	Republic of Sudan **Central Medical Supplies Public Corporation**

Central Medical Supplies Public Corporation

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Open Tender for Supply of Medicines, Vaccines & Medical Consumables

2011 – 2013

Invitation for bids for Tender No. (CMS 01/2011)

For supply of Medicines & Vaccines & Medical Consumables

Closing date 21/08/2011

The Central Medical Supplies Public Corporation, hereafter referred to as CMS, is pleased to announce the above mentioned Tender and hereby invites eligible bidders to bid for the supply of items in this Tender according to the following rules and conditions:-

1. Bid preparation and submission:

1.1 All pharmaceutical products and their manufacturers should be registered in the National Medicines & Poisons Board (NMPB). All necessary documents should be submitted to prove the registration of medicines and their manufacturers.

1.2 The local agent must submit the following:-

(a) Certificate as the registered company local agent from the General Commercial Registrar of Companies, Ministry of Justice.

(b) Free tax certificate.

(c) Free zakaat certificate.

(d) Appropriate stamp duty is fixed on the bid.

(e) Value Added Tax Certificate (VAT).

(f) Five (5) non – returnable samples, in their final shape in which they are registered and marketed in Sudan, for each item (including different concentrations for the single item), shall be delivered through the company's local agent during or before the closing date of the Tender (each sample must be labeled with item code and the name of the local agent). Only two (2) samples of biological products should be submitted.

(g) A list indicating all details of submitted samples shall be attached (2 copies requested).

(h) The bidder must mention the registration number for each item, and attach the relevant registration certificate.

1.3 The bidder shall bear all costs associated with the preparation and submission of his bid, and the CMS will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

1.4 Original bids must be submitted in a duly sealed envelope and labeled with the sticker provided with the original Tender documents.

1.5 Bids must be submitted on the original Tender book for the quoted item(s) with the CD (compact disk), duly sealed and signed by the bidder, in addition to a true copy of the quotation on a CD. Non-conforming bids will not be considered and the hard copy will be the officially recognized one in case of any discrepancy.

1.6 No bid will be accepted after 2.00(p.m.) of the closing date on 21/08/2011.

1.7 Receipt issued proving purchase of the Tender documents, should be attached with your bid.

1.8 CMS reserves the right to increase or decrease the quantity of any item up to 50% before the award notification, and/or 10% after the award, or to cancel any item without giving reasons. The bidder shall comply with this accordingly.

1.9 The price of awarded item/s must remain valid for two years from date of signing the contract.

1.10 If there is any difference in specifications or remarks regarding the general or technical terms of the Tender, every bidder must mention that on the remarks column in red ink. However, CMS has the right to accept or reject such remarks without giving reasons.

1.11 The quotation pages shall give all information regarding the item such as: country of origin, delivery details, dosage form, shelf life, packing size, strength, concentration, batch size, registration documents, etc.

1.12 Bids must be deposited in the properly locked and sealed envelopes in the tender box at the office of the Procurement Manager CMS Khartoum South not later than 2 p.m. on 21/08/2011. The company should submit the company requirements in separate envelop inside, and the bid offer, and CD inside other envelope separated from the other papers.

1.13 Agents (are preferred with letter of authorization) shall be invited to witness the bid opening on 22nd August, 2011 at 10:00 am.

1.14 The applicable laws under which the contracts shall operate are the laws of the Republic of the Sudan.

1.15 A complete set of bidding documents may be purchased by the interested eligible local agent on submission of a written application to the above mentioned Head office and upon payment of a non-refundable fees of SDG 1500 (one thousand five hundreds SDG only).

1.16 The local agent has full responsibility regarding all claims raised.

1.17 Amendment of the bidding document:

1.17.1 At any time before the dead time for submission of bids, the CMS may, for any reason, whether at its own initiative or in response to clarification requested by a prospective bidder, modify the bidding document by amendment.

1.17.2 The amendment will be notified officially and submitted by hand, fax or e-mail to all prospective bidders, who have received the bidding documents.

1.17.3 In order to afford prospective bidders reasonable time to take the amendment into account in the preparation of their bids, CMS may at its discretion, extend the deadline for the submission of bids.

1.18 The outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".

1.19 If the outer envelope is not sealed and marked as required by paragraph (1.18) the CMS will assume no responsibility for the bid misplacement or premature opening.

