



## Request for Proposal (RFP)

Reference: RFP/KRT/GF/10/037

Date: May 19, 2010

Subject: RFP for the Provision of Services to Strengthen the National Supply Chains for HIV/AIDS, TB and Malaria Programmes in Northern Sudan

1. The United Nations Development Program (UNDP) invites eligible and qualified supply chain management firms to tender the provision of services mentioned in the subject for the strengthening of logistics systems for health commodities supported by the Global Fund to Fight Aids, TB and Malaria in Northern Sudan, as per enclosed Terms of Reference (TOR) in Annex III.
2. To enable eligible offerors to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. General Conditions of Contract..... (Annex II)
  - iii. Terms of Reference (TOR)..... (Annex III)
  - iv. Proposal Submission Form .....(Annex IV)
  - v. Price Schedule .....(Annex V)
  - vi. Acknowledgement Letter .....(Annex VI)
  - vii. Performance Security Form.....(Annex VII)
3. Your offer comprising both technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than June 29 , 2010 at 2:00pm Khartoum Local Time. Late bids shall be rejected. Bid sent via fax or email will not be accepted.

UNDP-Global Fund Procurement Unit  
UNDP Garden City Office, Building # 290,  
P. O. Box 913, Khartoum - Sudan  
Attention: Pamela Odudoh – GFATM Procurement Specialist
4. Interested bidders are invited to attend the Pre-bid Conference on June 6 2010, at 11.30a.m. (local time/Khartoum), at UNDP Garden City Meeting Room, Building # 290, Garden City/Khartoum.
5. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
6. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal (Annex VI).

Yours sincerely,

Pamela Odudoh  
Procurement Specialist  
Global Fund Unit

## Instructions to Offerors

### A. Introduction

#### 1. General

Purpose of this RFP is to obtain technical and financial offers from eligible bidders for the provision of Services to Strengthen the National Supply Chains for HIV/AIDS, TB and Malaria Programmes in Northern Sudan.

#### 2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### B. Solicitation Documents

#### 3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

#### 4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

#### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

### C. Preparation of Proposals

#### 6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;
- (d) Proposal security.

8. Export License

All bidders/vendors must aware that the goods and services are for the benefit of the Government under UNDP's development assistance framework and goods purchased will normally be transferred to the national partners, or to an entity nominated by it, in accordance with UNDP's policies and procedures.

The bidder/vendor shall include in their proposal:

- A statement whether any import or export licenses are required in respect of the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;
- Confirmation that he has obtained licenses of this nature in the past and have an expectation of obtaining all the necessary licenses should their bid be successful.

9. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans

for their expansion. Offeror must ensure that the proposed personnel are available to execute and implement the project in Sudan.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

10. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

11. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency. Contract entered with vendors registered in Sudan will be payable in the local Sudan currency (SDG).

12. Period of validity of proposals

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

13. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

#### 14. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

#### D. Submission of Proposals

##### 15. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

UNDP-Global Fund Procurement Unit  
UNDP Garden City Office, Building # 290,  
P. O. Box 913, Khartoum - Sudan  
Attention: Pamela Odudoh – GFATM Procurement Specialist

and,

- marked with –

"RFP: Provision of Services to Strengthen the National Supply Chains for HIV/AIDS, TB and Malaria Programmes in Northern Sudan"

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 9 (Proposal form) above, duly identified "OPERATIONAL and TECHNICAL PROPOSAL" with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified "FINANCIAL PROPOSAL – PRICE SCHEDULE".

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

##### 16. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause Sealing and marking of Proposals no later than 29 June, 2010 at 2:00pm Khartoum Local Time.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause Amendments of Solicitation Documents, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

##### 17. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause Deadline for the submission of proposals, will be rejected.

## 18. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## E. Opening and Evaluation of Proposals

### 19. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### 20. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### 21. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

## 22. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals.

Stage 1 – The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified. Each responsive proposal will be given a technical score. Proposals shall be rejected at this stage if they do not respond to important aspects of the RFP, and particularly the Terms of Reference or if they fail to achieve the minimum technical score of 70%. Offerors, who have attained minimum 70% score in the technical evaluation, will be considered for further financial evaluation. The weights given to the Technical Proposal is 70%

Stage 2 – All offers that attained 70% and above in the technical evaluation, will have their Financial Proposals opened. The weight given to the Financial Proposal is 30%.

