**INVITATION TO TENDER**

**FOR MEDICAL TEAMS INTERNATIONAL**

**SUDAN**

**Wednesday 27th December 2023**

**SUPPLY AND DELIVERY OF ASSORTED MEDICAL SUPPLIES**

**(****MEDICINES, MEDICAL SUPPLIES, LABORATORY SUPPLIES AND MEDICAL EQUIPMENT)**

|  |  |
| --- | --- |
| **Date:** | December 27th 2023 |
| **Invitation to Tender (ITT) Reference No:** | ***ITT-SUD-023-001*** |

Dear Sir/Madam,

Please submit 2 sets of your Bid latest by **Thursday 11th January 2024**

1. Bid reference number.
2. Company name
3. Physical address/Location
4. Company phone number
5. Company email

The Bid must include.

* **Technical proposal. (PDF format Only)**
* **Commercial Price proposal.** **(PDF & Excel format Only)**

**All bids should be duly submitted by deadline.**

**Bid submission:**

Institutions interested in provision of these Supplies and/or services are requested to submit two hard copies (each copy comprising of a Price and Technical proposal sealed in separate envelopes) and one editable soft copy (Flash Drive) of the price proposal. All bids should be duly registered in the submission log upon delivery.

**Medical Teams International**

**Al-Meydan District | House Number 231 | Gedaref Town | Sudan**

**boboke@medicalteams.org**

**Tel: +256 (0) 759 207 244 +256 (0) 774 123 427**

**Please note that** **late submissions will not be accepted.**

Yours sincerely,

**Brian Oboke**  **Logistics Manager**

# **PART 1 – INVITATION TO TENDER**

## **INTRODUCTION TO MEDICAL TEAMS INTERNATIONAL**

 As Medical Teams International we are daring to love like Jesus, we boldly break barriers to health and restore wholeness in a hurting world.

We love the Vulnerable and understand that in our broken world so many people are suffering, marginalized, and forgotten. Men, women, and children facing persecution and left without homes. They are hurting, sick and in crisis and God calls us to love the on them, to dare to love like Jesus. He uses us to provide people in crisis with protection and care.

We work to restore health as the first step to restoring hope. Because every person deserves the chance for a better life.

We deliver Life-saving Medical Care to People in Crisis. People in crisis are dying from preventable causes. Our staff and volunteers are working to change that by bringing basic but life-saving medical care. Going where we’re needed most, we ease the suffering of those devastated by crises. We mobilize staff and volunteers quickly – entering places of turmoil, disease, and natural disaster – to save lives and leave communities healthier.

For more information, visit our website: <https://www.medicalteams.org/>

## **PROJECT OVERVIEW AND REQUIREMENTS**

### **2.1 PROJECT OVERVIEW**

|  |  |
| --- | --- |
| **Item** | **Description** |
| **Country** | Sudan |
| **Description of Goods/Service** | LOT 1 - Assorted MedicinesLOT 2 - Medical suppliesLOT 3 - Laboratory supplies LOT 4 - Medical equipment  |
| **Agreement Type** | *One off Contract for:*LOT 1 - Assorted MedicinesLOT 2 - Medical suppliesLOT 3 - Laboratory supplies LOT 4 - Medical equipment |

## **AWARD CRITERA**

Medical Teams is committed to running a fair and transparent tender process and ensuring that all bidders are treated and assessed equally during this tender process.

Bidder responses will be evaluated against four categories of criteria: 1) Essential Criteria, 2) Quality Criteria, 3) Capability Criteria, and 4) Commercial Criteria.

These criteria have been especially created to help Medical Teams determine which bidder is able to offer the best quality and most commercially competitive solution to meet our needs and deliver the most effective programming to our beneficiaries.

### **3.1 ESSENTIAL CRITERIA**

These are criteria, which bidders **must** meet to be successful and progress to the next round of evaluation. If a bidder does not meet any of the Essential Criteria, they will be excluded from the tender process. This criterion is scored as Pass or Fail and will not be evaluated against capability, quality, and commercial criteria. (See Part 3 Section 2 - Essential Criteria)

### **3.2 QUALITY CRITERIA**

These are criteria will used to evaluate the bidders’ quality assurance system and experience in relation to the requirements of MTI. All bids which pass the Essential Criteria will be evaluated against the same pre-agreed Quality Criteria, which will have been created by a committee of representatives from MTI. (See Part 3 Section 3 - Quality Questions)

### **3.3 CAPABILITY CRITERIA**

These are criteria will used to evaluate the bidders’ ability, skill, and experience in relation to the requirements of MTI. All bids which pass the Essential Criteria will be evaluated against the same pre-agreed Capability Criteria, which will have been created by a committee of representatives from MTI. (See Part 3 Section 4 – Capability Questions)

### **3.4 COMMERCIAL CRITERIA**

These criteria will be used to evaluate the commercial competitiveness of a bid. All bids which pass the Essential criteria will be evaluated against the same pre-agreed Commercial Criteria, which have been created by a committee of representatives from MTI. (See Part 3 Section 5 – Commercial Questions)

All Quality, Capability and Commercial Criteria will be weighted accordingly to reflect their importance. The Quality Criteria will account for **41%,** the Capability Criteria will account for **32%,** the Commercial Criteria will account for **27%** of the score.

