# REQUEST FOR QUOTATION (RFQ) for supply of Kit of consumables required for preparing one dry sample of dry blood spot (DBS) of children born from HIV-infected mothers for the purpose of early diagnosing HIV-infection within 48 hours after birth

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| RFQ Reference: 027-2022-UNDP-UKR | Date: 10 May 2022 |

## SECTION 1: REQUEST FOR QUOTATION (RFQ)

UNDP Ukraine kindly requests your quotation for the provision of goods as detailed in Section 3 of this RFQ.

This Request for Quotation comprises the following documents:

- Section 1: This request letter
- Section 2: RFQ Instructions and Data
- Section 3: Schedule of requirements
- ANNEX 1. Certificate of Authorization (if bidder is not a manufacturer)
- FORM A: QUOTATION SUBMISSION FORM
- FORM B: TECHNICAL AND FINANCIAL OFFER
- FORM C: FORM FOR SUBMITTING SUPPLIER'S QUOTATION
- Template of Contract for Goods
- Returnable Bidding Forms / Checklist
- Annex 2: Technical Information on Product/s
- Annex 3. Price Schedule Form
- Annex 4. Commitment letter

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please by quided by Returnable Bidding Forms/Checklist while preparing your Bid. Please note that it is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Issued by: UNDP Ukraine Country Office

Signature: DocuSigned by: 5866F218C2264C1...

Name: Ms. Agnes Kochan

Title: Operations Manager United Nations Development Program

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## SECTION 2: RFQ INSTRUCTIONS AND DATA

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| **Introduction** | Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by UNDP. This RFQ is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement<br><br>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 RFQ.<br><br>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. |
| **Deadline for the Submission of Quotation** | Deadline: as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.<br><br>PLEASE NOTE:<br><br>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.<br>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.<br><br>If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/. |
| **Method of Submission** | Quotations must be submitted as follows:<br>☒ E-tendering<br>☐ Dedicated Email Address<br>☐ Courier / Hand delivery<br>☐ Other Click or tap here to enter text.<br><br>Bid submission address: https://etendering.partneragencies.org<br><br>▪ Format: PDF, word, excel files only.<br>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.<br>▪ 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.<br>▪ Please note: Any proposal sent to the private email addresses of any procurement staff will not be accepted.<br><br>[For eTendering method, click the link https://etendering.partneragencies.org and insert Event ID information]<br><br>▪ Insert BU Code: UKR10 and Event ID number RFQ027<br><br>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-notices/resources/ |
| **Cost of preparation of quotation** | UNDP shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process. |

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| **Supplier Code of Conduct, Fraud, Corruption,** | All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes **principles on labour, human rights, environment and ethical conduct** may be found at: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct<br>Moreover, 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 to 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 |
| **Gifts and Hospitality** | 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, dinners or similar. In pursuance of this policy, UNDP: (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; (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. |
| **Conflict of Interest** | UNDP requires every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. Bidders shall 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.<br><br>Bidders must disclose in their Bid their knowledge of the following: 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 RFQ.<br><br>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 RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid. |
| **General Conditions of Contract** | Any Contract that will be issued as a result of this RFQ shall be subject to the General Conditions of Contract<br>Select the applicable GTC:<br>☒ General Terms and Conditions / Special Conditions for Contract.<br>☐ General Terms and Conditions for de minimis contracts (services only, less than $50,000)<br>☐ General Terms and Conditions for Works<br>Applicable Terms and Conditions and other provisions are available at UNDP/How-we-buy |
| **Special Conditions of Contract** | ☒ Cancellation of Contract if the delivery/completion is delayed by [30 days]<br>☐ Others [pls. specify] |
| **Eligibility** | A vendor who will be engaged by UNDP may 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. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP.<br><br>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.<br>Bidders must have the legal capacity to enter a binding contract with UNDP and to deliver in the country, or through an authorized representative. |

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| **Currency of Quotation** | • United States Dollars (USD) - strongly advised to use as a risk mitigation measure against the impact of the local currency devaluation. UNDP will execute payments in USD to international suppliers.Payments to local (Ukrainian) suppliers will be executed either in USD or UAH based on UN Operational Exchange Rate effective at the date of payment (please refer to treasury.un.org). Please state in the financial bid preferred currency of payment.<br>• Local Currency (UAH). Prices submitted by Bidders will be evaluated versus each other based on UN Operational exchange rate effective at the closure day of the bid submission (please refer to treasury.un.org) |
| **Joint Venture, Consortium or Association** | 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 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, Consortium or Association.<br>Refer to Clauses 19 – 24 under Solicitation policy for details on the applicable provisions on Joint Ventures, Consortium or Association. |
| **Only one Bid** | The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association.<br>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:<br>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<br>b) they have the same legal representative for purposes of this RFQ; or<br>c) 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 RFQ process;<br>d) 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<br>e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. |
| **Duties and taxes** | Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:<br>All prices must:<br>☐ be inclusive of VAT and other applicable indirect taxes<br>☒ be exclusive of VAT and other applicable indirect taxes (Please refer to Annex 3 - Bidder quotes prices without VAT and VAT separately, if applicable) |
| **Language of quotation** | English is preferred. Russian/Ukrainian acceptable |
| **Documents to be submitted** | Bidders shall include the following documents in their quotation:<br>☒ FORM A: QUOTATION SUBMISSION FORM<br>☒ FORM B: TECHNICAL AND FINANCIAL OFFER (Annex 2 and 3 in Excel and PDF to be included)<br>☒ Annex 1. Certificate of Authorization (if bidder is not a manufacturer)<br>☒ FORM C: FORM FOR SUBMITTING SUPPLIER'S QUOTATION<br>☐ Other Click or tap here to enter text. |
| **Quotation validity period** | Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation. |
| **Price variation** | No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received. |

