

## **TENDER DOSSIER**

Our ref.: AMREF/SSD/11/08/2023/004

### **Local Open Tender for supply and delivery of Medicines and Medical Consumables – M(H)IND Project [AID 012590/07/0]**

The complete tender dossier of this Local Open Tender includes:

- A. Instructions to tenderers
- B. Contract notice
- C. Draft Contract, annexes and special conditions:
  - Draft Contract
  - Special conditions
  - Annex II + III: technical specifications + technical offer
  - Annex IV: budget breakdown (model financial offer)
- D. Further information
  - Administrative compliance grid
  - Evaluation grid
- E. Tender form for a supply contract and Declaration of honour on exclusion and selection criteria

## A. INSTRUCTIONS TO TENDERERS

### PUBLICATION REF.: AMREF/SSD/11/08/2023/004

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the practical guide (available on the internet at: <https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG>).

### 1. Supplies to be provided

1.1 The subject of the contract is the supply and delivery of the following:

Medicines and Medical Consumables (DDP).

1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

1.3 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

### 2. Timetable

	DATE	TIME
<b>Deadline for requesting clarifications from the contracting authority</b>	20 calendar days before deadline for tenders indicated in the contract notice.	23.59 PM CAT
<b>Last date on which clarifications are issued by the contracting authority</b>	15 calendar days before deadline for submission of tenders indicated in the Contract notice.	23.59 PM CAT
<b>Deadline for submission of tenders</b>	As indicated in the Contract notice	-
<b>Tender opening session</b>	Immediately after the elapsing of the deadline for submission of the tenders.	-

<b>Notification of award to the successful tenderer</b>	At most 60 calendar days after deadline for submission of tenders	23.59 PM CAT
<b>Signature of the contract</b>	At most 90 calendar days after deadline for submission of tenders	23.59 PM CAT

### 3. Participation

3.1. The eligibility requirements detailed in the Contract Notice, apply to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these conditions.

3.2. Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide (PRAG). Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the practical guide tenderers may also be excluded from EU financed procedures and be subject to financial penalties up to 10% of the total value of the contract in accordance with the Financial Regulation in force. Tenderers must provide declarations on honour<sup>1</sup> that they are not in any of these exclusion situations. Such declarations must also be submitted by all the members of a joint venture/consortium, by any sub-contractor and by any capacity providing entities. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors and/or capacity providing entities are not in a situation that excludes them.

3.3. To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

3.4. Subcontracting is not allowed.

### 4. Origin

4.1 All supplies under this contract may originate from any country.

### 5. Type of contract

Unit price

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<sup>1</sup> See PRAG Section 2.6.10.1.3 A)

## 6. Currency

Tenders must be presented in USD.

## 7. Lots

7.1 This tender procedure is not divided into lots.

## 8. Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.
- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

## 9. Language of tenders

- 9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English.
- 9.2 If the supporting documents are not written in English, a translation into the language of the call for tender must be attached.

## 10. Submission of tenders

10.1 **Tenders must be sent to the contracting authority before the deadline specified in Contract Notice.** They must include all the documents specified in point 11 of these Instructions.

10.2 The tenders should be submitted:

(a) by hand-delivery to the premises of the contracting authority by the participant in person or by an agent, in which case the evidence shall be constituted by the acknowledgment of receipt. The contracting authority's premises are located at the following address:

AMREF Health Africa in South Sudan – Juba Office. Opp. former UNOCHA compound - Thong Piny, Juba – South Sudan.

Working hours: Monday-Thursday 9,00 -17,00 hours; Friday 9,00 – 12,00 hours-

- 10.3 All hand-delivered tenders must be submitted in hard copies: one original, marked ‘original’, and one copy signed in the same way as the original and marked ‘copy’
- 10.4 All hand-delivered tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
- a) the above address;
  - b) the tender name (i.e., “*Supply and delivery of Medicines and Medical Consumables*”) and reference code of this tender procedure, (i.e., AMREF/SSD/11/08/2023/004);
  - c) the words ‘***Not to be opened before the tender opening session***’ in the language of the tender dossier (English)
  - d) copy of the proof of payment (“bid purchase”) attached to the envelope.

The technical and financial offers must be placed together **in a sealed envelope**. The envelope should then be placed in another single sealed envelope/package.