## **BIDDER RESPONSE DOCUMENT**

To ensure bidders provide all the required information for MTI to be able to effectively evaluate bidders’ bids against the Evaluation Criteria, a Bidder Response Document has been created. Bidders must complete the Bidder Response Document and provide various pieces of information as part of their submission. The Bidder shall submit the Price Schedule for Supplies, using the format. The Price Schedule shall include, as appropriate: (a) the item number; (b) a brief description of the Supplies to be supplied; (c) unit of measure and must not be altered in anyway but bidders may provide alternatives if the options conform with performance requirements prescribed in the Statement of Requirements and are within delivery schedules. Bidders who alter the unit of measure shall be disqualified.

## **SUPPLIER SITE VISIT**

Following the technical evaluation of the Award criteria as described in section 3 above, the MTI office will conduct a Supplier Site Visit to those suppliers that have passed the award criteria and have been selected as potential suppliers that MTI wishes to engage a long-term arrangement with.

The purpose of this site visit checklist is to a physical check to evaluate suppliers against internationally recognized Quality Assurance standards.

## **SUPPLIER SCREEING (VETTING)**

Prior to a bidder supplying any goods / services they must first be vetted and cleared to work with Medical Teams. This involves checking bidders and key personnel against Global Watch Lists, Enhanced Due Diligence Lists and Politically Exposed Persons Lists.

The vetting of bidders will be completed after the award decision has been made. If any information provided by the Bidder throughout the tender process is proved to be incorrect during the vetting process (or at any other point), MTI may reverse their award decision.

## **BIDDER INSTRUCTIONS**

### **7.1 TIMESCALES**

The below table indicates the key dates for this tender process. The issuing of this Invitation to Tender and Tender Pack represents the start of the tender process.

|  |  |
| --- | --- |
| **Activity** | **Date** |
| **Issue Invitation to Bid** | **Sunday 27th December 2023** |
| **Deadline For Submission of Bids** | **Thursday 11th January 2024** |
| **Technical & Commercial Evaluation of Bids** | **Thursday 18th January 2024** |
| **Due Diligence Visits** | **Saturday 20th January 2024** |
| **Final Negotiations and Contract Award** | **Sunday 21st January 2024** |

Please note that the above timings / dates are being shared for indicative purposes only and are subject to change. However, MTI commits to ensure Bidders are treated fairly, equally and have sufficient time made available to participate in this tender process.

### **7.2 DOCUMENTATION FOR SUBMISSION**

Bidders wishing to submit a proposal to this Invitation to Tender **must** use the Bidder Response Document template in [Part 3](#_PART_3_–) of this Tender Pack. Any bids received using different formats will not be accepted.

This document has been created specifically for this tender and allows Bidders to demonstrate their ability to deliver the required goods and / or services. The Bidder Response document is linked to the Essential, Capability and Commercial Criteria, which will be used to evaluate the quality of the bids received.

Within the Bidder Response Document instructions are provided on how to complete the document and specific guidance is provided on what information / supporting documentation is required.

The Bidder is expected to sign the statement in Section 3 of the Bidder Response Document to confirm that the bidder response is accurate and can be relied upon

### **7.3 SUBMISSION OF BIDS**

Responses will only be accepted in the requested format. **Any incomplete responses or responses not in the format of the provide templates may be treated as void**.

Bids can be submitted by hard copy as detailed below:

* Two hard copies of LOT submitted on headed paper.
	+ Bids to be submitted to:

**Medical Teams International**

**Al-Meydan District | House Number 231 | Gedaref Town | Sudan**

**boboke@medicalteams.org**

**Tel: +256 (0) 759 207 244** **+256 (0) 774 123 427**

* + Bids should be submitted in a single sealed envelope addressed to

**The Logistics Manager**

* + The envelope should clearly indicate the **LOT NUMBER** Invitation to tender reference.
	+ All documentation submitted should be done in their own clearly labelled envelopes (e.g. Bidder Response Document, Financial Accounts, Bill of Quantities etc.), which are submitted in one single envelope as detailed above.

### **7.4 CLOSING DATE FOR BID SUBMISSION**

Your bid must be received at the specific email address, no later than **2:00PM Thursday 11th** **January 2024.** Bids submitted after the close of the submission deadline will not be considered.

All Bids must remain valid and open for consideration for a period of not less than 90 days from the Closing Date.

### **7.5 KEY CONTACTS**

Should you have any questions about Medical Teams, this invitation to tender or anything related to this document, please contact the Medical Teams contact detailed below. Enquiries should be submitted in writing via email / mail.

 **Logistics and Procurement Department**

**Medical Teams International**

**Al-Meydan District | House Number 231 | Gedaref Town | Sudan**

**boboke@medicalteams.org**

**Tel: +256 (0) 759 207 244** **+256 (0) 774 123 427**

Please be advised local working hours are **8:00AM – 5:00PM (8:00 – 17:00 Hours)**.

Please allow up to **2 days** for a response. **Final Inquiries are due by Monday 4th January 2024.**

Where the enquiry may have an impact on other parties within the process, Medical Teams will notify all other Bidders to maintain a fair and transparent process.

