

## **INVITATION TO TENDER**

**Tender reference – DOH/01/05**

**For the Supply of Medicines and other Paramedical Items to the Health Department**

National Tender Board (NTB), P.O. Box 313, 2nd Floor, Liberty House, Victoria, Seychelles for and on behalf of the Department of Health - Ministry of Health and Social Services, P.O. Box 52, Mont Fleuri, Mahe, Seychelles invites tenders for supply of **Medicines and other paramedical Items** to the Health Department, for arrival in Mahe, Seychelles in bi-annual installment supplies in the year 2006.

Tender documents can be collected from National Tender Board, 2nd Floor, Liberty House, Victoria, Seychelles or they can be downloaded from the following urls;

**[www.virtualseychelles.sc](http://www.virtualseychelles.sc)**

**[www.moh.gov.sc](http://www.moh.gov.sc)**

Offers must be addressed to Secretary, National Tender Board Secretariat office, 2nd Floor, Liberty House, Victoria, Seychelles in sealed envelopes marked **“Supply of Medicines & Paramedical Items to the Department of Health”**, should be deposited in the Tender Box situated at National Tender Board Secretariat office, 2<sup>nd</sup> floor, Liberty House, Victoria, Seychelles by Wednesday 30<sup>th</sup> November 2005 up to 14.00 hours Seychelles time.

Submissions of offers by fax are at the option of the tenderer and subject to his/her own responsibility, risk and peril on the following fax number (+248) 226094, strictly from 13.00 hours Seychelles time Tuesday the 29<sup>th</sup> November 2005 to 13.00 hours Seychelles time Wednesday 30<sup>th</sup> November 2005 is also acceptable. Offers by fax received after the date and time as stipulated above will not be considered. Offers received through fax number other than the one stated above will also not be accepted.

**Tenders submitted by e-mail will not be accepted.**

Offers sent through courier must reach the NTB secretariat office, P.O. Box 313, 2<sup>nd</sup> Floor, Liberty House, Victoria, Mahe, Seychelles by the closing date and time as fixed and stipulated above.

All correspondence as well as supporting documents furnished must be in English.

**Late bids will not be accepted.**

## **INSTRUCTIONS TO BIDDERS**

### 1.0. Products – Medicines and Paramedical Items.

A comprehensive list of items / cum tender form which provide spaces for the price proposals, incoterms basis, place of determination of price, terms and conditions, and also the proposed contract documents may be obtained free of charge on the official Ministry of Health and Social Services official website at urls; [www.moh.gov.sc/](http://www.moh.gov.sc/) and [www.virtualseychelles.sc](http://www.virtualseychelles.sc)

Manufacturers of preference are listed in some cases, but the Health Department will also consider other acceptable brands, branded generics or from other reputable manufacturers.

### **Standards and quality assurance for Items**

- 1.1. All products must whereby applicable, such as medications:
- a. meet the requirements of manufacturing legislation and regulation of pharmaceuticals in the country of origin and the recipient country;
  - b. be certified by a competent authority in the manufacturer's country according to resolution WHO 28-65B, of the World Health Organisation "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Commerce".
  - c. must undergo strict raw material inspection, in process checks, appropriate material handling to eliminate cross contamination (of molecules) and final product testing to ensure quality and consistency of the products.  
Must have a certified Bioequivalence from a competent lab.
  - d. the Department reserves the right to request from the successful tenderer;  
certificates of quality assurance test results in conformity with the WHO Certification Scheme concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit and other tests as applicable to the product being supplied;
  - e. assay methodology of any or all tests.
  - f. evidence of bio-availability and/or bio-equivalence for certain critical pharmaceuticals.
  - g. Tenderers may bid for any number of items, not necessarily all the items. Offers in quantities lower than those stated in the item list (Annexure V) will not be considered.