## 11. Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

### Part 1: Technical offer:

A detailed description of the supplies tendered in conformity with the technical specifications. The technical offer should be presented as per template (Annex II+III\*, Contractor’s technical offer) adding separate sheets for details if necessary.

### Part 2: Financial offer:

- A financial offer calculated on a DDP<sup>2</sup> basis for the supplies tendered.

This financial offer should be presented as per template (Annex IV\*, Financial Offer), adding separate sheets for details if necessary.

### Part 3: Documentation:

To be supplied using the templates attached:

- The "Tender form for a supply contract", together with Annex 1\* "**Declaration on honour on exclusion criteria and selection criteria**", both duly completed, which includes the tenderer’s declaration, point 7. A copy of the signed original Declaration shall be submitted. The original shall be kept by the tenderer and might be requested by the Contracting Authority.
- The details of the bank account into which payments should be made (**financial identification form – document c4o1\_fif\_en\***)
- A description of the warranty conditions (if applicable), which must be in accordance with the conditions laid down in Article 32 of the general conditions.

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<sup>2</sup> DDP (Delivered Duty Paid) — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/>

- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.

Remarks: Tenderers are requested to follow this order of presentation.

Annex\* refers to templates attached to the tender dossier. These templates are also available on: [https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesC\(Ch.4\):Supplies](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesC(Ch.4):Supplies)

## 12. Taxes and other charges

The applicable tax and customs arrangements are as per South Sudanese Law.

## 13. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough so that tenderers do not need to request additional information during the procedure. If the contracting authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address at the latest 21 calendar days before the deadline for submission of tenders, specifying the publication reference and the contract title:

**Contact:** Procurement Office  
**Address:** AMREF Health Africa in South Sudan – Juba Office. Opp. Former UNOCHA compound - Thong Piny, Juba – South Sudan  
**E-mail:** [tender.ss@amref.org](mailto:tender.ss@amref.org)

Any prospective tenderers seeking to arrange individual meetings with the contracting authority during the tender period may be excluded from the tender procedure.

## 14. Clarification meeting / site visit

- 14.1 No clarification meeting / site visit is planned. Visits by individual prospective tenderers during the tender period cannot be organised.

## 15. Alteration or withdrawal of tenders

- 15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Section 10. The outer envelope must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.

- 15.2 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period.

## **16. Costs of preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

## **17. Ownership of tenders**

The contracting authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

## **18. Joint venture or consortium**

- 18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the contracting authority.
- 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority in accordance with point 11 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

## **19. Opening of tenders**

- 19.1 The purpose of the opening session is to check whether the tenders have been submitted in accordance with the submission requirements of the call for tenders.
- 19.2 The date and venue of the tender opening session is indicated in the Contract Notice.
- The committee will draw up minutes of the meeting, which will be available on request.
- 19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the contracting authority may consider appropriate may be announced.
- 19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

- 19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## **20. Evaluation of tenders**

### **20.1 Examination of the administrative conformity of tenders**

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

### **20.2 Technical evaluation**

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in the additional information about the contract notice) are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

- 20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

### **20.4 Financial evaluation**

- a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
  - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.



- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.
- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

#### 20.5 Variant solutions

Variant solutions will not be taken into consideration.

#### 20.6 Award criteria

The award criteria will be a combination of price and quality/technical compliance.

#### 20.7 Documentary evidence for exclusion and selection criteria

No documentary evidence of the selection criteria shall be submitted and no pre-financing will be granted.

### **21. Notification of award**

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantees of the unsuccessful tenderers will be released once the contract is signed. The successful tenderer will be informed in writing that its tender has been accepted (notification of award).

### **22. Signature of the contract and performance guarantee**

- 22.1 The contracting authority reserves the right to determine the quantities of each of the items specified in the tender throughout the validity of the contract. **The total value of the supplies may amount up to 315,000/- USD.** The unit prices quoted in the tender shall be used.
- 22.2 Within 30 days of receipt of the contract signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.
- 22.3 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

22.4 No performance guarantee is required for this tender.

## 23. Tender guarantee

No tender guarantee is required.

## 24. Ethics clauses and code of conduct

### 24.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

### 24.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its personnel must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

#### **Zero tolerance for sexual exploitation, abuse and harassment:**

The contracting authority applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

### 24.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The contracting authority reserves the right to suspend or cancel financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

### 24.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not

clearly identified or commissions paid to a company which has every appearance of being a front company.