# **PART 2 – CORE REQUIREMENTS & SPECIFICATIONS**

1. **INTRODUCTION TO MEDICAL SUPPLIES AT MEDICAL TEAMS**

When conflict broke out in northern Ethiopia in late 2020, Medical Teams knew the impact to people’s lives would be enormous. As thousands of courageous Ethiopians left home to seek safety in Sudan, we rushed to meet them with loving, life-saving medical care.

In 2021, alongside our trusted partner organization ZOA, we began caring for thousands of people seeking refuge at 3 camps in Sudan. After the outbreak of civil war in the spring of 2023, our work expanded to care for the millions of people leaving conflict-affected areas. In many parts of Sudan, people are dying from limited access to food and medical care. They need our support now more than ever.

We work together with the talented and determined people we serve in Sudan to make health care more accessible in their communities.

That means that children receive emergency nutrition when they need it. Expecting mothers can get prenatal care and have birth attendants help them deliver their babies safely. Our community health workers reach out to their neighbours, doing everything from holding education sessions on health topics to directing people to care. Our mobile medical teams rush to meet people affected by disaster and conflict.

As we work together with the people we serve in Sudan, we are reminded of the transformative power of health care. It’s the first step toward the restoration of hope.

1. **SPECIFIC REQUIREMENTS**

Medical Teams International is seeking suppliers for a variety of medicines, medical supplies, and medical equipment.

Medical Teams aims to procure healthcare commodities that meet international standards for quality, obtained from suppliers that can assure the quality of their products in line with WHO’s Good Manufacturing Practices (GMP) and Model Quality Assurance System for Procurement Agencies (MQAS), and that are in line with the National Essential Drug List (NEDL) in Sudan.

1. **PRODUCT REQUIREMENTS AND SPECIFICATIONS**

See Annex A – Product list and detailed required information.

|  |  |  |
| --- | --- | --- |
| CATEGORY | MINIMUM INFORMATION TO BE PROVIDED | OPTIONAL INFORMATION TO BE PROVIDED |
| Human Supplies | * Availability
* Product Name
* Pack Sizes
* Unit of Measure
* Unit price
* Shelf Life
* Quality Certificates
 | * Alternative Product
* Minimum Order Quantities
* Held in Stock
* Approx. lead times
 |
|  |  |  |

1. **ADDITIONAL INFORMATION**

Below are Medical Teams ’s specific quality assurance requirements for procurement agencies, distributors, and wholesalers; for manufacturers of drugs; for finished pharmaceutical products; for medical devices; and for vaccines.

**4.1 Specific requirements for Finished Pharmaceutical Products:**

• must be manufactured in line with the WHO international standards of Good Manufacturing Practices

• must be manufactured to conform to WHO International Pharmacopeia standards, European Pharmacopoeia standards (EP), British Pharmacopoeia standards (BP) or the United States Pharmacopeia Convention (USP), or equivalent

• must be batch tested and certified for quality and conformity to their specifications

• should be authorised by the National Drug Regulatory Authority of the country of destination for orders placed

• At all times must be stored or transported at the required temperature-controlled conditions in accordance with the manufacturers instruction as indicated on the packing

• must have a remaining shelf life of at least 2 years, or for products with a shelf life of less than two years at time of manufacture, at least 75% of the life must be remaining

• must be packaged and labelled as follows:

Labelling: All drugs should be labelled with the following information in English or Arabic as requested:

­ International non-proprietary name of the active ingredient
­ Dosage form (tablet, ampoule, vial, etc) and way of administration
­ Quantity of active ingredients in the dosage form
­ Batch number
­ Expiry date
­ Specific storage conditions
­ Name and address of manufacturer
­ Number of units per packing

All primary packaging (blisters, flasks, tubes, ampoules, vials) should be labelled with at least the following information:

­ International non-proprietary name of the active ingredients
­ Quantity of active ingredients
­ Batch number
­ Expiry date
­ Name of the manufacturer
­ Dosage form (tablet, ampoule, vial, etc) and way of administration

All sterilised medical material should be labelled with:

­ Identification of the product
­ Batch number and date of sterilisation
­ Expiry date
­ Name of the manufacturer

Directions for use and precautions must be given in leaflets (package inserts). They are not an alternative to labelling but provide supplementary information. The leaflet should contain:

­ International non-proprietary name of the active ingredient and excipients
­ Dosage form (tablet, ampoule, vial, etc) and way of administration
­ Quantity of active ingredients in the dosage form
­ Pharmacological therapeutic family
­ Therapeutical indications, instructions of use and standard policies
­ Side effects, incompatibilities, contraindications, and use of precautions
­ Pharmaceutical interactions
­ Specific storage conditions
­ Name of manufacturer

Products requiring reconstitution before use, e.g. powder for injection or vaccines, should have relevant instructions on the label, specifying that only the diluent supplied by the manufacturer should be used and the volume and nature of the diluent to be added to reconstitute the vaccine.

Packaging: The goods should be properly packed, to the following standards, and labelled as above:

­ Tablets and capsules should be packed in sealed, waterproof containers
­ Liquids should be packed in unbreakable, leak-proof bottles and containers
­ Ampoules should be packed in plastic or in carton trays (5 to 10) and all trays packed in outer cartons. Preferably, ampoules should be one-ended and auto-breakable
­ Light-sensitive products (e.g. ergometrine) should be packed in brown glass ampoules.