The Financial proposal is based on the proposed percentage management fee / overhead in relation to cost of actual contract for implementing / managing the Scope of Work.

| Summary of Technical Proposal Evaluation Forms |                                                      | Score Weight | Points Obtainable | Company / Other Entity |   |   |   |   |
|------------------------------------------------|------------------------------------------------------|--------------|-------------------|------------------------|---|---|---|---|
|                                                |                                                      |              |                   | A                      | B | C | D | E |
| 1.                                             | Expertise of Firm / Organization submitting Proposal | 30%          | 300               |                        |   |   |   |   |
| 2.                                             | Proposed Work Plan and Approach                      | 40%          | 400               |                        |   |   |   |   |
| 3.                                             | Personnel                                            | 30%          | 300               |                        |   |   |   |   |
| Total                                          |                                                      |              | 1000              |                        |   |   |   |   |

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

#### Detail Breakdown of Technical Proposal Evaluation Forms

| Technical Proposal Evaluation Form 1                 |                                                                                | Points obtainable | Company / Other Entity |   |   |   |   |
|------------------------------------------------------|--------------------------------------------------------------------------------|-------------------|------------------------|---|---|---|---|
|                                                      |                                                                                |                   | A                      | B | C | D | E |
| Expertise of firm / organization submitting proposal |                                                                                |                   |                        |   |   |   |   |
| 1.1                                                  | Experience of the organization in SCM and LMIS                                 | 100               |                        |   |   |   |   |
| 1.2                                                  | Experience in commodities related to HIV/AIDS, TB and malaria is an advantage. | 30                |                        |   |   |   |   |
| 1.3                                                  | Operational capacity in Sudan                                                  | 50                |                        |   |   |   |   |
| 1.4                                                  | Experience working with Global Fund supported programmes                       | 50                |                        |   |   |   |   |
| 1.5                                                  | Experience working with UN agencies in Supply Chain Management                 | 30                |                        |   |   |   |   |
| 1.6                                                  | Detailed References for client organizations in the last 3 years               | 40                |                        |   |   |   |   |

|                                                                                                              |                                                                                                                                                      | 300               |                        |   |   |   |   |
|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------|---|---|---|---|
| Technical Proposal Evaluation Form 2                                                                         |                                                                                                                                                      | Points Obtainable | Company / Other Entity |   |   |   |   |
|                                                                                                              |                                                                                                                                                      |                   | A                      | B | C | D | E |
| <b>Approach, Methodology and Work Plan (including implementation schedule) for Performing the Assignment</b> |                                                                                                                                                      |                   |                        |   |   |   |   |
| 2.1                                                                                                          | To what degree does the Offeror understand the task?                                                                                                 | 30                |                        |   |   |   |   |
| 2.2                                                                                                          | Have all important aspects of the task been addressed in sufficient detail?                                                                          | 30                |                        |   |   |   |   |
| 2.3                                                                                                          | Are the different components of the project adequately weighted relative to one another?                                                             | 30                |                        |   |   |   |   |
| 2.4                                                                                                          | Is the proposal adapted to the project environment?                                                                                                  | 50                |                        |   |   |   |   |
| 2.5                                                                                                          | Are the activities well defined and do they correspond to the TOR?                                                                                   | 80                |                        |   |   |   |   |
| 2.6                                                                                                          | Are there clear timelines and progress indicators for the first and second year and are they reasonable.                                             | 100               |                        |   |   |   |   |
| 2.7                                                                                                          | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? | 80                |                        |   |   |   |   |
|                                                                                                              |                                                                                                                                                      | <b>400</b>        |                        |   |   |   |   |
| Technical Proposal Evaluation Form 3                                                                         |                                                                                                                                                      | Points Obtainable | Company / Other Entity |   |   |   |   |
|                                                                                                              |                                                                                                                                                      |                   | A                      | B | C | D | E |
| <b>Team Composition</b>                                                                                      |                                                                                                                                                      |                   |                        |   |   |   |   |
| 3.1                                                                                                          | Technical staff in the field                                                                                                                         | 80                |                        |   |   |   |   |
| 3.1.1                                                                                                        | Team leader                                                                                                                                          | 60                |                        |   |   |   |   |
| 3.1.2                                                                                                        | Other Technical staff                                                                                                                                | 100               |                        |   |   |   |   |
|                                                                                                              | - Specific International Experience                                                                                                                  | 25%               |                        |   |   |   |   |
|                                                                                                              | - Training Experience                                                                                                                                | 10%               |                        |   |   |   |   |
|                                                                                                              | - Professional Experience in the area of specialization                                                                                              | 40%               |                        |   |   |   |   |
|                                                                                                              | - Knowledge of the region                                                                                                                            | 25%               |                        |   |   |   |   |
|                                                                                                              |                                                                                                                                                      | <b>240</b>        |                        |   |   |   |   |
| 3.2                                                                                                          | Back stopping and quality assurance                                                                                                                  | 60                |                        |   |   |   |   |
|                                                                                                              |                                                                                                                                                      | Sub-Score         |                        |   |   |   |   |
|                                                                                                              | General Qualification                                                                                                                                | 50%               |                        |   |   |   |   |
|                                                                                                              | Suitability for the Project                                                                                                                          |                   |                        |   |   |   |   |
|                                                                                                              | - International Experience                                                                                                                           | 15%               |                        |   |   |   |   |
|                                                                                                              | - Professional Experience in the area of specialization                                                                                              | 25%               |                        |   |   |   |   |
|                                                                                                              | - Knowledge of the region and context                                                                                                                | 10%               |                        |   |   |   |   |
|                                                                                                              |                                                                                                                                                      | <b>60</b>         |                        |   |   |   |   |
| <b>Total Part 3</b>                                                                                          |                                                                                                                                                      | <b>300</b>        |                        |   |   |   |   |