#### 24.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

### **25. Cancellation of the tender procedure**

If a tender procedure is cancelled, tenderers will be notified by the contracting authority.

If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

### **26. Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

### **27. Data Protection**

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

## **28. Early detection and exclusion system**

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.

**SUPPLY CONTRACT NOTICE**  
**Medicines and Medical Consumables**  
**Juba – South Sudan**

**1. Reference**

AMREF/SSD/11/08/2023/004

**2. Procedure**

Local Open Tender

**3. Programme title**

M(H)IND – Mental Health Integrated Development, AID 012590/07/0

**4. Financing**

AICS - M(H)IND

Budget Line: 2.4.20

**5. Contracting authority**

AMREF Health Africa in South Sudan

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**CONTRACT SPECIFICATION**

**6. Nature of contract**

Unit price

**7. Contract description**

Supply of Medicines and Medical Consumables. The contracting authority might opt to establish a framework contract with the awarded supplier.

**8. Number and titles of lots**

The procedure is not subdivided into lots.

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**CONDITIONS OF PARTICIPATION**

**9. Number of tenders**

No more than one tender can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a tender). In the event that a natural or legal person submits more than one tender, all tenders in which that person has participated will be excluded.

## 10. Grounds for exclusion

As part of the tender, tenderers must submit a signed declaration, included in the tender form, to the effect that they are not in any of the exclusion situations listed in Section 2.6.10.1. of the PRAG.

Tenderer included in the lists of EU restrictive measures (see Section 2.4. of the PRAG) at the moment of the award decision cannot be awarded the contract.

## 11. Sub-contracting

Subcontracting is not allowed.

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## PROVISIONAL TIMETABLE

### 12. Provisional commencement date of the contract

1<sup>st</sup> January 2024.

### 13. Provisional implementation period of the tasks

If a Supply Framework Contract is eventually established: 12 months, starting from the date the contract is signed by both parties.

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## SELECTION AND AWARD CRITERIA

### 14. Selection criteria

Capacity-providing entities

An economic operator (i.e. candidate or tenderer) may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links it has with them. If the economic operator relies on other entities, it must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment by those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality as the economic operator relying on them and must comply with the selection criteria for which the economic operator relies on them. **Furthermore, the data for this third entity for the relevant selection criterion should be included in a separate document.** Proof of the capacity will also have to be provided when requested by the contracting authority.

With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the tasks for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the economic operator relies, become jointly and severally liable for the performance of the contract.

The following selection criteria will be applied to the tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole if not specified otherwise. The selection criteria will not be applied to natural persons and single-member companies when they are sub-contractors.

**1) Economic and financial capacity of the tenderer** (based on the relevant item of the tender

form). In case of tenderer being a public body, equivalent information should be provided.

The reference period which will be taken into account will be the last three financial years for which accounts have been closed.

The selection criteria for each tenderer are as follows:

- the average annual turnover of the tenderer must exceed 100,000.00 USD (or its equivalent in other currencies).

## **2) Professional capacity of the tenderer** (based on relevant items of the tender form).

the tenderer must provide evidence of the following documents:

- valid Company Registration in South Sudan
- valid Tax Compliance Certificate
- Certification from DFCA (Drug & Food Control Authority)
- A bank statement proving ownership of a bank account

## **3) Technical capacity of tenderer** (based on relevant items of the tender form).

The reference period which will be taken into account will be the last two years preceding the submission deadline.

The tenderer has delivered similar supplies (medicines and medical consumables) under at least three contracts or purchase orders, each of a value of at least 10,000.00 USD.

This means that the contract the tenderer refers to could have been started at any time during the indicated period, but it does not necessarily have to be completed during that period, nor implemented during the entire period. Tenderers are allowed to refer either to supply contracts completed within the reference period (although started earlier) or to supply contracts not yet completed. Only the portion satisfactorily completed during the reference period will be taken into consideration. This portion will have to be supported by documentary evidence (statement or certificate from the entity which awarded the contract, proof of payment) also detailing its value. If a tenderer has implemented the supply contract in a consortium, the percentage that the tenderer has successfully completed must be clear from the documentary evidence, together with a description of the nature of the supplies provided if the selection criteria relating to the pertinence of the experience have been used.