Outer cartons should:

­ be of strong, export-quality material to withstand rough handling and climate conditions during transport and storage
­ only contain products with the same expiry date and batch numbers, this should be printed on the carton as well as on the immediate containers.

# **PART 3 – BIDDER RESPONSE DOCUMENT**

1. **INTRODUCTION**

This Schedule is to be used by Bidders wishing to submit a response to this Tender Process. The Bidder Response is split into the 5 sections detailed below (including hyperlinks), all of which correspond to the Evaluation Criteria referenced in the Invitation to Tender.

* [Section 1 - Key information](#_SECTION_1_–)
* [Section 2 – Essential Criteria](#_SECTION_2:_ESSENTIAL)
* Section 3 – Quality Criteria
* [Section 4 – Capability Questions](#_SECTION_3_–)
* [Section 5 – Commercial Questions](#_SECTION_4_–)
	+ Annex A – Product List Specifications
* [Section 7 – Bidder Submission Checklist](#_SECTION_5_–)
* [Schedule 1 – Terms & Conditions of Bidding](#_SCHEDULE_1_–)

At the end of the Bidder Response Document is a checklist. This should be completed by the Bidder prior to submitting their response to ensure all the relevant information and supporting documents have been included in the response.

**The Bidder is required to sign a copy of the Check list as part of their submission**.

1. **INSTRUCTIONS**

Where a response is required from a Bidder instructions and commentary is provided to illustrate what Medical Teams expects and requires. The guidance provided details the **MINIMUM** requirements expected by Medical Teams. If a Bidder wishes to add further information which it believes is relevant, this is acceptable, but the additional information should be limited to only items which are relevant to the tender.

* For the avoidance of doubt, bidders are required to complete all items within the Bidder Response Document unless clear instruction is provided otherwise.
* If a Bidder does not complete the entire Bidder Response document, their submission may be declared void.
* If a Bidder is unable to complete any element of the Bidder Response Document, they should contact Medical Teams through the using the contact details provided for guidance.

By submitting a response, the bidder confirms that all information provided can be relied upon for validity and accuracy.

## **SECTION 1 – KEY INFORMATION**

***Instructions – Bidders are required to complete all sections of the below table.***

|  |
| --- |
| **KEY INFORMATION** |
| **Organisation Name** |  |
| **Please provide details of the primary products/services supplied by your organisation** |  |
| **Please explain your experience of providing the goods or services requested in this tender document.**  |  |
| **Website address** |  |
| **Address**  | **Main Address** | **Registered Address****(if different)** | **Address for Payments****(if different)** |
|  |  |  |
| **Company Registration Number** |  | **Tax Number** |  |
| **Year of Registration** |  | **Country of Registration**  |  |
| **Type of Business****(e.g. Manufacturer, Distributor, Contractor)**  |  | **Primary Country of Operation** |  |
| **Total Annual Revenue***(Please state the currency)* | **2022** | **2021** | **2020** |
|  |  |  |
| **Annual Revenue****(From goods and services requested in this tender)**  |  |  |  |
| **Have you supplied goods or services to Medical Teams previously? If so, please provide a summary.** |  |
|  |
| **KEY CONTACT DETAILS**  |
|  | **Primary Contact** | **Secondary Contact** | **Emergency Contact** |
| **Name** |  |  |  |
| **Job Title** |  |  |  |
| **Phone / Mobile** |  |  |  |
| **Email** |  |  |  |
| **Address** |  |  |  |
|  |
| **OTHER KEY INFORMATION** |
| **Provide details of what insurance cover you have and what the maximum value is** |  |
|  |
| **KEY ROLES & PERSONNEL** |
| **Which employees will be responsible for providing goods and services to MTI? Please list names, and job titles and contact details (e.g. account managers).**  | **Job Title** | **Role** | **E-mail Address** |
|  |  |  |