1.20 CMS reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract without any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground of the CMS action.

1.21 The notification of award will constitute the formation of the contract.

1.22 Within (15) days of the receipt of the contract form, the successful bidder shall sign and date the contract and return it to the CMS.

1.23 Failure of the successful bidder to comply with the requirement of clause (1.22) shall constitute sufficient grounds for the annulment of the award and for forfeiture of the bid guarantee.

1.24 No variation in or modification on the contract shall be made after signature by the parties concerned, only by the acceptance of the two parties.

1.25 Immediately on shipment dispatch of the contracted item/s, the supplier must advice CMS by e-mail fax or by hand, the following details before 72 hours (3 working days):

a) Packing list clearly written with full information and with details of quantities of each batch. In addition to that:-

1/ Cartons should be numbered serially.

2/ If there is a completion quantity it should be mentioned clearly in the carton which contains that quantity.

3/ In case the working standard (not less than 3 gm with validity for at least one year) is shipped with the goods, that should be mentioned clearly in the packing list the No of carton which contains the working standard.

b) Commercial invoice in full details, items names must be written in generic names with full specifications (Trade names can be put between two brackets).

c) Certificate of origin certified as true & correct from the National Chamber of Commerce of the country of origin.

d) Certificate of analysis for each batch.

e) Expected time of arrival.

1.26 An unexcused delay by the supplier in the performance of his obligations shall render the supplier liable to any or all the following sanctions:-

a) Forfeiture of its performance guarantee.

b) Imposition of liquidated damages.

1.27 All Tender documents are part of the contract agreement.

1.28 The General Director of CMS is not bound to accept the lowest or any other bid.

3. Prices:

QUOTATION SHOULD BE SUMBITTED ON THE BASIS OF DELIVERY INSIDE THE MEDICAL STORES, KHARTOUM SOUTH

1. Each company should quote CPT. price for each item, (Manufacturer warehouses to CMS warehouses).
2. Unit price & total price are to be quoted against each item in € (Euro) **only**.
3. Unit price to be quoted for the specified smallest unit not more than four decimals (0.0000).
4. If the total price does not coincide with the basic unit price multiplied by the quantity, the unit price will be only considered as the base of comparison with other offer for that item (i.e. any errors in calculating total will be ignored, and only the unit price is binding).
5. It is necessary to be clearly indicated that the prices offered do not include any custom duties, and the custom will be paid by CMS after declaration of the customs document.

4. Payment:

1. Value of the awarded items will be paid by CMS after complete delivery and after final acceptance of the item/s by the CMS at its main warehouses in Khartoum.
2. The payment will be directly to the local agent in Sudanese Pounds (SDG). Rate of exchange of € to SDG will be the Exchange Rate of the Central Bank of Sudan plus the incentive rate declared by the Bank of Sudan on the day of the LC that has been made by the local agent or as agreed upon between the CMS and the local agent.
3. Exact delivery date of the goods or part thereto at the CMS stores shall be specified against every individual item tendered for.
4. Payment for the goods or part thereof shall be against due delivery of the same of the goods are to the satisfaction of the CMS.

5. Bank Guarantee:

1. The covering letter should indicate the real total price of your bid as well as the value of the Bid Bond (Initial Bank Guarantee - I.B.G.), whose value must be according to the highest quoted price.

2. The bidder must submit a renewable Bid Bond (I.B.G) or certified cheque amounting to 2% of the total price of the highest bid; the Bid Bond must be issued by any Sudanese bank, valid at least for six months from the closing date.

3. The Bid Bonds (I.B.G) presented to this office after the closing date (Tender Deadline) will be neglected; and consequently, the company bid will be rejected.

4. Unsuccessful bidder's bids guarantee will be returned as promptly as possible.

5. Each company shall submit a Performance Bond (Final Bank Guarantee) or certified cheque, amounting to 10% of the total value of each item awarded. The Performance Bond must be submitted individually within 30 days from the date of award, valid for 12 months, which shall be renewed automatically until final delivery and acceptance of goods.

6- A Performance Bond, which must be established in favour of CMS, through a local bank in Sudan, shall be submitted, in order to release the Bid Bond (I.B.G).

7- The company is asked to mention the highest total sum of quoted items in the covering letter.