Previous experience which would have led to breach of contract and termination by a contracting authority shall not be used as reference. This is also applicable concerning the previous experience of experts required under a fee-based service contract.

## **15. Award criteria**

Price (or, if appropriate after prior approval, the best price-quality ratio which is a combination of quality and price).

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## **TENDERING**

### **18. Deadline for submission of tenders**

The deadline for submission of tenders is Friday 8<sup>th</sup> of December 2023, at 9 am CAT.

### **19. Tender format and details to be provided**

Tenders must be submitted using the standard tender form.

The tender must be accompanied by a declaration of honour on exclusion and selection criteria using the template enclosed in this tender documentation.

Any additional documentation (brochure, letter, etc.) sent with a tender will not be taken into consideration.

### **20. How tenders may be submitted**

Tenders must be submitted in English exclusively to the contracting authority, using the means specified in point 10 of the instructions to tenderers.

Tenders submitted by any other means will not be considered.

By submitting a tender, tenderers accept to receive notification of the outcome of the procedure by electronic means.

### **21. Alteration or withdrawal of tenders**

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with point 15 of the instructions to tenderers.

### **22. Operational language**

All written communications for this tender procedure and contract must be in English.

### **23. Additional information**

Financial data to be provided by the candidate in the standard application form must be expressed in USD.





# Framework Contract Agreement

This agreement is made and entered into by and between:

**Amref Health Africa in South Sudan**

And

**<Name of the Supplier>**

AID 012590/07/0

**Winner of the  
Gates Award**

BILL & MELINDA GATES

For Global Health

This Contract is made and entered into in <place> on <date> between:

1. **Amref Health Africa in South Sudan** a Non-Governmental body working in the field of humanitarian assistance with its Office located at Tong Ping, Juba South Sudan (hereafter referred to as "Amref/Client");

**AND**

2. <name of the supplier>, a company having its office at <address> (hereafter referred to as "Supplier").

**Delivery information:**

<b>Delivery address:</b>	Amref South Sudan Office In Juba, Opposite Former UNOCHA
<b>Quality Requirements:</b>	As per the Agreed Terms and conditions.
<b>Inspection Requirements:</b>	1: Two years' expiry period of the medicines is mandatory 2: Right specifications of the medicines and other supplies as indicated in the Tender document.
<b>Payment terms and schedule:</b>	Amref will pay the supplier for all purchases made within the framework of this contract, up to a maximum total value of all purchases equivalent to 315,000.00 USD, through BANK TRANSFER/CHEQUE <b>WITHIN 30 WORKING DAYS</b> after receipt of invoice and delivery note.

**Agreed Terms and Conditions**

Article 1	Parties	This contract is between <b>Amref Health Africa in South Sudan</b> , hereinafter referred to as "Contracting Authority" and <name of supplier> hereinafter referred to as " <b>Supplier</b> ".
Article 2	Contract period	12 months, following the signing of this contract.
Article 3	Prices	<ol style="list-style-type: none"> <li>a. The applicable prices are the unit prices indicated in the supplier's Tender Financial Offer.</li> <li>b. The Supplier must apply the prices indicated in the supplier's Tender Financial Offer during the first six months of validity of the contract and should apply the same prices for the rest of the contract validity period.</li> <li>c. However, from the 7<sup>th</sup> month of contract validity onwards, the Contracting Authority may accept increments of up to 10% of the tendered unit prices following an official request from the Supplier, and upon receiving an adequate justification for such an increment.</li> </ol>
Article 4	General obligations (Responsibilities of the Supplier)	<ol style="list-style-type: none"> <li>1. The Service Provider shall perform the contract with due care and diligence.</li> <li>2. The Service Provider shall respect and abide by all the laws and regulations in force in Republic of South Sudan.</li> <li>3. The Service Provider shall treat all documents and information received in connection with the contract as private and confidential.</li> <li>4. The Supplier shall be responsible for any risks/expense that will be involve during the delivery of the medicines and medical consumables to the delivery location.</li> </ol>

