



*Empowered lives.
Resilient nations.*

INVITATION TO BID

PROCUREMENT OF FIRST LINE ANT-TUBERCULOSIS (TB) MEDICINES

ITB No.: 66-2019-HIST-ITB-FLD

Project: GF/Health Implementation Support Team (HIST) – Procurement Support Unit (PSU) United Nations Development Programme

Country: Denmark

Issued on: 16 August 2019

Contents

Section 1. Letter of Invitation	3
Section 2. Instruction to Bidders.....	4
A. GENERAL PROVISIONS.....	4
B. PREPARATION OF BIDS.....	6
C. SUBMISSION AND OPENING OF BIDS.....	10
D. EVALUATION OF BIDS.....	12
E. AWARD OF CONTRACT.....	14
Section 3. Bid Data Sheet.....	17
Section 4. Schedule of Requirements and Technical Specifications.....	23
Section 5. Evaluation Criteria and Required Documents	37
Section 6. Returnable Bidding Forms / Checklist and Evaluation Criteria.....	40
Form A: Bid Submission Form	40
Form B: Bidder Information Form	41
Form C: Eligibility and Qualification Form	43
Form D: Technical Bid Form	44
Form E: Price Schedule Form	47
Section 7. Purchase Order Template	48

Section 1. Letter of Invitation

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

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Schedule of Requirements and Technical Specifications
- Section 5: Evaluation Criteria and Required Documents
- Section 6: Returnable Bidding Forms/ Checklist and Evaluation Criteria
 - o Form A: Bid Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Eligibility and Qualification Form
 - o Format E: Technical Bid
 - o Form F: Price Schedule
- Section 7: Template of Purchase Order and UNDP's General Terms and Conditions

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 by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to hist.procurement@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system <https://etendering.partneragencies.org>, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Issued by

Name: Sitheni Mthimkhulu
Title: Administrative Associate
Date: **August 16, 2019**

Approved by:

Name: Zafar Yuldashev
Title: Procurement Specialist
Date: **August 16, 2019**

Section 2. Instruction to Bidders

GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a 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.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>

<p>3. Eligibility</p>	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder’s responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
<p>4. Conflict of Interests</p>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP’s confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>

PREPARATION OF BIDS

5. General Considerations	<p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>
6. Cost Preparation of Bid	<p>6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
8. Documents Comprising the Bid	<p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Bid Format and Content	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 Samples of items, if required as per Section 6, shall be provided within the time specified and unless otherwise specified by UNDP, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>10.3 When applicable and required as per Section 6, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>10.4 When applicable and required as per Section 6, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of</p>

	delivery, or as otherwise specified in this ITB.
11. Price Schedule	<p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
12. Bid Security	<p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded</p>

	<p>the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<p>15. Only One Bid</p>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key

	<p>personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</p>
16. Bid Validity Period	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Bid Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
18. Clarification of Bid (from the Bidders)	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Bids	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Alternative Bids	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an</p>

	<p>alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>
SUBMISSION AND OPENING OF BIDS	
22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard (manual) submission copy Not applicable	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed as specified in the BDS and then shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> i. Bear the name of the Bidder; ii. Be addressed to UNDP as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>

<p>Email and eTendering submissions (eTendering applicable) is</p>	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS. <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p>
<p>23. Deadline for Submission of Bids and Late Bids</p>	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
<p>24. Withdrawal, Substitution, and Modification of Bids</p>	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
<p>25. Bid Opening</p>	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p>

	25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened if stated in BDS.
EVALUATION OF BIDS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Bids	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) <ol style="list-style-type: none"> a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 5 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments; c) They have the necessary similar experience, technical expertise, production capacity, quality assurance certifications and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions

	<p>of Contract;</p> <p>e) They are able to comply with UNDP QA policy;</p> <p>f) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</p> <p>g) They have a record of timely and satisfactory performance with their clients.</p>
30. Evaluation of Technical Bid and prices	<p>30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
31. Due diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <p>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</p> <p>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</p> <p>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
32. Clarification of Bids	<p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
33. Responsiveness of Bid	<p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without</p>

	<p>material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check, and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	<p>35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>
36. Award Criteria	<p>36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.</p>
37. Debriefing	<p>37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and</p>

	weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor.

	Payment will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	<p>45.1 UNDP’s vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English English is the preferred language of the bid, with any other language documents where possible translated into English.
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	The Bidder may submit Bid for separate Lots/Items. However, Bidders are encouraged to quote for as many Lots/Items as possible.
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Time: 14:00 by CET (CPH) time Date : August 22, 2019 Venue : Skype conference Companies shall/can participate at the pre-bid conference through skype conference. Interested companies should send confirmations by below email. The UNDP focal point for the arrangement is: HIST Procurement Unit E-mail: hist.procurement@undp.org Skype conference detail will be provided in due course.
5	16	Bid Validity Period	120 days

6	12	Bid Security	Not applicable
7	42	Advanced Payment upon signing of contract	Not Allowed
8	43	Liquidated Damages	<p>Will be imposed as follows:</p> <p>If the Supplier fails to supply the specified Goods within the time period(s) stipulated in the individual contract (Purchase Orders), the UNDP may without prejudice to its other remedies under the contract, deduct 0.5% of the complete consignment for each day of delay until actual delivery, up to maximum deduction of 10% of the value of the Purchase Order. Once the maximum is reached, the Purchaser may consider termination of the PO. Depending on the urgency, value, context and nature of the product, the Liquidated Damages may vary.</p>
9	41	Performance Security	<p>Not required</p> <p><i>However, during secondary bidding process, UNDP reserves the right to require a Performance Security for the orders above USD 500,000, as and when required. This is applicable if UNDP decides to establish a global LTAs with the selected suppliers.</i></p>
10	13	Currency of Bid	United States Dollar
11	32	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline
12	32	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: HIST Procurement Unit</p> <p>E-mail address: hist.procurement@undp.org</p>
13	19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Uploaded in the e-tendering system. It is the responsibility of the Bidders to view the respective changes and clarifications in the system
14	23	Deadline for Submission	eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.