6. DEPOSIT ON ACCEPTANCE OF TENDER:

The Supplier shall, within 30 days of the acceptance of his bid, furnish the CMS with a guarantee from a local Bank for a sum equal to 10 per cent of the total money payable to the CMS on due fulfillment of his agreement calculated on the tender or a declaration from a Bank showing that the supplier has deposited with such Bank or Treasury such a sum and that such a guarantee or sum is held by the Bank or Treasury at the disposal of the CMS until such time as the supplier shall have completed his obligation to the satisfaction of the CMS. Acceptance of a tender shall in all cases be conditional on receipt of the guarantee or declaration by the CMS within the prescribed period. Such guarantee or declaration shall be in the form prescribed by the CMS. The agreement hereby contemplated shall not be deemed to be operative unless and until such guarantee or declaration shall have been received by the CMS and the CMS shall have acknowledged receipt thereof in writing. Failure to deliver such guarantee or declaration within the prescribed time shall give the right to the CMS to withdraw its acceptance of the tender.

7. GENERAL:

1. a. While accepting any tender the CMS shall have the right to increase or decrease any quantities of items laid down in the lists attached to the Tender Book up to 50 per cent or to cancel an item altogether.
   b. The CMS has the right to increase or decrease any quantities of items laid down in the list attached to the Tender Book by more than 50 per cent, but in such a case the tenderer will have the right to refuse the acceptance of such increase or decrease.
2. Particulars in the Tender Book must be filled in clearly and with accuracy and any alteration or crossing must be initialed otherwise it will not be considered. Such particulars should be printed.

3. The successful bidders must provide the CMS, at the time of delivery with a certificate confirming the compliance of the item with the quality and technical specifications.
4. Any Certificate of Analysis so provided shall not bind the CMS as to its contents. The item concerned shall be subject to analysis to be carried out by the CMS in the National Quality Control Laboratory and results of that analysis shall be final and shall bind the successful Tenderer.
5. The CMS has the right to decide whether to accept substitutions in items of money or in kind substitution when the item awarded fails to pass National Quality Control Laboratory test(s).
6. Tenderers are requested to offer distinguished packages and labels which are different from those of the same item on sale in the market by printing CMS-Sudan and its logo.

8. QUALITY, SPECIFICATIONS, LABELING AND SAMPLES:

The following specifications are presented based upon requirements considered by the CMS management, as supporting good pharmacy practice, clearance of goods, and in support of general drug management and use.

8.1 Technical Conditions:

1. Goods to be supplied must be strictly in accordance with the original register samples submitted with the bidder's offer that has been accepted by the CMS.
2. If it is internationally or locally reported that a certain drug ordered is found to have an adverse reactions or technical problems, the CMS has the right to decrease/ to cancel the remaining quantity of such drug and refund the value if paid.
3. The shipping documents of each shipment must be accompanied by full specifications of the items, and an updated method of analysis, certificate of analysis for each batch, giving the full name and address of the manufacturing firm as well as the batch serial number of products and its conformity to all technical aspects.
4. Letters "CMS-Sudan" and logo of the CMS are necessary to be printed on the outer and inner pack for each individual unit of the awarded items.
5. a. All labeling requirements that have been stated in the by-law registration of pharmaceutical products 2010 should be followed strictly. Specifically the country of origin, the batch number and date of expiration, must be clearly printed on every individual container and on any package of the drugs. 5 copies of packing list must show batch numbers, expiry dates and dates of manufacture for the contents of each box or group of boxes as the case may be. The company should provide all necessary information, on the label of the inner pack, the outer pack of the items, export cartons and on the pro-forma invoices, full details of storage conditions, the manufacture batch number and expiry dates of each product, trade and generic names, strength, and dosage forms.
   b. Labeling of containers: The CMS management is of the opinion that good pharmacy practice and the efficient use of medicines by clinic staff and the public will be promoted by using Arabic as the language of instruction and directives on labels and documents. Please state in your QUOTATION whether

you are in a position to provide documents and labeling of products and containers as indicated above. The containers (carton boxes) which are used to pack each drug items for freight purposes must carry the following label, preferably in both English and Arabic: CMS-Sudan or الإمدادات الطبيةrespectively.