Article 5	Responsibilities of Amref.	<ol style="list-style-type: none"> <li>1. Provide the supplier with a copy of the contract after its full endorsement by both parties to the contract.</li> <li>2. Provide full explanation of the contract to the supplier for better execution.</li> <li>3. Make payments to the Supplier for the value of the medicines and medical consumables based on the purchased made within the framework of this contract.</li> </ol>
Article 6	Transportation.	The Supplier must ensure safe delivery of the medicines and medical consumables to the location mentioned in this contract.
Article 7	Delivery location.	Amref South Sudan Country office in Juba located opposite former UNOCHA
Article 8	Delivery schedule	All the medicines and medical consumables MUST be delivered by abiding to the following lead time: <insert>.
Article 9	Packaging requirement	All medicines and the medical consumables should be packed in a well labelled box with a package list.
Article 10	General requirement.	The Supplier should ensure there are adequate personnel to expedite the smooth delivery of the medicines and medical consumables as per the lead time.
Article 11	Anti-Corruption Policy	<p><b>Amref Health Africa in South Sudan's Anti-Corruption Policy</b></p> <ol style="list-style-type: none"> <li>1. Amref Health Africa in South Sudan has zero tolerance for corruption and fraud. Any solicitation, payment or acceptance of a bribe by any Amref Health Africa in South Sudan person or third parties dealing with Amref Health Africa in South Sudan is strictly prohibited.</li> <li>2. Any Amref Health Africa in South Sudan person or third party involved in a corrupt act(s) shall be held liable for violating the Anti-Corruption Policy. Third Parties who fail to comply with the Anti-Corruption Policy shall have their agreements and/or agreements with Amref Health Africa in South Sudan terminated. Amref Health Africa in South Sudan may also seek restitution or prosecution or other legal remedies.</li> <li>3. Any person with information regarding any corrupt act committed by Amref Health Africa in South Sudan Person or third party may report using the Whistle Blower Procedure on telephone number <b>0800100255</b> and/or send an email to <b>amref@tip-offs.com</b> or report to the Management of Amref Health Africa in South Sudan.</li> </ol>
Article 12	Amref safeguarding and code of conduct policy	<p><b>Safeguarding Policy and Code of Conduct</b></p> <ol style="list-style-type: none"> <li>1. Amref Health Africa in South Sudan is committed to safeguarding in the workplace. Amref Health Africa does not tolerate any form of abuse, discrimination or harassment of any persons.</li> <li>2. By signing an agreement with Amref Health Africa in South Sudan, you commit to abide by the safeguarding policy and accept to sign the code of conduct.</li> <li>3. Any person abused, discriminated or harassed by virtue of coming into contact with Amref Health Africa in South Sudan services must report to the Management of Amref Health Africa or contact, amref@tip-off.com.</li> <li>4. For the purpose of this agreement, safeguarding means protecting people, including children and at risk adults, from</li> </ol>

		<p>harm that arises from coming into contact with our staff or programmes. We will protect them using a framework based on the three pillars of Prevention, Reporting, and Response:</p> <ol style="list-style-type: none"> <li>i. Proactively identifying, preventing and guarding against all risks of harm, exploitation and abuse, beginning with raising awareness of these issues as a first step in prevention;</li> <li>ii. Establishing and promoting effective systems for reporting potential harm or abuse, which are survivor centered, and also protect those accused until proven guilty; and</li> <li>iii. Respond appropriately and learning where risks occur.</li> </ol> <p>5. This definition draws on our values (Integrity, Quality and Ubuntu) and principles which shape our culture. Safeguarding puts beneficiaries and affected persons at the centre of all we do.</p> <p>6. All Amref representatives and partner organizations must be aware of and adhere to this policy.</p>
Article 13	Termination of the contract	<p>Both shall terminate the contract in any of the following cases:</p> <ol style="list-style-type: none"> <li>1. The supplier substantially fails to perform his obligations under this contract.</li> <li>2. The Supplier fails to comply with the lead time they had indicated in their financial proposal/offer.</li> <li>3. Amref discovers that the Service provider has infringed its duty to the non-exploitation of child labour and the respect of basic social rights and working conditions.</li> </ol>
Article 14	Force Majeure	<p>If through Force Majeure (war, civil unrest, riots, strikes, revolution, closure of roads and any other acts of God) the supplier is unable to perform his obligations under the terms of this contract it shall be considered suspended. If Suspended for more than 1 months, then it shall be considered cancelled. A new contract shall be agreed upon and signed in this case.</p>

**Assumption of Risk:** The Supplier accepts for himself/herself, his/her heirs, assignees and legal representatives, responsibility for all risks and hazards arising from or in connection with the Scope of supplies in this Contract. Amref shall in no way be liable for any risks and hazards to supplier that may result from any cause whatsoever during the period of this Contract.