			<p>PLEASE NOTE:</p> <ol style="list-style-type: none"> 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
14	22	Allowable Manner of Submitting Bids	<p>e-Tendering (electronic submission of Bid)</p> <p>If you have not registered in the system before, you can register now by logging in using:</p> <p>username: event.guest password: why2change</p> <p>The bidder can follow the registration steps as specified in the system user guide attached to this document. If there are any issues with using the e-tendering system, please contact HIST.procurement@undp.org</p>
15	22	Bid Submission Address	<p>https://etendering.partneragencies.org</p> <p>User's guide on submitting a bid and other useful guides and videos are available here: eTendering Resources for Bidders</p>
16	22	Electronic submission (eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF, word, excel files only. ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. Bidders are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the bid being rejected.
17	25	Date, time and venue for the opening of bid	<p>UNDP will present bids received in the system in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified below.</p> <p>Date and Time: August 29, 2019</p>

			<p>Venue: Skype for Business Conference</p> <p>Companies shall participate at the Bid Opening conference through skype conference. Interested companies should send confirmations by below email.</p> <p>Any bidder that intends to participate in the public bid opening shall notify UNDP by address hist.procurement@undp.org at least 24 hours in advance.</p>																		
18	27, 36	Evaluation Method for the Award of Contract	<p>- Non-Discretionary "Pass/Fail" Criteria on the eligibility and qualification requirements outlined in this ITB.</p> <p>- Offers that are technically compliant with the lowest offered* price. The bidders are encouraged to bid for as many lot/items as possible.</p> <p>*For the current demand listed in Annex 1, UNDP reserves the rights to award the contract to the responsive bidder that is found technically compliant with "best" offer in terms of delivery period even if the price is higher than the lowest priced compliant offer as long as the price is not higher than 15%.</p> <p>The term "best"offer is used in this provision shall refer only to bids that have met the technical requirements and offer an earlier delivery period than the latest delivery date indicated in Annex 1a. In order to evaluate if the bid is the "best" offer in terms of delivery period, UNDP will calculate the "evaluated bid prices"using the multipliers below. Evaluated bid prices will be used only for evaluation purposes and will be calculated by multiplying bidder's price proposal (Annex 3) with the multiplier corresponding to the bidder's delivery period, as indicated and committed in Price Schedule Form (Annex 3).</p> <table border="1" data-bbox="857 1339 1382 1772"> <thead> <tr> <th>Proposed delivery period from the time of placement of PO</th> <th>Multiplier</th> </tr> </thead> <tbody> <tr> <td>30 days or earlier</td> <td>0.85</td> </tr> <tr> <td>33 days</td> <td>0.86</td> </tr> <tr> <td>36 days</td> <td>0.87</td> </tr> <tr> <td>39 days</td> <td>0.88</td> </tr> <tr> <td>42 days</td> <td>0.89</td> </tr> <tr> <td>45 days</td> <td>0.90</td> </tr> <tr> <td>48 days</td> <td>0.91</td> </tr> <tr> <td>51 days</td> <td>0.92</td> </tr> </tbody> </table>	Proposed delivery period from the time of placement of PO	Multiplier	30 days or earlier	0.85	33 days	0.86	36 days	0.87	39 days	0.88	42 days	0.89	45 days	0.90	48 days	0.91	51 days	0.92
Proposed delivery period from the time of placement of PO	Multiplier																				
30 days or earlier	0.85																				
33 days	0.86																				
36 days	0.87																				
39 days	0.88																				
42 days	0.89																				
45 days	0.90																				
48 days	0.91																				
51 days	0.92																				

54 days	0.93
57 days	0.94
60 days	0.95
63 days	0.96
66 days	0.97
69 days	0.98
72 days	0.99
75 days	1.00

Example: This example is provided by using hypothetical figures to provide clarity.

Bidder 1

Delivery timeline: 75 days from PO placement

Price: \$100

Evaluated bid price: $\$100 \times 1.00 = \100

Bidder 2

Delivery timeline: 30 days from PO placement

Price: \$110

Evaluated bid price: $\$110 \times 0.85 = \93.5

In such case, UNDP may consider awarding contract to Bidder 2 even if the price offered by Bidder 2 is higher by 15% or less than that of Bidder 1.

*UNDP may decide to enter into a global Long-Term Agreement/s (LTAs) with the selected supplier/s and in that case, the technically compliant goods with lowest prices, as a result of this ITB with maximum of 3 vendors per Lot will be selected for an initial period of 1 year (12 months), with the possibility for extension for additional 1+1 years (12 months + 12 months), subject for satisfactory performance.

19		Expected date for commencement of Contract	<i>September 30, 2019</i>
20		Maximum expected duration of contract	As per Section 4
21	36	UNDP will award the contract to:	Purchase orders will be placed with technically compliant bid per each Lot with the "best" offer for the current demands from South Sudan, Azerbaijan, Guinea Bissau, Burundi and Turkmenistan listed in Annex 1a of this ITB. The evaluation method to select the bids is defined above in Data Sheet no. 18.

			As mentioned above, UNDP may decide to establish a global LTAs with selected supplier/s, offering technically compliant goods with lowest prices, as an outcome of this ITB with maximum of 3 vendors per Lot for the items listed in Annex 1b of this ITB for potential future demands. The secondary bidding process will then govern the evaluation criteria and the Purchased Orders will be awarded based on the result of the secondary bidding process with the selected global LTA holder/s.
22	40	Type of Contract	<p>Purchase Orders For current demand, see Section 7 of this ITB for the template of the Purchase Order.</p> <p>Long Term Agreement, for future procurement https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_General%20Considerations%20of%20Contracting_Contract%20Face%20Sheet%20(Goods%20and-or%20Services)%20UNDP%20-%20Sept%202017.doc&action=default</p>
23	40	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://procurement-notices.undp.org/view_file.cfm?doc_id=170154
24		Other Information Related to the ITB	<p>Post Qualification Actions:</p> <ul style="list-style-type: none"> - Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; - Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; - Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; - Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; - Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; - Sampling and Testing of delivered goods, where available.

Section 4. Schedule of Requirements and Technical Specifications

1. EXECUTIVE SUMMARY

UNDP partners with people at all levels of society to help build nations that can withstand crisis, and drive and sustain the kind of growth that improves the quality of life for everyone. On the ground in 177 countries and territories, UNDP offers global perspective and local insight to help empower lives and build resilient nations. UNDP's focus is helping countries build and share solutions to the challenges of Poverty Reduction and Achievement of the MDGs, Democratic Governance, Crisis Prevention and Recovery, Environment and Energy for Sustainable Development. Combat HIV/AIDS, malaria and other diseases is part of the SDGs.