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| **Partial Quotes** | ☐ Not permitted<br>☒ Permitted. Bidder may submit Quotation for separate Lots |
| **Alternative Quotes** | ☒ Not permitted<br>☐ Permitted<br>If permitted, an alternative quote may be submitted only if a conforming quote to the RFQ requirements is submitted. Where the conditions for its acceptance are met, or justifications are clearly established, Click or tap here to enter text. reserves the right to award a contract based on an alternative quote. If multiple/alternative quotes are being submitted, they must be clearly marked as "Main Quote" and "Alternative Quote" |
| **Payment Terms** | ☒ 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.<br>☐Other Click or tap here to enter text. |
| **Conditions for Release of Payment** | ☐ Passing Inspection [specify method, if possible] Complete Installation<br>☐ Passing all Testing [specify standard, if possible]<br>☐ Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible<br>☒ Written Acceptance of Goods, Services and Works, based on full compliance with RFQ requirements<br>☐ Others [pls. specify] |
| **Contact Person for correspondence, notifications and clarifications** | E-mail address: health.procurement.ua@undp.org<br>Attention: Quotations shall not be submitted to this address but via e-tendering system as stated above. Otherwise, offer shall be disqualified.<br>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |
| **Clarifications** | Requests for clarification from bidders will not be accepted any later than 2 days before the submission deadline. |
| **Evaluation method** | ☒ The Contract will be awarded to the lowest price substantially compliant offer<br>☐ Other Click or tap here to enter text. |
| **Evaluation criteria** | ☒Full compliance with all requirements as specified in Section 3<br>☒Full acceptance of the General Terms and Conditions for Contracts<br>☐Comprehensiveness of after-sales services<br>☐Earliest Delivery /shortest lead time<br>☐Others Click or tap here to enter text. |
| **Right not to accept any quotation** | UNDP is not bound to accept any quotation, nor award a contract or Purchase Order |
| **Right to vary requirement at time of award** | At the time of award of Contract, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or 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. |
| **Type of Contract to be awarded** | ☐ Purchase Order<br>☒ Contract Face Sheet (Please refer to Template of Contract for Goods along with this RFQ instructions)<br>☐ Contract for Works<br>☐ Other Type/s of Contract [pls. specify] |
| **Expected date for contract award.** | 30 June 2022 |
| **Publication of Contract Award** | UNDP will publish the contract awards valued at USD 100,000 and more on the websites of the CO and the corporate UNDP Web site. |

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| **Policies and procedures** | This RFQ is conducted in accordance with UNDP Programme and Operations Policies and Procedures |
| **UNGM registration** | Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace (UNGM) website at www.ungm.org. The Bidder may still submit a quotation 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. |

## SECTION 3: SCHEDULE OF REQUIREMENTS

### 1. EXECUTIVE SUMMARY

In April 2015, the Ministry of Health of Ukraine approached the UN System in Ukraine to support the procurement and distribution of medicines and other medical products in scope of health state programs as an emergency measure. This new approach to procurement in the public health sector was aimed to prevent corruption and protect the rights of patients in Ukraine to access affordable and quality medicines.

In 2015, UNDP supported the MOH with the procurement and distribution of medicines and other medical products for 8 state health programmes. UNDP support to the Ministry of Health was extended to 23 programmes in 2016.

During 2017-2020 years UNDP was entrusted for the procurement medicines and other medical products for state health programmes under the respective State budget years.

UNDP has signed Agreement for the 2021 State budget with the MOH and has been implementingthe procurement accordingly.

UNDP operates on a collaborative spectrum leveraging the technical competence to deliver against four strategic objectives:

•selection of reliable suppliers of quality-assured products;

•procurement of the most cost-effective pharmaceutical products in the right quantities;

•timely delivery; and

•achievement of the lowest possible total cost.

UNDP in Ukraine is fully committed to play its role in resolving the immediate crisis and to support the Ministry of Health of Ukraine in its efforts to reform the procurement and supply management system for it to correspond to the highest standards of transparency, accountability, cost-efficiency, equity and sustainability.

The main objective of this RFQ is to source Kit of consumables required for preparing one dry sample of dry blood spot (DBS) of children born from HIV-infected mothers for the purpose of early diagnosing HIV-infection within 48 hours after birthfrom reliable supplier and in accordance with the value-for-money principle needed to meet the current health crisis.

### 2. PRODUCTS SPECIFICATION

| Lot | Medical Device Name | Назва медичного виробу | UOM/ Одиниця виміру | Q-ty required / Кількість |
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| **Kit of consumables required for preparing one dry sample of dry blood spot (DBS) of children born from HIV-infected mothers for the purpose of early diagnosing HIV-infection within 48 hours after birth / Набор расходных материалов, необходимых для приготовления одного образца сухой капли крови (далее - СКК) детей, рожденных ВИЧ-инфицированными матерями, с целью ранней диагностики ВИЧ-инфекции в течение 48 часов после рождения** | | | | |
| Lot 1 | Zip-lock bag small | Пакет с застежкой маленький | pieces / штук | 2955 |
| Lot 2 | Zip-lock bag large | Пакет с застежкой большой | pieces / штук | 3055 |
| Lot 3 | Humidity indicator card, 50 pieces per pack | Карточка-индикатор влажности, 50 штук в упаковке | packages / упаковок | 116 |

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| Lot 4 | Antiseptic (alcohol wipe 60 x 30 mm), 100 per pack | Антисептик (салфетка спиртовая 60 х 30 мм), 100 штук в упаковке | packages / упаковок | 92 |
| Lot 5 | Nitrile gloves, powder free, 100 per pack | Перчатки нитриловые неприпудренные, 100 штук в Упаковке | packages / упаковок | 61 |
| Lot 6 | Silica gel in sachets, 2 g | Силикагель в саше по 2 г | packages / упаковок | 3430 |

Medical devices must comply with the requirements of the Technical Regulation on medical devices and approved by the resolution of the Cabinet of Ministers of Ukraine № 753 and/or No. 754 dated 02.10.2013, which is confirmed by a certified copy of declaration and, if available, a certificate of conformity.

