The Global Fund
To Fight AIDS, Tuberculosis and Malaria

Issue Date: 19 July 2016

Closing Date: 16 August 2016, 5:00 pm Geneva time

Subject: REQUEST FOR INFORMATION: RFI-TGF 16-082: Artemisinin market

The Global Fund to Fight AIDS, Tuberculosis and Malaria invites all manufacturers of artemisinin-containing finished pharmaceutical products (FPP); active pharmaceutical ingredient (API) manufacturers of artemisinin derivatives; and artemisinin manufacturers to submit information on the artemisinin market as part of the Global Fund's development of its Procurement Strategy for Antimalarial Medicines.

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1. Objective, scope and target audience

- Through this Request for Information ("RFI"), the Global Fund to Fight AIDS, Tuberculosis and Malaria (the "Global Fund") invites manufacturers of artemisinin-containing finished pharmaceutical products (FPP); active pharmaceutical ingredient (API) manufacturers of artemisinin derivatives; and artemisinin manufacturers to submit information on the artemisinin market as part of the Global Fund's development of its Procurement Strategy for Antimalarial Medicines (the Procurement Strategy).
- Soon after completion of the Procurement Strategy, the Global Fund intends to issue a Request for Proposals (RFP) to invite potential suppliers to submit proposals to supply Antimalarial Medicines including Artemisinin Combination Therapies (ACTs) recommended by the World Health Organisation to recipients of Global Fund funding, including through the Pooled Procurement Mechanism (PPM) and the Private Sector Co-payment Mechanism for ACTs (CPM).

2. Background: The Global Fund and Procurement of Health Products

- The Global Fund to Fight AIDS, Tuberculosis and Malaria was established by international instrument in 2002 to fight the three diseases through partnerships involving governments, civil society, the private sector, and people affected by the diseases. The Global Fund supports programs implemented by "principal recipients" in low and middle income countries across the world.
- Progress has been significant and by December 2015, 17 million lives have been saved, 8.1 million people are under treatment for HIV, 13.2 million have received treatment for Tuberculosis and 548 million insecticide treated mosquito nets have been distributed. Further details of the Global Fund's mandate, programmes and impact are available from the Resource Library at http://www.theglobalfund.org/.
- As a financing institution, largely funded by world governments and private donations, the Global Fund annually disburses grants up to $4 billion, of which an estimated 50% is for the procurement of pharmaceuticals and other health products.
- The Global Fund is a performance-based financing institution and has always had an ethos of continuous improvement. It was recognised in 2009 that further benefits could be accrued if the procurement of pharmaceuticals and other health products was centralised to assist countries with less capacity and to maximise the benefits of economies of scale.
- Initially called the Voluntary Pooled Procurement (VPP), this facility was strengthened and renamed the Pooled Procurement Mechanism (PPM) in 2013. The PPM currently procures pharmaceuticals and other health products for 60 countries with a spend of $1.2 billion, representing about 60% of the Global Fund's spend on pharmaceuticals and other health products.
- In 2013, the Global Fund took the strategic decision to improve its purchasing effectiveness through more active engagement with the supply base and the establishment of direct supplier relationships.
- This has resulted to date in the development of Procurement Strategies, followed by the launch of Requests for Proposals, and the subsequent establishement of Framework Agreements with successful suppliers for a number of product groups:
    - Long Lasing Insectidial Nets (LLINs) in 2013 and 2015
    - Artemisinin Combination Therapies (ACTs) in 2014
    - Antiretroviral Medicines (ARVs) in 2015
    - Viral Load Technologies in 2014
- The approach has been successful: behind the headline annual savings of $500 million and an increase in on time delivery from 53% to over 80%, there have been also significant advances in de-risking of the manufacturing supply chain and encouraging innovation.

- In 2016, a Procurement Strategy for Antimalarial Medicines (including ACTs) is being developed that is expected to result in a Request for Proposals for the supply of Antimalarial Medicines later in 2016 for implementation from the beginning of 2017.