## **SECTION 2 - ESSENTIAL CRITERIA**

***Instructions – Bidders are required to complete all sections of the below table.***

|  |  |  |
| --- | --- | --- |
| ***Item*** | **Question (Pass/Fail)** | **Bidder Response** |
| ***2.1*** | Bidder accepts Medical Teams ’s ‘Terms and Conditions of Purchase’ included within Appendix 1 of the ITT, and that any work awarded from this tender process will be completed under the attached ‘Terms and Conditions of Purchase’. | **Yes / No** | **Comments / Attachments** |
|  |  |
| ***2.2*** | The Bidder and its staff (and any sub-contractors used) agree to comply with Medical Teams and the Inter-Agency Procurement Group (IAPG) policies and code of conducts listed below, throughout this tender process and during the term of any contract awarded.1. Supplier Code of Conduct
2. Conditions of Tendering
 | **Yes / No** | **Comments** |
|  |  |
| ***2.3*** | The bidder must not be a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the US or EU. | **Yes / No** | **Comments** |
|  |  |
| ***2.4*** | The Bidder confirms it is fully qualified, licenses and registered to trade with Medical Teams (including compliance with all relevant local Country legislation).This includes the Bidder submitting the following requirements (where applicable):* Legitimate business address
* Tax registration number (TIN) & certificate
* Business registration certificate
* Trading license (issue by Ministry of Commerce)
 | **Yes / No** | **Comments** |
|  |  |
| **Requirement** | **Bidder Response / Attachments** |
| *Legitimate Business Address* |  |
| *Tax Registration Number & Certificate* |  |
| *Business Registration Certificate* |  |
| *Trading License* |  |
| ***2.5*** | The Bidder confirms that it has a licence, issued by the Sudanese National Council for Drugs and Poisons, operating licence a copy of certificate of suitability of premises a copy of certificate of good manufacturing practice (for manufactures) Agency letter for Drugs/Product | **Yes / No** | **Comments / Attachments** |
|  |  |
| ***2.6*** | The bidders confirm Annual value (turnover) of business undertaken in the last two years. Please attach certified copies of the company’s audited books of accounts | **Yes / No** | **Comments / Attachments** |
|  |  |
| ***2.7*** | The Bidder confirms that it can identify and share the source manufacturer and manufacturing site of each pharmaceutical and other medical commodities it is bidding for.\*Bidder must submit a list of sources with the name of manufacture and the manufacturing site | **Yes / No** | **Comments / Attachments** |
|  |  |
| ***2.8*** | Documentary evidence of having supplied under a single order items worth SDG 8, 000,000 (attach LPOs and Contract agreements). | **Yes / No** | **Comments / Attachments** |
|  |  |
| ***2.9*** | Bidder provides documentary evidence of having supplied similar items in the last two years to at least 3 reputable organisations. | **Yes / No** | **Comments / Attachments** |
|  |  |
| ***3.0*** | The Bidder confirms that it has, and can share, a temperature control management procedure for cold chain material (if applicable)\*Bidder must submit the soft copy of the procedures | **Yes / No** | **Comments / Attachments** |
|  |  |

## **SECTION 3 – QUALITY CRITERIA**

***Instructions – Bidders are required to complete all sections of the below table.***

|  |  |  |
| --- | --- | --- |
| ***Item*** | **Question (35 Marks)** | **Bidder Response** |
| ***3.1*** | The bidder explains the criteria of selection of sources (pharmacopeia standards of the products, manufacturers for GMP compliance (WHO prequalified, audited and/or approved by large donor like Global Fund, audited by Quamed (or any WHO recognized agency), audited by Stringent Regulatory Authority \*For non-pharmaceuticals, ISO certifications, prequalification by WHO (and other requirements specified in the point 4.2) | **Bidder Response** |
|  |
| ***3.2*** | The Bidder confirms if the company’s compliance with WHO GDP and MQAS standards been verified by an independent external auditor (such as USAID/OFDA/ECHO/QUAMED) within the last 2 years? | **Bidder Response** |
|  |
| ***3.3*** | The Bidder confirms that it has a Quality complaint procedure. Describe briefly.  | **Bidder Response** |
|  |
| ***3.4*** | The Bidder has and can share evidence of a mature Quality Management Function  | **Document** | **Yes / No** |
| An organisational chart showing your Quality Management function |  |
| Job Profile and years of experience of the Quality Assurance (QA) Manager |  |
| Job Profile and years of experience of the Company Pharmacist |  |
| **3.5** | The bidder confirms that it has a recall procedure in place for pharmaceuticals and share the document. |  |  |
| **3.6** | The Bidder confirms that has, and can share, a temperature control management procedure for ambient goods (temp range 15 - 25/30 ºC) (if applicable) |  |  |

## **SECTION 4 – CAPABILITY QUESTIONS**

***Instructions – Bidders are required to complete all sections of the below table.***

|  |  |  |
| --- | --- | --- |
| ***Item*** | **Question** | **Bidder Response** |
| ***4.1*** | **REFERENCES**Bidder shares at least two (2) names of International NGO’s or UN actors that your organisation has supplied to within the last 6 to 12 months. Examples provided must be for similar projects to that in which Medical Teams operates, and within the last two (2) years.*(Note – the Bidder must ensure that for any client references shared, the nominated client is happy to be contacted / visit by Medical Teams)* | **Client Name** | **Contact Details (Name & Email)** | **Project Description** |
| 1) |  |  |
| 2) |  |  |
| 3) |  |  |
| ***4.2*** | The Bidder indicates which product type(s) it is bidding for | **Product Category** | **Yes/No** |
| Human Medicines |  |
|  |  |
| ***4.3*** | Bidders indicate approximate time (in days) it takes for the following processes. | **Process** | **Nr of days** |
| Time to respond to quotation requests |  |
| Time from PO received to Good Ready for Dispatch – for goods in stock |  |
| Time from PO received to Good Ready for Dispatch – for goods not in stock |  |
|  |  |
| ***4.4*** | The Bidder indicates if it keeps essential medical commodities in stock and describes their stock policy (how does the Bidder ensure stock availability for Medical Teams if it were awarded a contract?) | **Bidder Response** |
|  |
| ***4.5*** | Is the Bidder able to provide in-country temperature-controlled transportation services suitable for pharmaceuticals and other temperature sensitive medical commodities? If yes, please describe to which regions. | **Bidder Response** |
|  |
|  |

**SECTION 5 – COMMERCIAL QUESTIONS**

The Bidder should use Excel file Annex A - Product List Specifications to complete this Section.