## Price Evaluation Criteria

Stage 2 – All offers that attained 70% and above in the technical evaluation will have their Financial Proposals opened. The weight given to the Financial Proposal is 30%. The Price Proposal is evaluated based on the following formula:

$$Sf = 100 \times Fm / F$$

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial Score (Sf) of 100 points.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights indicated in the Data sheet.

T = the weight given to the Technical Proposal

F = the weight given to the Financial Proposal

$$T + F = 1$$

$$S = St \times T\% + Sf \times F\% \text{ (where } T\% = 70\% \text{ and } F\% = 30\%)$$

The procuring UNDP entity may, at its own discretion, enter into negotiation with one or few Offerors achieving the highest combined score.

As additional post-qualification measures, the technical proposal offered by the bidder offering the highest total score (TS) may be subjected to the following tests and performance benchmarks prior to contract award:

- The proposed team structure and eligibility: this may include interview with key staff
- Demonstration by the selected bidder to the evaluation committee to determine that the methodology and work plan offered meet those specified in the Technical Requirements. It can be through the presentation of previously implemented similar project.

Please note that the UNDP is not bound to select any of the consultancy firms / companies submitting proposals. Furthermore, since a contract will be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to UNDP's general principles, including economy and efficiency, UNDP does not bind itself in any way to select the firm offering the lowest price.

## F. Award of Contract

### 23. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

### 24. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

### 25. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

#### 26. Performance security

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

#### 26. Vendor protest

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

## General Conditions of Contract for Professional Services

### 1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

### 2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

### 3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### 4.0 ASSIGNMENT:

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

### 5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### 6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

### 7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees,

officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### 8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### 9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

#### 11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

#### 12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

#### 13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### 15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

#### 16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### 17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### 18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations

exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### 19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### 20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

#### 21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

#### 22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

## Terms of Reference (TOR)

### Terms of Reference for Services to Strengthen the National Supply Chains for HIV/AIDS, TB and Malaria Programmes in Northern Sudan

#### 1. Background:

Sudan is the largest country in Africa, spreading over 2.5 million square kilometers and administratively divided into 25 states. The northern sector comprises 15 states, in turn divided into 134 localities or districts (5-12 per state). According to the fifth nationwide census, the total population of North Sudan is 30,894,000. The geography and ecology contributes to shaping the country's health, nutrition and population situation. Vast distances and poor roads and transport structure affect coverage. Quite infrequently, droughts and flooding cause humanitarian emergencies and ecological factors expose population to infectious and parasitic diseases including malaria. But, the most important factor that contributed the current shape of the health system was the civil war that lasted up to 2005 till the signing of the Comprehensive Peace Agreement (CPA). Two decades of war has devastated the social services including health, directly and indirectly.

