by WHO and/or approved by an SRA and that the product is registered in Sudan. See further Section 3: Technical Specifications & schedule of requirements. |
| 4 | C.13 | Language of the Bid: | <input checked="" type="checkbox"/> English |
| 5 | C.20 | Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements | <input checked="" type="checkbox"/> Not allowed |
| 6 | C.20 | Conditions for Submitting Alternative Bid | <input checked="" type="checkbox"/> Shall not be considered <input checked="" type="checkbox"/> 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 bid offered by the Bidder whose Bid for the base case was determined to be a responsive Bid that offers the lowest price. |
| 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 | <input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days |
| 9 | B.9.5 C.15.4 b) | Bid Security | <input checked="" type="checkbox"/> Not Required <input type="checkbox"/> Required: Amount: Click here to enter text. Form: Click here to enter text. |

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| 10 | B.9.5 | Form of Bid Security ² | N/A |
| 11 | B.9.5 C.15.4 a) | Validity of Bid Security | N/A |
| 12 | | Advanced Payment upon signing of contract | <input type="checkbox"/> Allowed up to a maximum of ____% of contract ³ <input checked="" type="checkbox"/> Not allowed |
| 13 | | Liquidated Damages | <input type="checkbox"/> Will not be imposed <input checked="" type="checkbox"/> 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 from 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 maximum 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 | <input checked="" type="checkbox"/> Not Required <input type="checkbox"/> Required Amount: Form: |
| 15 a | C.16 | Price Schedule | ITB product requirements stated in Section 3, Technical Specifications & Schedule of requirements, shall be supplied at the price stipulated in Section 6 and 7. Bidders are requested to make use of excel file “ Section 6 & 7 ITB UNDP HIST 22-2017.xls ” to submit their price/financial offers in response to this ITB. UNDP shall receive the best price and best conditions available in response to this ITB, 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. |
| 15 b | C.17 C.17.2 | Preferred Currency of Bid and Method for Currency conversion | <input checked="" type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency In the event, the quote is offered in different currency than preferred currency, 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. |
| 16 | B.10.1 | Deadline for submitting | Thursday, 5 th of October 2017 14:00 CET Time. |

² Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

³ If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents as in Section 10

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| | | requests for clarifications/ questions | |
| 17 | B.10.1 | Contact Details for submitting clarifications/questions ⁴ | Focal Person in UNDP: Pranisha Bajracharya and Alfonso Buxens alfonso.buxens@undp.org; pranisha.bajracharya@undp.org Please transmit any request for clarification / question to both emails stated above to ensure that these are handled on a timely manner. |
| 18 | B.11.1 | Manner of Disseminating Supplemental Information and responses/clarifications to queries | <input checked="" type="checkbox"/> Direct communication to prospective Bidders by email <input type="checkbox"/> Direct communication to prospective Bidders by email and Posting on the website ⁵ [specify exact URL Address] |
| 19 | D.23.3 | No. of copies of Bid that must be submitted | 1 (please include the excel Form referred to in above Bid Data Sheet, Ds.No. 15 a) (page 15 of this ITB refers) |
| 20 | D.23.1 b) D.23.2 D.24 | Bid submission address | Only bids submitted via e-mail will be accepted |
| 21 | C.21.1 D.24 | Deadline of Bid Submission | Date and Time: Tuesday, 10th of October 2017 10:00 CET Time. |
| 22 | D.23.2 | Manner of Submitting Bid | <input type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ⁶ |
| 23 | D.23.2 D.26 | Conditions and Procedures for electronic submission and opening, if allowed | <input checked="" type="checkbox"/> Official Address for e-submission: psobid tender@undp.org <input checked="" type="checkbox"/> Format: PDF files and Excel for form 7. <input checked="" type="checkbox"/> Max. File Size per transmission: 4.5 MB <input checked="" type="checkbox"/> Max. No. of transmission: N/A <input checked="" type="checkbox"/> Mandatory subject of email: <i>ITB UNDP HIST 22-2017, Procurement of Normal Immunoglobulin for Sudan</i> <input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission: [Files should not contain any viruses or malware software.] <input checked="" type="checkbox"/> Time Zone to be Recognized: CET |
| 24 | D.23.1 c) | Date, time and venue for opening of Bid | Wednesday, 11 th of October 2017 14.00 hours CET time |

⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

⁵ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

⁶ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

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| | | | <p>United Nations Development Programme UNDP, 4th floor Att. Procurement Support Office Bid / Tender Unit Marmorvej 51, 2100 Copenhagen Ø, Denmark.</p> <p>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.</p> |
| 25 | | Evaluation method to be used in selecting the most responsive Bid | <input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical specifications & schedule of requirements (see Section 3). <input checked="" type="checkbox"/> Lowest product price offered of technically qualified/responsive Bid and taking into consideration also best value for money proposition to UNDP through consolidation of supplies. |
| 26 | C.15.1 | Required Documents that must be Submitted to Establish Qualification of Bidders | <input checked="" type="checkbox"/> Certification or Authorization to act as agent on behalf of the Manufacturer or Power of Attorney, if bidder is not a manufacturer. <input checked="" type="checkbox"/> Documentary evidence that the product has been either prequalified by WHO and/or approved by an SRA <input checked="" type="checkbox"/> Confirmation of marketing authorization number in Sudan and expiry date. <input checked="" type="checkbox"/> Certificate of Pharmaceutical Product (CPP) according to the WHO Certification Scheme <input checked="" type="checkbox"/> GMP certificate by SRA or WHOPIR |
| 27 | | Other documents to Establish Eligibility | N/A |
| 28 | C.15 | Structure of the Technical Bid and List of Documents to be Submitted | <p>Technical Bid must be structured as follows:</p> <input checked="" type="checkbox"/> Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder. UNDP will verify fulfilment of product qualification requirements during the evaluation process. <input checked="" type="checkbox"/> Section 6, Technical Bid Form, including Response to the bidder required information. - Bidders are required to preferably respect the structure of the Section and to follow it when compiling the response. <input checked="" type="checkbox"/> Duly filled out vendor form Annex 3 |
| 29 | C.15.2 | Latest Expected date for commencement of Contract | The products included in this ITB are required to be available with the consignee in Khartoum airport, Sudan preferably by mid-January 2018 under CPT delivery and the preferable FCA delivery time is mid-December 2017. Bidders shall also indicate in their offers the latest possible timing for receipt of UNDP Purchase Order is in order to guarantee FCA/CPT delivery. |
| 30 | C.15.2 | Maximum Expected duration of contract | The expected contracts will be instrumented through corresponding purchase orders to be issued by UNDP for the delivery of each product |

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| | | | in the quantities required in this ITB. Resulting purchase orders may be issued by UNDP Copenhagen office. |
| 31 | | UNDP will award the contract to: | <input type="checkbox"/> One Bidder only <input checked="" type="checkbox"/> One or more Bidders |
| 32 | F.34 | Criteria for the Award of bid | <input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical specifications & schedule of requirements (see Section 3) for each product in the ITB. <input checked="" type="checkbox"/> Lowest product price offered. <input checked="" type="checkbox"/> In cases where quantity quoted in lowest price offer is less than total quantity required, UNDP may proceed with partial or total award factoring also transportation and administrative costs related to splitting orders. <input checked="" type="checkbox"/> At the time of award of contract, UNDP shall take into consideration transportation modalities available and related costs to deliver each product to the required destination on time. In principle, it is envisaged that the products included in this ITB will be transported by air shipment. <input checked="" type="checkbox"/> UNDP intends, in principle, to have CPT named destination (Khartoum International Airport) of arrival and the bidder shall arrange the freight and insurance to transport the goods from manufacturing site until the final destination to Khartoum airport. Although UNDP intends the delivery on CPT Incoterm, however, UNDP also request the bidder FCA delivery where, UNDP will arrange the transportation of goods on its own if such is considered as best value for money option. <input checked="" type="checkbox"/> Only in cases where no delivery of products within the required CPT/FCA delivery times stated in the ITB for each product has been secured in response to this ITB, UNDP may consider offers for products offered with a later CPT/FCA delivery time, in order to secure earliest possible availability of the product. |
| 33 | E.29 | Post qualification Actions | <input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> 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 | <i>Fulfilment of minimum quality product standards and minimum shelf-life for each product as verified upon delivery.</i> |
| 35 | | Other Information | N/A |

