



**Invitation to Bid (ITB) for Goods**  
**INTERNATIONAL COMPETATIVE BIDDING**  
**SUPPLY OF PHARMACEUTICALS**

ITB Ref No: UNOPS/KHOH/2017/18

DATE :- 22 AUGUST 2017

## Invitation letter

Dear Sir/Madam,

**Subject: Invitation to Bids for the Supply of** various Anti Malaria Drugs as detailed in Schedule of Requirements **to Philippines – ITB Ref No.:** UNOPS/KHOH/2017/18

The United Nations Office for Project Services (hereinafter referred to as UNOPS) is pleased to invite prospective bidders to submit a bid in accordance with the UNOPS General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

The ITB consists of the following:

- This Invitation Letter
- Section I: ITB Particulars
- Section II: Instructions to Bidders
- Section III: Evaluation Criteria
- Section IV: Schedule of Requirements
- Section V: Returnable Bidding Forms
  - Form A: Bid/No Bid Confirmation Form
  - Form B: Checklist Form
  - Form C: Bidder Information Form
  - Form D: Joint Venture Partner Information Form
  - Form E: Bid Submission Form
  - Form F: Price Schedule Form
  - Form G: Technical Bid Form
  - ~~Form H: Bid Security Form~~-(Not Required)
  - Form I: Manufacturer's authorization form
  - Form J: Performance Statement Form
  - Form K: No Adverse Action Confirmation Form
- Section VI: Contract Forms
  - VI-1: UNOPS General Conditions of Contract
  - VI-2: Special Conditions for Goods/Services

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it to UNOPS by the deadline for bid submission set out in Section I: ITB Particulars.

Please acknowledge receipt of this ITB by returning Form A (see Section V, Returnable Bidding Forms) as far in advance of the bid opening date as possible, to the email address: [chandanyu@unops.org](mailto:chandanyu@unops.org), indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the form in order for UNOPS to improve its effectiveness in future invitations.

We look forward to receiving your bid.

**Pre-cleared by:**

**Approved by:**

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**Name: Vikram Singh**  
**Title: Senior Procurement Advisor**  
**Date: 22 August 2017**

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**Name: Hubert Staberhofer**  
**Title: Director, UNOPS–Cambodia, LAO & Philippines**  
**Date: 22 August 2017**

## Section I: ITB Particulars

The following specific data shall complement, supplement or amend the provisions in Section II: Instruction to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section II: Instructions to Bidders.

Instructions to Bidders Article	Particulars
Scope of Bid (Article 1)	<p>The goods include the supply of various anti – malarial drugs to Department of Health (DoH), Philippines as further described in Section IV of this ITB.</p> <p>This ITB includes multiple Lots as described in detail in Section IV of this ITB.</p>
Contact person for correspondence, notifications and requests for clarifications (Article 1)	<p>All correspondence, notifications and requests for clarifications in relation to this ITB shall be sent to:</p> <p><a href="mailto:chandanyu@unops.org">chandanyu@unops.org</a> : and copy to <a href="mailto:kurianpandalayilo@unops.org">kurianpandalayilo@unops.org</a>  <b>United Nations Office for Project Services            Cambodia.</b></p> <p><b>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Article 22).</b></p>
Interpretation of the ITB (Article 2)	<p>This ITB is conducted in accordance with the applicable provisions of UNOPS Procurement Manual (latest version of which can be accessed at: <a href="https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx">https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx</a>) and other relevant Organisational Directives and Administrative Instructions that are referred to in the Procurement Manual. In case of contradictions between this ITB and the UNOPS Procurement Manual, the UNOPS Procurement Manual shall prevail.</p>
Bidder Eligibility (Article 4)	<p>No nationalities are excluded from submitting a bid.</p>
Clarifications (Article 7) and Amendments (Article 3)	<p>Requests for clarification from bidders will not be accepted any later than <b>1 September, 2017</b></p> <p>Responses to requests for clarification and/or amendments shall be communicated to bidders by posting responses on UNOPS' website at <a href="https://www.unops.org/english/Opportunities/suppliers/Pages/Business-opportunities.aspx">https://www.unops.org/english/Opportunities/suppliers/Pages/Business-opportunities.aspx</a> under ITB Case No. UNOPS/KHOH/2017/18.</p>
Clarification or Pre-bid Meeting (Article 8)	<p>A clarification meeting shall not be held.</p>
Site Inspection (Article 9)	<p>A site inspection shall not be held.</p>

Bid validity period (Article 12)	Bids shall remain valid for acceptance by UNOPS for 90 days from the Deadline for Bid Submission.
Partial bids (Article 13)	Bidders shall be allowed to quote prices for one or more lots identified in Section IV: Schedule of Requirements. However, bidders must offer 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Evaluation will be done per lot.
Alternative bids (Article 14)	Alternative bids are not accepted.
Bid Currenc(ies) (Article 16)	Prices shall be quoted in USD
Duties and Taxes (Article 17)	All bids shall be submitted net of any direct taxes [ <b><i>customs duties and indirect taxes, such as sales taxes, VAT etc</i></b> ]
Bid Security (Article 18)	Bid security is not required.
Language of bids (Article 20)	All bids, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this bid process shall be in English.
Deadline for Bid Submission (Article 21)	All bids must be submitted by <b>14:00 hrs (GMT: +07:00 hrs) Cambodia Time on 6 September, 2017</b>
Bid Submission (Article 22)	Bids must be submitted as follows:  By e-mail to secure bid e-mail address: <a href="mailto:procurekhoc@unops.org">procurekhoc@unops.org</a> , by the Deadline for Bid Submission and shall not exceed <b>8 Megabytes</b> . In order to facilitate UNOPS evaluation process, documents attached should be named according to the section/form number of this ITB and –where possible- PDF documents should be provided in a format which allows text searches within the document.
Opening of Bids (Article 24)	Public bid opening will not be held.
Type of contract to be awarded (Article 33)	UNOPS will sign the following contract with the awarded bidder(s): Purchase Order
Signing of contract (Article 33)	UNOPS plans to award the contract by 3 <sup>rd</sup> Week of September.
Performance Security (Article 34)	Performance security is not required.
Payment terms (Article 35)	Within 30 days after receipt of the goods/services and on submission of payment documentation.

Advanced Payment (Article 35)	Advanced payment is not allowed.
Liquidated damages (Article 36)	UNOPS will deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage of 0.3% of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to the General Conditions of Contract.

## Section II: Instruction to Bidders

### 1. SCOPE OF BID

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Bidders are invited to submit a bid for the goods and/or services specified in Section IV: Schedule of Requirements, in accordance with this ITB. A summary of the scope of the bid is included in **Section I: ITB Particulars**.

All correspondence and notification in relation to this ITB shall be sent to the contact person and address set out in **Section I: ITB Particulars**. Please note that the address for Bid Submission may be different.

### 2. INTERPRETATION OF THE ITB

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This ITB is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights.

No binding contract, including a process contract or other understanding or arrangement, will exist between the bidder and UNOPS and nothing in or in connection with this ITB shall give rise to any liability on the part of UNOPS unless and until the Contract is signed by UNOPS and the successful bidder.

### 3. AMENDMENTS TO THE ITB

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Prior to the deadline for Bid Submission, UNOPS may at its discretion modify the bidding documents by way of a written addendum. All written addenda to the bidding documents shall form part of the ITB.

In the event UNOPS modifies the ITB, UNOPS will notify in writing all bidders that have received the ITB directly from UNOPS if the ITB was not available online, and/or, if the ITB was available online or if stated in the **ITB Particulars in Section I**, responses will be posted online.

In order to give the bidders reasonable time to take such modification into account, UNOPS may extend the Deadline for Bid Submission as may be appropriate under the circumstances.

### 4. BIDDER ELIGIBILITY

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Bidders may be a private, public or government-owned legal entity or any association with legal capacity to enter into a binding contract with UNOPS.

A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in **Section I: ITB Particulars**. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

A Bidder shall not have a conflict of interest. A bidder shall be considered to have a conflict of interest if:

- A Bidder has a close business or family relationship with a UNOPS personnel who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract;
- A Bidder is associated, or has been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNOPS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process;
- A Bidder has an interest in other bidders, including when they have common ownership and/or management. Bidders shall not submit more than one bid, except for alternative offers, if permitted. This will result in the disqualification of all bids in which the Bidder is involved. This includes situations where a firm is the Bidder in one bid and a sub-contractor on another; however, this does not limit the inclusion of a firm as a sub-contractor in more than one bid.

Bidders must disclose any actual or potential conflict of interest in the Bidder Information Form and they shall be deemed ineligible for this procurement process unless such conflict of interest is resolved in a manner acceptable to UNOPS. Failure to disclose any actual or potential conflict of interest may lead to the Bidder being sanctioned further to UNOPS policy on vendor sanctions.

A Bidder shall not be eligible to submit a bid if and when at the time of bid submission, the Bidder:

- is included in the Ineligibility List, hosted by [UNGM](#), that aggregates information disclosed by UNOPS ([UNOPS Ineligibility List](#)) and other Agencies, Funds or Programs of the UN System;

- is included in the [Consolidated United Nations Security Council Sanctions List](#), including the [UN Security Council Resolution 1267/1989 list](#);
- is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](#) and [World Bank Listing of Ineligible Firms and Individuals](#).
- is included in any other Ineligibility List from a UNOPS partner and if so listed in **Section I: ITB Particulars**.
- is currently suspended from doing business with UNOPS and removed from its vendor database(s), for reasons other than engaging in proscribed practices as defined in the UNOPS Procurement Manual.