The invited participant must submit a copy of the instruction for use (application) of medical devices, technical and other related documents. Availability of instructions on how to use the medical devices in Ukrainian. If approved instructions are available in the original language, a copy of an authentic Ukrainian translation of the instructions must be provided.

The transportation and storage of medicinal products should be carried out under the conditions determined by the instructions for their use (temperature, avoiding direct sunlight, etc.).

**3. PRODUCT STANDARDS**

These standards below are specific for this procurement action and in no way constitute an obligation from UNDP to use any of these standards in future procurement actions.

UNDP will procure the medicines that comply with UNDP QA policy. In the context of this particular RFQ, to be eligible for procurement and supply, any Medical Device, including in vitro diagnostics (IVDs), must comply with the QA criteria established as follows:

1) **Regulatory Requirements and confirmation of Quality standards**: The Medical Device(s) must qualify for at least **one** of the following options:

   **Option 1:**
   Medical devices, classified as B, C and D[1] (according to GHTF classification principles[2]), authorised by one of the GHTF founding members (EU, USA, Japan, Canada, Australia): In those cases, the medical device must have a market clearance/approval from at least one of the regulatory authorities of the GHTF founding members mentioned above. To comply with these criteria, the manufacturer/supplier must provide at least **one** of the following pre-market approval(s)/market clearance(s)/registration(s) listed below:

   - Australia: TGA Production Quality Assurance Certificate or TGA Type-Examination Certificate or TGA Full Quality Assurance Certificate issued by Therauptic Goods Administration
     OR
   - Health Canada: Medical Device Licence and summary report for a Class IV IVD CMDCAS – issued ISO 13485 Certificate.
     OR
   - European Union: EC Full Quality Assurance Certificate or EC Production Quality Assurance Certificate or EC Type-Examination Certificate (based on CE 93/42/EEC Medical Device Directive (MDD) Mark and respective amendments and provisions according to Directive 98/79/EC for in vitro medical devices and Directive 93/68/EEC – CE Marking).
     OR

[1] B = Low-moderate hazard, C = Moderate-high hazard, D = High hazard
[2] GHTF/SG1/N77:2012

- Japan Ministry of Health, Labour and Welfare (JMHLW): JMHLW Device Licence for manufacture or JMHLW Minister's Approval or JMHLW Recognised Foreign Manufacturer.
  OR
- US Food and Drug Administration (US FDA): PMA (pre-market approval) letter or BLA license (Biologics License Application) or 510k market clearance issued by US FDA.

**Option 2:**

Medical Device prequalified or recommended by WHO: UNDP also recognises the work of the WHO in the prequalification of products and therefore all IVDs and Male Circumcision Devices (MCD) that appear in the WHO PQ lists can also be qualified by UNDP Ukraine. For this standard to be met the supplier must provide the following requirements, which will be assessed in terms of their validity. Those can also be checked in official sources for confirmation purposes:

- WHO pre-qualification award letter.
  OR
- WHO Recommendation letter for a specific WHO programme.

**Option 3:**

Medical Device reviewed and recommended by WHO Expert Review Panel (ERP): Medical Devices that received a positive recommendation from the Global Fund's ERP can be procured and supplied by UNDP Ukraine within the period of time specified by the ERP.

**AND**

**For sterile consumables/renewables only:** If not covered in the scope of the QMS certification claimed above, the manufacturer/supplier shall provide additional certificates for all sterile devices in accordance with ISO 11135 and ISO 11137 - Sterilization of health care products (as applicable).

OR

Suppliers/manufacturers shall provide a copy of valid GMP Certificate issued by a Pharmaceutical Inspection Co-operation Scheme (PIC/S) authority for the manufacturing site(s) of the proposed product(s).

**Bidders shall demonstrate their compliance in the Annex 2 – Compliance of product/s to the requirements.**

**NB: If branded product is requested and equivalent product is allowed to be proposed as per section "Product List and Technical Specification", the Bidder must provide technical specification of item quoted and statement of deviations from branded product.**

**SPECIAL CONDITIONS:**

**Kit of consumables required for preparing one dry sample of dry blood spot (DBS) of children born from HIV-infected mothers for the purpose of early diagnosing HIV-infection within 48 hours after:**

1.Procurement of the items on the list involves providing healthcare facilities (hereinafter referred to as HCF) with the materials needed to obtain blood samples from a child born to an HIV-positive mother and to prepare DBS samples for diagnosing HIV infection.

2.For preparation and transportation of one sample of DBS it is necessary to provide the following items:

•filter paper - 1 pc.,

•rubber (nitrile) gloves - 1 pair,

•humidity indicator card - 1 pc.,

•silica gel in sachets, 1 g - 1-2 pcs.,

•antiseptic (alcohol wipe) - 1 pc.,

•bag large - 1 pc.,

•zip-lock bag small - 1 pc.

3.Filter paper (Whatman 903 or equivalent) should be designed to produce dry blood spots for molecular genetic testing. It should be marked with 5 circles for applying 75-80 µl of blood. Filters must be individually wrapped.

4.Rubber gloves must be nitrile and powder free.

5.Humidity indicator cards must be suitable for determining the humidity of 30%, 40%, 50%. The cards should be marked with indicator circles that change colour from blue to pink with increasing relative humidity.

6.The antiseptic (alcohol wipe) should be presented with medical wipes impregnated with a disinfectant to treat the surface of the child's heel before the skin puncture.

7.The small zip lock bag must be made of polyethylene with a Zip-Lock clasp, transparent or translucent. It should fasten quickly and easily, ensure tight storage of the contents of the package. Approximate dimensions of the bag:

height - 100 mm x 200 mm;

width - 150 mm x 170 mm

8.The large bag must be designed for safe delivery of goods, protecting it from damage and moisture. It must be made in the form of an envelope, high-quality opaque kraft paper and multilayer air-bubble film. Approximate dimensions:

internal size (W x H) - 210 x 260 mm;

external size (W x H) - 240 x 275 mm.