UNDP is a key partner to the Global Fund to Fight HIV/AIDS, Tuberculosis and Malaria (GFATM) and is the UN agency assuming the role of Principal Recipient of GFATM grants in Sudan. As the Principal Recipient of 5 grants (2005-2013) amounting to USD 300 million, UNDP is managing the largest fund portfolio in the Arab region. UNDP's management role consists in implementing grants, ensuring financial accountability, and training of more than 32 national and international counterparts on programme management and financial accountability. In its role as Principle Recipient, UNDP ensures quality financial management, timely procurement of supplies and service delivery as well as efficient monitoring and evaluation of grant implementation activities.

The Country Coordinating Mechanism for Sudan (CCM) has identified the need to strengthen the Supply Chain Management for HIV/ AIDS, TB and Malaria. Sudan's size and challenging environment require a substantial investment in the pharmaceutical logistics systems.

Supply chain management of pharmaceuticals and other health products is a critical component of GFATM's programme to ensuring the success of HIV/AIDS, TB, and malaria prevention, care and control. Sudan's size and challenging environment require a substantial investment in pharmaceutical logistics systems. Furthermore, the country's decision to scale-up HIV, TB and malaria services at a national level has demanded intensive support from all stakeholders to reach the national targets. The FMoH has undertaken efforts to achieve this, through the establishment of a separate Procurement and Supply Management (PSM) Unit which currently operates under the General Directorate of Pharmacy (GDP). However, there are plans to change the structure within the next 6 months, as such an understanding and acceptance of the in-country dynamics is required. In addition to the increase in access to these services, there are several activities aimed at increasing demand for HIV, TB and malaria services in Sudan. These efforts, while rapidly increasing the number of individuals on care and treatment, have produced major stresses, particularly on the supply chain systems that threaten the stability of the entire healthcare system, including GFATM-supported programmes.

With regard to general health commodities, the Central Medical Supplies (CMS), a parastatal organization, is the main importer and supplier of drugs and has introduced a revolving drug fund for health facilities. However, there are also parallel systems of procurement, supply and storage of donor-funded drugs in the country, and in the case of the Global Fund commodities, the drugs are currently managed by the earlier mentioned PSM unit. Efforts are currently being undertaken to increase cooperation and synergy between the different partners involved in procurement and supply management in Sudan. As such the environment is dynamic, which might have

implications on the actual implementation of the logistics system and the key partners involved. The successful contractor should be receptive to such dynamics to the extent possible.

As part of its responsibilities as the PR, UNDP is currently coordinating all Procurement and Supply Management related activities. Furthermore UNDP is responsible for the procurement of health items and their delivery to Sudan. UNDP, through GFATM resources, has been working with the PSM unit to support the country's supply chain system for the three programmes for HIV/AIDS, TB and Malaria. The three vertical programmes (SNAP, NMCP and NTLP) are currently the end-beneficiaries of GFATM support, while UNDP is responsible of financially management, monitoring programme implementation, auditing and monitoring the utilization of the funds. The most pressing task for the PSM Unit is to coordinate forecasting, reporting, storage and deliveries for the three programs, in order to increase the efficiency and minimize the risk of wastage and of products being out of stock.

The technical assistance provider, under this terms of reference, will work closely with relevant government establishments such as the PSM Unit through supervision and supporting the build-up of the logistic system for all aspects (assessments, re-engineering, defining procedures and necessary documents etc.) in order to ensure the establishment of an agile and sound system capable of guaranteeing a consistent and un-interrupted supply of all program commodities.

The intention is to add to and complement existing supply chain systems and 'fill in the gaps" where supply chain services are most needed, and avoiding the development of parallel systems. Commodity quantification, forecasting, and logistics management are among the services which must be strengthened to ensure the efficiency of the supply chain.

## Previous Work Done:

Euro Health Group was contracted by the UNDP for the services of Supply Chain Management Strengthening and Capacity Building Work in 2008. The report of the work done by Euro Health is available on request.

## 2. Objectives:

The main objective of this contract is to strengthen and support the Supply Chain Management (SCM) of UNDP Global Fund supported national programs to ensure the smooth delivery, sustainability and accessibility of drugs and health products in a timely and efficient manner; and improve the SCM capacities at Central, State and Locality levels.