3. Compliance requirements

- This RFI and any possible subsequent RFP will be conducted in line with the Global Fund's Procurement Regulations (2015, as amended from time to time), which may be found at http://www.theglobalfund.org/en/business/. The following documents are therefore integral parts of this RFI:
    - The Global Fund Solicitation Rules (2015, as amended from time to time), which may be found at: http://www.theglobalfund.org/en/business/, provided that in case there is any conflict between the special provisions of this RFI and the Global Fund Solicitation Rules, the special conditions of this RFI shall govern;
    - The Policy on Ethics and Conflict of Interest for Global Fund Institutions (2002, as amended from time to time), which may be found at: http://www.theglobalfund.org/en/governance/;
    - The Code of Conduct for Suppliers (2009, as amended from time to time), which may be found at: http://www.theglobalfund.org/en/governance/;
    - The Sanctions Panel Procedures Relating to the Code of Conduct for Suppliers (2014, as amended from time to time), which may be found at: http://www.theglobalfund.org/en/governance/.
- Submitting a response , if applicable, related to this RFI and any possible subsequent RFP constitutes an acceptance of the Global Fund Terms and Conditions of Purchase of Services (which may be found at: http://www.theglobalfund.org/en/business/) and of the terms of each of the above-mentioned documents, and the Global Fund reserves the right to reject the proposal of any entity or individual, as the case may be, that fails or refuses to comply with, or accept, such terms.
- The Global Fund is committed to raising business standards across its entire supply base. As part of this approach, suppliers are expected to ensure and maintain the due diligence and international standards in business conduct, conditions of employment, health and safety and environmental matters across their supply base (production sites; contractors and sub-contractors). By taking part in any future RFP, bidders will agree to support this process and will implement an improvement program should any issues be identified that require action.
- This RFI shall not be construed as a contract or a commitment of any kind. This RFI in no way obligates the Global Fund to issue a subsequent RFP, to award a contract, nor does it commit the Global Fund to pay any cost incurred in the preparation and submission of the proposal(s). Participation in this RFI is subject to the terms and conditions contained herein.
- The Global Fund will be under no obligation to reveal, or discuss with any respondents, how a proposal was assessed, or to provide any other information relative to the qualification process. Respondents whose proposals are not qualified will be notified in writing of this fact, and shall have no claim whatsoever for any kind of compensation.
- By participating in this process, respondents agree to the legal terms and conditions set forth herein, as further described in Section 6.
- Only FPP manufacturers with products in compliance or that intend to be in compliance with the Global Fund Quality Assurance Policy on Pharmaceuticals are eligible to participate in this request for information (http://www.theglobalfund.org/en/healthproducts/qualityassurance/pharmaceutical/). All products must ultimately comply with those requirements to be eligible for procurement.

4. Instructions for submission

- The Request for Information has been organized with a separate Excel file template in which the response should be submitted (Schedule B). The majority of the responses is made within the templates.
- Schedule B has 4 sections for the different respondents plus an appendix detailing abbreviations. All sections are provided for transparency purposes; respondents should only complete their applicable section based on whether they are a manufacturer of artemisinin-containing finished pharmaceutical products (FPP); an active pharmaceutical ingredient (API) manufacturer of artemisinin derivatives; or an artemisinin extractor or semi-synthetic producer.
- Where needed, the comments boxes related to each sub-section should be used to articulate anything that cannot be answered fully in the presented format.
- Relevant supporting information can be submitted in electronic format providing a clear reference is made in the Schedule B (Excel file).
- Proposals must include a completed Officer's Certificate of Conformance and Acknowledgement in the form contained in Schedule A. Completion of the certificate of conformance and acknowledgment will be a representation and warranty by the respondent that they comply with each of the provisions of this RFI, including Section 6.
- The Global Fund recognises that some of the information requested may be sensitive and the respondent may select to execute a confidentiality agreement in the form attached at Schedule C.
- The response is to be submitted in the following formats to support analysis and conformity. Please ensure that submitted copies are legible.
    - Schedule A: Pdf format
    - Schedule B: Excel format and a signed copy of the submission in pdf format
    - Schedule C: Pdf format
- All proposals must be submitted in English.
- If a submitted proposal does not fully respond to all of the questions contained in the templates, the Global Fund will take such non-responsiveness into consideration when evaluating that proposal as it deems appropriate.
- Should the Global Fund decide to proceed with an RFP process, it reserves the right to base selection of suppliers for the RFP process on receipt of a response to this RFI.
- Process timeline:

  Proposals must be submitted by the deadline shown below, with all times based on the local time in Geneva, Switzerland:

Activity	**Who**	**Date**
Request for information (RFI) issued	Global Fund	19 July 2016, 5:00 pm
Clarification questions submitted	Suppliers	26 July 2016, 5:00 pm
Questions and Answers published on Global Fund website for all respondents	Global Fund	29 July 2016, 5:00 pm
Electronic submission of RFI response	Suppliers	16 August 2016, 5:00 pm

5. Communications during RFI

This RFP process is being managed electronically, and respondents are required to submit their proposals in the following URL for Sourcing Application: https://access.theglobalfund.org/.