6. Shelf life of Capsules, Tablets, Syrups and Dry powder for suspension, injectable and semi-solid products, and dressing materials should not be less than **THREE** years. Eye and ear drops can be up to **TWO** years. However, pharmaceutical products that have been delivered within four months from the manufacturing date, with a remaining validity not less than 75% of its shelf life would be acceptable. Items whose potency may be affected or which in any way could become unsuitable for their intended use if stored under local conditions, should be supplied from fresh stocks and should be consigned within two months of the date of manufacture.
7. The shelf life of all vaccines and sera must not be less than eighteen (18) months.
8. Companies should submit a certificate attested by the Health Authorities in the country of origin confirming that the blood used in the manufacturing of biological products are free from all contagious diseases that are transmitted through blood transfusions e.g all types of hepatitis and HIV and Transmissible Spongiform Encephalopathies agent (TSE). The donor has been away for six months from TSE infected countries.
9. The companies should mention in their offers in details, the product components if is Cow source used, and the name of these components.
10. All drugs must be shipped in cool containers, according to the following:
    - The container temperature should be not more than 30° C for the items that can be stored at room temperature.
    - The storage conditions stated on the label should be adhered to during storage & transport for items that need special storage conditions.
11. All kinds of syrups, elixirs, powder for suspension and suspensions should be exported in well packed, screw capped bottles with ameasuring device to be supplied with each bottle in the same pack. Number of units per export carton should not exceed 20 bottles.
12. All liquid oral products must not contain alcohol. However percentage of alcohol (if any) should be mentioned in the formula for all liquid preparations.

13. The company should submit a bioequivalence study for one of its awarded items when needed from a research center recognized by Sudan National Medicines and Poisons Board.
14. All official preparations must comply with the latest editions of the internationally known Pharmacopoeias that have been recognized by National Medicines and Poisons Board (i.e. BP, USP, EP, Int.Pharm) in its by-law registration of pharmaceutical products 2010.
15. Packs should contain a leaflet in Arabic and English Languages giving all information of the supplied medicine. It should carry the same information as approved by National Medicines and Poisons Board.
16. The generic name should be more prominent than the trade name.
17. The company should import the lowest possible number of batches. Small number of batches (max. no. allowed is 5 batches per consignment) is preferable to minimize the quality control samples and cost of analysis.
18. Offers and supporting documents should be addressed to General Director of CMS, in a sealed envelope to:

    The Director General

    Central Medical Supplies Public Corporation

    Khartoum

    Sudan
19. All vaccines and other biological products must be packed in insulated cartons with ice packs, and suitable cold monitor cards must be packed with each carton.
20. Freeze-watch (indicator) in addition to an indicator card should be packed with each carton of the following items:-
    a) Hepatitis B vaccine.
    b) Tetanus vaccine.

c) Meningococcal vaccine.

d) Any other vaccine that can be affected by freezing.

21. All kinds of eye drops and ointments shall be supplied in individually packed containers with the leaflet.
22. Climatic and other conditions to which the goods are exposed during the course of transit and storage, call for the highest quality of packing and casing of supplies. Offers, therefore, must provide for such packing as specified in the Tender Book. Alternative packing may be quoted for separately.
23. Each company shall specify the most safe and scientific way for item disposal (destruction). The recommended way of disposal must be universally accredited and innocuous to environment.
24. Workining standard with minimum one year shelf-life not less than 3g with certificate of analysis should be delivered with each item.

9. QUALITY ASSURANCE:

1. According to the regulations of National Medicines and Poisons Board, all items should pass the ***NATIONAL DRUG QUALITY CONTROL LABORATORY TESTS.*** The Decision of the National Medicines and Poisons Board on the safety, efficacy, and quality of medicines and other pharmaceutical products and biological is final and is not subject to dispute or arguments.
2. Items, which fail to pass the Quality Control tests; supplier should either replace them by item/s accepted by CMS or refund the CMS. The supplier **MUST** inform the CMS within not more than 15 working days about the option of substitution.
3. Names of original manufacturers and country of origin of the goods should be stated in the Tender Book.
4. All labels must be in Arabic and/or English, and permanently and firmly fixed and should bear the Tender name of the item or its international non-proprietary name if any.
5. Composition and dosages must be shown on the label and enclosure in Arabic and/or English, and unless otherwise indicated by the CMS in the Tender book, must be in metric measures.