Technical responsiveness shall be evaluated based on whether the Statement of Requirements details the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| **Medical Teams Standard product description** | **Quantity** | **able to provide? Yes/No** | **Standard Pack Size (units per pack)** | **Unit Price****SDG** | **Manufacturer names** |
|  |   |  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Stock holding** | **Documentation available upon request (Y/N)** |   |
|  | **Held as stock? Y/N** | **Maximum Lead Time (from purchase order to despatch) for items held in stock <days>** | **Maximum Lead Time (from purchase order to despatch) for items not held in stock <days>** | **Certificate of Analysis (CoA)** | **Certificate of Country of Origin (COO)** | **Certificate of Pharmaceutical Product (CoPP)** | **Comments** |
| Refer to list below |   |   |   |   |   |   |   |

## **ECTION 7 – BIDDER SUBMISSION CHECKLIST**

|  |
| --- |
| **We, the Bidder, hereby confirm we have completed all sections of the Bidder Response Document:** |
| **No** | **Section** | **Please Tick** |
| 1. | Section 1 – Key Information |  |
| 2. | Section 2 – Essential Criteria |  |
| 3. | Section 3 – Quality Questions |  |
| 4. | Section 4 – Capability Questions |  |
| 5. | Section 5 – Commercial Questions  |  |
|  |
| **We, the Bidder, confirm we have uploaded all the required information and supporting evidence:** |
| **Section** | **Required Document / Evidence** | **Please Tick** |
| **Essential Criteria Evidence** | Proof of legitimate business address |  |
| Copy of tax registration number & certificate |  |
| Copy of business registration certificate |  |
| Copy of registration with SNCDP |  |
| GDP and/or GMP Certificate |  |
| Copy of the list of manufacturer and manufacturing site |  |
| Copy of Cold Chain management procedure |  |
|  |  |
| **Quality Criteria Evidence** | Completed Bidder Response Document |  |
| Evidence of quality approval from either USDA/OFDA/ECHO/Quamed |  |
| An organisational chart showing your Quality Management function |  |
| Job Profile of the Quality Assurance (QA) Manager |  |
| Job Profile of the Company Pharmacist |  |
| Copy of the Quality Complaint Procedure |  |
| Copy of the Recall Procedure |  |
| **Capability Criteria Evidence** | Completed Bidder Response Document |  |
| Annex A – Product List Specifications |  |
| **Commercial Criteria Evidence** |  |  |
| Annex A – Product List Specifications |  |
|  |  |
|  |  |
| **We, the Bidder, hereby confirm we compliance with the following policies and requirements:** |
| **Policy** | **Signature** |
| Conditions of Tendering |  |
| Terms & Conditions of Purchase |  |
| Supplier Code of Conduct |  |

We confirm that Medical Teams may in its consideration of our offer, and subsequently, rely on the statements made herein.

|  |  |  |
| --- | --- | --- |
| **Signature** |  | Stamp |
| **Name** |  |
| **Job Title** |  |
| **Date** |  |

## **SCHEDULE 1 – TERMS & CONDITIONS OF BIDDING**

**Definitions**

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

 (a) **Award Criteria** - the award criteria set out in the Invitation to Tender.

(b) **Potential supplier** - a person or organisation who bids for the tender.

(c) **Conditions** - the conditions set out in this 'Conditions of Tendering 'document.

 (d) **Cover Letter** - the cover letter attached to the Tender Information Pack.

 (e) **Goods and/or Services** - everything purchased by MTI under the contract.

 (f) **Invitation to Tender** - the Tender Information, these Conditions, MTI’s Terms and Conditions of Purchase, MTI's Supplier Code of Conduct.

(g) **MTI** - Medical Teams International), a charitable company limited by guarantee registered in USA whose registered office is at 14150 SW Milton Court Tigard, OR 97224

 (h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by MTI to the Supplier, or specifically produced by the Supplier for MTI, in connection with the tender.

 (i) **Supplier** - the party which provides Goods and/or Services to MTI.

1. **The Contract**

The contract awarded shall be for the supply of goods and/or services, subject to MTI’s Terms and Conditions of Purchase (attached to these Conditions). MTI reserves the right to undertake a formal review of the contract.

1. **Late tenders**

Tenders received after the Closing Date will not be considered, unless there are in MTI’s sole discretion exceptional circumstances which have caused the delay.

1. **Correspondence**

All communications from Potential suppliers to MTI relating to the tender must be in writing and addressed to the person identified in this Invitation to Tender. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Where appropriate responses to questions submitted by any Potential supplier will be circulated by MTI to all Potential supplier s to ensure fairness in the process.

1. **Acceptance of tenders**

MTI may, unless the Potential supplier expressly stipulates to the contrary in the tender, accept whatever part of a tender that MTI so wishes. MTI is under no obligation to accept the lowest or any tender.

1. **Alternative offer**

If the Potential supplier wishes to propose modifications to the tender (which may provide a better way to achieve MTI’s Specification) these may, at MTI's discretion, be considered as an Alternative Offer. The Potential supplier must make any Alternative Offer in a separate letter to accompany the Tender. MTI is under no obligation to accept Alternative Offers.

1. **Prices**

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable). Prices must be clearly identified as price per unit of measure.