**SPECIAL REQUIREMENTS TO THE PROCUREMENT AGENCIES:**

WHO definition of “Procurement Agency”: “Any organization purchasing pharmaceutical products, vaccines, or other health products or otherwise involved in their prequalification, purchasing, **storage and distribution**”.

Procurement Agencies must:

- Be authorized by the National Regulatory Authority (NRA) of the country of location; and
- Comply with WHO (or equivalent: EU EMA, Swiss Medic, Health Canada GDP guidelines are considered as equivalent to the WHO ones) Good Distribution Practices (GDP) guidelines.

**Applicants must provide a valid copy of the license issued by the NRA and valid GDP Certificate.**

**IN-COUNTRY REGISTRATION REQUIREMENTS**

UNDP will evaluate offers for both registered and non-registered products.

Where a medical product has not yet been certified in Ukraine the suppliers of the Goods who wish to provide to, or within Ukraine, must make sure that the Goods comply with the following regulations at the moment of delivery: Declaration of Conformity with the requirements of technical regulations (Resolution of the Cabinet of Ministers of Ukraine #753, # 754, # 755 dd. 02.10.2013).

UNDP will evaluate offers for both certified (registered) and non-certified (non-registered) medical products. Non-certified products must meet quality standards as per Section 3. Bidders offering non-registered products that are compliant with quality standards, must start the registration process with MOH preferably before, but not later than 5

days after, signing a conditional Contract for Goods (the Contract) with UNDP. A bidder must submit the application for registration of the product(s) to Ukrainian state registration authority not later than 30 days after the contract signing and provide the respective evidence to UNDP in a form of a copy of an application letter to Ukrainian state registration authority with an indication that the document is accepted for review. Failure to submit the application for registration of the product(s) to Ukrainian state registration authority in due time, equally as to obtain registration and submit the required documents to UNDP will serve, at no claim to UNDP, as a ground for contract termination and either awarding the next qualified Bidder or initiating a new bidding process. The decision to transfer the award will be at the discretion of UNDP.

**4. DELIVERY TIMEFRAMES**

Early delivery of medicines to Ukraine is critical therefore we encourage shortest delivery periods.

Medical products shall be delivered within 4 months after the Contract signing, an exact delivery schedule is a subject of pre-apporval by the Ministry of Health of Ukraine prior to the contract signing. The delivery schedule shall be indicated by the Bidder in the Annex 2 of the Technical proposal (indicating quantity to be supplied in each shipment).

**Selected Bidder is obliged to sign a contract for goods/s within 1 week after receipt of Contract for Goods**.

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:

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| Delivery Term<br><br>[INCOTERMS 2020]<br><br>*(Pls. link this to price schedule)* | DAP Kyiv, Central Warehouse of the MoH<br><br>The products shall be supplied to the Central Warehouse (State Enterprise) of MoH or designated by them entity appointed by UNDP. Exact location of the warehouse will be notified at the time of contracting. The transfer of ownership right from seller to buyer occurs simultaneously with the transfer of risk of goods loss or damage at the moment when the goods are delivered to the named warehouse.<br><br>Partial delivery is acceptable: <u>maximum 3 consignments under delivery of one Lot/Item. Partial delivery (delivery schedule) is to be pre-agreed prior to the contract signing.</u> | |
| Mode of Transport Preferred | ☒AIR | ☒LAND |
| | ☒SEA | ☐OTHER [pls. specify] |
| Shipping documents | For import:<br>• Commercial Invoice – 2 originals;<br>• Packing list – 1 copy;<br>• Certificates of Analysis / Batch Release Certificates / Certificates of Quality / Certificate of Conformity / Certificate of Sterility etc. – whatever is available (one either original or copy certified with the stamp of the Supplier);<br>• Certificate of Origin – 1 original;<br>• Samples of packaging and labelling – either photos or artworks;<br>• Ukrainian Certificate of Conformity and/or Declaration of Conformity;<br>• Ukrainian translation of the Instruction for Use (in case if products are | |

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| | supplied in original packing).<br><br>For local delivery:<br>• Goods Receipt Note («Видаткова накладна») – 1 original;<br>• Invoice – 2 originals;<br>• Certificates of Analysis / Batch Release Certificates / Certificates of Quality / Certificate of Conformity / Certificate of Sterility etc. – whatever is available;<br>• Ukrainian Certificate of Conformity and/or Declaration of Conformity;<br>• Instruction for Use . |
| Customs clearing , if needed, shall be done by: | Central Warehouse (State Enterprise) of MoH appointed by UNDP will act as importer of record with the condition that goods are shipped to the aforesaid State Enterprise. |
| Pre-shipment inspection | 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 Contract will specify this condition. |
| Inspection upon delivery | MoH/UNDP will conduct inspection upon delivery. Quality Control may be required upon discretion of UNDP/MoH. |
| Payment Terms | Within 30 calendar days after delivery subject to written acceptance of goods delivery, duly signed and stamped by UNDP/MoH and provision of original invoice.<br><br>In case testing is required, satisfactory testing results is a prerequisite for payment release.<br><br>Progress payments could be provided in case of partial delivery. |

**5. SHELF LIFE REQUIREMENTS**

Products must have a minimum of 50% of the total product shelf life remaining at the time of delivery (acceptance by the Central Warehouse of the MoH) and must bear the dates of manufacture and expiry. If the shelf life of items offered for supply is 12 months or less - they shall be delivered in two batches with the appropriate shelf life (once every six months). If the shelf life of items offered for supply is 6 months or less - they shall be delivered in three batches with the appropriate shelf life (once every four months). If the shelf life of items offered for supply is 4 months or less – it is a subject of prior approval by the Ministry of Health prior to contracting.