The bidder with the best-evaluated offer will be contracted by UNDP to be responsible for technical assistance to Government establishments such as the PSM Unit, Sudan National AIDS Programme (SNAP), National TB Control Programme (NTP) and National Malaria Control and Prevention Programme (NMCP) in strengthening of supply chains

### 2.1 Scope of work and expected outputs:

UNDP Global Fund Programme is seeking innovative private or public sector organization or institution to provide capacity building and technical assistance in supply chain management by undertaking a broad range of activities that are described below. The areas of work will be within the key components of the procurement and supply cycle, with the initial focus on, but not limited to:

- I. Forecasting, quantification and procurement planning
- II. Logistics system design, implementation (including Inventory control management) monitoring & supervision
- III. Logistics Management Information System (LMIS)
- IV. Warehousing and in-country distribution optimization
- V. Management and coordination
- VI. Institutionalize Rational Use of Drugs and Pharmacovigilance

The Technical Assistance required includes, but is not limited to training & capacity development in the following aspects of the supply chain: Quantification, forecasting, procurement planning, drugs supply management, distribution management, and the installation and automation of Logistics Management Information Systems (LMIS).

### 3. Brief description of the Specific Tasks

#### 3.1 Forecasting, Quantification and Procurement Planning

- I. Provide technical assistance and capacity building for conducting annual quantifications for the three-disease program commodities (AIDS, TB and malaria); provide support to the PSM Unit in its effort to undertake bi-annual forecast reviews for AIDS, TB and malaria and related commodities and assist the programs to develop actionable supply plans to guide the PR in making informed procurement decisions.
- II. Provide technical assistance and capacity development to government and counterparts in quantification and forecasting methodologies and ensure retention of technical skills in the conduct of future activities.
- III. Facilitate the establishment of a quantification and forecasting Technical Working Group with members drawn from each of the three disease programs to work with the PSM Unit; provide capacity building and training on forecasting and quantification methodologies to ensure sustainability
- IV. Work towards the development of a national, unified and an integrated quantification and forecasting system for the 3-disease programmes
- V. Facilitate a system for conducting quarterly forecast reviews that should be used to update supply plans as needed; regularly provide updates to the PR, essential data for making sound decisions that would shield the supply system from supply imbalances

#### 3.2 Logistics system design, implementation and monitoring

- I. Review the performance of the existing logistics system and develop a comprehensive roadmap and action plans for strengthening the logistics systems for AIDS, TB and malaria commodities to ensure consistent product availability at all levels.
- II. As part of the comprehensive review, assess the existing Logistics Management Information System tools (LMIS) at all levels to determine their strengths and weaknesses in meeting the immediate and long term information needs of the programmes. Make recommendations for their expansion/retention or delisting, to streamline reporting burdens on the operators while ensuring that essential data for decision making are not compromised.
- III. As part of the comprehensive review, assess existing inventory control system (within the context of AIDS, TB and Malaria program commodities), including procedures for managing health commodities & software to determine their strengths and weaknesses; develop a plan of action to strengthen the inventory control system to ensure optimal stocking.
- IV. Develop implementation plans for strengthening the logistics systems for the 3-disease programs including the development of Standard Operating Procedure manuals, Training Guides and Job aids for health workers across the three disease programs
- V. Conduct training and capacity building for health workers at all levels across the three disease programs to be able to implement a (re) designed logistics systems ensuring that logistics data are accurately captured, properly documented and transmitted at designated periods to the appropriate levels in support the goal of maintaining consistent product availability at all times

### 3.3 Logistics Management Information System (LMIS)

- I. With the expressed desire to migrate from a manual recording system to a web-based automated LMIS system as a means of improving data management and transmission, the prospective contractor (s) is required to collaboratively develop and implement a computerized LMIS system for the three disease programs
- II. Based on the existing system and context, the contractor(s) will design the flow of central level logistics data and configure a database to meet the requirements of current Global Fund program and future expansions
- III. Establish an automated data management system at Federal and state storage points. This responsibility includes but not limited to identifying (collaboratively with stakeholders) the network structure, software and other user requirements that support the flow of quality data from one level to another minimizing human errors
- IV. Such a tool (above) should be capable of automatically generating necessary routine logistics performance reports, eliminating the need for human interventions in mining data from records and reports to improve the speed and accuracy of data processing.
- V. The prospective contractor (s) would ensure that the operational processes in the PSM unit are strengthened so as to serve as the central logistics data repository for the three vertical programs with possibilities for role expansion to serve other supply chains in the country.
- VI. Conduct a study to determine the feasibility of integrating some or all components of the supply chains across programmes beginning with the LMIS component
- VII. Develop a web-based reporting system that would enhance data capture and transfer seamlessly from health facilities and state CMS to the central PSM unit.