**Confidentiality:** The Supplier agrees not to disclose or use, except as required in the Supplier's duties, at any time, any material or information disclosed to or acquired by the Supplier under the Scope of this Contract, except with the written consent of Amref. The Supplier shall take all reasonable precautions to prevent any other person with which the Supplier is or may become associated from acquiring confidential information at any time. This clause shall remain in full force and effect notwithstanding the termination or expiration of this Contract.

**Amendment:** This Contract and any documents referred to herein constitute the entire agreement between the parties. Any amendment or modification to this Contract shall be in writing, expressed to amend this Contract, and shall be signed by both parties.

**Waiver:** No failure or delay on the part of either Party to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

**Notices:** A notice given to a Party under or in connection with this Contract shall be in writing and sent to the party at the address or to the fax number given in this Contract or as otherwise notified in writing to other party.

**Invalid Clauses:** If any provision or part of this Contract is held to be invalid, amendments to this Contract may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Contract to the maximum extent permissible under applicable law.

**Governing Law;** The validity, construction and performance of this Contract shall be governed in accordance with South Sudan Law.

**Dispute Settlement;** Parties hereto will endeavor to settle amicably all disputes arising out of this Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force. Amref and the Supplier agree to be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute, controversy, or claim. The number of arbitrators shall be three. Each party shall appoint one arbitrator and the two arbitrators shall thereafter appoint the third arbitrator. The place of arbitration shall be Juba, South Sudan. The language to be used in the arbitral proceedings shall be English.

The terms of this Agreement shall not prevent or delay the parties from seeking orders for specific performance or interim or final injunctive relief on without notice basis or otherwise and the terms of the above paragraph shall not apply to any circumstances where such remedies are sought.

To the extent that the Parties to this Agreement enjoy immunity from legal process under international or national law, they expressly agree to waive any and all such immunity from legal process in the event of any dispute, controversy or claim arising out of or relating to this Agreement.

**Subcontracting/Assignment of Rights;** The Parties must not, without the prior written approval of the other, subcontract with another party not party to the contract on the terms binding the parties under this contract. Any consent to subcontract will not relieve a party from any of its liabilities or obligations under this contract nor create any liability or obligation on the other party.

Any consent to subcontract granted may be conditional upon (without limitation) the party obtaining from the subcontractor, evidence of appropriate insurance and appropriate expertise.

The parties must not assign or transfer its rights under this agreement without prior written consent which may be granted on such reasonable terms as the granting party considers appropriate.

**Indemnification:** To the extent permitted by law, Supplier shall indemnify and hold Amref harmless from any loss, damage, liability, claims, demands, suits, or judgments including any reasonable attorney's fees, and costs, as a result of any damage or injury to its employees, or agents, or properties, or for any injury to third persons or their property which is directly caused by the negligence or willful misconduct, or violation of statutory duties of Supplier, or its employees or agents, in the course of performance of the supplies specified in this agreement.

**Privacy and Data Protection;** (a) The Supplier acknowledges that it may be necessary for it to process information relating to identified or identifiable natural persons in order to carry out its respective obligations under the Agreement. "Personal Data", and such information may be subject to privacy and data protection laws. "Process" herein means any operation or set of operations which is performed on Personal Data, such as collection, recording, organization, structuring, storage, adaptation/alteration, retrieval, use, disclosure, erasure or destruction.

(b) The Supplier shall not process Personal Data except as strictly necessary to carry out their respective obligations under the Contract. The Supplier agrees to comply with all privacy and data protection laws applicable to its collection and processing of Personal Data, including, without limitation, requirements to provide transparent disclosure, obtain informed consent, implement appropriate security measures, limit disclosure to third parties, respond to breaches, and limit retention. The Supplier further agrees to provide Amref with reasonable assistance and cooperation to enable Amref comply

with its obligations under applicable privacy and data protection laws in respect of Personal Data, if any.