Shelf life of sterile consumables must be at least 75% of the total shelf life or at least 18 months before the shelf-life expiration date at the time of delivery (acceptance by the Central Warehouse of the MoH) and must bear the dates of manufacture and expiry.

**6. PACKAGING, LABELLING, INSTRUCTION FOR USE**

1)Medical Products shall be transported and stored in accordance with the temperature mode specified in the product instruction. All temperature restricted commodities must be shipped with clear marking 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.

2)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.

**Minimum requirements for dataloggers:**

Shipments of temperature sensitive health products should be accompanied by dataloggers. The number of dataloggers should be 1 if shipment has 5 or less boxes, 2 per each 5 boxes if shipment has more than 5 boxes. If products are shipped in containers, each container should have 2 dataloggers. Dataloggers should be activated, set up with adequate alarm levels and placed inside a box with the products. The boxes with dataloggers should be clearly identified with bright colour stickers (ideally orange).

The minimum technical requirements for dataloggers are as follows:

- Measures temperature (from -30° to +45°C, with accuracy +/- 0.5°c).
- Readings to include time and date
- Single or multiple use
- Direct USB interface, without need for additional cable
- Automatically creates PDF report when connected to computer.
- Rapid data download to graph
- Alarm levels set up before shipping according to manufacturer's storage requirements
- LCD featuring up to 1 decimal point readings
- Alarm indication on LCD screen
- Sampling rate: at least 1 measure per hour
- Push button to activate and stop logging.
- Easy to understand user's guide & instructions

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

A.Shipping marks;

B.The name of the product;

C. Number of registration certificate

D.Date of manufacture and expiry (in clear language not code);

E.Batch number;

F.Quantity per case;

G.Special instructions for storage;

H.Name of manufacturer;

I.Carton numbering e.g. carton 1/40;

J.Any additional cautionary statements.

3)Labelling of primary package now of supply 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.

4)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 the language of country of destination or the original language.

In case medical devices are delivered in original packaging with instructions for the use in the original language, translation of instruction for the use into the language of country of destination shall be provided in the electronic format at the time of supply.

For sterile consumable/renewable products, the medical device(s) must be labelled “sterile” (EN 556-2:2003 Sterilization of medical devices: requirements for medical devices to be designated "STERILE"- requirements for aseptically processed medical devices).

5)UNDP reserves the right to have at any time the items inspected, tested for quality assurance and rejected if found not in compliance with the requested specifications.

The information mentioned on the secondary packaging should be coherent with the information printed on the primary packaging as mentioned above.

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 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.

**ANNEX 1. Certificate of Authorization**

**to act on behalf of the Manufacturer in case the Bidder is not a Manufacturer**

***(This should be written in the Letterhead of the Manufacturer. Certificate shall cover all items for which the company is bidding)***

Insert: Location

Insert: Date

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

Dear Sir/Madam:

We, the undersigned, who is established manufacturer or producer of [*insert name of products*], hereby authorize [*name and address of Bidder*] to submit a Quote, and subsequently sign and implement the contract, against the *Insert type of goods or services required as per RFQ* for the supply of following products:

Products:

1. _____
2. _____
3. ….

For and on behalf of Manufacturer or Producer:

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Contact Details:

## FORM A: QUOTATION SUBMISSION FORM

*Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with FORM B: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*

| | | |
|---|---|---|
| Name of Bidder: | Click or tap here to enter text. | |
| RFQ reference: | Click or tap here to enter text. | Date: Click or tap to enter a date. |

**Company Profile**

| Item Description | Detail |
|---|---|
| Legal name of bidder or Lead entity for JVs | Click or tap here to enter text. |
| Legal Address, City, Country | Click or tap here to enter text. |
| Website | Click or tap here to enter text. |
| Year of Registration | Click or tap here to enter text. |
| Legal structure | Choose an item. |
| Are you a UNGM registered vendor? | ☐ Yes ☐ No If yes, insert UNGM Vendor Number |
| Quality Assurance Certification (e.g. ISO 9000 or Equivalent) *(If yes, provide a Copy of the valid Certificate):* | ☐ Yes ☐ No |
| 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):* | ☐ Yes ☐ No |
| Does your Company have a written Statement of its Environmental Policy? *(If yes, provide a Copy)* | ☐ Yes ☐ No |
| 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 *(If yes, provide a Copy)* | ☐ Yes ☐ No |
| Is your company a member of the UN Global Compact | ☐ Yes ☐ No |

| | |
|---|---|
| Bank Information | Bank Name: Click or tap here to enter text.<br>Bank Address: Click or tap here to enter text.<br>IBAN: Click or tap here to enter text.<br>SWIFT/BIC: Click or tap here to enter text.<br>Account Currency: Click or tap here to enter text.<br>Bank Account Number: Click or tap here to enter text. |

| **Previous relevant experience: at last 1 contract** | | | | |
|---|---|---|---|---|
| **Name of previous contracts** | **Client & Reference Contact Details including e-mail** | **Contract Value** | **Period of activity** | **Types of activities undertaken** |
| | | | | |
| | | | | |
| | | | | |

**Bidder's Declaration**

| Yes | No | |
|---|---|---|
| ☐ | ☐ | **Requirements and Terms and Conditions:** I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them. |
| ☐ | ☐ | I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period. |
| ☐ | ☐ | **Ethics**: In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ ;has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer. |
| ☐ | ☐ | I/We confirm to undertake not to engage in proscribed practices, , 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 have read the United Nations Supplier Code of Conduct :https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. |
| ☐ | ☐ | **Conflict of interest:** I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact. |
| ☐ | ☐ | **Prohibitions, Sanctions:** I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract 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 and 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. |
| ☐ | ☐ | **Bankruptcy**: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future. |
| ☐ | ☐ | **Offer Validity Period:** I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity. |
| ☐ | ☐ | I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused. |
| ☐ | ☐ | By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf. |

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

## FORM B: TECHNICAL AND FINANCIAL OFFER

*Bidders are requested to complete this form, sign it and return it as part of their bid along with Annex 2 and Annex 3. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*

| | | |
|---|---|---|
| Name of Bidder: | Click or tap here to enter text. | |
| RFQ reference: | Click or tap here to enter text. | Date: Click or tap to enter a date. |

Please provide filled-in Annex 2 and Annex 3 in excel and PDF format (signed version).