Since its inception in 2002, the Global Fund to Fight AIDS/HIV, Tuberculosis and Malaria (ATM) became the main multilateral funder in global health. It also funds health systems strengthening, as inadequate health systems are one of the main obstacles to scaling up interventions to secure better health outcomes for HIV, TB and Malaria.

UNDP began its partnership with the Global Fund in late 2002 – to support delivery of GF programmes that prevent, treat and care for people affected by three diseases in countries facing exceptionally difficult circumstances. The sourcing and management of everything from antiretroviral (ARVs) to insecticide-treated nets is a critical component of the response to AIDS, TB and malaria.

In its role as the Principal Recipient of the GF grants, UNDP is responsible for the financial and programme management of the grant, as well as the procurement and supply chain management of health and non-health products. In all cases, the implementation of the grants must be done in accordance with UNDP policies and procedures as well as the policies and guidelines of the Global Fund.

UNDP is currently providing health procurement and capacity strengthening services in more than 30 countries, totaling US\$1.3 billion in signed agreements, and \$350 million in annual expenditure. A significant part of this relates to our management of Global Fund grants in 18 countries and three regional programmes. The countries include:

1. Afghanistan
2. Africa (Regional grant)
3. Angola
4. Belize
5. Bolivia
6. Burundi
7. Chad
8. Cuba
9. Djibouti

10. Egypt
11. Guinea-Bissau
12. Iran
13. Kyrgyzstan
14. Multi-country Americas (Regional grant)
15. Multi-country Asia (Regional grant)
16. Multi-country Western Pacific (Regional grant)
17. Panama
18. Sao Tome and Principe
19. South Sudan
20. Sudan
21. Tajikistan
22. Turkmenistan
23. Zimbabwe

Recognition of UNDP's expertise and comparative advantage in the area of health continues to grow as a number of governments have requested UNDP to provide support in health procurement and supply chain services. UNDP is also operating in those countries that are not PR of GF grant and is providing procurement support in health related activities. UNDP is currently having financing agreement with number of countries for providing procurement support to health programme not only for ATM diseases but also for non-communicable diseases and these countries are:

1. Angola
2. Argentina
3. Armenia
4. Azerbaijan
5. Bosnia & Herzegovina
6. El Salvador
7. Equitorial Guinea
8. Guinea Bissau
9. Kazakhstan
10. Moldova
11. Sudan
12. Turkmenistan
13. Ukraine
14. Uzbekistan

UNDP operates on a collaborative spectrum leveraging the technical competence of the UN family and non-UN partners to deliver against following strategic objectives for health procurement:

- selection of reliable suppliers of quality-assured products in compliance to UNDP's QA policy for health products;

- procurement of the most cost-effective pharmaceutical products in the right quantities;
- timely delivery; and
- best value for money for the UNDP Country Offices and National counterparts
- short procurement processing time while respecting the UNDP procedures, thus, contributing to timely implementation of UNDP and National Counterpart programmes

UNDP received the demand for 1st line anti-TB medicines from Azerbaijan, Burundi, South Sudan and Turkmenistan for treatment of TB patients for 2019. UNDP is also expecting more countries to procure 1st line TB medicines where UNDP is either operating as Principle Recipients of Global Fund grants or where UNDP is providing procurement support services to national authorities.

This ITB is intended to place the orders for demands listed in Annex 1a through selected supplier/s with lowest priced technically compliant offers per each lot. However, UNDP may choose to establish a global LTAs for list of items from Annex 2a for future procurement with maximum of 3 suppliers per lot based on lowest priced technically compliant offer.

1.1 Condition for participation

This Invitation to Bid is open only to bidders whose products compliant to UNDP's QA Policy for health products¹ and are

- A. prequalified by the WHO Prequalification Programme; or
- B. authorized for use by a stringent drug regulatory authority ; or
- C. recommended by the WHO's Expert Review Panel for Pharmaceutical Products

A bid submitted for a product for which the bidder is not compliant to one of the above criteria shall not be considered in the ITB evaluation.

UNDP may issue subsequent Invitations to Bid for specific anti-TB formulations in the case where current suppliers are deemed unable to meet the orders due to insufficient capacity and if there is a demand for specific countries, OR, where a product had no or only one supplier eligible at the time of bid and additional sources achieve the necessary regulatory approval, or a combination of a) and b) or any other unforeseen exceptional circumstances.

The procurement of first line anti-TB medicines listed in Annex 1a is the current demand and Annex 1b is an indicative list of items. UNDP's yearly procurement volume of 1st line anti-TB USD 3 million through prequalified TB suppliers for Global Fund and other health programmes.

¹ UNDP QA Policy for health products: <http://www.undp.org/content/undp/en/home/librarypage/hiv-aids/undp-quality-assurance-policy-for-health-products.html>

2. PROCURMENT AGREEMENT

2.1 Placement of the Purchase Orders for current demand

UNDP will place the Purchase Order/s for the current demands listed in Annex 1a of the ITB. For the current demand, UNDP reserves the rights to award the contract to the responsive bidder that is found to be the "best" offer in terms of delivery period even if the price is higher than the lowest priced compliant offer as long as the price is not higher than 15%. For more detail, please refer to Data Sheet no. 18 Evaluation of Bid. UNDP also reserves the right to vary the quantities listed in Annex 1a by up to a maximum twenty-five per cent (+/- 25%) of the total offer, without any change in the unit price or other terms and conditions.

2.2 Call off through corresponding LTAs for future procurement based on secondary bidding process

As mentioned earlier, UNDP may decide to establish non-exclusive time-bound Long-Term Agreements (LTAs) with a maximum of 3 suppliers per lot with the lowest priced technically compliant for the supply of 1st line anti-TB medicines. The initial agreement/s shall be concluded for a period of 1 (one) year and may be extended for additional 1+1 years, subject to satisfactory performance of the pre-qualified supplier/s. The global LTAs will be established based on a non-exclusive list of products listed in Annex 1b of this ITB.