All bidders are expected to embrace the principles of the [United Nations Supplier Code of Conduct](#), given that it originates from the core values of the Charter of the United Nations. UNOPS also expects all its suppliers to adhere to the principles of the [United Nations Global Compact](#) and requests that all bidders observe the highest standard of ethics during the entire bid process, as well as the duration of any contract that may be awarded as a result of this bid process as further defined in Article 40.

If a bidder does not have all the expertise required for the provision of the goods/services to be provided under the Contract, such bidder may submit a bid in association with other entities, particularly with an entity in the country where the goods and/or services are to be provided. In the case of a joint venture, consortium or association:

- (i) All parties of such joint venture, consortium or association shall be jointly and severally liable to UNOPS for any obligations arising from their bid and the Contract that may be awarded to them as a result of this ITB;
- (ii) The bid shall clearly identify the designated entity designated to act as the contact point to deal with UNOPS. The duly filled Form D: Joint Venture Partner Information Form must be included with the Bid. Such entity shall have the authority to make decisions binding upon the joint venture, association or consortium during the bidding process and, in the event that a contract is awarded, during the duration of the contract; and
- (iii) The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of UNOPS.

## **5. ERRORS OR OMISSIONS**

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Bidders shall immediately notify UNOPS in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

## **6. BIDDERS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT**

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Bidders shall be responsible to inform themselves in preparing their bid. In this regard, Bidders shall ensure that they:

- i. examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB;
- ii. review the ITB to ensure that they have a complete copy of all documents;
- iii. obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;
- iv. verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site Inspection or any discussion with UNOPS, its employees or agents;
- v. attend any Clarification Meeting or Site Inspection if it is mandatory under this ITB;
- vi. fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods/services; and
- vii. form their own assessment of the nature and extent of the goods/services required as included in Section IV: Schedule of Requirements and properly account for all requirements in their Bid.

Bidders acknowledge that UNOPS, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.

## 7. CLARIFICATION OF THE ITB

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Bidders may request clarification of the ITB or bid process by submitting a written request to the contact stated in **Section I: ITB Particulars** up to the time stated in **Section I: ITB Particulars** and thereafter requests for clarification will not be accepted. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.

UNOPS shall gather all requests for clarification and may respond in writing to all such requests at the same time. Responses to requests for clarification shall be communicated directly to all bidders that received the ITB directly from UNOPS if the ITB was not available online, and/or, if the ITB was available online or if stated in **Section I: ITB Particulars**, responses will be posted online without disclosing the names of the bidders who submitted the requests for clarification.

## 8. CLARIFICATION OR PRE-BID MEETING

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Unless otherwise instructed in writing by UNOPS, a clarification or pre-bid meeting will only be held if stated **Section I: ITB Particulars**, at the time and place and in accordance with any instructions set out in the **Section I: ITB Particulars**.

If it is stated in **Section I: ITB Particulars** that a clarification meeting shall be mandatory, a bidder which does not attend the clarification meeting shall become ineligible to submit a bid under this ITB.

The names of representatives of bidders who will attend the clarification meeting shall be submitted in writing by bidders to the UNOPS contact person listed in **Section I: ITB Particulars**, including the full name and position of each representative at least 1 working day before the clarification meeting is to be held.

UNOPS will not issue any formal answers to questions from bidders regarding the ITB or bid process during the clarification meeting. All questions shall be submitted in accordance with Article 7.

The clarification meeting shall be conducted for the purpose of providing background information only. Without limiting Article 6, bidders shall not rely upon any information, statement or representation made at the clarification meeting unless that information, statement or representation is confirmed by UNOPS in writing.

UNOPS shall prepare minutes of the clarification meeting and communicate them in writing directly to all bidders which received the bid documents directly from UNOPS if the ITB was not available online, and/or, if the ITB was available online or if stated in **Section I: ITB Particulars**, the minutes will be posted online without disclosing the names of the bidders who attended the clarification meeting, shortly after the clarification meeting.

## 9. SITE INSPECTION

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Unless otherwise instructed in writing by UNOPS, a site visit will only be held if stated in **Section I: ITB Particulars**, at the time and place and in accordance with any instructions set out in **Section I: ITB Particulars**.

If it is stated in **Section I: ITB Particulars** that a site inspection shall be mandatory, a bidder which does not attend the site inspection shall become ineligible to submit a bid under this ITB.

Bidders participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.

Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing UNOPS in respect of any liability that may arise from:

- (i) loss of or damage to any real or personal property;
- (ii) personal injury, disease or illness to, or death of, any person;
- (iii) financial loss or expense, arising out of the carrying out of that site inspection; and
- (iv) transportation by UNOPS to the site (if provided) as a result of any accidents or malicious acts by third parties.

UNOPS will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site visit. All questions shall be submitted in accordance with Article 7.



A site visit will be conducted for the purpose of providing background information only. Without limiting Article 6, bidders shall not rely upon any information, statement or representation made at a site visit unless that information, statement or representation is confirmed by UNOPS in writing.

## 10. DOCUMENTS COMPRISING THE BID

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The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Returnable Bidding Forms included in Section V;
- (b) Bid Security if specified in **Section I: ITB Particulars**, in accordance with Instructions to Bidders Article 18, if required;
- (c) documentary evidence as specified in Section III: Evaluation Criteria to establish the Bidder's compliance with the applicable eligibility, formal, qualification and technical criteria.

## 11. REMUNERATION FOR AND COSTS OF BIDS

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Bidders shall not be entitled to any remuneration or compensation for the preparation and submission of their bid.

Bidders acknowledge that their participation in any stage of the solicitation process for this ITB is at the bidders' own risk and cost. UNOPS shall not be responsible for any costs or expenses incurred by bidders in the preparation and submission of bids or participation in the solicitation process, including as part of any clarification meeting or site inspection.

UNOPS is not liable to bidders for any costs, expense or loss on any legal, contractual, quasi contractual or restitutionary basis incurred or suffered in connection with the ITB or bidders' participation in the solicitation process, including where:

- (i) clarifications and addenda are provided or not provided to bidders;
- (ii) a bidder is not selected or not engaged to carry out the services;
- (iii) UNOPS varies, terminates, suspends or delays any aspect of the bid process or conducts another process in its place;
- (iv) UNOPS elects not to proceed with the ITB in whole or in part; or
- (v) UNOPS exercises any other rights under the ITB.

## 12. BID VALIDITY PERIOD

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Bids shall remain valid for acceptance by UNOPS for the entire period set out in **Section I: ITB Particulars**. A bid valid for a shorter period of time shall not be further considered.

Prior to expiration of the bid validity period, UNOPS may request in writing that the bidders extend the validity of their bids with the same conditions. The bid of Bidders who decline to extend the validity of their bid shall become disqualified as no longer valid.

## 13. PARTIAL BIDS

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Bidders must offer goods and/or services for the total requirement requested under Section IV: Schedule of Requirements unless if so stated in **Section I: ITB Particulars**. Bids offering only part of the requirements may be rejected unless permitted otherwise in **Section I: ITB Particulars**.

If indicated in **Section I: ITB Particulars** that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section I, bidders must offer 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. If applicable, the methodology of evaluation to determine the award of multiple lot combinations will be specified in Section III, Evaluation Criteria.

## 14. ALTERNATIVE BIDS

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Bidders shall not submit more than one bid per Bidder in this ITB process, with the exception of alternative offers if so provided for in **Section I: ITB Particulars**. Where the conditions for its acceptance are met, UNOPS reserves the right to award a contract based on an alternative bid.

If **Section I: ITB Particulars** states that alternative bids shall not be accepted, then these will not be evaluated. If a bidder submits more than one bid:

- (i) All bids marked as "Alternative Bid" will be disqualified and only the bid marked as "Initial Bid" will be evaluated; or,
- (ii) All bids will be rejected if no indication is provided as to which bid is the original bid and which is/are the alternative bid(s).

## 15. BID PRICES AND DISCOUNTS

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The prices and discounts quoted by the Bidder in the Bid Submission Form shall conform to the requirements specified below.

All items and lots (if applicable) must be listed and priced separately in the Price Schedules.

The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

The terms FCA, CPT and other similar terms shall be governed by the rules prescribed in the 2010 edition of Incoterms, published by The International Chamber of Commerce. The Incoterms rules and place of destination is specified in Section IV: Schedule of Requirements.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in **Section I: ITB Particulars**. A Bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected, pursuant to Instructions to Bidders Article 26. However, if in accordance with **Section I**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

If indicated in **Section I: ITB Particulars** bids are being invited for individual contracts (lots) and unless otherwise indicated in Section I, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.

## 16. BID CURRENCY(IES)

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Prices in the bid shall be quoted in the currency(ies) stated in **Section I: ITB Particulars**. If applicable, for comparison and evaluation purposes, UNOPS will convert the bid prices into USD at the official United Nations rate of exchange in force at the time of the Deadline for Bid Submission.

UNOPS reserves the right not to reject any bids submitted in a currency other than the mandatory bidding currency(ies). UNOPS may accept bids submitted in another currency than stated above if the Bidder confirms during clarification of bids in writing that it will accept a contract issued in the mandatory bid currency and that for conversion the official United Nations operational rate of exchange of the day of ITB deadline as stated in the Section I: ITB Particulars shall apply. Regardless of the currency of bids received, the contract will always be issued and subsequent payments will be made in the mandatory bidding currency above.