**Compliance with Requirements**

| Criteria | Required Document | Yes | Reference |
|---|---|---|---|
| **OPTION 1:**<br><br>Medical devices, classified as B, C and D (according to GHTF classification principles ), authorised by one of the GHTF founding members (EU, USA, Japan, Canada, Australia)<br><br>**OPTION 2:**<br><br>Prequalified by World Health Organization.<br><br>**OPTION 3:**<br><br>Recommended by the WHO Expert Review Panel for the Global Fund (also known as WHO ERP). | 1) The Medical Device(s) must qualify for at least one of the following routes:<br><br>-Canada – Medical Device license, OR;<br><br>-European Union - EC Full Quality Assurance Certificate or EC Production Quality Assurance Certificate cate or EC Type-Examination Certificate (CE/ Conformité Européenne mark) or / Conformité Européenne 92/42 or CE/ Conformité Européenne 98/79, OR;<br><br>-Australia - TGA Production Quality Assurance Certificate or TGA Type-Examination Certificate or TGA Full Quality Assurance Certificate issued by Therauptic Goods Administration, OR;<br><br>-Japan – PMDA (Pharmaceuticals and Medical Devices Agency) approval or JMHLW (Japan Ministry of Health, Labour and Welfare) Minister's approval, OR;<br><br>-USA – PMA (pre-market approval) letter or BLA license (Biologics License Application) or 510k device letter issued by US Food and Drug Administration. | ☐ | |
| | 2) WHO valid pre-qualification evidence. | ☐ | |
| | 3) WHO Expert Review approval evidence of the Panel for the Global Fund (also known as Global Fund ERP) | ☐ | |

| Criteria | Required Document | Yes | Reference |
|---|---|---|---|
| Availability of **valid registration in Ukraine at the time of supply** (if, at the moment of the bid submission, the quoted medicinal products are not registered in Ukraine but comply with the quality requirements of this RFQ, a Commitment letter shall be provided) | Registration Certificate issued by the State Administration on Pharmaceutical Products and Drugs Control Service of Ukraine; OR<br><br>Declaration of Conformity with the requirements of technical regulations issued for the use in Ukraine (Resolution of the Cabinet of Ministers of Ukraine #753); OR<br><br>If no registration is available: a commitment letter from the manufacturer/supplier showing accountability in registering their products with the MoH before delivery (Annex 4). | ☐ | |
| For Sterile products only | ISO 11135 and ISO 11137 Certificates - Sterilization of health care products or GMP Certificate with the evidence of that as per Section 3 | ☐ | |
| For Procurement Agencies:<br>Authorization by the National Regulatory Authority (**NRA**) of the country of location (**license**). | License copy | ☐ | |
| For Procurement Agencies:<br>WHO (or equivalent: EU EMA, Swiss Medic, Health Canada GDP guidelines are considered as equivalent to the WHO ones) **Good Distribution Practices (GDP) Certificate**. | GDP Certificate | ☐ | |
| **Compliance with shelf life** (minimum of 75% of the total product shelf life remaining at the time of delivery). | Information on shelf life in the Section 3 cl. 5 | ☐ | |
| **Compliance with Packaging, Labeling, Instruction for Use requirements** | Information in the Section 3 cl. 6 | ☐ | |

| I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted. | |
|---|---|
| *Exact name and address of company*<br>Company NameClick or tap here to enter text.<br>Address: Click or tap here to enter text.<br>Click or tap here to enter text.<br>Phone No.:Click or tap here to enter text.<br>Email Address:Click or tap here to enter text. | Authorized Signature:<br>Date:Click or tap here to enter text.<br>Name:Click or tap here to enter text.<br>Functional Title of Authorised Signatory:Click or tap here to enter text.<br>Email Address: Click or tap here to enter text. |

**FORM C:**

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION[3]**

***(This Form must be submitted only using the Supplier's Official Letterhead/Stationery[4])***

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We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. - **RFQ No. 027-2022-UNDP-UKR**:

**ANNEX 2: Offer to Supply Goods Compliant with Technical Specifications and Requirements / Technical Information (Table 1)**

**ANNEX 3: Price Schedule Form (Table 2)**

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

_____

*[Name and Signature of the Supplier's Authorized Person]*

*[Designation]*

*[Date]*

[3] *This serves as a guide to the Supplier in preparing the quotation and price schedule.*

[4] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

**Annex 4**

**Commitment letter**

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

Insert: Location

Insert: Date

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

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods required for [*insert: title of goods and services required as per ITB*] in accordance with your RFQ dated *[Insert ITB Reference Number]***.**

We hereby commit to register the below listed products with Ukrainian registration authorities as the current legislation requires. As well we acknowledge acceptance of the requirement for undertaking a registration procedure or providing documents for the obtaining import permission in other countries.

Products:

1. _____
2. _____
3. ….