UNDP HQ in Copenhagen shall conduct a secondary bidding exercise among the pre-qualified LTA holders that will be selected within this ITB. It is expected that all LTA holders for the corresponding Lots under which the requested products fall, will be invited to participate in the secondary bidding that will outline specifications and delivery terms for the particular case. The evaluation criteria will be defined in each RFQ process. The call-off contracts from the LTAs will be awarded via Purchase Orders issued by UNDP Headquarters and/or UNDP Country Offices to suppliers based on the best value for money principle - the lowest-priced offer among the technically compliant/responsive offers will be selected and in certain circumstances, UNDP may request for the shortest lead time, specific labelling, registration in the country of destination, or any other country specific requirements. During the technical assessment, the QA department will assess the compliance of products offered with UNDP's QA policy for health products. Only upon validation by UNDP's Head of QA on the sources offered for each product in the RFQ, the evaluation team will proceed further in finalizing the evaluation process.

Price evaluation during the secondary bidding process will be based upon FCA price. On a case-by-case basis, UNDP reserves the rights to request the LTA holder/s to quote on FCA basis or also for freight from FCA point of delivery to the final destination (e.g. CPT, CIP, DAP etc.). UNDP will stipulate Incoterms for each secondary bidding exercise. The total cost for all requested goods and services and other costs associated with delivery to the country of destination (freight, insurance, datalogger) will be considered in the price evaluation as well.

Thus, the concept of the secondary competition among LTA holders foresees that depending on the type of product required LTA holders will be systematically contacted to compete. This will provide maximum opportunities to all LTA holders.

The primary selection criteria is the acceptance of sources in accordance to UNDP's QA policy for health products. In addition to which the lowest price offered technically compliant will be awarded which takes into consideration the proposed shelf life, delivery lead time, other requirements like language, labelling, local registration or any other country specific requirements to achieve the best value for money proposition.

3. REQUIREMENTS TO THE PRODUCTS:

3.1 PRODUCT RANGE

The list of items in Annex 1a is the current demand from number of countries: South Sudan, Guinea Bissau, Azerbaijan, Turkmenistan and Burundi. The quantities in Annex 1a although are firm demand but UNDP reserves the right to vary the quantity of the goods by up to a maximum twenty-five per cent (+/-25%) of the total offer, without any change in the unit price or other terms and conditions.

This is an indicative list of items used for evaluation purpose only based on the potential demand in the future. If UNDP choose to establish a global LTAs, the requesting units may request to supplier within product range from Annex 1a/b. The quantities listed in Annex 1b, therein, are provided as a good faith estimates and shall not in any way be deemed to be a firm commitment on the part of UNDP regarding any quantity for future purchases. Actual quantities to be ordered will depend on future requests from UNDP Country Offices and estimates may not be reached or may be exceeded. The quantities given in Annex 1b are estimates only and may vary.

3.2 PRODUCT STANDARDS

UNDP is sourcing of health products in accordance to UNDP's QA Policy for health products which is based on WHO's norms and standards for health products. The objective of UNDP QA Policy is to reduce the risk of sourcing substandard or falsified health products.

The technical evaluation will be based on Non-Discretionary "Pass/Fail" Criteria on the eligibility and qualification requirements based on the qualification criteria outlined below:

- A. prequalified by the WHO Prequalification Programme; or
- B. authorized for use by a stringent drug regulatory authority ; or
- C. recommended by the WHO's Expert Review Panel for Pharmaceutical Products

6. DELIVERY REQUIREMENTS

The delivery timelines for current demand from South Sudan, Burundi, Guinea Bissau, Turkmenistan and Azerbaijan are specified in Annex 2 of this ITB.

For products in Annex 1b, an RFQ will be issued by UNDP if the global LTAs are established with the selected bidders, whereby the delivery timeline and other requirements will be specified.

It is requested to take note of the additional requirements, in Section 5a below for the conditions, and related services pertaining to the fulfillment of the requirements.

7. SHELF LIFE REQUIREMENTS

In the event of contract award through any established global LTA as a result of this ITB, UNDP requires, as a standard, a minimum 80% remaining shelf life at the date of FCA delivery and not less than 70% remaining shelf life on arrival to the country of destination. When responding to RFQs to be issued in the context of the potential establishment of LTAs, LTA holders are requested to specify the remaining shelf life in their quotations to UNDP. If the order is split into multiple delivery lots, the shelf life should be clearly stated for each split shipment.

When responding to RFQs during the secondary bidding exercise in the context of the upcoming LTAs, LTA holders are requested to specify the remaining shelf life in their quotations to UNDP. If the order is split into multiple delivery lots, the shelf life should be clearly stated for each split shipment.

8. PACKAGING, LABELLING, PUBLIC INFORMATION LEAFLETS (PILs)

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

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

- UNDP Purchase Order Number
- Consignee name and address
- Place (carton/box/pallet) and total number of places
- Gross weight of each place
- Clear marking/instructions about temperature restrictions
- Clear marking if USB data loggers are included in the place (as an example "USB data logger is included in the box")
- Shipping marks;
- The International Non Proprietary Name (INN) of the product;
- The dosage form (tablet, ampoule, syrup, ...);

- Strength/ concentration of the product;
- Number of registration certificate
- Date of manufacture and expiry (in clear language not code);
- Batch number;
- Quantity per case;
- Special instructions for storage;
- Name of manufacturer;
- Carton numbering e.g. carton 1/40;
- Any additional cautionary statements.

2) Pharmaceuticals shall be transported and stored in accordance with the temperature mode specified in the product instructions. All temperature restricted commodities must be shipped with clear marking of the corresponding temperature conditions. It is the responsibility of the Bidder to provide complete packing as required for transportation. Bidders shall explain their capabilities and experience to handle temperature control items where applicable.

3) The individual packages shall be packed in carton boxes. Each carton shall contain only one product and one batch. Packing must be sufficiently strong to withstand rough handling and exposure to extreme temperatures and air moisture. All temperature restricted commodities shall be shipped with a minimum number of data loggers as specified below.

4) Temperature controlled shipments

In the event of contract award through any established LTA as a result of this ITB, the bidder/s awarded contracts through the resulting LTAs shall ensure that the cargo is maintained at a maximum temperature of 25 degrees Celsius always from manufacturer to FCA or CIP/DPA delivery (depending on the incoterm used).