Section 3: Technical Specifications & schedule of requirements

Purpose of the procurement action

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.¹ 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

The objective of procurement that will be exercised as international limited competition under ITB modality is to support a request issued to UNDP by the National Medical Supply Fund of Sudan to conduct procurement of a number of pharmaceutical and health products under cost sharing agreement for uninterrupted supply to NMSF Sudan in affordable prices.

The competitive process will be limited only to manufacturers that are prequalified by WHO and/or approved by a Stringent Regulatory Authority (SRA).

The corresponding manufacturers are considered technically prequalified for the respective products and no further assessment by UNDP is planned as a part of competitive process. Technical evaluation will be limited to specifics, such as manufacturing capacity, minimum order size, product readiness time, etc.

Schedule of Requirements and Technical Specifications

UNDP intends to purchase the following products in connection with this ITB.

| Item | Composition | UoM | Qty Required | Latest CPT delivery time | Latest FCA delivery time |
|------|--|----------|--------------|------------------------------|-------------------------------|
| 1 | Human Normal Immunoglobulin 5gm for IV inj with 50ml diluent | 1 bottle | 18,000 | Preferable 15th January 2018 | Preferable 15th December 2017 |

The products must conform to technical specification above and highest quality standards as per criteria defined in this ITB. The Purchase Orders are envisaged to be placed to the awarded supplier/s tentatively by third or fourth week of October.

i. Quality standards

All products offered in response to this ITB shall be either prequalified by WHO and/or approved by a Stringent Regulatory Authority (SRA).

ii. Product registration

Prequalified product offered in response to this ITB shall be registered with the National Medicines and Poisons Board (NMPB) in Sudan.

Bidders are required to provide the details of registration status in Sudan, for each product offered

iii. Shelf life

Minimum 75% shelf life arrival at CPT delivery and 85% at the time of FCA delivery is required. Bidders are requested to specify the current shelf life for each product offered in response to this ITB as well as the standard shelf life at the time of production and manufacturing date for each product offered in response to this ITB. Greater shelf life by shipment of as freshly as possible manufactured products will be preferred.

Bidders are requested to confirm compliance with this requirement for each item included in their offers in response to this ITB.

iv. Packing and marking

It is the responsibility of the supplier to provide complete packing and labelling as required for transportation of the supplied products. All commodities must be packed, labelled, handled and documented in accordance with applicable international standards as well as any additional instructions provided in the Purchase Order. The packing must be of a sturdy export quality that will provide adequate protection for carriage by air, sea and/or road to final destinations worldwide, including remote locations under adverse climatic and storage conditions and high humidity.

In addition to any other applicable requirements, the following shipping marks must be provided for each shipping place (colli/carton/box/pallet) as minimum:

- UNDP Purchase Order Number
- Description of contents
- Quantity per cartoon
- Cartoon numbering e.g. cartoon 1/40
- Consignee name and address
- Place and total number of places
- Gross weight
- Cubic measurement
- Batch number reference
- Manufacturing date
- Clear marking/instructions with regard to temperature restrictions
- Clear marking if USB data loggers are included in the place (e.g. "USB data logger is included in the box")
- Clear marking/instructions with regard to handling of places if necessary

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

v. Artwork, leaflets and labelling

Artwork, leaflets and labelling shall be printed in English language. Bidders are required to confirm this in their offers.

vi. Temperature controlled shipments

Awarded bidder/s shall ensure that the cargo is maintained at a maximum temperature of 25 degrees Celsius at all times from manufacturing to CPT delivery.