## 17. DUTIES AND TAXES

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Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNOPS as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All bids shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in **Section I: ITB Particulars**.

## 18. BID SECURITY

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The Bidder shall furnish as part of its bid, a Bid Security, if required in **Section I: ITB Particulars**.

The Bid Security shall be in the amount and form specified in **Section I: ITB Particulars** and shall:

- (a) Be in the same currency as stipulated in Instructions to Bidders, Article 16.
- (b) Be valid for thirty (30) days beyond the period of bid validity prescribed by UNOPS pursuant to Article 12, Bid Validity Period.

A bid that does not include a Bid Security in the amount and form described above may be rejected by UNOPS.

Unsuccessful Bidders' bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by UNOPS pursuant to Article 12, Bid Validity Period.

The successful Bidder(s)' bid securities will be discharged/returned upon the Bidder executing the contract, pursuant to Article 33, Signing of Contract.

The bid security may be forfeited:

- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the bid submission form; or
- b. In the case of the successful Bidder, if the Bidder fails to sign the contract in accordance with Article 33, Signing of Contract.

## **19. FORMAT AND SIGNING OF BIDS**

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The bid shall be typed and shall be signed in indelible ink by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

A bid shall contain no interlineations, erasures, or overwriting. If necessary to correct errors made by a Bidder, hand written corrections to the bid may be made before the submission and/or the Deadline for Bid Submission. In this case, such corrections shall be initialled by the person or persons who signed the bid.

## **20. LANGUAGE OF BIDS**

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All bids, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this bid process shall be in the language set out in **Section I: ITB Particulars**.

Supporting documents may be submitted in their original language. If such language is different from that set out in **Section I: ITB Particulars**, the supporting documents shall be submitted together with a translation of the supporting documents' relevant excerpts. In any such case, for interpretation of the bid, the translation shall prevail. The sole responsibility for translation and the accuracy thereof shall rest with the Bidder.

## **21. DEADLINE FOR BID SUBMISSION**

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All bids shall be received by UNOPS by no later than the time and date set out in **Section I: ITB Particulars**. It shall be the sole responsibility of the bidders to ensure that their bid is received by the Closing Date. Bids submitted after the Deadline for Bid Submission shall be rejected.

UNOPS may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 3 Amendment of solicitation documents. In this case, all rights and obligations of UNOPS and Bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.

## **22. BID SUBMISSION**

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All bids shall be submitted to UNOPS in accordance with the requirements set out in this ITB, including in **Section I: ITB Particulars**.

Bids that are not submitted in accordance with the provisions set out in this ITB shall be rejected.

## **23. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS**

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Prior to the Deadline for Bid Submission, a bidder may withdraw, substitute, or modify its submitted Bid by sending a written notice to UNOPS. However, after the Deadline for Bid Submission, the bids shall remain valid and open for acceptance by UNOPS for the entire Bid Validity Period, as may be extended.

Bids for which withdrawal has been requested prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, UNOPS shall have the right to discard such bid unopened without further notice to the Bidder. UNOPS shall not be responsible to return the bid to the Bidder at UNOPS' cost.

## **24. OPENING OF BIDS**

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Bids will be opened by a UNOPS bid opening panel consisting of at least two personnel. Bidders may attend the opening of the bids, if stated in **Section I: ITB Particulars**.

## **25. CLARIFICATION OF BIDS**

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UNOPS may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by UNOPS in the Evaluation of the bids, in accordance with Instructions to Bidders Article 27.

UNOPS may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.

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**26. COMPLIANCE OF BIDS**

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UNOPS's determination of a bid's compliance is to be based on the contents of the bid itself.

A substantially compliant Bid is one that meets or exceeds the requirements under the Schedule of Requirements and the Evaluation Criteria of the ITB without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and/or Services specified in the Schedule of Requirements; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, UNOPS' rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially compliant bids.

If a bid is not substantially compliant to the Bidding Documents, it shall be rejected by UNOPS and may not subsequently be made compliant by the Bidder by correction of the material deviation, reservation, or omission.

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**27. MINOR INFORMALITIES, ERRORS, OR OMISSIONS**

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Provided that a Bid is substantially compliant, UNOPS may waive any minor informalities, errors or omissions in the Bid that do not constitute a material deviation. These are a matter of form and not of substance that can be corrected or waived without being prejudicial to other Bidders.

Provided that a bid is substantially compliant, UNOPS may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify minor informalities, errors or omissions in the Bid.

Provided that the Bid is substantially compliant, UNOPS shall correct arithmetical errors on the following basis:

- (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 UNOPS 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 (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security may be forfeited.

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**28. PRELIMINARY EXAMINATION**

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Upon opening of the bids, UNOPS shall proceed to a preliminary examination of the bids to confirm that all documents and technical documentation requested in Instructions to Bidders Article 10, Documents comprising the bid, have been provided, and to determine the completeness of each document submitted. UNOPS may reject any bid during the preliminary examination which does not comply with the formal and eligibility requirements set out in Section III: Evaluation criteria, without further consultation with the bidder.

Bids which are incomplete, frivolous, or that contain material deviations from or reservations to the terms of the Contract, may, in UNOPS absolute discretion, be rejected or excluded from further consideration at any time during the evaluation, including after preliminary examination.

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**29. EVALUATION OF BIDS**

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To evaluate a Bid, UNOPS shall only use all the methodologies and criteria defined in the ITB. No other criteria or methodology shall be permitted.

All bids found substantially compliant with the formal and eligibility criteria under Article 28, Preliminary Examination, will go through subsequent evaluation as follows:

1. Qualification criteria (if included in Section III: Evaluation Criteria). Only bidders meeting the minimum qualification criteria will be deemed qualified and be evaluated further.

2. Technical evaluation will be conducted to establish substantial compliance, as per criteria included in Section III. When the specifications of the item/s quoted vary in one or more significant aspect/s from the minimum required technical specifications, or when the bid does not meet the delivery schedule, the bid will not be considered substantially compliant and will not be evaluated further.
3. The prices of bids found to be substantially compliant, will be compared to identify the most substantially compliant bid which represents the lowest overall costs to UNOPS.

After completion of the evaluation but prior to award, UNOPS shall conduct background checks/due diligence on the Bidder recommended for award, to confirm the Bidder meets the criteria set forth in this ITB or as appropriate to the nature of the procurement process and to reject a Bidder on the basis of these findings. Bidders shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the Bidder's premises.

### **30. AWARD CRITERIA**

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In the event of a Contract award, UNOPS shall award the Contract to a Bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest priced, substantially compliant offer to the Bidding Documents. UNOPS reserves the right to conduct negotiations with the bidder recommended for award on the content of their bid.

### **31. UNOPS RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD**

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At the time the Contract is awarded, UNOPS reserves the right to increase or decrease the quantity of Goods and/or Services originally specified in Section IV, Schedule of Requirements, provided this does not exceed the percentages specified in **Section IV: Schedule of Requirements**, and without any change in the unit prices or other terms and conditions of the bid and the ITB.

### **32. NOTIFICATION OF AWARD**

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Prior to the expiration of the period of bid validity, UNOPS will notify the successful Bidder in writing by email or post, that its bid has been accepted. Please note that the Bidder, if not already a registered vendor, will be required to complete a vendor registration process on the UNGM prior to the signature and finalization of the contract.

### **33. SIGNING OF CONTRACT**

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At the same time as UNOPS notifies a successful Bidder that its bid has been accepted, UNOPS will invite the Bidder, provided the Bidder is successfully registered on the UNGM, to sign the final version of the Contract provided in the Bidding Documents, incorporating all agreements between the parties.

### **34. PERFORMANCE SECURITY**

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The successful Bidder, if so specified in **Section I: ITB Particulars** shall furnish a Performance Security in the amount and form specified therein, within the specified number of days after receipt of the Contract from UNOPS. UNOPS shall promptly discharge the Bid Securities of the unsuccessful Bidders pursuant to Instructions to Bidders Article 18.

Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event UNOPS may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by UNOPS to be qualified to perform the Contract satisfactorily.

### **35. PAYMENT TERMS**

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UNOPS will ordinarily effect payment within 30 days after receipt of the services/goods and on submission of payment documentation unless otherwise stated in **Section I: ITB Particulars**. Time in connection with discounts offered for accelerated payment will be computed from the date of receipt of payment documents by UNOPS. Payment discounts will not be considered in the financial evaluation.

Unless otherwise stated in **Section I: ITB Particulars**, UNOPS will not accept requests from Bidders to make advanced payments on the contract signed, i.e. payments made prior to receipt of goods and/or services.

If so accepted in **Section I: ITB Particulars**, a request from the bidder for advance payment shall be justified in writing by the bidder in its bid. This justification must explain the need for the advance payment, itemize the amount requested, and provide a time-schedule for utilization of the requested advance payment amount. If such request is duly accepted by UNOPS, UNOPS may require the Bidder to submit a Bank Guarantee in the

same amount as the advanced payment, in the form included in Section VI Contract Forms, or another Form acceptable to UNOPS.

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**36. CONTRACT MANAGEMENT**

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UNOPS will continuously manage the contractor's performance during the entire contract period and will conduct performance evaluation based on Key Performance Indicators (KPIs) or Service Level Agreements (SLA) if so specified in Section IV: Schedule of Requirements.