6. A Tenderer must also keep a sample of each item quoted for in the original container in case it is required for inspection. Such a sample should be delivered to the Director CMS on request, free of charge within 72 hours of the receipt of such request. Failure to present any sample on request may lead to the rejection of that item.
7. Acceptance will be according to registered samples presented with the tender which should comply with the required specifications and description shown in the Tender Book against the item.

10. REHYDRATION FLUIDS AND BLOOD PLASMA SUBSTITUTES:

1. These fluids shall be packed according to specifications outlined against each item in the Tender Book.
2. These fluids should remain sterile, pyrogen free and clear, and free from any visible particles or particles when closely examined under a strong light against a black or white background during shelf life for at least two years at ordinary room temperature (30° C).
3. Administration sets should be sterile and individually packed inside sterile packs. Each set should have two recipient needles for adults and children.
4. Blood plasma substitutes shall also comply with the following:
   a. It must be non-toxic and must not induce fever, sensitation or antigenic reactions. It should be pyrogen-free.
   b. The viscosity and somatic pressure of infusion must be similar to those of plasma.
   c. It must not act as a diuretic.
   d. It should not disturb blood grouping reactions or unduly increase the erythrocyte sedimentation rate.
   e. It should be stable on storage during shelf-life for at least 2 years at ordinary room temperature (30° C).

5. The suppliers of **antisera, antitoxins and other preparations regarding immunity** etc. shall ensure that these items are imported and delivered under ideal refrigeration conditions to avoid any loss of activity and potency. Storage conditions, date of manufacture and date of expiry shall be indicated on the label. These items shall be imported by air freight from freshly manufactured stocks.

11. Delivery:

A) Delivery of pharmaceutical products:

Delivery of all ordered goods should be completed within 24 months from the date of signing the contract. Unless otherwise stated any remarks mentioned against each item and accepted by the CMS, the order should be supplied in two equal shipments each of six month interval, except for those items whose value of award is € 30,000 or less considering shelf life, or items to be asked to deliver to the central stores, can be supplied in one shipment to the central stores within four months from date of award. (Deliveries should be made according to the delivery schedule attached with the award orders). If any custom duty had been paid during clearance of goods an official receipt of that should be submitted to the CMS. Delivery to be made at the CMS' stores directly.

B) Delivery of Vaccines, Sera, Biological and other cold products:

1. Clearance and Direct received should be made in the presence of CMS staff.
2. All vaccines, sera and other cold items should be shipped on a direct flight whenever possible. (Air Emirates, Lufthansa and KLM are preferable).
3. Shipment should be scheduled to arrive on working days.
4. Shipment procedures for vaccine, sera and other cold items, must be well arranged before shipping date. An e-mail, fax or hand message should be sent to the local agent as well as to CMS Procurement Department indicting all shipping details (quantities, description of item/s, packing list, flight No, expected date of arrival at final destination and Airway Bill No).

12. REJECTION AND TERMINATION AND RECOVERY OF DAMAGES

a. a. If the Supplier shall at any time fail to perform or neglect to observe these conditions or shall become bankrupt or insolvent or make any arrangement with his creditors or for any reason become incapable of performing or observing the said conditions or if he shall deliver any goods which do not conform to the conditions of the contract as to safety, efficacy, quality, quantity or time of delivery, the CMS may forthwith terminate the agreement, without prejudice to any rights accruing or accrued to the CMS, and may forfeit and retain all moneys deposited in pursuance of conditions 6 or such part thereof as the CMS shall deem fit in respect of any neglect or default of the contractor either in full or part satisfaction of the claim of the CMS for damages in respect of any such neglect or default.

b. Without prejudice to the provisions of paragraph (a) above and without prejudice to any right accruing or accrued to the CMS under this contract, the CMS may at any time whatsoever and at its own discretion:

   (i) Reject any goods whatsoever found delivered by the contractor which shall not strictly conform to the conditions of contract as to safety, efficacy, quality, quantity, time of delivery or any other specification and in particular the specification contained in condition (ii) thereof and provisions pertaining to brand name of manufacturer and country of origin of the drug and upon such rejection the supplier should immediately remove, at his own expense, all goods involved wherever they may be.

   (ii) Accept any goods which are found acceptable on analysis but which are not up to the required quantity, in part performance of the supplier's obligation in respect of such delivery, and

   (iii) Require the supplier to make good forthwith any shortage of goods occasioned by such rejection or by short delivery, or

   (iv) Purchase at the risk and expense of the supplier sufficient amount of such goods to cover the shortage of goods from any other source and recover from the contractor any loss incurred by the CMS in so doing.