Shipments supplied to UNDP Country Offices must include USB data loggers to monitor temperature conditions from the supplier’s warehouse to the destination entry point (i.e. port and/or airport).

If more than 5 pallet volumes are dispatched in one given consignment, a minimum 2 data loggers are to be included randomly inside the shipping colli/packages. If the quantity is less than 5, 1 data logger is sufficient. For containerized cargo, two USB data loggers should be placed in each container.

UNDP has recently entered into a framework agreement with the manufacturer of data-loggers, EI-PRO. Therefore, and for standardization purposes, inclusion of data-loggers corresponding to the brand and model indicated in Annex 1 to this ITB is preferred by UNDP. Bidders are required to take note of these new requirements mainly in the context of similar upcoming UNDP enquiries and tenders.

With regards to above mentioned requirement, Bidders are requested to factor the cost of the required data logger into their financial proposals and offered CPT/FCA costs in response to this ITB.

vii. 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.

Additional requirements, conditions and related Services

Further to the Schedule of Requirements in the preceding Section, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements and to document fulfillment of these requirements in their offers submitted in response to this ITB.

| | |
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| Pre-shipment inspection: | UNDP reserves the right to arrange for pre-shipment inspection of any of the batches delivered through purchased orders issued as a result of this RFQ. Notification of such pre-shipment inspection requirements will take place no later than 5 weeks prior to the agreed CPT delivery time. |
| Inspection upon delivery | NMSF may conduct a physical inspection upon delivery |
| Marking requirements: | Confirmation that UNDP requirements for marking shall be respected including; In addition to any other applicable requirements, the following shipping marks must be provided for each shipping place (colli/carton/box/pallet) as minimum: <ul style="list-style-type: none"> • UNDP Purchase Order Number/ contract reference • Description of contents • Quantity per cartoon • Cartoon numbering e.g. carton 1/40 • Consignee name and address • Place and total number of places • Batch number reference • Gross weight of each place • Cubic Measurement • Expiry date |

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| | <ul style="list-style-type: none"> • Clear marking/instructions with regard to temperature restrictions • Clear marking if USB data loggers are included in the place (as an example “USB data logger is included in the box” and “USB data logger is included in the pallet) • Clear marking/instructions with regard to special handling or storage conditions if necessary |
| Packaging requirements: | <ul style="list-style-type: none"> • The packing is of a sturdy export quality, and of a commercial standard that will provide adequate protection of the goods for carriage by air, sea and/or road to final destinations worldwide, including remote locations under adverse climatic and storage conditions, and high humidity - i.e. not less than 17kN edge crush resistance with minimum 60% remaining with 90% humidity at a temperature of 40C (tropical conditions); • The packaging unit is strong, able to be stacked to a height of 4 pallets as static storage and 2 pallets during transport, and resistant to puncturing; • All wood packaging, including pallets and boxes, utilized in any shipment, have undergone the treatment, marking and documentation required to meet the specifications described in ISPM No. 15: Guidelines for Regulating Wood Packaging Material in International Trade, available at www.ippc.int • Pallets manufactured from other materials than solid wood are NOT acceptable (such as wood chip, plastic, MDF board, ply wood or carton). Quoted CPT prices shall include the following packaging requirements; |
| Temperature control cargo | Awarded vendor shall ensure that the cargo is maintained at a maximum temperature of 25 degrees Celsius at all times from manufacturing to CPT delivery. |
| Data-loggers: | <p>Vendor will be required to introduce two data-loggers at the time of stuffing each container. The cost of these data-loggers shall be included in the corresponding CPT prices submitted in response to this RFQ.</p> <ul style="list-style-type: none"> • 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). • <u>Air Shipments:</u> 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. • <u>Sea Shipments:</u> For container cargo, two USB data loggers should be placed in each container. • The minimum technical requirements for data loggers are as follows: <ul style="list-style-type: none"> - Measures temperature (from -30° to 70°c, with accuracy +/- 0.3°c). |