### **Packaging and Labeling instructions:**

- 1.2.
  - a. The goods should be suitably packed in accordance with the Regulatory authorities of the Manufacturing country and the recipient country.
  - b. The goods should be clearly labeled including a package insert and instructions in English or French.
  - c. Date of Manufacture, batch number and Expiry date should be clearly visible on the product.

### **Qualifications of Tenderer /Manufacturer**

- 2.1.0 The tenderers must satisfy to the department that they confirm with the necessary legal and technical requirements and have the wherewithal to carry out the contract effectively.  
The tenderer shall also furnish a copy of license for the international distribution or supply of medicines and other medical items from the competent Authority of their resident country.
- 2.2.0 The tenderer should also ensure the manufacturer of products they are bidding for possess the legal and technical requirements and possess a valid GMP certificate and is pre-qualified by the World Health Organisation.
- 2.3.0 The suppliers / manufacturers should provide technical expertise, service and support on the use or administration of their products to the department of Health when the department requests for such assistance.
- 2.4.0 Delivery- Half of the total yearly requirement should be delivered every six months as described in the contract agreement (Annexure IV)
- 2.5.0 Shipment by sea should be made in a vessel that must be classed by IACS (International Association Classification Society) member.
- 2.6.0 Prices – Prices quoted should be on CIF Mahe, Seychelles or CIP Mahe, Seychelles (incoterms) or FCA from any of the following airports serviced by our national carrier Airs Seychelles.  
i.e.
  - a. Paris
  - b. Johannesburg
  - c. Singapore
  - d. Rome
  - e. Mauritius
  - f. Heathrow

based on payment being made by irrevocable L/C payable 90 days from the date of bill of lading or airway bill. Discounting charges or

interest charges for 90 days terms should be included in the price. L/C will be opened 21 days after receipt of Performance Bank Guarantee.

- 2.6.1 Price quoted could be in any of the following currencies. **USD, EUR, ZAR or GBP.**
- 2.6.2 Tenderer should indicate in the offer that the prices offered are firm and should be valid up to the 31<sup>st</sup> of December 2005.
- 2.6.3 Every tenderer would be required to submit in original, as per Annexure II, a Bid Bond in favour of the Department of health - Ministry of Health and Social Services for USD 5000 or the equivalent in currency of the bid, issued by a First Class International Bank of repute guaranteeing that the tenderer shall maintain the said offer during its validity period and shall enter into a contract, including the submission of a Performance Bank Guarantee within 15 days of the notification of acceptance of the said offer.

**Any offer without the Original Bid Bond will not be accepted.**

Bid Bond in original must be received by National Tender Board, P.O. Box 313, 2nd Floor, Liberty House, Victoria, Seychelles, by 28<sup>th</sup> November 2005 up to 14.00 hours Seychelles time.

Bid Bond should be also valid until the 31<sup>st</sup> December 2005.

Bid Bond shall be forfeited without any notice, demand or other legal process if a tenderer fails to comply with any of the conditions contained in the Bid Form.

- 2.6.4. Offers shall be made strictly in accordance with the Bid Form as per Annexure I. The Bid Form shall be signed by authorised signatory authorised to bind the tenderer. The Bid Form should be without any alteration, interlineations or erasure except as necessary to accord with the instructions issued by NTB/Dept. of Health
- 2.6.5. All offers should be accompanied by a detailed profile of the tenderer.
- 2.6.6. In case the tenderer is not a manufacturer of the product, then full details and particulars of the manufacturer / producer of the product being tendered should be enclosed as part of the bid. Along with the bid there should also be a consent letter from the manufacturer / producer of the product confirming that product being offered to the tenderer is as per specifications and that manufacturer / producer would be willing to supply the product to the tenderer as per conditions set out in this tender.