All pharmaceutical shipments supplied to UNDP must include USB data loggers to monitor temperature conditions from the supplier's warehouse until delivery incoterm).

o Air freight: at least 1 datalogger, preferably 2 if the cargo has more than 5 cartons.

o Sea freight: 2 dataloggers per container (1 to be placed low at the back of the cargo, 1 to be placed high in the front of the cargo near the container's door)

The minimum technical requirements for dataloggers are as follows:

- WHO prequalified data logger device²
- Measures temperature (from -30° to +45°C, with accuracy +/- 0.5°c).
- Readings to include time and date

² WHO PQ datalogger:

http://apps.who.int/immunization_standards/vaccine_quality/pqs_catalogue/categorypage.aspx?id_cat=35

- Single or multiple use
- Direct USB interface, without need for additional cable
- Automatically creates PDF report when connected to computer.
- Rapid data download to graph
- Alarm levels set up before shipping according to manufacturer's storage requirements
- LCD featuring up to 1 decimal point readings
- Alarm indication on LCD screen
- Sampling rate: at least 1 measure per hour
- Push button to activate and stop logging.
- Easy to understand user's guide & instructions

The awarded bidders/awarded contract through the resulting LTAs are required to confirm their adherence to UNDP temperature controlled shipment requirements. The suppliers shall factor the cost of the required data logger into their respective responses to RFQs issued by UNDP during the secondary bidding process.

All cases should be marked with/prominently indicate the following:

- 5) Labelling of primary package must correspond to the specification approved by UNDP. In case of any deviations found, the Contractor must provide additional documentation to enable receipt of goods.

- 6) Primary packaging must preserve quality, safety and stability of the product it contains. The entire package must be duly sealed and protected from spoiling. Each package shall contain instructions for the use of the medicine in English. During the secondary bidding process, the bidders/awarded contracts may require to the language of country of destination. The language requirement will be specified in the RFQ, if the use of language is other than English.

The information mentioned on the secondary packaging should be coherent with the information printed on the primary packaging and shall at least provide the following information:

- The International Non-Proprietary Name (INN) of the product;
 - The concentration for each Active Pharmaceutical Ingredient (API);
 - The statement of the net content (number of units, weight or volume);
 - The batch number;
 - The expiry date in an uncoded form;
 - Any special storage conditions or handling precautions that may be necessary;
 - Directions for use, warning and precautions that may be necessary;
 - The name and address of the manufacturer or the company responsible for placing the product on the market;
 - The marketing license number.
- 7) The Patients Information Leaflet (PIL) should at least contain the following information:
 - Product name in INN format;

- Uses;
- Instructions for use;
- Precautions;
- Common side effects;
- Contra-indications;
- Storage conditions.

For the products that are registered and marketed in SRA countries, the information included in the PIL should be coherent with the Summary of Product Characteristics as approved by the SRA.

- 8) Export license: Suppliers will be responsible for obtaining at its own risk and expenses any export licenses or other official authorization and carry out all customs facilities necessary for the exportation of the goods.

9. PRE-SHIPMENT INSPECTION

When all the goods from a specific purchase order are ready for shipment with their final packing and marking, a pre-shipment inspection may be carried out by UNDP or its representative for verification of quality, quantity, packing, labelling, marking and sampling.

In cases when pre-shipment inspection is required, the corresponding Purchase Order will indicate this.

For this purpose, the Contractor will have to submit the applicable documentation to UNDP or its representative and allow UNDP or its representative access to all the goods. At least the packing list showing also the batch numbers per product and the full address of inspection should be made available to UNDP or its representative 7 working days before the pre-shipment inspection is requested to be carried out. Inspection/testing by UNDP or its representative in no way relieves the Contractor from the performance of full contractual obligations to UNDP. The cost of the pre-shipment inspection will be borne by UNDP. However, it is the responsibility of the Contractor to assure that all facilities, to carry out a proper inspection are made available at their expense, and the goods for one shipment are presented at one location and on the date requested by UNDP or its representative. Furthermore, UNDP or its representative will charge the Contractor for the repeat, supplementary or abortive inspection visits necessitated by the fault of the Contractor.

In case of the detection of a defective product either in the quality of a product or other defects such as packaging, the Contractor will be requested to replace the complete batch at its own cost within one (1) month. In the event of a dispute by the Contractor, a counter analysis will be carried out by an independent neutral quality control laboratory agreed by both UNDP and the Contractor. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Contractor as well as the replacement and disposal of the defective batch. In the event of the independent analysis confirming the quality of the product, UNDP will meet all costs for such analysis.

10. STIPULATIONS CONCERNING CONTRACTOR RESPONSIBILITY FOR QUALITY, PACKAGING AND

WARRANTY

- 1) UNDP shall have the right to make claims under the warranty after the Goods have been delivered to the final destination indicated in the Purchase Order. Upon receipt of a written notice from UNDP, the Contractor shall, with all reasonable speed, replace the defective Goods without cost to Purchaser at the final location. The Contractor will be required to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered. UNDP will dispose the defective Goods on the Contractor's costs. UNDP is obliged to call the Contractor's representative to dispose the defective Goods, which will certify the fact of disposal of the defective Goods. The Contractor will reimburse UNDP for the cost of disposal of the defective Goods, provided the documentary evidence is provided and the Contractor's representative is present at the disposal of the defective Goods.
- 2) The Contractor's responsibility for labelling and quantities of goods for every Purchase Order extends to the point at which the goods are inspected by UNDP or its representative and, if required, a Clean Report of Findings (CRF) is issued by UNDP or its representative, upon delivery, for the specific PO. Where discrepancies are found by UNDP or its representative in labelling and/or quantities, these shall be rectified promptly by the Contractor at its own cost.
- 3) The Contractor is responsible for the intrinsic quality of the finished dosage form of each product and for the intrinsic quality of the primary and secondary packaging of the product, prior to and after the CRF is issued. The Contractor's responsibility will be according to the Incoterms 2010 standards specified in the PO.

11. STIPULATIONS CONCERNING RECALLS

In the event any of the Goods are recalled either by the National Regulatory Authority (NRA) of the country of production, the NRA of the recipient country or the Manufacturer, after the CRF related to the PO(s) covering the same Goods is issued, the Contractor shall notify UNDP within fourteen (14) days, providing full details of the reason for the recall and replace affected goods within one (1) month, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specifications and original PO(s) against which they were supplied, and arrange for collection or destruction of any defective Goods. If the Contractor fails to fulfill its recall obligation promptly, UNDP will, at the Contractor's expense, carry out the recall.