1. **No reimbursement of tender expenses**

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

1. **Non-Disclosure and Confidentiality**

Potential suppliers must treat the Invitation to Tender, contract, and all associated documentation (including the Specification) and any other information relating to MTI’s employees, servants, officers, partners or its business or affairs (the "**Confidential Information**”) as confidential. All Potential suppliers shall:

* recognise the confidential nature of the Confidential Information.
* respect the confidence placed in the Potential supplier by MTI by maintaining the secrecy of the Confidential Information.
* not employ any part of the Confidential Information without MTI's prior written consent, for any purpose except that of tendering for business from MTI.
* not disclose the Confidential Information to third parties without MTI's prior written consent.
* not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to MTI.
* use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties.
* notify MTI immediately of any breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.
1. **Award Procedure**

MTI’s Tender Committee will review the Potential suppliers and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

1. **Information and Record Keeping**

MTI shall consider any reasonable request from any unsuccessful Potential supplier for feedback on its bid and, where it is appropriate and proportionate to do so, provide the unsuccessful Potential supplier with reasons why the bid was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which MTI receives the request.

1. **Exclusion Criteria**

Any Potential supplier is required to confirm in writing that:

* Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national  legislation or regulations;
* Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international.
* Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Potential supplier operates.

Any Potential supplier will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

1. **Conflict of Interest / Non-Collusion**

Any Potential supplier is required to confirm in writing:

* That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of MTI which may affect the outcome of the selection process. If there are such connections the Potential supplier is required to disclose them.
* Whether or not there are any existing contacts between MTI, and any other Medical Teams entity, and it and if there are any arrangements which have been put in place over the last twenty-four (24) months.
* That it has not communicated to anyone other than MTI the amount or approximate amount of the tender.
* That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.
1. **Assignment and novation**

All Potential suppliers are required to confirm that they will if required be willing to enter a contract on similar terms with either MTI or any other Medical Teams entity if so required.

# **PART 4 - APPENDICES**

**Appendix 1** - Terms & Conditions of Purchase

**Appendix 2** – Supplier Code of Conduct

## **APPENDIX 1**

## **TERMS & CONDITIONS OF PURCHASE ORDER**

The Purchase shall be based on the following Conditions.

**1.** **ACKNOWLEDGEMENT COPY**

Acceptance of a Purchase Order shall form a binding contract with the Vendor signing and returning the acknowledgement copy or by the timely delivery of the goods specified. The contract between the parties is subject only to the terms and conditions detailed here below. Any contractual terms and conditions of the contractor, whether included in the offer, invoices or any other document, are hereby excluded. In the event this purchase order contains any provisions, which are contrary to the provisions of the contractor's offer, the provisions of this purchase order shall take precedence.

**2**. **DELIVERY DATE**

Delivery Date to be understood as the time the goods must be available at the location indicated under Delivery Terms.

**3. PAYMENT TERMS**

(a) Medical Teams international further referred to as MTI shall, on fulfilment of the Delivery Terms, unless otherwise specified in the Purchase Order, make payment within 30 days of receipt of the Vendor's invoice for the goods and copies of the customary Shipping documents specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) Unless authorized by MTI, a separate invoice must be submitted in respect of each Purchase Order. Each invoice shall indicate the identification number of the corresponding Purchase Order.

(d) The prices shown in the Purchase Order may not be increased except by express written agreement of MTI.

(e) Inspection prior to shipment does not relieve the Vendor from his contractual obligations.

(f) MTI shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase order; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods.

**4. RISK OF LOSS**

Risk of loss, injury or destruction to the goods shall be borne by the Vendor until physical delivery of the goods has been completed in accordance with the Purchase Order.

**5. FITNESS OF GOODS/PACKING**

Vendor warrants that the goods, including adequate packaging, conform to the specifications and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Vendor by MTI, and are free from defects in workmanship and materials. The Vendor also warrants that the goods are contained or packaged adequately to protect the goods.

**6. WARRANTY CLAUSE**

The Vendor warrants that the use or supply by MTI of the goods offered for sale under the Purchase Order do not infringe any patent, tradename, or trademark. In addition, the Vendor shall pursuant to this warranty indemnify, defend and hold harmless MTI and the Partners from any actions or claims brought against MTI and the Partners pertaining to the alleged infringement of a patent, design, tradename or trademark arising from the Purchase Order.

**7. FORCE MAJEURE**

Neither party to the contract shall be held responsible for delay in the fulfilment thereof due to force majeure, strikes, lock-out, war, civil unrest, or other factors outside its control.

**8. RIGHTS OF MTI**

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

(a) Procure all or part of the goods from other sources, in which event MTI may hold the Vendor responsible for any excess cost occasioned thereby.

(b) Refuse to accept delivery of all or part of the goods.

(c) Terminate the Purchase Order.

**9. INDEMNIFICATION**

The Vendor shall indemnify and save harmless MTI and the Partners who receive the items referred to herein from and against all claims, damages, losses, costs and expenses arising out of any injury, sickness or death to persons or any loss of or damage to property, caused by the fault or negligence of the Vendor. MTI shall promptly give notice to the Vendor of any claims, damages, losses, costs and expenses and shall cooperate in a reasonable manner with the Vendor.

**10. ASSIGNMENT AND INSOLVENCY**

(a) The Vendor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Vendor's rights, claims or obligations under this Contract except with the prior written consent of the MTI.