- 2.6.7. NTB would require the selected tenderer to submit a Performance Bank Guarantee as per format enclosed in Annexure III. The Performance Bank Guarantee will be subscribed and submitted to Department of Health within 15 days after notification of acceptance of its tender to the successful bidder. Value of the Performance Bank Guarantee would be of USD 10 % of the contract value awarded to the successful bidder.
- 2.6.8 Performance Bank guarantee should be issued by a First Class international bank of repute guaranteeing full and complete performance by the seller of the terms and conditions of the Agreement. Performance Bank Guarantee should remain valid until 2 months after the expiry of the last day of the delivery month stipulated in the agreement. Failure to submit the bank guarantee within the specified period will entail cancellation of Department of Health acceptance of the tender.
- 2.6.9. NTB shall use the exchange rates as published by Central Bank of Seychelles on the closing date of the tender to determine the Seychelles Rupees price of the various offers received for price evaluation.
- 2.7.0. NTB reserves the right
- (a) to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of the contract, without thereby incurring any liability to any bidder or any obligation to inform the bidders of the grounds for its action; and
  - (b) to award the tender in whole or in part or in respect of different products and does not bind itself to accept the lowest or any other tender nor will it assign any reason for the rejection of a tender
- 2.7.1. Contract Agreement – Unless and until a formal agreement as per Annexure IV is prepared and executed, the terms and conditions of the tender along with the written acceptance thereof by the selected tenderer shall constitute a binding contract between the selected tenderer and the Department of Health and shall be deemed to all intents and purposes to constitute the contract agreement. The violation of any condition in any manner whatsoever may lead to the termination of the Agreement.
- 2.7.2. Governing Laws – The proper law of this agreement is Seychelles Law and Seychelles Law will be used for interpreting the agreement and for resolving all claims or disputes arising out of or in connection with this agreement, its validity, interpretation and performances (whether based in contract in tort or on any legal doctrine).

## CONDITIONS OF CONTRACT

The products as mentioned in Instructions to Bidders have to be delivered as per following conditions.

1. Price – Prices quoted should be on CIF Mahe, Seychelles or CIP Mahe, Seychelles(incoterms) or FCA from any of the following airports serviced by our national carrier Air Seychelles. i.e. ;
  - a. Paris
  - b. Johannesburg
  - c. Singapore
  - d. Rome
  - e. Mauritius
  - f. Heathrow

Prices quoted could be in any of the following currencies. **USD, EUR, ZAR, or GBP.**

2. Certificate of origin shall be provided by the supplier indicating the country in which the product has been produced.
3. Payment terms – Payment will be by irrevocable revolving letter of credit opened by any bank in Seychelles and payment will be made 90 days from the date of bill of lading or airway bill. L/C will be opened 21 days after receipt of Performance Bank Guarantee. Following documents would need to be presented to enable the tenderer to negotiate the letter of credit.
  - (a) Commercial invoice in triplicate
  - (b) Full set of clean shipped on board ocean bills of lading with 3 originals and 3 non-negotiable copies.  
Bill of lading or airway bill to state freight pre paid or FCA and other appropriate documents.
  - (c) Packing Lists
  - (d) Certificates Quality or AnalysisDiscounting charges or interest charges for 90 days terms should be included in the price.
4. Delivery Schedule –The first agreed installment of Items should arrive in Mahe, Seychelles not later than the 31<sup>st</sup> March 2006 and the second installment not later than the 30<sup>th</sup> September 2006.
5. Certificates of analysis, origin and quality should be submitted in respect of each consignment by an internationally accredited and

recognised inspection agency or by a buyer's representative appointed by the buyer and paid by supplier.

6. Department of Health would require the selected tenderer to submit a Performance Bank Guarantee as per format enclosed in Annexure III. The Performance Bank Guarantee will be subscribed and submitted to Department of Health within 15 days after notification of acceptance of his tender to the successful bidder. Value of the Performance Bank Guarantee would be 10 % (ten percent) of the contract value awarded to the successful bidder. Performance Bank guarantee should be issued by a First Class international bank of repute guaranteeing full and complete performance by the supplier of the terms and conditions of the Agreement. Performance Bank Guarantee should remain valid until 2 months after the expiry of the last day of the delivery month stipulated

in the agreement. Failure to submit the bank guarantee within the specified period will entail cancellation of Dept of health's acceptance of the tender. The giving by the Dept of health of any extension of time to the tenderer for the performing of the said tender agreement or anything therein mentioned or any other forgiveness or forbearance on the part of Dept of Health to the tenderer shall not in any way release the (name of the Commercial Bank) from its liability under this guarantee.