12. QUALITY CONTROL

- 1) Upon receipt of an incoming batch/s, UNDP follow a thorough quality verification procedure, which may include review of Certificates of Analysis (CoA) for each batch of finished product to be supplied, control against specifications, sample testing in accordance with UNDP and/or national QC protocols, labelling and packaging, etc.
- 2) Prior to shipment or upon arrival at the destination, some batches of the product may be tested (randomly) to ensure that the products meet Quality Assurance according to agreed contractual standards and requirements. Such tests might include, using an independent quality control laboratory as service provider

and/or in-house quality checks and any consignment or batch(es) of goods not meeting the above-mentioned standards would be rejected.

3) Upon request, the contractor shall provide detailed Finished Pharmaceutical Product release specifications and methods of analysis. Those FPP specifications might be shared with the QC laboratory in charge of the testing of samples.

In the event of a dispute by the Contractor, a counter QC testing will be carried out by an independent neutral QC laboratory agreed by both UNDP and the Contractor. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Contractor as well as the replacement and disposal of the defective batch. In the event of the independent analysis confirming the quality of the product, UNDP will meet all costs for such analysis.

4) Information about relevant medicines stability studies must be available upon request.

13. IMPLEMENTATION OF GLOBAL SUPPLY CHAIN STANDARDS

As part of the International Procurement Agencies (IPAs) and UNDP's commitment to enhance the security and efficiency along the health supply chain, UNDP is encouraging the use of a global and harmonised framework by adopting the Global Supply Chain Standards, GS1 and identification for health products from 2019 onwards. UNDP will work closely with the awarded vendors in order to implement the GS1 standards through a tailored roadmap divided by phases (GTINs/GLNs/GDSN). This harmonised framework will enable an end to end chain visibility and traceability; will ensure supply chain efficiencies and security; and will increase patient safety.

14. SUPPLIER REPORTING

In the context of establishment of LTAs for future procurement, the LTA holders will be requested to provide UNDP with General Procurement Statistics Report on a quarterly basis.

15. PERFORMANCE EVALUATION

Supplier's performance will be monitored on the following KPIs:

KPI 1 – Supplier responsiveness – 80%

The quote is considered responsive when it is compliant with technical requirements and delivery requirements. The supplier is expected to participate in at least 80% of the RFQs during the course of LTA period.

KPI 2 - On-time delivery – target 90%

UNDP will be monitoring the timeliness of the deliveries. This measurement will be based on the date of goods readiness as quoted in the tender for each order.

KPI 3 – Completeness of delivery – target 100%

Each order will be assessed by procurement officer for compliance on quality and quantity after delivery has

taken place and received in the country of destination.

KPI 4: Communication and status updates

Define as the quality of communication, sufficiency of updates and proactive approach during the course of the order.

KPI 5: Compliance to prices

Compliance on prices will be checked by UNDP against the prices offered in the tender against appropriate benchmarks (e.g. GDF reference prices/GF Price and Quality Reporting/WHO GPRM etc.)

All KPIs will be assessed for each order and/or delivery by respective procurement officers. The UNDP GF HIST will closely monitor contractor performance against the specified KPIs .Failure to meet UNDP expectations may result in the cancelling of the agreement (POs/LTAs).

Section 5. Evaluation Criteria and Required Documents

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Pass/Fail basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity

Minimum Eligibility and Qualification Criteria to Bidder

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<ul style="list-style-type: none"> ▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer ▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder ▪ Export/Import Licenses, if applicable 	Form B: Bidder Information Form
QUALIFICATION		
History of Non-	Non-performance of a contract did not occur as a result of	Form D:

Performing Contracts³	contractor default for the last 3 years.	Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum years of relevant experience.	Form D: Qualification Form
	Minimum contracts of similar value, nature and complexity implemented over the last years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Satisfactory Performance	the Statements of Satisfactory Performance from the Top 3 (three) Clients or more	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable) Comparison with budget/internal estimates.	Form F: Price Schedule Form

³ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Section 5a. Other Related Requirements

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

<p>Delivery Term [INCOTERMS 2010]</p>	<p>FCA Incoterm</p> <p>Different INCOTERMS might apply if requested by UNDP and the corresponding Purchase Order will specify applicable INCOTERMS.</p> <p>The products shall be supplied to the point/entity appointed by UNDP. Exact location will be notified at the time of contracting.</p> <p>All risks of loss or damage to the Goods shall remain with the Contractor until physical delivery takes place in accordance with PO.</p>	
<p>Mode of Transport Preferred</p>	<p><input checked="" type="checkbox"/>AIR</p>	<p><input checked="" type="checkbox"/>LAND</p>
<p>Shipping documents</p>	<p><input checked="" type="checkbox"/>SEA</p>	<p><input type="checkbox"/>OTHER <i>[pls. specify]</i></p>
<p>Customs, if needed, clearing shall be done by: Pre-shipment inspection</p>	<p>• Commercial invoice – 2 originals.</p> <p>• Packing list – 1 copy.</p> <p>• Manufacturer’s Certificate of Analysis for each batch – copies certified with the stamp of the Contractor.</p> <p>• Certificate of Origin, if goods are being imported</p> <p>UNDP or designated entity appointed by UNDP will act as importer of record.</p> <p>A pre-shipment inspection may be carried out by UNDP or its representative for verification of quality, quantity, packing, labelling, marking and sampling. In cases when pre-shipment inspection is required, the corresponding Purchase Order will specify this condition.</p>	
<p>Inspection upon delivery</p>	<p>UNDP (and MOH or other designated entity) will conduct inspection upon delivery.</p> <p>Acceptance shall only occur upon the arrival of the Goods in accordance with instructions on a Purchase Order, and verification by UNDP/UNDP’s designated representatives that the Goods are in a satisfactory condition. Inspection and verification of the Goods shall be made as soon as reasonably practicable after receipt and UNDP shall be entitled to reject and refuse acceptance of the Goods not conforming to PO.</p>	

Payment Terms	Payment for any non-conforming Goods pursuant to PO shall not be deemed an acceptance of the Goods.
	Quality Control may be required upon discretion of UNDP.
	Within 30 calendar days after delivery subject to written acceptance of goods delivery, duly signed and stamped by UNDP/MoH (or other designated entity) and provision of original invoice.
	In case testing is required, satisfactory testing results is a prerequisite for payment release.
	Progress payments could be provided in case of partial delivery.