Except under the circumstances of Force Majeure as described under the UNOPS General Conditions of Contract, if the Contractor fails to deliver any or all of the goods by the date(s) of delivery or perform the services tied to the delivery of goods within the period specified in the Contract, UNOPS may, without prejudice to any or all its other remedies under the Contract and if so stated in **Section I: ITB Particulars**, deduct from the Contract price, as liquidated damages, a sum of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to the General Conditions of Contract.

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**37. PUBLICATION OF CONTRACT AWARD**

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UNOPS shall publish in its website (<https://data.unops.org>) information regarding the purchase order(s) awarded as a result of this ITB. After publication of the award, unsuccessful Bidders may request in writing to UNOPS for a debriefing seeking explanations on the grounds on which their bids were not selected. UNOPS shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

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**38. OTHER UNOPS RIGHTS**

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Subject to Article 29, UNOPS shall have no obligation to accept any bid, including the bid with the lowest price.

UNOPS may, in its absolute discretion, do all or any of the following:

- (i) require additional information from bidders;
- (ii) change the structure and timing of the ITB;
- (iii) alter, terminate, suspend or defer the bid process or any part of or activity in it;
- (iv) consider or accept or reject any bid which is non-conforming;
- (v) request, attend or conduct any site inspections or clarification meetings;
- (vi) request, attend or observe any product, plant, equipment or other demonstration, trial or test, provided UNOPS acts reasonably in so doing;
- (vii) abandon, cancel or otherwise not proceed with the bid process at any time prior to the award of a contract, without any liability toward the bidders and without providing any reason or notice to bidders.

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**39. CONFIDENTIALITY**

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All information and documents provided to the bidders by UNOPS shall be treated as confidential by the bidders and shall:

- (i) remain the property of UNOPS;
- (ii) not be used for any purpose other than the purpose of preparing a bid; and
- (iii) be immediately returned to UNOPS in the event the bidder declines to respond to this ITB, or, in the event of a rejected or an unsuccessful bid, within fifteen days of being notified by UNOPS that its bid was rejected or unsuccessful.

All information and documents provided to the bidders by UNOPS shall not be disclosed to any third party, except:

- (i) with the prior written consent of UNOPS;
- (ii) where the third party is assisting a bidder in preparing the bid, provided the bidder has previously ensured that party's adherence to this duty of confidentiality;
- (iii) if the information or documents is/are at the time of this ITB lawfully in the possession of the bidder through a party other than UNOPS;
- (iv) if required by law, and provided that the bidder has previously informed UNOPS in writing of its obligation to disclose the information or documents; or
- (v) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

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**40. ETHICS AND CORRUPT PRACTICES**

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UNOPS requires that all bidders observe the highest standard of ethics during the entire bid process, as well as the duration of any contract that may be awarded as a result of this bid process. Therefore, all bidders shall represent and warrant that they:

- (i) have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the bid process and any contract that may be awarded as a result of this bid process;
- (ii) have no conflict of interest that would prevent them from entering into a contract with UNOPS, and shall have no interest in other bidders or parties involved in this bid process or in the project underlying this bid process;
- (iii) have not engaged, or attempted to engage, in any Proscribed Practices in connection with this ITB process or the contract that may be awarded as a result of this ITB process. For the purposes of this provision, Proscribed Practices are defined in the [UNOPS Vendor Sanctions Procedures](#), and include:
  - A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - A fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - A coercive practice is an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;
  - A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - An unethical practice: Conduct or behavior that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with UNOPS;
  - Obstruction: Acts or omissions by a Vendor that prevent or hinder UNOPS from investigating instances of possible Proscribed Practices.

In the event that a bidder fails to comply with any of the above representations and warranties, UNOPS shall have the right to reject the bid submitted by such bidder, and to terminate any contract that may have been awarded as a result of this bid process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the bidder may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

#### **41. AUDIT**

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UNOPS may conduct investigations relating to any aspect of the Contract award at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNOPS access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNOPS hereunder.

#### **42. BID PROTEST**

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Any bidder that believes to have been unjustly treated in connection with this bid process or any contract that may be awarded as a result of such bid process may submit a complaint to UNOPS' General Counsel. More information about bid protests can be found on UNOPS' website at [www.unops.org](http://www.unops.org).

## Section III: Evaluation Criteria

UNOPS's evaluation of a bid shall take into account, in addition to the Bid Price quoted, the following evaluation criteria.

**Eligibility and Formal Criteria** – evaluated on Pass/Fail basis and checked during Preliminary Examination

Criteria	Documents to establish compliance with the criteria
1. Bidder is eligible as defined in Instructions to Bidders, Article 4	<ul style="list-style-type: none"> <li>• Form C: Bidder Information Form</li> <li>• Form D: Joint Venture Partner Information Form, all documents as required in the Form, in the event that the Bid is submitted by a Joint Venture.</li> <li>• Form E: Bid Submission Form</li> </ul>
2. Completeness of the Bid. All documents and technical documentation requested in Instructions to Bidders Article 10 have been provided and are complete	<ul style="list-style-type: none"> <li>• All documentation as requested under Instructions to Bidders Article 10, Documents Comprising the Bids</li> </ul>
3. Bidder accepts UNOPS General Conditions of Contract as specified in Section VI	<ul style="list-style-type: none"> <li>• Form E: Bid Submission Form</li> </ul>
4. Bidder's Price offered for the goods	<ul style="list-style-type: none"> <li>• Form F: Price Schedule Form</li> </ul>

**Qualification criteria** – evaluated on Pass/Fail basis

Criteria	Documents to establish compliance with the criteria
1. The bid's delivery requirements (including the INCOTERM rule(s) requested) are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section IV : Schedule of Requirements	<ul style="list-style-type: none"> <li>• Form E: Bid Submission Form</li> <li>• Form F: Price Schedule Form</li> </ul>
2. Experience. The manufacturer whose products are offered by the Bidder must have manufactured and supplied the specific Goods to the extent of at least 50 % of the quantity indicated against each lot under "Section IV, Schedule of Requirements" in any one of the last 3 calendar years.	<ul style="list-style-type: none"> <li>• Form J : Performance Statement Form</li> </ul>
3. Bidder should be in continuous business of manufacturing / supplying the specific product as specified in the 'Schedule of requirement' during the last 1 (one) year and similar products during the last 3 (three) years prior to bid opening.	<ul style="list-style-type: none"> <li>• Certification of incorporation of the Bidder</li> <li>• Form J: Performance Statement Form</li> </ul>
4. If a Bidder does not manufacture or produce the Goods it offers to supply, he shall submit the Manufacturer's Authorization using the form included in Section V: Returnable Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the country of destination	<ul style="list-style-type: none"> <li>• Form I: Manufacturer's Authorization Form, if bidder is not manufacturer</li> </ul>



5. There should not be any adverse report regarding the supplies for at least five years preceding the date of bid opening.	<ul style="list-style-type: none"> <li>• Form K: No Adverse Action Confirmation Form</li> </ul>
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**Technical criteria**

Criteria	Documents to establish compliance with the criteria
1. Goods offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section IV: Schedule of Requirements.	<ul style="list-style-type: none"> <li>• Form G: Technical Bid Form</li> <li>• Product Inserts</li> </ul>
2. The pharmaceuticals offered should have the approval of the statutory authority in its country of origin. The bidder should have Manufacturing and marketing license with the National Drug Regulatory Authority (NDRA) of the country the manufacturer	<ul style="list-style-type: none"> <li>• A copy of the manufacturing license</li> </ul>
3. The manufacturer, whose product is being offered, has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on Pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods [for the factory where the specific pharmaceuticals are manufactured and are being offered for supply] or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC), and has demonstrated compliance with the above said quality standards during the past one years prior to bid submission	<ul style="list-style-type: none"> <li>• GMP Certificate</li> </ul>

## Section IV: Schedule of Requirements

### A. Summary of Requirements

UNOPS requirements are comprised of the following Lots:

Lot No	Item No.	Item Description	Product strength	Pack Size	Unit	Qty in Unit
I	1	Artemether + Lumefantrine; 24 tabs/blister pack, 1 box=30BP = 720 tabs/box	20mg+ 120mg fixed dose	720 tabs/box	Box	600 Boxes
	2	Artemether + Lumefantrine; 18 tabs/ blister pack, 1 box=30 BP = 540 tabs/box	20mg+ 120mg fixed dose	540 tabs/box	Box	50 Boxes
	3	Artemether + Lumefantrine; 12 tabs; 6 tabs/blister pack, 1 box=30 BP = 360 tabs /box	20mg+ 120mg fixed dose	360 tabs /box	Box	50 Boxes
	4	Artemether + Lumefantrine; ; 6 tabs; 6 tabs/blister pack, 1 box=30 BP = 180 tabs /box	20mg+ 120mg fixed dose	180 tabs /box	Box	50 Boxes
II	1	Chloroquine (as phosphate or diphosphate) ; 10x10 packs / box	250 mg(150 mg base tablets)	10x10 packs / box	Box	1,970 Boxes
III	1	Quinine Sulphate; 10x10 packs / box	325 mg(300 mg base)	10x10 packs / box	Box	20 Boxes
IV	1	Artesunate Suppository; 100 pieces / bottle	50 mg/piece	100 pieces / bottle	Bottle	1,310 Bottles

**B. Technical specifications for Goods and Comparative Data Table****Standard requirements:**

These products should meet the requirements of the pharmaceutical legislation and regulation of the country of origin for manufacturing and distribution of medicines. Country of origin means here the country where the finished product is manufactured.

Good Manufacturing Practices (GMP) standards as set out by the WHO should be adhered to, in all respects for manufacturing, packaging and labelling of products.