(v) Recover damages in respect of any neglect or default of the contractor, not withstanding acceptance of goods not in accordance with the Agreement and notwithstanding the continuation of the Agreement: Provided that such damages shall, where the goods are delivered after the due date be 5 per cent of the value of such goods for each week or part of week of the due date, and the case of any other default or neglect, be such sum not exceeding 10 percent of the sum deposited in pursuance of condition 17 as the CMS may determine.

c. Without prejudice to any of its rights under the contract the CMS shall always be entitled to the refund of any sum of money paid for any accepted item if the whole or part of that item deteriorates or becomes unsuitable for its intended use during storage in the medical stores or any health facility in which such items are kept, before the end of its specified expiry date, or before the end of two years after delivery in the case of expiry date.

d. In every case in which moneys shall become payable to the CMS by the supplier by virtue of these conditions, the same may be recovered in whole or in part by the CMS from the moneys deposited with it by the contractor in accordance with conditions 6 and the contractor shall thereupon forthwith deposit on every such occasion a further sum equal to the amount so recovered.

e. All rejected pharmaceutical products MUST be removed by the **Local Agent** from CMS's stores within 5 working days after the date of receiving a written notification by the Local Agent. Any delay will affect reputation of the Local Agent and CMS will dispose the goods 2 days later after the deadlines and the local agent must pay all expenses of the disposal.This action will not affect the CMS right in substitution of the disposed goods.

13. <u>Specifications of packaging:</u>

1. Packages must be of strong materials and construction that can withstand rough handling and stacking **(<u>cartons must be of five layers - three of double paper in between</u>**

<u>two of corrugation)</u>.

2. All boxes and cartons must comply with the following specifications:
    a) Physical alignment: the body should be symmetric and identical in appearance, size and dimensions for each item.
    b) Corrugation construction: several corrugated layers (rectangular shape).

c) Cartons of the I.V. fluids must be of strong construction that can withstand several rough loading and unloading and stacking one over the other to a height of 4 meters. If it cannot, the label on cartons must show the maximum number of carton-rows which should not be exceeded in storing these cartons.

d) Overlapping and Gaps: None.

3. Net weight of each carton of large volume I.V fluids (500ml or more) with giving sets inside the same carton should not exceed 15 Kgs. Solutions and liquids should not exceed 20 bottles per carton unless offered by the supplier and accepted by CMS.
4. Each carton must be stenciled with item name as shown in the Tender documents, details of content, Tender No., item No., case/carton No., carton weight in kg and CMS-Sudan.
5. Each batch of each item must be packed in separate box(s) or carton(s) and must be clearly identified from other batches.
6. Each item/s should be shipped in pallets and wrapped with plastic not exceeding 1.5 ton per pallet, and hight not exceeding 2 meters.
7. Security symbols (e.g. handle with care, protect from rain symbols etc….) should be marked Cleary in the outer shipping pack

14. Special requirements for specific dosage forms:

1. All capsules and tablets should be supplied in blisters or strips of 10's unless another packaging is specified. (Patient pack will be given preference).
2. Each individual blister or strips must be clearly labeled with the INN or the generic name of the item, amount of the active ingredient(s) per capsule or tablet, expiry date, manufacturer name, country of origin or logo.
3. For IV Fluids and other parenterals packed in plastic containers, the composition of the materials of these containers, including all additives must be given. PVC plastic containers are not acceptable. All containers should comply with BP or USP specifications.
4. Labels on glass ampoules should be ceramically printed and easily readable by the naked eye. The label must show the amount of active ingredient(s) per ml and the total volume of content of the ampoule, batch number, and expiration date.
5. Packaging of photosensitive items must provide adequate protection from light. The label must bear the warning (protect from light).

6. Cold storage items which need cold chain transportation and storage must be delivered in special cold transport boxes with internal temperature recorder that can easily be checked by CMS (e.g. Chart) with sufficient quantity of ice packs which will keep the temperature of the items within the required range of temperature till the items are delivered and received into CMS cold stores.
7. Containers and cartons must be clearly labeled (keep cool). The airway bill must also be clearly marked (keep cool during transport or transit).
8. Vaccines should be supplied using vaccine vial monitor.