7. Contract Agreement – Unless and until a formal agreement as per Annexure IV is prepared and executed, the terms and conditions of the tender along with the written acceptance thereof by the selected tenderer shall constitute a binding contract between the selected tenderer and Department of Health – Ministry of Health and Social Services and shall be deemed to all intents and purposes to constitute the contract agreement. The violation of any condition in any manner whatsoever may lead to the termination of the Agreement.
8. Termination of Agreement – If the supplier fails to perform all or any of its obligations thirty (30) days after having been notified by the Department of health of the same and requested to remedy such failure, the Dept. of Health may terminate this agreement automatically and as of right.  
Upon notice of termination, the supplier shall take immediate steps to bring any order already agreed upon to a close in a prompt and orderly manner and shall not undertake any forward commitment from the date of receipt of termination.  
In the event of termination of the agreement, no payment shall be due from the Department of health to the supplier except for the shipment effected prior to termination of agreement.

9. Disputes, settlement and enforcement – If a party to this agreement considers that the other party fails to carry out its obligations or specific commitments, the parties shall attempt to resolve the dispute in the following manner:
  - (a) Inform the other party in writing on the facts of the matter on which the dispute arose, within 14 days
  - (b) Should the exchange of information not resolve the dispute, then the parties shall convene a meeting within 30 days notice and
  - (c) Should the meeting not resolve the dispute then the aggrieved party shall reserve the right to take legal action against the defaulting party
10. Governing Laws – The proper law of this agreement is Seychelles Law and Seychelles Law will be used for interpreting the agreement and for resolving all claims or disputes arising out of or in connection with this agreement, its validity, interpretation and performances (whether based in contract in tort or on any legal doctrine).

Annexure I

**Bid Form**

Date:

Secretary  
National Tender Board  
On behalf of the Department of Health, Ministry of health & Social Services  
P.O. Box 313  
2nd Floor, Liberty House  
Victoria  
Seychelles

Dear Sir/Madam

We have examined and studied the tender document - Tender reference – DOH/01/05 for the supply of Medicines and Paramedical items. We, the undersigned hereunder agree to offer and deliver the above mentioned products as is stated in the tender document, item list and agreement as may be ascertained in accordance with the schedule of price quoted herewith and made part of this bid.

Product : Medicines and Paramedical items

Specifications : As stated in the item list (Annexure V) – DOH/01/05 in the Instructions to Bidders of Tender Document

Quantity : As per yearly requirement stated on the item list. (Annexure V)

Currency :

Prices quoted could be in any of the following currencies. USD, EURO, ZAR, or GBP, Seychelles basis based on payment terms as stated in Instructions to Bidders of Tender document.

We hereby undertake, if our bid is accepted, to deliver the goods as per Conditions of Contract of the tender document bearing Tender reference – DOH/01/05. We also attach herewith the original Bid Bond. If our bid is accepted, we will furnish to the Department of health a Performance Bank Guarantee, as per format prescribed in Annexure III of the tender document, for the value of USD 5000.00 or the equivalent in currency of the bid, issued by a First Class international bank of repute guaranteeing full and complete performance of the contract.

We hereby agree to abide by this bid up to the 31<sup>st</sup> December 2005 and it shall remain binding upon us at anytime before expiring of that period.

Until a formal contract is prepared and executed, this bid, together with your notification of award and our written acceptance thereof and, shall constitute a binding contract between us.