The product should also be compliant with monographs set by WHO International Pharmacopoeia (Int Ph), United States Pharmacopoeia (USP), British Pharmacopoeia (BP) and European Pharmacopoeia.

Labelling and package inserts shall be in English

**Quality Assurance Requirements: (For Lot 1 to 3)**

**The product selection will be based on the QA policy of the UNOPS.**

**As per the requirement of the UNOPS QA Policy, only the FPPs meeting the following requirements, on the date of closing of ITB, are eligible:**

- a. Prequalified by the WHO Prequalification Programme and/or;
- b. Approved or Registered by a Stringent Regulatory Authority defined as a regulatory authority which is (a) a member of the ICH (as specified on its website: [www.ich.org](http://www.ich.org)); or (b) an ICH Observer, being the European Free Trade Association (EFTA) as represented by Swiss Medic, Health Canada and World Health Organization (WHO) (as may be updated from time to time); or (c) a regulatory authority associated with an ICH member through a legally binding mutual recognition agreement including Australia, Norway, Iceland and Liechtenstein (as may be updated from time to time).
- c. Recommended for use by The Global Fund Expert Review Panel (ERP) as available on GF website.

**Quality Assurance Requirements: (For Lot 4)**

These products should meet the requirements of the pharmaceutical legislation and regulation of the country of origin for manufacturing and distribution of medicines. Country of origin means here the country where the finished product is manufactured.

Good Manufacturing Practices (GMP) standards as set out by the WHO should be adhered to, in all respects for manufacturing, packaging and labelling of products.

The product should also be compliant with monographs set by WHO International Pharmacopoeia (Int Ph), United States Pharmacopoeia (USP), British Pharmacopoeia (BP) and European Pharmacopoeia.

Labelling and package inserts shall be in English

The bidder shall submit the documentary evidence for the following-

1. The bidder should have Manufacturing and marketing license with competent National Drug Regulatory Authority (NDRA) of the country the manufacturer.
2. A GMP certificate issued by the NDRA of the country of Manufacturer based on the WHO Guidelines.

**The bidder shall possess the following documents and shall submit along with the bid: ( Lot 1,2, and 3)**

**WHO pre-qualified Products :**

- a. The manufacturing license issued by the National Drug Regulatory Authority of the country of manufacturer.
- b. The valid GMP certificated issued under the WHO-Prequalification program certifying the compliance of the manufacturing site with WHO GMP requirements
- c. WHO-Prequalification program approval letter with detail specifications of products as approved by the WHO-Prequalification program

**SRA Registered products:**

- a. The manufacturing license issued by the National Drug Regulatory Authority of the country of manufacturer.
- b. Copy of approval or registration certificate or marketing authorization from a stringent regulatory authority (SRA);
- c. Copy of GMP (Good Manufacturing Practice) certificate issued by an SRA, a PIC member or the WHO Prequalification Program certifying the compliance of the manufacturing site with WHO GMP requirements

**ERP Recommended product:**

- a. Documentary evidence that the FPP is Global Fund Expert Review Panel (ERP) recommended
- b. The manufacturing license issued by the National Drug Regulatory Authority of the country of manufacturer
- c. Copy of GMP (Good Manufacturing Practice) certificate issued by an SRA, a PIC member or the WHO Prequalification Program certifying the compliance of the manufacturing site with WHO GMP requirements

**For all the lots,**

**The bidder shall submit the documentary evidence for the following-**

3. The bidder should have Manufacturing and marketing license with competent National Drug Regulatory Authority (NDRA) of the country the manufacturer.
4. A GMP certificate issued by the NDRA of the country of Manufacturer based on the WHO Guidelines.

**Packaging and Labeling Specifications for Lot 1 (Item No 1, 2, 3 4)**

- a. Primary Packaging shall be as approved by the WHO under the pre-qualification programme/ SRA/recommended by ERP

**Primary Packaging Specifications**

**The blister will have tablets as schematically shown below:**

Lot 1. Item (1): Artemeter20mg+Lumefantrine120mg - (weight 35kg and above) 24 tabs/blister

	<b>AM</b>	<b>PM</b>
DAY 1	00 00	00 00
DAY 2	00 00	00 00

DAY 3	oo oo	oo oo
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Lot 1. Item (2): Artemeter20mg+Lumefantrine120mg -(weight 25-34kg) 18 tabs/ blister

	AM	PM
DAY 1	oo o	oo o
DAY 2	oo o	oo o
DAY 3	oo o	oo o

Lot 1. Item (3): Artemeter20mg+Lumefantrine120mg Dispersible - (weight 15-24kg) 12 tabs/ blister

	AM	PM
DAY 1	oo	Oo
DAY 2	oo	Oo
DAY 3	oo	Oo

Lot 1. Item (4): Artemeter20mg+Lumefantrine120mg Dispersible - (weight 5-15kg) 6 tabs/ blister

	AM	PM
DAY 1	o	O
DAY 2	o	O
DAY 3	o	O

#### **Special Packaging Requirements for Lot 1 (Item No 1, 2, 3, 4)**

The blister should have clear pictorials related to the category (i.e. adult, youth, child, minor) and timing of treatment (DAY/NIGHT), in order to improve adherence and proper intake of tablets by the patients. In each blister, the tablets for one dose should be grouped and demarcated by lines or colors and they should be clearly visible and legible. It shall be fabricated from Millboard/ grey board/ cardboard with a minimum grammage of 400gsm.

The boxes will also have the printed pictorials related to the category (i.e. adult, youth, child, minor), in addition to the number of blister/pack and number of tablets/ blister

#### **Packaging and Labelling Specifications (For all the lots)**

- a. Packaging and labelling components should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in the Philippines. All packaging must be properly sealed and tamper-proof and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the manufacturer's National Regulatory Authority
- b. All labelling and packaging inserts shall be in English
- c. Goods requiring refrigeration or freezing or those that should not fall below a certain minimum temperature for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.

- d. The individual containers shall be packed in carton boxes made of strong corrugated cardboard that are:
- suitable to be piled at least 5 boxes high;
  - Sufficiently strong to withstand rough handling and exposure to extreme tropical temperatures and air moisture.
  - Final cartons should be shrink-wrapped in a clear plastic which prevent the product during transportation, storage and handling keeping in view the heavy rains in Philippines.
  - If there are enough numbers of cartons to form a pallet, palletisation shall be done and protectively wrapped.
- e. The label for each pharmaceutical product shall meet the WHO GMP standard and include:
- The international non-proprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name;
  - The dosage form; e.g., tablet, ampoule, syrup, etc.
  - The active ingredient "per unit, dose, tablet or capsule, etc.
  - Strength/concentration of the product;
  - Date of manufacture and expiry (in clear language, no code);
  - Batch number;
  - Content per pack;
  - Instructions for use;
  - Special instructions for storage;
  - Name and address of the manufacturer;

The outer case or carton should also display the above information including the following,

- UNOPS Logo and PO number;
- Carton numbering e.g. carton 1/40;
- Any additional cautionary statements;

#### **4. Quality Control:**

If required, UNOPS may arrange for sample testing for each batch through an independent laboratory, which should not influence the Supplier's regular testing procedures. Suppliers should make provision of providing sufficient samples per batch as required at no extra cost. The samples will be collected at the time of pre-dispatch inspection or post shipment.

In the event a dispute should arise between UNOPS and the Supplier, a counter analysis will be carried out by an independent neutral accredited laboratory agreed by both UNOPS and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event the independent analysis confirms the quality of the product. The UNOPS will meet all costs for such analysis.

#### **Standards of Quality Control for Supply**

The successful Supplier will be required to furnish to the Purchaser:

- (a) With each consignment, and for each item a certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen, content uniformity, microbial limit, and other tests, as applicable to the Goods being supplied and the manufacturer's certificate of analysis;
- (b) Assay methodology of any or all tests if requested;
- (c) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.

#### **5. Defect:**

On reception, in case of the detection of a defective product either in the quality of a product or in any other aspects such as packaging, the Supplier will be requested to replace the complete batch at its own cost.

#### **6. Shelf life:**

All goods must bear the following:

- Date of manufacture; and
- Expiry date

The product shall also have a minimum of 80 % of remaining shelf life on delivery.

### 7. Complaints:

Any complaint from UNOPS or its Sub-Recipients will be handled by the Supplier according to its internal standard operating procedures, and pursuant to the provisions relating to provisions as set out in the General Conditions.

### 8. Recall:

If, after delivery, a batch has to be recalled, for whatever reason, the Supplier will inform UNOPS immediately. The Supplier will replace, at its own cost, all items covered by the recall with goods that fully meet the requirements of the original Purchase Order, and arrange for the collection or destruction of any defective goods.

### C. Delivery requirements and Comparative Data Table:

UNOPS Requirements		Is Bid compliant? Bidder to complete	Details Bidder to complete
<b>Delivery time</b>	<p>Bidder shall deliver the goods within 45 days after Contract signature.</p> <p>Along with the shipment, supplier has to provide Certificate of Analysis document (COA) to UNOPS.</p> <p>Supplier shall provide advance notification to UNOPS and consignee for the shipment. In consultation with consignee supplier may need to provide shipping documents much in advance for the DOH to apply for necessary import clearance.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Insert details
<b>Delivery place and Incoterms rules</b>	CPT (Ninoy Aquino International airport)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Insert details
<b>Consignee details</b>	DEPARTMENT OF HEALTH San Lazaro Compound Sta. Cruz, Manila, Philippines	<input type="checkbox"/> Yes <input type="checkbox"/> No	Insert details
<b>UNOPS Right to vary requirements</b>	At the time the Contract is awarded, UNOPS reserves the right to vary the quantity of the goods and associated services specified above, provided this does not exceed +/- 20%, without any change in the unit prices or other terms and conditions of the ITB.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Insert details

### D. Inspections and tests

The following inspections and tests shall be performed:

UNOPS or its representative may inspect and/or test any or all item of the goods to confirm their conformity to the contract, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the goods on receipt at destination.