### 3.4 Strengthen Warehousing and In-Country Distribution

- I. Assess cold chain storage requirements for relevant programs and develop plans for the enhancement of the country's cold chain infrastructure.
- II. Enhance the existing policy for reduction of loss, waste of products along the in-country supply chain. Propose improvements and implementation plan to strengthen commodity management at all levels.
- III. Identify suitable and adaptable IT infrastructure to improve the management of inventory at the federal and state levels to minimize losses and wastages.
- IV. Develop SOPs to guide warehouse operations and conditions at all levels to improve storage practices and compliance with Good Storage Practices.
- V. Review the current distribution methods and practices to determine its cost effectiveness and conduct a comparative distribution options study to identify the most suitable and most cost efficient distribution options that will increase access to health commodities by beneficiaries.

### 3.5 Management and Coordination

- I. Develop training materials and conduct trainings for UNDP staff and government counterparts in the field of supply chain management to ensure skills retention and sustainability.

- II. Facilitate the establishment of an operational level PSM coordination group between the federal and states levels to promote smooth operation of the supply chain. The objective is to have a platform where experiences and best practices are shared and where issues affecting product availability can be discussed and solutions provided.
- III. Facilitate meetings and functionality of members of a policy level coordination (PSM-CCM Task Force) to ensure availability of an enabling environment for the operation of a smooth supply chain.
- IV. Facilitate the establishment of a PSM task force for the three disease programs within the PSM Unit where data and information on product use, stock availability and shipment status are collated, analyzed and documented for use in making both medium and long term supply chain decisions.
- V. Facilitate the development of monitoring & supportive supervision systems to strengthen on-going implementation of the logistics system.

### 3.6 Institutionalize Rational Use of Drugs and Pharmacovigilance

The Federal Ministry of Health is desirous of developing policies that will promote Rational Use and Pharmacovigilance system in the country. To this end, prospective contractor (s) will be required to provide a broad range of technical and organizational supports to institutionalize Pharmacovigilance and Rational Use of Medicines (RDU) in the country. Specific activities to be undertaken may include but not limited to the followings:

- I. Conducting a baseline assessment to document quantitatively, the extent and status of irrational medicines use and awareness of Pharmacovigilance systems in the country's public health system. The study should identify available platforms for tracking identified ADR issues and interventions for addressing identified cases of Irrational Use of Medicines and related health products.
- II. Mapping, identifying and recommending appropriate institutions within the FMOH to be used as the anchor and programmatic location for embedding Pharmacovigilance & Rational Use of Medicines;
- III. Developing of national policies for Rational Medicine Use and Pharmacovigilance system including implementation roadmap.
- IV. Identifying and developing appropriate training instruments that can serve the needs of all stakeholders in the country, and assisting in providing a training curriculum that can be adapted to the Sudanese situation.
- V. Designing data gathering tools and protocols for investigating, reporting and researching cases of ADR & irrational use in collaborations with stakeholders.
- VI. Holding meetings with various stakeholders and ensure stakeholder participation at all levels to ensure ownership.

### 4. Approach

- I. Assess the performance of existing logistics systems at the central, state and locality levels or review existing program documents and agree on improvements required and develop an implementation plan to strengthen the supply chains. Share implementation approaches proposed with the Global Fund unit of UNDP and disseminate outcomes and intervention plans to other relevant stakeholders.
- II. Develop a detailed implementation plan with timelines along with key performance indicators and agree on interventions for strengthening the performance of the supply chain which must specifically address constraints to product availability.
- III. Collaboratively (re) design the logistics system; review the distribution tiers and distribution/flow of commodities through the pipeline, review inventory control system, (review period, Max/Min levels, etc);

review existing LMIS forms in use for managing information flow, review the reporting systems and schedules and document entire improvements proposed to reposition the logistics system.