Section 6. Returnable Bidding Forms / Checklist and Evaluation Criteria

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Technical Bid Form	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 6 (see below)?	<input type="checkbox"/>

Price Schedule:

▪ Form F: Price Schedule Form	<input type="checkbox"/>
-------------------------------	--------------------------

FORM A: BID SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

We, the undersigned, offer to supply the goods and related services required for the pharmaceuticals in accordance with your Invitation to Bid No. UNDP ITB ref. 65-2019-HIST-ITB-FLD-TB-UNDP and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of **[Insert amount in words and figures and indicate currency]**.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) 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;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: _____

Title: _____

Date: _____

Signature: _____ **[Stamp with official stamp of the Bidder]**

FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]

Please attach the following documents:

- Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured
- Certificate of Incorporation/ Business Registration
- Export Licenses, if applicable
- The Statements of Satisfactory Performance from the Top 3 (three) Clients or more or the contact details of the clients for UNDP.
- Copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

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

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture **OR** JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP 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 D: ELIGIBILITY AND QUALIFICATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM E: TECHNICAL BID FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	
ITB reference:	[Insert ITB Reference Number]		

Please submit Annex 2 (excel sheet) the Technical Form duly signed. Annex 2 shall be provided both in Excel and PDF format (signed version).

Signature of Personnel

Date (Day/Month/Year)

FORM F: PRICE SCHEDULE FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

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

Please refer to Annex 3 (excel sheet) with the Price Schedule Form and shall be provided both in Excel and PDF format (signed version).

Price Schedule submitted to the Annex 3 would prevail should be any discrepancy between the total prices mentioned in the Price Schedule in eTendering compared to the detailed Price Schedule uploaded by Bidders as Annex 3 and 2

Section 7. Template of Purchase Order and General Terms and Conditions for Contracts

PURCHASE ORDER TEMPLATE

PO Text may vary from order to order and is not binding until issued, accepted and executed by all Parties. The provisions below are to be understood as typical information that UNDP may include.



Zimbabwe

UNDP Office in Zimbabwe
 Norfolk Road
 Arundel Office Park
 Mt Pleasant
 Harare
 Zimbabwe
 Tel: 338836-433
 Fax: 338294

Vendor:

Purchase Order

Dispatch via Print

PO Number ZWE10-00000	Date 1	Revision	Page 1
Payment Terms Immediate	Freight / INCOTERMS FCA	Ship Via Ocean-going	
Buyer	Phone Tel: Fax:	Currency USD	
Approver			

Ship To: UNDP Office in Zimbabwe
 Norfolk Road
 Arundel Office Park
 Mt Pleasant
 Harare
 Zimbabwe

Tel: 338836-433
 Fax: 338294

Bill To: UNDP Office in Zimbabwe
 Norfolk Road
 Arundel Office Park
 Mt Pleasant
 Harare
 Zimbabwe

Tel: 338836-433
 Fax: 338294

Ln-Sch	Item	Description	Quantity	UOM	Due Date	Unit Price	Line Total
--------	------	-------------	----------	-----	----------	------------	------------

1-1 51102300E E) Anti-retrovira21,160,000.00 EA
 drugs (ARV)
 << Budget act 967
 (TLE) Efavirenz/Lamivudine/Tenofovir, 400mg+300mg+300mg
 btle 30 >>
 USFDA ref. no: NDA208255

USFDA ref. no: NDA208255
 data logger cost also is included

Annex 11- To LTA 24-2017 for ARV

>>>> NOTES TO THE SUPPLIER<<<<<:

1. This order is placed in accordance to the RFQ-ZIM-GF-038-2018 TLE 400mg 2019 Stock for ARV and the bid received as response to the RFQ

2. The supplier agrees to be bound by the provisions contained in this Purchase Order (PO) and in the below listed documents which constitute an integral part of the PO: 16844

- The RFQ
 - Supplier's Bid
 - Clarifications provided in response to this ITB
 - The RFQ-ZIM-GF-038-2018 TLE 400mg 2019 Stock (secondary bidding)
 - Suppliers Quotation in response to the above RFQ
 - UNDPs General Terms and Conditions for Goods:
[https://popp.undp.org/UNDP_POFF_DOCUMENT_LIBRARY/Public/PSU_Considerations%20of%20Contracting_UNDP%20GTCs%20for%20Contracts%20\(Goods%20and-or%20Services\)%20-%20Sept%202017.pdf](https://popp.undp.org/UNDP_POFF_DOCUMENT_LIBRARY/Public/PSU_Considerations%20of%20Contracting_UNDP%20GTCs%20for%20Contracts%20(Goods%20and-or%20Services)%20-%20Sept%202017.pdf)
- Documents are not attached hereto but known to and in the possession of both parties. Should there be any discrepancy between the supplier's offer and this PO, the instructions and conditions of this PO will prevail over the Supplier's offer, unless otherwise agreed between Supplier and UNDP/HIST after discussion.

3. CONSIGNEE:

This PO is subject to UNDP General terms and conditions.

Authorized Signature

This Purchase Order is Electronically Approved by Georges VAN MONIFORI and does not require Signature.



Purchase Order

Dispatch via Print

Zimbabwe

UNDP Office in Zimbabwe
 Norfolk Road
 Arundel Office Park
 Mt Pleasant
 Harare
 Zimbabwe
 Tel: 338836-433
 Fax: 338294

PO Number ZWE10-00000....	Date	Revision	Page 2
Payment Terms Immediate	Freight / INCOTERMS FCA	Ship Via Ocean-going	
Buyer	Phone Tel: Fax:	Currency USD	
Approver			

Vendor:

Ship To: UNDP Office in Zimbabwe
 Norfolk Road
 Arundel Office Park
 Mt Pleasant
 Harare
 Zimbabwe

 Tel: 338836-433
 Fax: 338294

Bill To: UNDP Office in Zimbabwe
 Norfolk Road
 Arundel Office Park
 Mt Pleasant
 Harare
 Zimbabwe

 Tel: 338836-433
 Fax: 338294

Ln	Qty	UOM	Description	Due Date	Unit Price	Line Total
----	-----	-----	-------------	----------	------------	------------

Ministry of Health & Child Care, Zimbabwe
 C/O National Pharmaceutical Company,
 Lobengula Street
 Southerton, Harare,
 Zimbabwe.