15. Further Considerations (preferences):

1. Manufactures from countries that have been recognized by National Medicines and Poisons Board (i.e. countries widely known to have stringent medicines regulatory authorities) in its by-law registration of pharmaceutical products 2010 are most preferable.
2. The deferred payment is of great credit.
3. All tablets and capsules are to be clearly and individually stamped (CMS) but coated tablets, and tablets of less than 200 mg are exempted from this requirement. Ampoules, vials, tubes and containers should be lithographed or ceramically printed (CMS).
4. It is the desire of CMS to have instructions on the labels of products to be in ARABIC, as much as possible.
5. Addition of data loger to record temperature and humidity to each container will be given preference.

NOTICE:

THE ATTENTION OF ALL TENDERERS IS DRAWN TO THE COMPLIANCE WITH THE MEDICINES AND POISONS ACT 2009 AND ITS REGULATIONS: ALL TENDERERS FOR ITEMS OF DRUGS AND PHARMACEUTICALS SHOULD BE IN POSSESSION OF A VALID LICENCE (A) AS SPECIFIED BY THE LAW LICEINGING OF PHARMACUTICAL PREMISES. ALL MEDICINES SHOULD BE REGISTERED AND A VALID CERTIFICATE OF REGISTRATION SHOULD BE SUBMITTED FOR EACH ITEM.

6. Penalties:

1. If the required pro-forma invoice and the Performance Bond are delayed in submission, in the correct and proper way, more than (30 days) from the date of award notification, the CMS has the right to confiscate the whole initial bank guarantee.
2. Withdrawal of quotation after opening envelope or after award notification, shall consequently lead to confiscation of the Bid Bond.
3. In case the bidder fails to fulfill his obligations, the CMS shall have the right either to reject or accept the goods. After 4 week delay period, the CMS reserves the right to confiscate the Performance Bond, LG and cancel the purchase order.
4. If the delivered item/s are not conforming to the specifications, tender's terms and conditions; or if they are not in accordance with the accepted bid or the country of origin, the bidder shall be responsible to replace the whole quantities within two months from the date of rejection .
5. If physical change occurs in the specification of any item batch during storage period and within the shelf life, the supplier shall be responsible to ship back the defected quantity on his cost. Nevertheless, he must replace the same item or by other item/s accepted by CMS within two months from date of intimation.
6. If the company fails to supply the replaced quantity within the specified period, CMS reserves the right to confiscate the Performance Bond and LG.
7. If the company repeats the same discrepancy for the same item, then CMS has the right to cancel the ordered quantity and to make claim for the paid amount and lead to confiscation of the Bid Bond.
8. All bidders shall send, within one month from the date of award, a renewal authorization letter, authenticated by the Sudan Embassy in the country of origin, to their local agents in Sudan in order to contact the concerned department at the CMS, so as to avoid any delay in signing the contract, or any applicable delay penalties.
9. In case of other violations that might have negative consequences, at its discretion CMS have the right to apply the laws and all regulations applicable in Sudan.

16. ARBITRATION

1. Any disputes arising between the CMS and the supplier in connection with the Agreement between them or with respect to the interpretation or application thereof shall be referred for decision to an arbitral tribunal to be constituted in the following manner:
   a. Each party shall appoint an arbitrator within 30 (thirty) days of the receipt by either party of a notice in writing from the other party of his intention to refer the dispute to arbitration.
   b. The two arbitrators shall then agree upon a third arbitrator.The three shall constitute the arbitral tribunal. If either party fails to nominate its arbitrator or the two arbitrators, as the case may be,the arbitrator shall be appointed by the chief justice of Sudan upon application being made to him/her on behalf of or by either party, to make up the number of arbitrators to three.
   c. The arbitrators will make their award by a majority vote. The award shall be final and binding on both parties.
   d. All arbitral proceedings under this condition shall be conducted in Sudan.
   e. Disputes on safety, efficacy and quality issues should be decided upon by the National Medicines and Poisons Board in Sudan and its decision should be final and binding to both parties (i.e. CMS and Supplier)
2. Law Applicable and Jurisdiction: The Agreement shall be governed and construed in accordance with the laws of Sudan and the courts of Sudan shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of the Agreements or Connection therewith.