If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the purchaser.]



## Section V: Returnable Bidding Forms

**Note to Bidders: Instructions to complete each Form are highlighted in blue in each Form. Please complete the Returnable Bidding Forms as instructed and return them as part of their bid submission.**

This Section comprises the following Returnable Bidding Forms:

- Form A: Bid/No Bid Confirmation Form
- Form B: Checklist Form
- Form C: Bidder Information Form
- Form D: Joint Venture Partner Information Form
- Form E: Bid Submission Form
- Form F: Price Schedule Form
- Form G: Technical Bid Form
- ~~Form H: Bid Security Form~~ (Not Required)
- Form I: Manufacturer's authorization form
- Form J: Performance Statement Form
- Form K: No Adverse Action Confirmation Form

## Form A: Bid/No Bid Confirmation Form

If after assessing this opportunity you have made the determination not to submit your bid, we would appreciate if you could return this form indicating your reasons for non-participation.

Date:

To: UNOPS  
 (Insert name and office of contact person)

From: (Insert name of bidder)

Subject ITB reference (insert ref)

Fax/email (Insert UNOPS contact person's email (do not enter secure bid email address))

Insert an X where applicable	Description
	<b>YES</b> , we intend to submit a bid.
	<b>NO</b> . We are unable to submit a competitive offer for the requested goods/services at the moment

If you selected NO above, please state the reason(s) below:

Insert an X where applicable	Description
	The requested goods/services are not within our range of supply
	We are unable to submit a competitive offer for the requested products at the moment
	The requested products are not available at the moment
	We cannot meet the requested specifications
	We cannot offer the requested type of packing
	We can only offer FCA prices
	The information provided for quotation purposes is insufficient
	Your ITB is too complicated
	Insufficient time is allowed to prepare a bid
	We cannot meet the delivery requirements
	We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.)
	Sustainability criteria/requirements are too stringent (if applicable)
	We do not export
	We do not sell to the UN
	Your volume is too small and does not meet our order quantity
	Our production capacity is currently full
	We are closed during the holiday season
	We had to give priority to other clients' requests
	We do not sell directly but through distributors
	We have no after-sales service available
	The person handling the bids is away from the office
	Other (please provide reasons):
	We would like to receive future ITBs for this type of goods
	We don't want to receive ITBs for this type of goods

If UNOPS has questions to the Bidder concerning this NO BID, UNOPS should contact Mr./Ms. ( ), phone ( ), email ( ), who will be able to assist.

## Form B: Bid Checklist Form

Bidders are requested to complete this form and return it as part of their bid submission.

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Date: [insert submission date]

**Before submitting your Bid, please ensure compliance with the instructions included in Section I: ITB Particulars, Article 22, Bid Submission.**

Activity	Yes/No/NA	Page # in your bid	If NO provide comment
<b>Have you duly completed all the Returnable Bidding Forms?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form B: Checklist Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form C: Bidder Information Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form D: Joint Venture Partner Information Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form E: Bid Submission Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form F: Price Schedule Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form G: Technical Bid Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form H: Bid Security Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NA		
• Form I: Manufacturer's authorization form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form J: Performance Statement Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form K: No Adverse Action Confirmation Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
<b>Have you provided the required documents to establish compliance with the evaluation criteria established in Section III?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Manufacturing and marketing license with competent National Drug Regulatory Authority (NDRA) of the country of the manufacturer	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• A GMP certificate issued by the NDRA of the country of the manufacturer based on the WHO Guidelines.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		

## Form C: Bidder Information Form

The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Date: [insert submission date]

### 1. Background and Expertise of Organization:

Full legal name of Bidder	[complete]
What year was your firm/organization established?	[complete]
Address of registered office	[complete]
Name of bidder Representative	complete]
Has your firm/organization ever filed or petitioned for bankruptcy? (If YES, explain in detail the reasons why, filing date, and current status.)	[complete]
Does your firm have an actual or potential conflict of interest in this procurement process? (Refer to Section II: Instructions to Bidders, Article 4, for details on conflict of interest)	[Insert either "No", or "Yes" in which case please provide details on your actual or potential conflict of interest here]

### 2. UNGM Registration and UNOPS Vendors

As part of the bid, it is desired that the Bidder goes to the United Nations Global Marketplace (UNGM) registration website: <https://www.ungm.org/Registration/RegisterSupplier.aspx> and fills out the registration. If the Bidder is already registered with UNGM, please provide your UNGM registration number in the table below and please ensure that your firm's information on UNGM is current.

The Bidder may still bid even if not registered with the UNGM. However, if the Bidder is selected for Contract award, the Bidder must register on the UNGM prior to Contract signature.

Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNOPS vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNOPS vendor ID]

### 3. Contact details of persons that UNOPS may contact for requests for clarification during bid evaluation:

Name/Surname	[complete]
Title	[complete]
Tel Number (direct)	[complete]
Email address (direct):	[complete]

PS: This person must be available during the next two weeks following receipt of bid

## Form D: Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Date: [insert submission date]

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

JV / Consortium/ Association Information	
<b>Name</b>	[complete]
<b>Names of each partner and contact information</b> (address, telephone numbers, fax numbers, e-mail address)	[complete]
<b>Name of leading partner</b> (with authority to bind the JV, Consortium, Association during the Bidding process and, in the event a Contract is awarded, during contract execution)	[complete]
<b>Proposed proportion of responsibilities between partners (in %) with indication of the type of the goods/services to be delivered by each</b>	[complete]

### Signatures of all partners of the JV:

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNOPS for the fulfillment of the provisions of the Contract.

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Form E: Bid Submission Form

Bidders are requested to complete this form, sign it and return it as part of their bid submission. The bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Date: [Insert submission date]

**Subject: Bid for the supply of [Insert a brief description of goods/services] in [Name of country/city], ITB Case No. [Insert ITB ref number], dated [insert date]**

We, the undersigned, declare that:

- a. We have examined and have no reservations to the bidding documents, including amendments No.: [Insert the number and issuing date of each amendment];
- b. We offer to supply in conformity with the bidding documents, including the UNOPS General Conditions of Contract, and in accordance with the delivery schedules specified in the Schedule of Requirements
- c. The total price of our bid, excluding any discounts offered in item (d) below, is: [Insert the total bid price in words and figures, indicating the various amounts and the respective currencies];
- d. The discounts offered and the methodology for their application are:
  - **Discounts:** If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies, including if applicable discounts for accelerated payment.]
  - **Methodology of application of the discounts:** The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts];
- e. Our bid shall be valid for the period of time of [insert number of days which shall not be less than the specified in Section I: ITB Particulars, Period of Validity of Bids] from the date fixed for the bid submission deadline as set out in the ITB, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- f. If our bid is accepted, and if so requested in Section I: ITB Particulars, we commit to obtain a performance security in accordance with Instructions to Bidders, Article 34 and the General Conditions of Contract;
- g. We have no conflict of interest in any activity that would put it, if selected for this assignment, in a conflict of interest with UNOPS;
- h. We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- i. Our firm confirms that the Bidder and sub-contractors have not been associated, or had been involved in any way, directly or indirectly, with the preparation of the design, terms of references and/or other documents used as a part of this solicitation;
- j. We embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact;
- k. Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UNOPS, nor is included in the suspended/ineligibility list of the UN/DPD, other UN Agencies, the UN Security Council, and the World Bank, in accordance with Instructions to Bidders Article 4, Eligibility;
- l. We have not offered and will not offer fees, gifts and/or favours of kind in exchange for this ITB and will not engage in any such activity during the performance of any contract awarded;

- m. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

I, the undersigned, certify that I am duly authorized by **[insert full name of bidder]** to sign this bid and bind **[insert full name of bidder]** should UNOPS accept this bid:

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

**[Stamp form of bid with official stamp of the bidder]**

## Form F: Price Schedule Form

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated.

### Prices for Goods

Lot	Item	Description	Qty (a)	Currency: USD	
				Unit price CPT* (b)	Total price CPT *(a)x(b)
I	1.	Artemether + Lumefantrine; 24 tabs/blister pack, 1 box=30BP = 720 tabs/box	600 boxes		
	2.	Artemether + Lumefantrine; 18 tabs/ blister pack, 1 box=30 BP = 540 tabs/box	50 boxes		
	3.	Artemether + Lumefantrine; 12 tabs; 6 tabs/blister pack, 1 box=30 BP = 360 tabs /box	50 boxes		
	4.	Artemether + Lumefantrine; ; 6 tabs; 6 tabs/blister pack, 1 box=30 BP = 180 tabs /box	50 boxes		
		<b>Total Price for lot 1</b>			
II	1	Chloroquine (as phosphate or diphosphate) ; 10x10 packs / box	1,101 boxes		
III	1	Quinine Sulphate; 10x10 packs / box	20 boxes		
IV	1	Artesunate Suppository; 100 pieces / bottle	1,310 Bottles		

**\*CPT Ninoy Aquino International airport.**

I, the undersigned, certify that I am duly authorized by [insert full name of bidder] to sign this bid and bind [insert full name of bidder] should UNOPS accept this bid:

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_



## Form G: Technical Bid Form

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Bidders are required to complete the **Comparative Data Tables** included in Section IV: Schedule of Requirements to demonstrate compliance with UNOPS requirements and insert them below. Bidders are NOT allowed to make any change in the “UNOPS requirements” columns of the Comparative Data Tables. Such changes might disqualify your quotation.