(c) A Party may request from the other Party, and the other Party shall provide upon request, a copy of its privacy and access to information policy.

**CONTRACTUAL AND PROGRAMMATIC REPRESENTATIVES**

The Contractual and Administrative Representatives shall only make communication regarding negotiated prices, terms, conditions, and other matter. The following contractual and administrative representatives are designated for this Contract Agreement

	Amref <b><u>Contact Persons</u></b>	Supplier <b><u>Contact Persons</u></b>
1.		
2.		
3.		

**NOW THIS AGREEMENT THEREFORE WITNESSED** as follows:

Amref and the Service Provider agree to the terms and conditions contained in this Contract, which is comprised of:

(a) The Agreed Terms and Conditions.

**Executed by the parties as a legally binding agreement:**

**Common Seal of Amref Health Africa in South Sudan,**  
affixed in the presence of duly authorised  
Representatives:

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Signature of Authorised Representative

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

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

**Common Seal of <insert>**, affixed in the  
presence of two duly authorised  
representatives"

\_\_\_\_\_  
Signature of Authorised Representative

a

\_\_\_\_\_  
Signature of Authorised Representative

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

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

# ***SPECIAL CONDITIONS***

## **CONTENTS**

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions.

### **Article 2 Language of the contract**

2.1 The language used shall be English.

### **Article 4 Communications**

4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments.

### **Article 6 Subcontracting**

6.3 No subcontracting is foreseen for this contract.

### **Article 10 Origin**

10.1 All goods purchased can originate in any country.

### **Article 11 Performance guarantee**

11.1 No performance guarantee is required.

### **Article 12 Liabilities and insurance**

12.2(b), paragraph 2 This type of insurance will vary depending on the nature of transport (land, air or sea) and the nature of the risks to be covered: loading, intermediate storage, unloading, including stowage and protection, theft, damage, loss, wetting, etc.

In the case of use of Incoterms, the contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the contractor (seller) depends in particular on the Incoterms used:

- ***DDP - Delivered Duty Paid:*** Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:  
*'the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for*



*both export and import and to carry out all customs formalities.*<sup>1</sup>  
The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

## **Article 16 Tax and customs arrangements**

16.1 DDP

## **Article 26 General principles for payments**

26.1 Payments shall be made in USD.

26.3 Pre-financing is not applicable to this contract

26.5 In order to obtain payments, the contractor must forward to the contracting authority:

- the invoice(s), where the project code [AID 012590/07/0] must be indicated;

## **Article 32 Warranty obligations**

32.7 The warranty, when applicable, must remain valid for at least 3 months after provisional acceptance.

## **Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of South Sudan in accordance with the national legislation of the state of the contracting authority.

## **Article 44 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

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<sup>1</sup> See <http://www.iccwbo.org/incoterms/>

## ADMINISTRATIVE COMPLIANCE GRID - AID 012590/07/0

<b>Contract title:</b>	Medicines and Medical Consumables	<b>Publication reference:</b>	AMREF/SSD/11/08/2023/004
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Tender number	Name of tenderer	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Declaration(s) of honour included? (Yes/No)	Other administrative requirements of the tender dossier?  (Yes/No/Not applicable)	Overall decision?  (Accept / Reject)
1								
2								
3								
4								
5								
6								
7								

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

**EVALUATION GRID – AID 012590/07/0**

<b>Contract title:</b>	Medicines and Medical Consumables	<b>Publication reference:</b>	AMREF/SSD/11/08/2023/004
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Tender No	Name of tenderer	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with technical specifications? (OK/a/b/...)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N	Justification/ notes:
1								
2								
3								
4								

<b>Evaluator's name &amp; signature</b>	
<b>Evaluator's name &amp; signature</b>	
<b>Evaluator's name &amp; signature</b>	
<b>Date</b>	

<sup>1</sup> The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed.



## FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### BANKING DETAILS ①

ACCOUNT NAME ②

IBAN/ACCOUNT NUMBER ③

CURRENCY

BIC/SWIFT CODE

BRANCH CODE ④

BANK NAME

ADDRESS OF BANK BRANCH

STREET & NUMBER

TOWN/CITY

POSTCODE

COUNTRY

### ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY

POSTCODE

COUNTRY

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤

DATE (Obligatory)

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.