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

***[Stamp with official stamp of the Bidder]***

# Template of Contract for Goods

***Contract 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.***

| **Договір на надання Товарів між Програмою розвитку Організації Об'єднаних Націй та XXXXXXXXXX**<br>*Empowered lives. Resilient nations.* | **Contract for Goods Between the United Nations Development Programme and XXXXXXXXX**<br>*Empowered lives. Resilient nations.* |
|---|---|
| **1. Країна, у якій будуть постачатись Товари та/або надаватись Послуги**: Україна | 1. **Country Where Goods Will be Delivered and/or Services Will be Provided**: Ukraine |
| 2. **ПРООН** [ X ] Запит цін [] Запит пропозиції [] Запрошення на участь у конкурсі [ ] укладення прямих договорів<br>Номер та дата: xxx-2021-UNDP-UKR від xxxx | 2. **UNDP** [ X ] Request for Quotation [] Request for Proposal [] Invitation to Bid [ ] direct contracting<br>Number and Date: xxx-2021-UNDP-UKR dtd xxxx |
| 3. **Посилання на номер договору (напр., номер присудження договору):** | 3. **Contract Reference (e.g. Contract Award Number)**: |
| 4. **Довгострокова угода**: Ні | 4. **Long Term Agreement**: No |
| 5. **Предмет Договору**: [ ] товари [ X ] послуги [ ] товари *та* послуги | 5. **Subject Matter of the Contract**: [ ] goods [X] services [ ] goods *and* services |
| 6. **Тип Послуг:** | 6. **Type of Services:** |
| 7. **Дата початку Договору**: 31 жовтня 2021 / 8. **Дата завершення Договору**: 31 грудня 2021 | 7. **Contract Starting Date**: October 31st, 2021 / 8. **Contract Ending Date**: December 31st, 2021 |
| 9. **Загальна сума Договору є фіксованою та становить**: XXXX доларів США (XXXXXXXX гривень 00 копійок) ПДВ не передбачено.<br><br>9a. **Передплата**: не застосовується | 9. **The total amount of the Contract is fixed and is:** USD XXXXXX. (XXXXXXXXXX hryvnas, 00 kopeyks), without VAT<br><br>9a. **Advance Payment**: not applicable |
| 10. **Загальна вартість Товарів та/або Послуг:**<br>[ ] **менше 50 000 дол. США (лише Послуги)** – застосовуються Загальні умови ПРООН для базових (незначних) договорів<br>[ ] **менше 50 000 дол. США (Товари *або* Товари та Послуги)** – застосовуються Загальні умови ПРООН для договорів<br>[X ] **50 000 дол. США або більше (Товари *та/або* Послуги)** – застосовуються Загальні умови ПРООН для договорів | 10. **Total Value of Goods and/or Services**:<br>[ ] **below US$50,000 (Services only)** – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply<br>[ ] **below US$50,000 (Goods *or* Goods and Services)** – UNDP General Terms and Conditions for Contracts apply<br>[X] **equal to or above US$50,000 (Goods *and/or* Services)** – UNDP General Terms and Conditions for Contracts apply |
| 11. **Метод оплати:** [ X] тверда (фіксована) ціна [ ] відшкодування витрат | 11. **Payment Method:** [X] fixed price [ ] cost reimbursement |
| 12. **Назва(Ім'я) Підрядника**:<br>XXXXXXXXXXXXXXX<br>Юридична адреса:<br>XXXXXXXXXXXXXXXXX<br>Поштова адреса:<br>XXXXXXXXXXXXXXXXX<br>Тел.: XXXXXXXXXXXXX<br>Email: XXXXXXXXXXXX | 12. **Contractor's Name**:<br>XXXXXXXXXXXXXXX<br>Legal address:<br>XXXXXXXXXXXXXXXXX<br>Postal address<br>XXXXXXXXXXXXXXXXX<br>Tel.: XXXXXXXXXXXXXXXXX<br>Email: XXXXXXXXXXXXXXXXXXX |
| 13. **Ім'я контактної особи Підрядника**:<br>XXXXXXXXXXXXX<br>Посада: XXXXXXXXXXXX<br>Адреса:<br>Тел.:<br>Email: | 13. **Contractor's Contact Person's Name**:<br>XXXXXXXXXXXXXXX<br>Title: XXXXXXXXXXXXXXX<br>Address:<br>Tel.:<br>Email: |
| **14. Ім'я контактної особи ПРООН:**<br>По комерційним/контрактним питанням:<br>health.procurement.ua@undp.org<br>тел. +380 44 253 93 63, ext. 570<br>По питанням щодо логістики: health.logistics.ua@undp.org<br><br>Адреса: Програма розвитку ООН | 14. **UNDP Contact Person's Name**:<br>For commercial/contract issues:<br>health.procurement.ua@undp.org;<br>tel: +380 44 253 93 63, ext. 570<br>For logistics issues: health.logistics.ua@undp.org<br><br>Address: United Nations Development Programme |