- **How to access the RFI details**
  Click on below URL and download the RFI pdf to view the details (*Navigation: Click on Details against the RFI> Click on the PDF File link in Document*):
  RFI Details

- **Supplier Login Ids & Password for TGF Sourcing Application**
  - Please check if you received a system generated email from TGF with your login id, password and link to the application
  - If you have not received such email, please send an email to TGF as below:

TO	solicitation@theglobalfund.org
SUBJECT	Request for login user id creation in TGF Sourcing/ iSupplier portal - ***<Put your organization name>***
EMAIL BODY	**Subject**: Request for login user id creation in TGF Sourcing/ iSupplier portal **Purpose**: To respond to the TGF RFQ Number <Quote the **RFI number** obtained from first step> **Supplier name**: <Enter your organization name> **Contact person name**: <Last Name, First Name> **Title**: <Mr./ Mrs./ Ms./ Dr.> **Email**: <email id> **Phone**: <phone> **Address**: <Address line 1; Address line 2; Address line 3; City; Postal code; Country>

- **What is the URL of the TGF Sourcing Application**
  Click on below URL to submit your response to TGF RFIs & RFQs
  Link to TGF Sourcing Application

- **How to submit response to TGF RFI on TGF Sourcing Application**
  Please refer to below quick reference guide (QRG) giving step by step instructions to submit your response to a TGF RFI.

  QRG- RFI-TGF Sourcing Suppliers Q

- **How to submit queries related to the TGF RFIs**
  Any queries related to the TGF RFI should only be submitted in the TGF Sourcing Application using the 'Online Discussions' feature. **No email queries related to the RFI will be entertained.** The queries need to be send within the stipulated date as

specified in the RFI. The details of how to use 'Online Discussions' feature is explained in the QRG given in previous step.

Any communication between a respondent and the Global Fund regarding this RFI, made between the issue date of the RFI and the closing date of this RFI, which is not through the channel designated above, will invalidate the respondent's proposal to this RFI.

6. Legal matters

By submitting a response to this RFI, the respondent agrees to the following:

- The Global Fund makes no offer of a contract by posting this RFI, and there is no legal agreement or relationship, whether in contract (express, implied or collateral) or tort, created by this RFI process between the Global Fund and any respondent.
- The Global Fund expressly reserves the right to amend, withdraw, or cancel this RFI process, and to reject any or all responses, at any time and for any reason, without liability or penalty to any party.
- There are no arrangements or understandings between any respondent and the Global Fund with respect to this RFI other than as set forth herein.
- Any dispute, controversy, claim, or issue arising out of this RFI or surrounding this process or any other matter relating to procurement of antimalarial medicines with Global Fund resources, including grant funds, shall be finally settled by arbitration conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL). The number of arbitrators shall be three, the place of arbitration shall be Geneva, Switzerland, and the language used at the arbitration shall be English.
- The investigative, decision-making, and sanctions policies and processes of the Global Fund, including the activities of its Inspector General, the Global Fund's Code of Conduct for Suppliers, and consideration of any findings of fraud or abuse by the Global Fund Sanctions Panel, should the Global Fund in its sole discretion choose to refer the matter to the Sanctions Panel, can and will apply to (i) this RFI, (ii) any subsequent RFP and (iii) any other matter relating to the procurement of antimalarial medicines with Global Fund resources, and these processes may include, without limitation, public disclosure at the Global Fund's full discretion of any findings and/or decisions.
- The Global Fund has full discretion to investigate any potential fraud or abuse, whether occurring in the past, present or future, associated with the procurement of antimalarial medicines with Global Fund resources, and the Global Fund at its full discretion may publish the findings of such investigations.
- Nothing contained in this RFI may be construed as a waiver, express or implied, of the privileges and immunities enjoyed by the Global Fund.

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SCHEDULE A: OFFICER'S CERTIFICATE OF CONFORMANCE AND ACKNOWLEDGEMENT

Instructions: Respondents are required to complete this Certificate as part of their proposal, and to return a version of this Certificate in PDF format as part of their proposal submission ***signed*** *by an Officer of their organization with the ability to legally obligate the respondent.*

As a duly authorized Officer of the organization listed below, I confirm, acknowledge, and agree, on behalf of that organization, that:

1. To my knowledge, there are no contractual or legal issues preventing the organization from submitting the information it submits in connection with the RFI TGF-16-082.
2. I have read and understand, and the organization will comply with: (i) the Global Fund's Code of Conduct for Suppliers (2009, as amended from time to time), and (ii) the terms contained in the RFI TGF-16-082, including Section on Legal Matters.
3. The organization is financially sound and is not subject to any activity, either initiated by itself or by any other organization (including, but not limited to, a change of ownership), that may materially affect its ability to provide accurate information about the products included in its RFI submission.

If your organization has any reservations, clarifications, or other descriptive information in connection with this Certificate, you may provide that information in the box below, or, as necessary, on additional pages, and submit that supplemental information as part of the signed version of this Certificate. Please note that non-compliance with any of the provisions of this Certificate will be taken into account in the Global Fund's evaluation of your organization's RFI TGF-16-082 submission.