Contact persons: Name + 1 ei email

Mr. Augustine Ndoro; Augustine.ndoro@undp.org +263 4 338 836-44 Ext 247

Ms. Benhilda Mainje; Benhilda.mainje@undp.org

Mr. Oscar Zindoga; oscar.zindoga@undp.org

Mr. Sitiso Moyo, Tel: +263 4 338 836-44 Ext 248; sitiso.moyo@undp.org

Mr. Charles Mwarambwa, Tel: +263 772 027 521; cmwaramba@natpharm.co.zw

Please advise FCA readiness (by email) to: augustine.ndoro@undp.org; sitiso.moyo@undp.org; benhilda.mainje@undp.org; Andrew Siakamba ZIMLOG.ServiceProvision@wfp.org;

4. DISTRIBUTION OF DOCUMENTS (Please include the PO number 16844 in all the communication related to this order:

- CoA, CPP or GMP or Manufacturing authorization or CoO
- Packing list – 1 copy for the import
- Commercial invoice – 2 originals
- Other

a) Original documents to CONSIGNEE

b) By email to appointed Freight Forwarder, Consignee and augustine.ndoro@undp.org; sitiso.moyo@undp.org; benhilda.mainje@undp.org; cmwaramba@natpharm.co.zw ZIMLOG.ServiceProvision@wfp.org; and HIST.procurement@undp.org

c) For payment purposes please send Invoice and supporting documents to XX@undp.org; (Focal point) and to;XX@undp.org

IMPORTANT: Do not pack and invoice, until confirmation from Freight Forwarder

Do not ship, until green light from Consignee.
Do not assume Freight forwarder for shipment kindly ask first.

5. FCA DATE: The expected FCA DATE is: 31 December 2018; 28 January 2019; 28 February 2019; 30 May 2019

Please advise FCA readiness (by email) to: augustine.ndoro@undp.org; sitiso.moyo@undp.org; benhilda.mainje@undp.org; cmwaramba@natpharm.co.zw ZIMLOG.ServiceProvision@wfp.org;

6. SHIPPING MARKS/Labels for each carton (box/pallet):

This PO is subject to UNDP General terms and conditions.

Authorized Signature

This Purchase Order is Electronically Approved by
 Georges VAN MONI-FORI and does not require
 Signature.



Purchase Order

Dispatch via Print

Zimbabwe

UNDP Office in Zimbabwe
Norfolk Road
Arundel Office Park
Mt Plesant
Harare
Zimbabwe
Tel: 338836-433
Fax: 338294

PO Number	Date	Revision	Page
	1		3
Payment Terms	Freight / INCOTERMS	Ship Via	
Immediate	FCA	Ocean-going	
Buyer	Phone	Currency	
	Tel:	USD	
	Fax:		
Approver			

Vendor:
India

Ship To: UNDP Office in Zimbabwe
Norfolk Road
Arundel Office Park
Mt Plesant
Harare
Zimbabwe

Tel: 338836-433
Fax: 338294

Bill To: UNDP Office in Zimbabwe
Norfolk Road
Arundel Office Park
Mt Plesant
Harare
Zimbabwe

Tel: 338836-433
Fax: 338294

Ln-Sch	UNDP PO NUMBER	Description	Quantity	UOM	Due Date	Unit Price	Line Total
--------	----------------	-------------	----------	-----	----------	------------	------------

- Consignee name and address
- Place and total number of places
- Gross weight of each place
- Clear marking/instructions with regard to temperature restrictions
- Clear marking if USB data loggers are included in the box and/or pallet (e.g. "USB data logger is included in the box" and "USB data logger is included in the pallet")
- Clear marking/instructions with regard to handling of places if necessary

7. QUALITY ASSURANCE REQUIREMENTS

The supplier commits to respect UNDP requirements as stipulated in the contract (LIA). In particular the supplier commits to supply medicines that comply with the specifications as approved by the WHO Pre-Qualification team, the Expert Review Committee or the Stringent Regulatory Authority as applicable. Those requirements include the specifications for primary packaging, secondary packaging and labelling. Any changes to the conditions outlined in the LTA require UNDP review before approval. Failure to inform UNDP could lead to the cancellation of the order.

8. TERTIARY PACKAGING REQUIREMENTS:

Goods must be packed as per UNDP Specifications, UNDP General Terms and Conditions for Goods, and suitable for the applicable mode of freight to the final destination. The packing must be of a sturdy export quality of a commercial standard that will provide adequate protection of the goods for carriage by air, sea and/or road to final destinations worldwide, including remote locations under adverse climatic and storage conditions and high humidity.

All wood packaging, including pallets and boxes, utilised in any shipment, have undergone the treatment, marking and documentation required to meet the specifications described in ISPM Nr 15: Guidelines for Regulating Wood Packaging Material in International Trade, available at www.ippc.int

It is the responsibility of the vendor to provide complete packing as required for transportation. Hazardous (dangerous) and temperature restricted goods must be packed, handled and documented according to current legislation and the instructions in the PO.
a) Cargo to be palletized on wooden and fumigated EURO pallets and duly branded in accordance with the same. The height of the pallets shall be 1.20 meters for the pallets on the floor and open for the pallets on top of these.
b) Cartons to be properly lashed/secured on the pallets with 2 x plastic strips each side with hardboard on top to avoid cartons being damaged by the strips,

This PO is subject to UNDP General terms and conditions.

Authorized Signature

This Purchase Order is Electronically Approved by Georges VAN MONIFORI and does not require Signature.

UNDP General Terms and Conditions for Contracts

Please refer here: http://procurement-notices.undp.org/view_file.cfm?doc_id=170154

Section 8. Template for Long Term Agreement

Please refer here:

[https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_General%20Considerations%20of%20Contracting_Contract%20Face%20Sheet%20\(Goods%20and-or%20Services\)%20UNDP%20-%20Sept%202017.doc&action=default](https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_General%20Considerations%20of%20Contracting_Contract%20Face%20Sheet%20(Goods%20and-or%20Services)%20UNDP%20-%20Sept%202017.doc&action=default)