We understand that you reserve the right to:

- (a) to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of the contract, without thereby incurring any liability to any bidder or any obligation to inform the bidders of the grounds for its action: and
- (b) to award the tender in whole or in part or in respect of different products and does not bind itself to accept the lowest or any other tender nor will it assign any reason for the rejection of a tender

Date this.....day of.....2005  
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Name Signature In the capacity of  
Name of Company  
Full address  
Telephone no  
Fax no  
Email address

Annexure II

**PROFORMA OF BID BOND**

KNOW ALL MEN by these presents that we .....whose registered office is at .....(hereinafter called "The Surety") are held and firmly bound unto the Department of Health, Ministry of Health and Social Services (hereinafter called "The Purchaser") in the sum of .....for the payment of which sum we bind ourselves our successors and assigns jointly and in solido by the presents.

WHEREAS ..... whose registered office is at .....(hereinafter called "The Tenderer"), has, by a Tender bearing reference – DOH/01/05 (hereinafter called the "said Tender") made to the Purchaser, offered to enter into contract for the supply of Medicines and paramedical items with specifications as therein mentioned and has undertaken to enter into a Performance Bond for due performance of the contract should the said Tender be accepted by the Purchaser.

NOW THE CONDITION of this bond is such that if the Tenderer shall maintain the said Tender and shall enter into a contract, including the submission of a Performance Bond for the due performance of the Contract within ten days of the date of notification of acceptance of the said Tender by the Purchaser, then this obligation shall be null and void but otherwise shall remain in full force and effect up to and including 31<sup>st</sup> December, 2005.

We agree and undertake, in the event of the tenderer's failure to perform all or any of its obligation under the said tender documents to pay to Department of health forthwith on its first demand and notwithstanding any dispute between it and the tenderer the full amount of the Bond as may be demanded by the Department of health from us subject to the condition that our liability under this guarantee shall not exceed the aggregate amount of US Dollars 5,000.

A Certificate from Department of Health conveyed to us by letter that the tenderer has failed to perform any of his aforesaid obligations shall be final, conclusive and binding on us, both as regards the factum of breach on the part of the tenderer and the quantum of the amount claimed from us hereunder.

This Tender Bond shall remain valid up to 31<sup>th</sup> December 2005, i.e. 5 weeks from the closing date fixed for receipt of the Tenders.

Dated at ..... This .....day of.....

\* Good for the sum of .....

Signature .....

Bank .....

\* To be in the handwriting of the person/s authorised to sign for the Bank.

Annexure III

**PROFORMA OF PERFORMANCE BANK GUARANTEE**

In consideration of the Agreement entered into between the Department of Health – Ministry of Health and Social Services, Seychelles, hereinafter called “the Buyer” and

..... (name of supplier)  
whose registered office is at .....

.....  
hereinafter called “the Seller”, in accordance with correspondence exchanged between Buyer and Seller for the supply of medicines and paramedical items as per Tender reference – DOH/01/05 for delivery in Seychelles as stipulated in the agreement ( Annexure IV)

We, .....  
(name of commercial bank)  
whose registered office is at

.....  
are held firmly bound jointly and in solido with the supplier unto the Department of Health in the principal sum of US Dollars .....\* representing 10% (ten percent) of the contracted value.

\* To be in the handwriting of the person authorized to sign for the bank.  
for which payment well and truly to be made we bind ourselves firmly by these presents.

The condition of the above obligation being that should the said Seller fulfill his obligations under the said Agreement, then the above obligation to be null and void, otherwise shall be and remain in full force and effect.

We agree and undertake, in the event of the Seller’s failure to perform all or any of the Seller’s obligation under the said Agreement, to pay the Buyer forthwith on the Buyer’s first demand and notwithstanding any dispute between the Buyer and the Seller such sums of money as may be demanded by the Buyer from us subject to the condition that our liability under this guarantee shall not exceed the aggregate amount of ..... (.....)