Signature of Official / Authorized Signatory

Name _____

Title _____

Date _____

Organization _____

SCHEDULE B: Response Template

Instructions: Please provide your answers in the excel attachment Schedule B. Please tick yes / no as appropriate and provide further information as required in the Comments columns. You can reference to any attachments you provide here too.

Please answer all questions as fully as you can and submit a signed copy of the submission in pdf format in addition to the excel attachment.

SCHEDULE C: FORM OF CONFIDENTIALITY AGREEMENT
Not Mandatory

This Confidentiality Agreement (the "**Agreement**") entered into as of.....(the "**Effective Date**") is made by and between the Global Fund to Fight AIDS, Tuberculosis and Malaria, Chemin de Blandonnet 8, 1214 Vernier, Geneva, Switzerland (the "**Global Fund**") and..... (collectively the "**Parties**").

The Parties intend to provide certain confidential information to each other in connection with a potential transaction relating to the artemisinin market, as further described in Global Fund Request for Information No. TGF-16-082 (the "**Purpose**").

In this Agreement, the term "**Disclosing Party**" means the party that is providing Confidential Information, and the term "**Receiving Party**" means the party that is receiving Confidential Information.

In consideration of the Parties' sharing of Confidential Information (as defined in Section 1 below), and as a condition to such disclosure, the Parties agree to the following terms and conditions as specified below which shall be effective from the Effective Date.

1. In this Agreement, the term "**Confidential Information**" means any information disclosed by a Disclosing Party to a Receiving Party, either directly or indirectly, which is not generally available to the public. The fact that such information has been delivered to the Receiving Party is also considered Confidential Information. Confidential Information includes not only written information, but also information transferred orally, visually, electronically or by any other means. Information will not be considered Confidential Information if the Receiving Party can prove that:
    a. it already lawfully possesses the information,
    b. the information is lawfully made available to the Receiving Party by a third party that is under no obligation of confidentiality to the Disclosing Party,
    c. it developed the information independently, or
    d. the information is, or becomes, publicly available other than as a result of any action of the Receiving Party.
2. The Parties shall keep Confidential Information secret and confidential and shall not disclose it to any person except, on a need-to-know basis, to a limited group of their own, and their affiliates', directors, officers or employees, outside professional advisors, and auditors. Each party assures that each individual to whom Confidential Information is being disclosed or made accessible according to the stipulations above is contractually and/or legally bound to hold such information in strict confidence.
3. The Receiving Party may disclose Confidential Information where disclosure has been ordered to be made as a result of a subpoena or other binding request from any competent judicial, administrative, legislative, or regulatory authority or body. In such an event the Receiving Party shall as far as reasonably possible provide the Disclosing Party with prior notice without undue delay so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement for the limited purpose of the required disclosure.
4. The Parties agree that, if the Purpose does not proceed or negotiations terminate for any reason, each will, unless otherwise requested by the other party or required by any applicable law, regulation, subpoena, or order from any competent judicial, administrative, legislative or regulatory authority or body, immediately return or, at the direction of the Disclosing Party, destroy all tangible documents and any copies and extracts made thereof and, to the extent feasible with reasonable effort, delete all electronically saved confidential information.
5. Nothing in this Agreement shall impose any obligation upon the Parties to enter into any negotiations or further agreement or to cooperate exclusively with respect to the Purpose.

6. The Parties acknowledge that this Agreement sets out the entire agreement and understanding between them in relation to the subject matter hereof and that it supersedes all previous agreements, arrangements and understandings between the Parties with regard hereto.

7. This Agreement covers all Confidential Information being exchanged on and after its Effective Date in connection with the Purpose and shall remain in effect for a period of three years from this day on irrespective of entering into any agreement in connection with the Purpose or its termination.

8. Nothing in this Agreement will create a relationship of partnership, agency, or joint venture between the Parties. Neither Party is authorized to act, or make any statement, representation, or warranty on behalf of the other Party.

9. Nothing contained in this Agreement will be construed as a waiver, express or implied, of the privileges and immunities accorded to the Global Fund under (i) international law, including international customary law, any international conventions, treaties or agreements, (ii) any national laws including but not limited to the United States of America's International Organizations Immunities Act (22 United States Code 288), or (iii) under the Headquarters Agreement between the Global Fund and the Swiss Federal Council dated 13 December 2004.

10. All disputes that cannot be resolved amicably by the Parties shall be finally settled by arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force from time to time. There shall be three arbitrators. The appointment authority for such arbitrators shall be the International Chamber of Commerce International Court of Arbitration. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitral proceedings shall be English. The Parties agree that the arbitration award rendered in accordance with such arbitration shall be final and binding.

[*Signatures Follow*.]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Confidentiality Agreement to be duly executed and delivered by a duly authorized officer as of the Effective Date.

[Name of Disclosing Party]

By: _____

Name: _____
Title: _____

THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA

By: _____

Name: _____
Title: _____

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