- IV. Implement, supervise and monitor to enhance outcomes. Develop supervision tools and protocol and conduct supervision.
- V. Conduct bi-annual quantification and forecasting (using Quantimed and Pipeline) and develop supply plans. Conduct quarterly review of forecasts and compare with actual consumption data collated through the LMIS. Regularly update supply.
- VI. Conduct a national stock status exercise to identify program vulnerability to stock imbalances and provide a comprehensive quantitative analysis of expiry risk exposure.
- VII. Review performance of the manual LMIS tools; explore feasibility for automating data capture, management, transfer (reporting). Explore feasibility of using IT tools to facilitate data collection at lower levels of the supply system.
- VIII. Collaborate with the PSM unit and CMS and ascertain the sustainability of using available inventory control tools to manage GFATM commodities. Explore opportunities for upgrading existing inventory control tools in the CMS to strengthen it in order to be able to support the diverse logistics operations demanded by the programs.
- IX. Assess storage system requirements for GFATM commodities and make recommendations for improvement.
- X. Identify training gaps and needs; develop training curriculum for all categories of logistics personnel; provide supply chain training to logistics personnel in the PSM unit.
- XI. Facilitate and ensure that the PSM activities in the country are well coordinated using available coordination mechanisms.
- XII. Embed staff in the PSM unit to ease implementation and embed competently qualified professionals to support delivery of supply chain interventions.
- XIII. Collaborate with appropriate government entity and facilitate the development of RDU and Pharmacovigilance policies.

## 5. Deliverables:

- I. A report documenting strengths and weaknesses of existing logistics system for Aids, TB and malaria commodities with prioritized interventions and implementation timelines.
- II. Availability of an agile supply chain system capable of delivering the right quality products in the right quantity of the right commodity, to the right place, at the right time and at costs suitable to the programs.
- III. Availability of reliable logistics data captured through the automated LMIS at the health facilities which would be effectively and efficiently transferred to program level for making medium to long term supply chain decisions.
- IV. A well defined process & procedures for estimating and quantifying program commodities which will ensure timely availability of products at all levels of the supply chain with minimal tolerance for stock imbalances.
- V. A manual logistics system to be upgraded to an automated component that is capable of generating and transmitting logistics data at all levels and producing routine program reports thereby eliminating the need for human intervention in mining data to enhance reporting accuracy.
- VI. Availability of a web-based LMIS system for reporting logistics activities from the peripheral sites to the program level
- VII. A supportive supply chain environment and system that will improve procurement activities particularly, minimizing losses and promote value driven purchases.

- VIII. Existence of warehouses at both federal and state levels that will provide the essential physical and climatic environments for the safe and secure storage of items.
- IX. Improved warehouse practices and procedures at all levels and improved warehouse conditions guaranteeing Good Storage and Distribution practices; availability of a Warehouse Management System that supports efficient transaction at all levels.
- X. Effective and efficient distribution system that can track product in transit up to the final destination
- XI. Effective and efficient distribution system that provides solutions to the peculiar difficult geography of the country
- XII. Availability of a team of competently trained logistics officers who would be able to implement the logistics system and ensure consistent product availability.
- XIII. A well functioning PSM coordination system to facilitate existence of enabling environment for the operation of a smooth supply chain.
- XIV. Availability of the following Routine reports on a regular basis:
  - a) Report on Quantifications and forecasts for each of the disease programmes
  - b) Supply plans with update reports upon forecast reviews
  - c) Monthly coordination reports (quarterly)
  - d) Monthly National Stock Status Reports

#### 6. Time Frame:

Twenty four months (24), renewable annually subject to performance

#### 7. Reporting:

- I. The service provider must furnish the UNDP Global Fund Programme Manager with the following documents; Overall action plan, quarterly planning documents, updates on the general progress of the implementation of the assignment and budget execution.
- II. Monthly Updates on major challenges and gaps, and suggested courses of action to overcome such challenges.
- III. Annual and final report with the key outputs realized and all developed documentation annexed, at the end of the assignment.
- IV. Any other requested information.