A Certificate from the Buyer conveyed to us by letter that the Seller has failed to perform any of his aforesaid obligations shall be final, conclusive and binding on us, both as regards the factum of breach of contract on the part of the Seller and the quantum of the amount claimed from us hereunder.

We ..... undertake not  
(name of bank)

2.

to revoke or vary this agreement, undertaking and guarantee during its currency without the consent in writing of the Buyer.

We ..... further agree  
(name of bank)

that the Buyer shall be at liberty without affecting in any manner our obligation hereunder to vary with the concurrence of the Seller, any of the terms and conditions of the said Agreement and/or to forbear from enforcing any of the terms and conditions relating to the said Agreement, and we .....  
(name of bank)

shall not be released from our liability under this instrument by reason of any such variation or forbearance and/or omission on the part of the Buyer, or any indulgence shown by Buyer to Seller or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from liability under this instrument.

The Performance Bank Guarantee shall remain valid from the date of its signature until two full months after the expiry of the last date of delivery month stipulated in the Agreement.

\* Good for the sum of

.....

For and on behalf of

.....

(name of bank)

Signature: .....

Dated this: .....

\* To be in handwriting of the person authorized to sign for the bank.

Annexure IV  
**FORM OF AGREEMENT**

THIS AGREEMENT made in two originals the ..... Day of ..... between Department of Health – Ministry of Health and Social Services (hereinafter called the “DOH”) on the part and WHEREAS the DOH is desirous that Medicines and Paramedical Items as described in the tender document bearing Tender reference – DOH/01/05 issued by the national Tender Board (NTB) be provided by the Supplier and has accepted a bid by the Supplier for the supply of the Medicines and Paramedical Items at the price defined in the tender document and in the Suppliers’ offer (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document referred to.
2. The DOH agrees to purchase from the Supplier and the Supplier agrees to supply the DOH during period **January 2006 to December 2006**, the products as follows:

Medicines and Paramedical Items as described in the Tender reference – Annexure V of DOH/01/05 Instructions to Bidders of Tender Document  
Quantities: Two equal bi-annual shipments representing exactly half each of the total quantities as mentioned in Annexure V of DOH/01/05 Instructions to Bidders of Tender Documents.

Country of Manufacture: As stated in the Tender reference – DOH/01/05 Instructions to Bidders of Tender Document

Currency: As stated in the Tender reference – DOH/01/05 Instructions to Bidders of Tender Document

Price: The prices for the items mentioned are calculated on the CIF Seychelles (Incoterms) basis unless otherwise stated. As regards the place of determination of any FCA prices, at such named places amongst the various international airports serviced by Air Seychelles.

Shelf lives: The shelf lives for the items above mentioned will be twenty-four months unless otherwise stated in Enclosure A.

Labeling: All labeling, descriptions and instructions of materials supplied will be either English or French.

3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) tender document bearing Tender reference – DOH/01/05 issued by NTB on .....
  - (b) the Product Specifications as in Instruction to Bidders document;
  - (c) the DOH’s letter of Intent dated ..... and the letter of acceptance of the Supplier dated .....

- (d) the DOH's Notification of Award dated ..... and the letter of acceptance of the Supplier dated .....
- (e) any additional correspondence, In writing, the above; and
- (f) the Performance Bank Guarantee issued by ....., a commercial bank registered and operating in ..... on behalf of the Supplier, for the sum of 10% of the contract value awarded

4. In consideration of the payments to be made by the DOH to the Supplier as agreed, the Supplier hereby covenants with the DOH to provide the Medicines and Paramedical Items in conformity in all respects with the provisions of the tender document of the Contract.
5. The DOH hereby covenants to pay the Supplier in consideration of the supply of the Medicines and Paramedical Items, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws in force in Seychelles.

**Signed, Sealed and Delivered by the said**

..... (for the DOH)

In the presence of .....

**Signed, Sealed and Delivered by the said**

..... (For the Supplier)

In the presence of .....