### Technical specifications for Goods – Comparative Data Table

All the quality certificates shall be included with the bid.

No	Description	Compliant Yes / No	If No, Provide comments
	<p><b>Standard requirements:</b></p> <p>These products should meet the requirements of the pharmaceutical legislation and regulation of the country of origin for manufacturing and distribution of medicines. Country of origin means here the country where the finished product is manufactured.</p> <p>Good Manufacturing Practices (GMP) standards as set out by the WHO should be adhered to, in all respects for manufacturing, packaging and labelling of products.</p> <p>The product should also be compliant with monographs set by WHO International Pharmacopeia (Int Ph), United States Pharmacopoeia (USP), British Pharmacopeia (BP) and European Pharmacopeia.</p> <p>Labelling and package inserts shall be in English</p> <p><b>Quality Assurance Requirements: (For Lot 1 to 3)</b></p> <p><b>The product selection will be based on the QA policy of the UNOPS.</b></p> <p><b>As per the requirement of the UNOPS QA Policy, only the FPPs meeting the following requirements, on the date of closing of ITB, are eligible:</b></p> <ol style="list-style-type: none"> <li>a. Prequalified by the WHO Prequalification Programme and/or;</li> <li>b. Approved or Registered by a Stringent Regulatory Authority defined as a regulatory authority which is (a) a member of the ICH (as specified on its website: <a href="http://www.ich.org">www.ich.org</a>); or (b) an ICH Observer, being the European Free Trade Association (EFTA) as represented by Swiss Medic, Health Canada and World Health Organization (WHO) (as may be updated from time to time); or (c) a regulatory authority associated with an ICH member through a legally binding mutual recognition agreement including Australia, Norway, Iceland and Liechtenstein (as may be updated from time to time).</li> </ol>		

	<p>c. Recommended for use by The Global Fund Expert Review Panel (ERP) as available on GF website.</p>		
	<p><b>The bidder shall possess the following documents and shall submit along with the bid:</b></p> <p><b>WHO pre-qualified Products:</b></p> <p>d. The manufacturing license issued by the National Drug Regulatory Authority of the country of manufacturer.</p> <p>e.</p> <p>f. The valid GMP certificated issued under the WHO-Prequalification program certifying the compliance of the manufacturing site with WHO GMP requirements</p> <p>g.</p> <p>h. WHO-Prequalification program approval letter with detail specifications of products as approved by the WHO-Prequalification program</p> <p><b>SRA Registered products:</b></p> <p>i. The manufacturing license issued by the National Drug Regulatory Authority of the country of manufacturer.</p> <p>j. Copy of approval or registration certificate or marketing authorization from a stringent regulatory authority (SRA);</p> <p>k. Copy of GMP (Good Manufacturing Practice) certificate issued by an SRA, a PIC member or the WHO Prequalification Program certifying the compliance of the manufacturing site with WHO GMP requirements</p> <p><b>GF ERP Recommended product:</b></p> <p>l. Documentary evidence that the FPP is Global Fund Expert Review Panel (ERP) recommended</p> <p>m.</p> <p>n. The manufacturing license issued by the National Drug Regulatory Authority of the country of manufacturer</p> <p>o.</p> <p>p. Copy of GMP (Good Manufacturing Practice) certificate issued by an SRA, a PIC member or the WHO Prequalification Program certifying the compliance of the manufacturing site with WHO GMP requirements</p>		
	<p><b>For Lot No 4 :</b></p> <p>Offered Products should meet the requirements of the pharmaceutical legislation and regulation of the country of origin for manufacturing and distribution of medicines. Country of origin means here the country where the finished product is manufactured.</p> <p>a. Good Manufacturing Practices (GMP) standards as set out by the WHO should be adhered to, in all respects for manufacturing, packaging and labelling of products.</p>		

	<p>b. The product should also be compliant with monographs set by WHO International Pharmacopeia (Int Ph), United States Pharmacopoeia (USP), British Pharmacopeia (BP) and European Pharmacopeia.</p>																																						
	<p><b>For all the lots, The bidder shall submit the documentary evidence for the following-</b></p> <ol style="list-style-type: none"> <li>1. The bidder should have Manufacturing and marketing license with competent National Drug Regulatory Authority (NDRA) of the country the manufacturer.</li> <li>2. A GMP certificate issued by the NDRA of the country of Manufacturer based on the WHO Guidelines.</li> </ol> <p><b>Packaging and Labeling Specifications for Lot 1 (Item No 1, 2, 3, 4)</b></p> <ol style="list-style-type: none"> <li>a. Primary Packaging shall be as approved by the WHO under the pre-qualification programme/ SRA/recommended by ERP</li> </ol> <p><b><u>Primary Packaging Specifications</u></b></p> <p><b>The blister will have tablets as schematically shown below:</b></p> <p>Lot 1. Item (1): Artemeter20mg+Lumefantrine120mg - (weight 35kg and above) 24 tabs/blister</p> <table border="1" data-bbox="491 1039 1019 1279"> <thead> <tr> <th></th> <th>AM</th> <th>PM</th> </tr> </thead> <tbody> <tr> <td>DAY 1</td> <td>oo oo</td> <td>oo oo</td> </tr> <tr> <td>DAY 2</td> <td>oo oo</td> <td>oo oo</td> </tr> <tr> <td>DAY 3</td> <td>oo oo</td> <td>oo oo</td> </tr> </tbody> </table> <p>Lot 1. Item (2): Artemeter20mg+Lumefantrine120mg -(weight 25-34kg) 18 tabs/ blister</p> <table border="1" data-bbox="504 1424 1038 1653"> <thead> <tr> <th></th> <th>AM</th> <th>PM</th> </tr> </thead> <tbody> <tr> <td>DAY 1</td> <td>oo o</td> <td>oo o</td> </tr> <tr> <td>DAY 2</td> <td>oo o</td> <td>oo o</td> </tr> <tr> <td>DAY 3</td> <td>oo o</td> <td>oo o</td> </tr> </tbody> </table> <p>Lot 1. Item (3): Artemeter20mg+Lumefantrine120mg Dispersible - (weight 15-24kg) 12 tabs/ blister</p> <table border="1" data-bbox="512 1818 1078 2024"> <thead> <tr> <th></th> <th>AM</th> <th>PM</th> </tr> </thead> <tbody> <tr> <td>DAY 1</td> <td>oo</td> <td>Oo</td> </tr> <tr> <td>DAY 2</td> <td>oo</td> <td>Oo</td> </tr> <tr> <td>DAY 3</td> <td>oo</td> <td>Oo</td> </tr> </tbody> </table>		AM	PM	DAY 1	oo oo	oo oo	DAY 2	oo oo	oo oo	DAY 3	oo oo	oo oo		AM	PM	DAY 1	oo o	oo o	DAY 2	oo o	oo o	DAY 3	oo o	oo o		AM	PM	DAY 1	oo	Oo	DAY 2	oo	Oo	DAY 3	oo	Oo		
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	<p>Lot 1. Item (4): Artemeter20mg+Lumefantrine120mg Dispersible - (weight 5-15kg) 6 tabs/ blister</p> <table border="1" data-bbox="496 347 1035 598"> <thead> <tr> <th></th> <th>AM</th> <th>PM</th> </tr> </thead> <tbody> <tr> <td>DAY 1</td> <td>o</td> <td>O</td> </tr> <tr> <td>DAY 2</td> <td>o</td> <td>O</td> </tr> <tr> <td>DAY 3</td> <td>o</td> <td>O</td> </tr> </tbody> </table> <p><b>Special Packaging Requirements for Lot 1 (Item No 1, 2, 3, 4)</b></p> <p>The blister should have clear pictorials related to the category (i.e. adult, youth, child, minor) and timing of treatment (DAY/NIGHT), in order to improve adherence and proper intake of tablets by the patients. In each blister, the tablets for one dose should be grouped and demarcated by lines or colors and they should be clearly visible and legible. It shall be fabricated from Millboard/ grey board/ cardboard with a minimum grammage of 400gsm.</p> <p>The boxes will also have the printed pictorials related to the category (i.e. adult, youth, child, minor), in addition to the number of blister/pack and number of tablets/ blister</p>		AM	PM	DAY 1	o	O	DAY 2	o	O	DAY 3	o	O		
	AM	PM													
DAY 1	o	O													
DAY 2	o	O													
DAY 3	o	O													
	<p><b>Packaging and Labelling Specifications (For all the lots)</b></p> <p>e. Packaging and labelling components should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in the Philippines. All packaging must be properly sealed and tamper-proof and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the manufacturer's National Regulatory Authority</p> <p>f. All labelling and packaging inserts shall be in English</p> <p>g. Goods requiring refrigeration or freezing or those that should not fall below a certain minimum temperature for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.</p> <p>h. The individual containers shall be packed in carton boxes made of strong corrugated cardboard that are:</p> <ul style="list-style-type: none"> <li>• suitable to be piled at least 5 boxes high;</li> <li>• Sufficiently strong to withstand rough handling and exposure to extreme temperatures;</li> <li>• Final cartons should be shrink-wrapped in a clear plastic which prevent the product during transportation, storage and handling keeping in view the heavy rains in Philippines.</li> <li>• If there are enough numbers of cartons to form a pallet, palletisation shall be done and protectively wrapped.</li> </ul> <p>e. The label for each pharmaceutical product shall meet the WHO GMP standard and include:</p>														