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| | <ul style="list-style-type: none"> - 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 |
| Quality assurance (recall and complaints) | The awarded supplier shall recall Goods according to the procedures set forth in WHO/SRA applicable guidelines, its internal guidelines and/or upon written request of UNDP. The awarded supplier agrees to handle any quality complain and shall immediately notify UNDP in writing when the need to recall a Product becomes known to the awarded supplier. |
| In-country pre-distribution authorisation | For consignments sent to NMSF, pre-distribution authorisation is the responsibility of National Medicines & Poisons Board (NMPB), Sudan. |
| Batch release and quality control: | The awarded bidder will provide a Certificate of Analysis (COA) for each batch included in each shipment. |
| Minimum Shelf life required: | Minimum 75% shelf life is required at time arrival under CPT delivery and 85% at the time of FCA delivery. Greater shelf life by shipment of as freshly as possible manufactured products will be preferred. |
| Mode of shipment: | Air freight + inland transportation to final destination, which will be NATIONAL MEDICAL SUPPLIES FUND, Khartoum (To be confirmed at PO placement) |
| Delivery Terms: | CPT Khartoum airport (Incoterms) 2010, palletized in EURO pallets |
| Specific requirements for customs clearance: | Clearance will be carried by NMSF clearance Staff, and the contractor has to submit full shipping documents set 5 working days before the expected arrival date the following documents: <ul style="list-style-type: none"> - Commercial Invoice - Packing list - Certificate of Origin approved from country authority - Certificate of Analysis approved from manufacturer QA - Airway Bill - Copy of insurance certificate |
| Distribution of documents: | Shipping documents: <ul style="list-style-type: none"> • Commercial invoice in full details, items names must be written in generic names with full specifications (Trade names can be put between two brackets). • Packing list clearly written with full information and with details of quantities of each batch. In addition to: <ul style="list-style-type: none"> - Cartons should be numbered serially - If there is a completion quantity it should be mentioned clearly |

| | |
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| | <p>in the carton which contains that quantity and stated in the packing list</p> <ul style="list-style-type: none"> - In case the working standard (not less than 3 gm with validity for at least one year) is shipped with the goods that should be mentioned clearly in the packing list the serial number of carton which contains the working standard - In case the working standard (not less than 3 gm with validity for at least one year) is shipped with the goods that should be mentioned clearly in the packing list the serial number of carton which contains the working standard <ul style="list-style-type: none"> • Certificate of origin certified as true and correct from the national Chamber of Commerce of the country of origin • Certificate of analysis for each batch • Air way bill or Bill of lading. • Expected time of arrival. <p>To UNDP for payment purposes - by email to UNDP Denmark to Pranisha.bajracharya@undp.org</p> <ul style="list-style-type: none"> - Itemized invoice - Packing list - Air Way bill for air shipments - Bill of landing for sea shipments |
| Consignee Name and Address: | <p>National Medical Supplies Fund P.O. Box 297, Khartoum, Sudan Focal Point: Dr. Nawal Eltahir Bakri Phone: +24991822002 & +24912228 Email: nawal.eltahir@nmsf.gov.sd</p> |
| Clearing Agent | <p>Clearing will be carried out by NMSF staff that has a custom permission</p> |

Section 4: Bid Submission Form⁷

(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: UNDP
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 30 March 2017, 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 *[insert: period of validity as indicated in Data Sheet]*.