(b) Should the Vendor be adjudged bankrupt, or be liquidated or become insolvent, or should the Vendor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Vendor, the MTI may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Vendor shall immediately inform the MTI of the occurrence of any of the above events.

**11. ARBITRATION**

Any matter relating to the interpretation or application of this Purchase Order which is not covered by its terms shall be resolved by reference to Courts of Sudan. Any dispute relating to the interpretation or application of this Purchase Order shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement. The parties shall accept the arbitral award as final.

## **APPENDIX 2**

**Supplier Code of Conduct and Conflict of Interest Policies**

Medical Teams and the Supplier agree to follow the below policies for all activities involved in their work together and regarding all stakeholders affected directly or indirectly by this work.

**Section 1 Conflict of Interest**

A conflict of interest is when one Party, or their friend or relative, will benefit personally from decisions or actions made during business. All actual or potential conflicts of interest must be disclosed to the other Party as soon as possible. Failure to do so may result in penalties or cancelling of current and future work together. Managers from Medical Teams and the Supplier must work together to find solutions for addressing any actual or potential conflicts of interest that arise.

**Section 2 Ethical Conduct**

Both parties agree to observe the highest standards of ethical conduct when dealing with its personnel, suppliers, customers, and other relevant stakeholders. Both parties shall accurately record and disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws as well as prevailing industry business practices.

Both parties agree to implement and maintain processes to address the confidentiality and protection of an employee who in good faith raises a concern, makes a report, or assists with an investigation related to potential ethical or criminal violations.

**Section 3 Anti-Corruption**

The Parties to agree that they will not participate in any corrupt conduct, including, without limitation, any bribery, extortion, fraud, cartels, abuse of power, embezzlement, money-laundering and other similar activities. Any gifts given to staff of the other Party must be made known to Party Management, and the Management may choose to disallow the gift on principles of integrity and anti-corruption.

If a Party discovers evidence of corruption in the activities conducted together or that impacts the other party, they will inform the other Party in a timely manner. A Party may be required to address actual or perceived corruption within a reasonable period or risk the suspension of current or future work together, including the potential cancellation of current contracts (as identified in each contract). Each Party is expected to have adequate measures in place to prevent corruption in their organization and to promote a culture of integrity.

**Section 4 Anti-Terrorism**

It is MTI’s policy to comply with the laws and regulations of the United States Government, the European Union and the United Nations concerning the ineligibility of vendors, contractors and suppliers for reasons of fraud, corruption or terrorist activity. These laws and regulations prohibit MTI from doing business with or providing support to any persons or entities that have been found to be engaged in or provide support for any such activities. The Service Provider agrees to abide by this policy.

Both Parties will exercise due diligence to ensure that no resources will be used to support or facilitate terrorist activity in compliance with all **applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order 13224.** If any concerns are raised that programs or activities have supported or facilitated terrorism, they shall be immediately and thoroughly investigated and fully reported to all Parties.  If either party determines that the funding, programs and/or activities of the other party have directly or indirectly, purposely or inadvertently, been used to support or facilitate terrorist activity, the other party may terminate any contracts immediately with written notice.

**Section 5 Harassment**

Both Parties agree to forbid all cases of physical, sexual or psychological harassment in their workplaces. Reported incidents must be taken seriously, investigated thoroughly and reported to authorities as required by law.

**Section 6 Child Protection**

No persons under the age of 18 will be allowed to work or volunteer for any labour required for Medical Teams activities. Both parties agree to conduct their work in a way that avoids any physical or emotional mistreatment, sexual abuse, neglect, or exploitation of children.

**Section 7 Environmental Protection**

Both Parties agree to follow required environmental laws and to conduct their work in a way that causes as little harm as possible to the environment and avoids unnecessary waste of resources.

**Section 8 Information Protection**

All confidential information shared or collected during or after the Parties work together must be treated with diligent care and protection. Information involving the other Party or joint activities must never be shared with prior written authorization from the other Party.

**Section 9 Dispute Resolution**

Both Parties agree to use their best, honest efforts to cooperatively resolve any disputes and problems that arise in connection with their work together. Both Parties will make an effort to continue their responsibilities without delay or loss of quality while attempting to resolve any disputes.

Disputes which remain unresolved after thirty (30) days will be referred to a mediator selected by the American Arbitration Association (<https://www.adr.org>). If the mediation is unsuccessful, the Parties agree that the dispute shall be resolved by a single

arbitrator appointed by the mediator in accordance with the Rules of the American Arbitration Association. All costs of arbitration will be shared equally by the Parties. The Parties agree that any decision by the arbiter will be binding and may be entered as a final judgment in any court of competent jurisdiction.

“I acknowledge that, on behalf of myself and the organization stated below, I have read and understood the above policies and agree to fully abide by them regarding all dealings with Medical Teams staff and operations. I am authorized to represent the organization in these regards.”

**Full Name**:

*Company*

*Seal/Stamp*

**Title**:

**Company Legal Name**:

**Signature**:

**Date**:

Any concerns should be communicated to the local Medical Teams office or to headquarters: **info@medicalteams.org**or(503) 624-1000 or toll-free at (800) 959-4325. Concerns can also