	<ul style="list-style-type: none"> <li>➤ The international non-proprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name;</li> <li>➤ The dosage form; e.g., tablet, ampoule, syrup, etc.</li> <li>➤ The active ingredient "per unit, dose, tablet or capsule, etc.</li> <li>➤ Strength/concentration of the product;</li> <li>➤ Date of manufacture and expiry (in clear language, no code);</li> <li>➤ Batch number;</li> <li>➤ Content per pack;</li> <li>➤ Instructions for use;</li> <li>➤ Special instructions for storage;</li> <li>➤ Name and address of the manufacturer;</li> </ul> <p>The outer case or carton should also display the above information including the following,</p> <ul style="list-style-type: none"> <li>➤ UNOPS Logo and PO number;</li> <li>➤ Carton numbering e.g. carton 1/40;</li> <li>➤ Any additional cautionary statements;</li> </ul>		
	<p><b>4. Quality Control:</b></p> <p>If required, UNOPS may arrange for sample testing for each batch through an independent laboratory, which should not influence the Supplier's regular testing procedures. Suppliers should make provision of providing sufficient samples per batch as required at no extra cost. The samples will be collected at the time of pre-dispatch inspection or post shipment.</p> <p>In the event a dispute should arise between UNOPS and the Supplier, a counter analysis will be carried out by an independent neutral accredited laboratory agreed by both UNOPS and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event the independent analysis confirms the quality of the product. The UNOPS will meet all costs for such analysis.</p> <p><b>Standards of Quality Control for Supply</b></p> <p>The successful Supplier will be required to furnish to the Purchaser:</p> <ul style="list-style-type: none"> <li>(a) With each consignment, and for each item a certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen, content uniformity, microbial limit, and other tests, as applicable to the Goods being supplied and the manufacturer's certificate of analysis;</li> <li>(b) Assay methodology of any or all tests if requested;</li> <li>(c) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.</li> </ul>		

	<p><b>5. Defect:</b> On reception, in case of the detection of a defective product either in the quality of a product or in any other aspects such as packaging, the Supplier will be requested to replace the complete batch at its own cost.</p>		
	<p><b>6. Shelf life:</b> All goods must bear the following: - Date of manufacture; and - Expiry date The product shall also have a minimum of 80 % of remaining shelf life on delivery.</p>		
	<p><b>7. Complaints:</b> Any complaint from UNOPS or its Sub-Recipients will be handled by the Supplier according to its internal standard operating procedures, and pursuant to the provisions relating to provisions as set out in the General Conditions.</p>		
	<p><b>8. Recall:</b> If, after delivery, a batch has to be recalled, for whatever reason, the Supplier will inform UNOPS immediately. The Supplier will replace, at its own cost, all items covered by the recall with goods that fully meet the requirements of the original Purchase Order, and arrange for the collection or destruction of any defective goods.</p>		

**Delivery requirements — Comparative Data Table**

<b>UNOPS Requirements</b>		<b>Is quotation compliant? Bidder to complete</b>	<b>If No, Provide comments</b>
<b>Delivery time</b>	<p>Bidder shall deliver the goods within 45 days after Contract signature.</p> <p>Bidders shall inform their earliest delivery date (within 45 days) for each lot in a separate table.</p> <p>Along with the shipment, supplier has to provide Certificate of Analysis document (COA) to UNOPS.</p> <p>Supplier shall provide advance notification to UNOPS and consignee for the shipment. In consultation with consignee supplier may need to provide shipping documents much in advance for the DOH to apply for necessary import clearance.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Delivery place and Incoterms rules</b>	<p>CPT (Ninoy Aquino International airport)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Consignee details</b>	<p>DEPARTMENT OF HEALTH San Lazaro Compound Sta. Cruz, Manila, Philippines</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>UNOPS Right to vary requirements</b>	At the time the Contract is awarded, UNOPS reserves the right to vary the quantity of the goods and associated services specified above, provided this does not exceed +/- 20%, without any change in the unit prices or other terms and conditions of the ITB.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
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The offered goods and related services (if applicable) are in accordance with the required specifications and requirements specified in **Section IV: Schedule of Requirements**.

Yes  No

ANY DEVIATION MUST BE LISTED BELOW:

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I, the undersigned, certify that I am duly authorized by [**insert full name of bidder**] to sign this bid and bind [**insert full name of bidder**] should UNOPS accept this bid:

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

**Form H: Bid Security Form** (BANK GUARANTEE)

Removed



## Form I: Manufacturer's Authorization Form

A letter issued by the manufacturer authorizing the applicant to participate in this particular ITB must be submitted with the bid in the format provided in this Form.

To be eligible for delivery of goods, the bidder must be either the manufacturer of the offered goods or a sole representative of the manufacturer to the United Nations. Should offers for a particular make and model be received from more than one appointed representative, UNOPS reserves the right to select only one.

ITB reference no: **[insert ITB reference No.]**

Name of Bidder: **[insert name of bidder]**

Date: **[insert submission date]**

To: UNOPS

### WHEREAS

We **[insert complete name of manufacturer]**, who are official manufacturers of **[insert type of goods manufactured]**, having factories at **[insert full address of manufacturer's factories]**, do hereby authorize **[insert complete name of bidder]** to submit a bid the purpose of which is to provide the following goods, manufactured by us **[insert name and or brief description of the goods]**, and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with Clause 4.5 of the General Conditions of Contract for the Provision of Goods, with respect to the goods offered by the above firm.

Signed: **[insert signature(s) of authorized representative(s) of the manufacturer]**

Name: **[insert complete name(s) of authorized representative(s) of the manufacturer]**

Title: **[insert title]**

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ **[insert date of signing]**

## Form J: Performance Statement Form

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Date: [insert submission date]

Order placed by [Full address of purchaser]	Order no. & date	Description & quantity of ordered items	Value of order	Date of completion of delivery		Remarks indicating reasons of late delivery, if any	Was the supply of goods satisfactory?
				As per Contract	Actual		

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

## Form K: No Adverse Action Confirmation Form

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Date: [insert submission date]

This is to certify that [delete unwanted option]:

- a. No adverse action has been taken against the Bidder [insert Bidder's name] and the manufacturers [insert manufacturer's names] whose products are being offered by the Bidder against this Invitation to Bid, in the last 5 (Five) years.
- b. The following instances of previous past performance have resulted in adverse actions taken against the Bidder [insert Bidder's name] and the manufacturers [insert manufacturer's names] whose products are being offered by the Bidder, in the last 5 (Five) years. Such adverse actions included:

[Indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, debarment from bidding etc.]

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

## Section VI: Contract Forms

### VI-1: UNOPS General Conditions of Contract

In the event of a Contract, the following General Conditions of Contract will apply:

- UNOPS General Conditions of Contract for the provision of Goods

The conditions are available at: <http://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx>

## VI-2: UNOPS Special Conditions of Contract

The following Special Conditions of Contract shall supplement and/or amend the UNOPS General Conditions of Contract. Whenever there is a conflict, the provisions herein prevail over those in the General Conditions of Contract. The corresponding Clause number of the General Conditions of Contract is indicated in the left column of the below table.

Clause in General Conditions of Contract	Special Condition of Contract
GCC 4.1	<p>Supplier shall provide advance notification to UNOPS and consignee for the shipment. In consultation with consignee, supplier may need to provide shipping documents much in advance for the DOH to apply for necessary import clearance.</p> <p>Once all clearances are received by consignee, UNOPS will provide the green signal to supplier to go ahead with the shipment. Shipment shall not move without getting clearance from the UNOPS.</p> <p>The details of shipping and/or other documents, to be furnished by the Supplier are:</p> <ol style="list-style-type: none"> <li>1. Two original Commercial invoice, indicating the United Nations Office for Project Services as the Purchaser the PO number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</li> <li>2. AWB</li> <li>3. Two (2) copies of Packing list identifying contents of each package;</li> <li>4. Internal Test Analysis Report of the Manufacturer for the items offered;</li> <li>5. Certificate of Inspection furnished to Supplier by the nominated agency (where inspection is required)</li> <li>6. Certificate of Analysis for each batch- Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods.</li> <li>7. Any other/additional procurement – specific document(s) required for quality assurance and delivery/payment purposes.</li> </ol> <p>Any delivery date or time specified in the Purchase Order shall be of the essence and failure to deliver within the time promised or specified shall enable The UNOPS to release himself from any obligation to accept or pay for the Goods, and/or to cancel all or part of the Purchase Order without prejudice in either case to his other rights and remedies. Delivery documents should be made available by the Supplier to the UNOPS.</p> <p>Part-deliveries may be made only with the prior written consent of UNOPS. UNOPS may refuse to accept un-authorized part-deliveries.</p>
GCC 29	<p><b>Add clause 29- Payment Terms</b></p> <p>The payment will be made to the supplier by direct transfer to his bank account, as provided by the supplier to UNOPS in the vendor registration form, in the following manner: <b>On Receipt of Goods:</b> The Contract Price of the Goods delivered shall be paid within thirty (30) days of acceptance of goods by consignee and submission of documents specified in GCC Clause 7 by direct bank transfer to the Supplier's nominated bank account.</p>