#### 8. Eligible applicants:

Qualified firms/Organizations fulfilling the following requirements are invited to express interest:

- Minimum of 10 years of combined experience in providing successful technical assistance directly related to SCMS and LMIS for pharmaceuticals and health products in the context of developing countries. Experience in commodities related to HIV/AIDS, TB and malaria is an advantage.
- Operational capacity to manage such projects in Sudan's context.
- Relevant experience in providing such services to international development agencies including UN agencies.
- Experience working with GFATM supported programmes is an advantage.
- Interested organizations must provide documentation indicating that they are qualified to perform these services.
- Organizations / firms and / or individual consultants who have, over the past five years, been associated or participated in the assessment, design or implementation of the logistics system for Global Fund sponsored commodities in Northern Sudan are not eligible and are advised not to participate in this tender.
- Consultants/firms can associate to brighten their chances.

## PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services to Strengthen the National Supply Chains for HIV/AIDS, TB and Malaria Programmes in Northern Sudan - for the UNDP – GFATM Project, North Sudan for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year 2010.

E. Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

## PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following page should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information in soft copy (CD Rom).

| Price Schedule:                    |                 |                 |                  |
|------------------------------------|-----------------|-----------------|------------------|
| Request for Proposals for Services |                 |                 |                  |
| Description of Activity/Item       | Number of Staff | F. Monthly Rate | Estimated Amount |
| 1. Remuneration                    |                 |                 |                  |
| 1.1 Services in Home office        |                 |                 |                  |
| 1.2 Services in Field              |                 |                 |                  |
| 2. Out of Pocket Expenses          |                 |                 |                  |
| 2.1 Travel                         |                 |                 |                  |
| 2.2 Per Diem Allowances            |                 |                 |                  |
| 2.3 Communications                 |                 |                 |                  |
| 2.4 Reproduction and Reports       |                 |                 |                  |
| 2.5 Equipment and other items      |                 |                 |                  |
|                                    |                 |                 |                  |

## ACKNOWLEDGEMENT LETTER

PLEASE TYPE OR PRINT THE INFORMATION REQUESTED AND RETURN WITHIN 10 DAYS AFTER RECEIPT OF THIS ITB VIA email to:

[pamela.odudoh@undp.org](mailto:pamela.odudoh@undp.org)

Date

Subject: RFP/KRT/GF/10/037: Provision of Services to Strengthen the National Supply Chains for HIV/AIDS, TB and Malaria Programmes in Northern Sudan

Dear Sir,

We the undersigned acknowledge receipt of your Request for Proposal dated .....for the Provision of Services to Strengthen the National Supply Chains for HIV/AIDS, TB and Malaria Programmes in Northern Sudan and hereby confirm that

a)  we intend

b)  we do not intend

to submit a bid/offer to the United Nations Development Programme by the deadline of .....

|                                                                |                                          |
|----------------------------------------------------------------|------------------------------------------|
| Name of our representative (s) designated for this engagement: | 1. ....<br>2. ....<br>3. ....<br>4. .... |
| Firm/Company's name (Tenderer/Offeror):                        |                                          |
| Address:<br>City:<br>State:<br>Zip:                            |                                          |
| Name of Authorized Representative:                             |                                          |
| Signature of Authorized Representative and Title:              |                                          |
| Telephone Number:<br>Fax Number:                               |                                          |
| Email address:                                                 |                                          |

## NOTA BENE

It is a must that interested bidders send their acknowledgment to ([pamela.odudoh@undp.org](mailto:pamela.odudoh@undp.org)) if they intend to participate in this bidding process. This is necessary to enable UNDP to respond to questions that might arise or to provide communications to bidders if necessary. Failure to do so may disqualify your company from further consideration.

PERFORMANCE SECURITY FORM

To: United Nations Development Programme (UNDP),  
UNDP Compound, House 7, Block 5, Gama'a Avenue,  
P.O. Box: 913, Khartoum, Sudan,  
Tel: +249 183 773 121/ 23/ 25  
Fax: +249 183 773 128

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. .... dated ....., to execute Professional Consulting services to Strengthen the National Supply Chains for HIV/AIDS, TB and Malaria Programmes in Northern Sudan.

(hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of guarantee] [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The guarantee shall be valid until a date 30 days from the date of issue of a satisfactory certificate of inspection and testing by the procuring UN entity.

SIGNATURE AND SEAL OF THE GUARANTOR

Date .....

Name of Bank .....

Address .....

Note:

Performance Security is 10% of the total contract amount to be provided in the form of Bank Guarantee.  
Performance Security will requested from the selected vendor only.