| | |
|---|---|
| Кловський узвіз, 1, м. Київ, 01021, Україна<br>Тел.: (044) 253 93 63,<br>факс. (044) 253 26 07 | 1, Klovsky Uzviz, Kyiv, 01021, Ukraine<br>Telephone number: (044) 253 93 63,<br>факс. (044) 253 26 07 |
| 15. **Банківський рахунок Підрядника, на який будуть перераховуватись платежі:**<br>Отримувач: **XXXXXXXXXXXXXXX**<br><br>п/р XXXXXXXXXXXXXXX в<br>АТ КБ «Приватбанк»<br>МФО XXXXXX<br>ЄДРПОУ XXXXXXXXXXXXX<br>ІПНXXXXXXXXXXXXX | 15. **Contractor's Bank Account to which payments will be transferred**:<br>Company Name - **XXXXXXXXXXXXXXX**<br><br>Account number XXXXXXXXXX<br>in JSCB "Pryvatbank"<br>Bank code: XXXXXXX<br>EDRPOU XXXXXXXXXXXXX<br>ID Code XXXXXXXXXXXX |
| 16. Даний Договір складається з наступних документів, які, у разі виникнення конфлікту між ними, мають перевагу один перед одним у наступному порядку:<br>1. Дана лицьова сторінка («Лицьова сторінка»).<br>2. Загальні умови ПРООН для договорів – Додаток 1<br>3. Технічна специфікація (ТС) та інші умови - Додаток 2.<br>4. Тендерна заявка Постачальника від XX жовтня 20XX року. Документ не додається до цього Договору, але наявний у Сторін та відомий їм;<br>5. Тендерний документ xxx 2021 року із специфікацією. Документ не додається до цього Договору, але наявний у Сторін та відомий їм).<br><br>Даний Договір підписано з метою виконання Договору №№XXXX року між Програмою Розвитку Організації Об'єднаних Націй та Міністерством охорони здоров'я України для закупівель лікарських засобів національних програм у галузі охорони здоров'я на 2021 рік (бюджетна програма 2301400 «Забезпечення медичних заходів окремих державних програм та комплексних заходів програмного характеру», «XXXX»).<br>Медичні вироби закуповуються у відповідності до Постанови Кабінету Міністрів України № XXXX «Про затвердження переліку лікарських засобів та медичних виробів, які закуповуються на підставі угод (договорів) щодо закупівлі із спеціалізованими організаціями, які здійснюють публічні закупівлі за кошти 2021 Державного Бюджету».<br><br>Все вищезазначене, включене до цього документу за допомогою посилання, містить увесь обсяг домовленостей («Договір») між Сторонами, при цьому усі інші переговори та/або угоди, незалежно від того, виконані вони в усній або ж у письмовій формі, що відносяться до предмету даного Договору, втрачають силу.<br>Даний Договір вступає в силу з дня проставлення належним чином уповноваженими представниками Сторін останнього підпису на Лицьовій сторінці і припиняє свою дію в Дату завершення Договору, яка зазначена на Лицьовій сторінці. Внесення змін та/або доповнень до даного Договору можливе лише у разі оформлення належним чином уповноваженими представниками Сторін письмової угоди.<br>Цей Договір складений українською та англійською мовами в двох примірниках. У разі виникнення суперечностей пріоритет віддається версії англійською мовою.<br><br>**НА ПОСВІДЧЕННЯ ЧОГО,** нижчепідписані, належним чином уповноважені на це представники Сторін, підписали цей Договір від імені Сторін у місці та в день, що вказані нижче | 16. This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:<br>1. This face sheet ("Face Sheet").<br>2. UNDP General Terms and Conditions for Contracts – Annex 1<br>3. Techncial Specification (TS) and other requirements – Annex 2<br>4. Supplier's bid dated October XX, 20XX. Not attached herein but acknowledged and in possession by both parties. Not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.<br>5. Solicitation documents ref. xxx 2021 with specification. Not attached hereto but known to and in the possession of the Parties and forming an integral part of this Contract.<br><br>This Contract is signed with the purpose to fulfil the Agreement # Agreement # XXXX, between the United Nations Development Programme and the Ministry of Health of Ukraine,<br>for the procurement of medicines under national programs in health sector for 2021 (Budget Program 2301400 "Ensuring hospital measures of separate state programs and complex measures of programmable nature", "XXXX").<br>The medical products are procured according to the Decree of the Cabinet of Ministers # XXXX "On the list of medicines and medical products subject to be procured pursuant to the procurement agreement with specialized organizations, conducting public procurement for the 2021 State Funds"<br><br>All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.<br><br>This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.<br><br>The present Contract is made in Ukrainian and English languages in duplicate. In case of any differences priority is given to English version of the Contract.<br><br>**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below. |

| **Від імені Підрядника / For the Contractor** | | **Від імені ПРООН / For UNDP** | |
|---|---|---|---|
| Підпис / Signature: | | Підпис / Signature: | |
| Ім'я / Name: | **Пан XXXXXXXXX**<br>**/ Mr. XXXXXXXXXX** | Ім'я / Name: | **Пані Дафіна Герчева /**<br>**Ms. Dafina Gercheva** |

| | | | |
|---|---|---|---|
| Посада / Title: | **Президент / President** | Посада / Title: | **Постійна представниця ПРООН в Україні / UNDP Ukraine Resident Representative** |
| who acts in accordance with the Charter.<br>що діє на підставі Статуту | | що діє на підставі Угоди між ООН та Урядом України від 06.10.1992 року, та Угоди між Урядом України та ПРООН від 18.06.1993 року / who is acting in accordance with Host Agreement between the UN Organization and the Government of Ukraine dated 06.10.1992 and Agreement between the Government of Ukraine and UNDP dated 18.06.1993б | |
| EDRPOU/ЄДРПОУ XXXXXXXXXXXX, Account # XXXXXXXXXX at JSCB "Privat", Bank code: XXXXXXXXX<br>/ п/р XXXXXXXX в АТ КБ «Універсал Банк», МФО XXXXXXXXX | | EDRPOU/ЄДРПОУ: 000 000 000<br>Bank account/Банківський рахунок 3752174579; Swift: BOFAUS3N, ABA:111000012; Fed: 026009593;<br>Bank of America, 730 15th Street, N.W. 7th floor, Washington DC 10005, USA / Сполучені Штати Америки | |
| Дата / Date: | | Дата / Date: | |

# Returnable Bidding Forms / Checklist

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.**

**Technical Bid / Price Schedule:**

| **Have you duly completed all the Returnable Bidding Forms?** | |
|---|---|
| ▪ FORM A: QUOTATION SUBMISSION FORM | ☐ |
| ▪ FORM B: TECHNICAL AND FINANCIAL OFFER | ☐ |
| ▪ FORM C: FORM FOR SUBMITTING SUPPLIER'S QUOTATION | ☐ |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Form B?** | ☐ |
| ▪ Certificate of Authorization – Annex 1 (if bidder is not a manufacturer) | ☐ |
| ▪ Annex 2: Technical Form in Excel and PDF format (signed version) | ☐ |
| ▪ Annex 3: Price Schedule Form in Excel and PDF format (signed version) | ☐ |
| ▪ Commitment letter – Annex 4 (for non-registered products) | ☐ |