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]*

⁷ 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 & product/s offer

As stated in Section 3 of this ITB, any products proposed in response and consequently to be supplied under this ITB must correspond to products that are either prequalified by WHO and/or authorized by an SRA.

As part of incoming offers in response to this ITB, UNDP will verify the status of offered products the evaluation in respect to the requirements stipulated above.

Section 6: Technical Bid Form

Please see Annex 2, "Section 6 - 7 ITB UNDP HIST 22-2017"

IMPORTANT: Bidders are required to complete the information in the column titled "product offered by bidder yes/no?" in the table for each of the products required in this ITB.

For those item lines offered by the bidder, information corresponding to the columns marked in grey below shall be completed.

All bidders are required to confirm their abidance to the following product requirements

| Requirement | Bidder confirmation (please tick as appropriate for each of the items offered in response to the ITB) |
|---|---|
| Confirmation that the offered product is prequalified by WHO and/or approved by an SRA | |
| UNDP requires minimum 75% minimum remaining product shelf life at the date of CPT delivery and 85% at the time of FCA delivery. Please indicate whether the products offered in response to this ITB adhere to this principle and ensure that product expiry date and manufacturing date for the required item. | |
| Information/ Confirmation on status of product registration in Sudan (indicate whether the product offered in response to this ITB is registered or not). | |
| Confirmation of acceptance of minimum packing and marking requirements and specific packaging requirements as stipulated in Section 3 of this ITB. | |
| Confirmation of availability for labelling, packaging and artwork, for products offered in this ITB, in English language (please specific which is available for each product offered in response to the ITB) | |
| Assurance that cargo will be maintained at max. temperature of 25 C at all times from manufacturing to CPT/FCA delivery & that data loggers will be included in shipments. | |

Section 7: Price Schedule Form

IMPORTANT: Please see attached Excel Form, “Annex 2, Section 6 - 7 ITB UNDP HIST 22-2017” to be submitted in PDF and Excel form

Bidders are required to complete columns marked grey in the table quoted in response to this ITB.

SECTION 8: UNDP GENERAL TERMS AND CONDITIONS FOR GOODS

Any purchase order issued by UNDP as an outcome of this tender process will be governed by the UNDP General Terms and Conditions for Goods. A fully copy of these General Terms and Conditions is available from the following link;

<http://www.undp.org/content/dam/undp/documents/procurement/documents/General%20Terms%20and%20Conditions%20for%20Goods%20-%20English.pdf>.

ANNEX 1

UNDP Supplier Information – Dataloggers

UNDP and ELPRO signed a Long-Term Agreement for the provision of supply of dataloggers to monitor transportation and storage conditions of health item. We are glad to announce that Suppliers to the UNDP are able to source the following dataloggers at UNDP rates:

LIBERO CB - single use temperature logger

Part no. 800002

- PDF Logger, single use, -20 °C..+70 °C
- **Upper / lower alarm** plus time and MKT as alarm criteria
- 8'800 measurements values (equals 60 days run time with 10 min interval)

http://www.elpro.com/uploads/tx_elproproducts/TS_LIBERO_CB_V3_E_hq.pdf

IMPORTANT: Only available in boxes of 40 pcs.



LIBERO Ti1-L - multi use temperature logger

- Temperature PDF Logger, multiple use, -35 °C..+70 °C
- 3 years' shelf-life
- Multi-level-alarm (6 ranges)
- 16'000 measurements values

[Technical specification LIBERO Ti1-L](#)

LIBERO THi1 - multi use temperature/humidity logger

Part no. 800013

- Temperature/Humidity PDF Logger , multiple use, -35 °C..+70 °C, 0% RH..100% RH
- 14 months' shelf-life, 400 days logging time
- Upper and lower alarm limits for temperature and humidity
- 8'000 measurements values per channel

[Technical specification LIBERO THi1](#)

Part no. 800011



For detailed price quotation please contact us at swiss@elpro.com with reference UNDP.

