



**REPUBLIC OF TUNISIA
NATIONAL ANTI-DOPING AGENCY**

INTERNATIONAL CALL FOR TENDERS

No. 01/2022

**ATHLETES' BIOLOGICAL SAMPLES ANTIDOPING
ANALYSIS AND RELATED SERVICES**

Marché Cadre

for one year renewable twice

Service Specifications

TERMS OF REFERENCE



**PARTICULAR ADMINISTRATIVE
SPECIFICATIONS**



ARTICLE 1: Object of the Call for Tenders

Through this Call for Tenders, the National Anti-Doping Agency ANAD Tunisia intends to:

- carry out analyses on athletes' biological samples collected during the contractual period, corresponding to the analyses and related services indicated below, in compliance with the International Standards applicable to any laboratory accredited by the World Anti-Doping Agency (WADA); including the International Standard for Laboratories (SIL) and,
- afford the services of WADA-approved APMU (Athlete Biological Passport Management Unit) for both steroidal and hematological modules.

Batch	Items	Services	Minimum quantity/contract year	Maximum quantity/contract year
A (urine samples)	A1	Standard analysis of urine sampled in competition	70	120
	A2	Standard analysis of urine sampled out of competition	100	180
	A3	GC-IRMS Specialized analysis of urine sampled in or out of competition	1	10
	A4	Boldenone GC-IRMS Specialized analysis of urine sampled in or out of competition	1	5
	A5	ESAs (EPO: Erythropoietin) specific analysis of urine sampled in or out of competition	25	50
	A6	GHRFs (Growth Hormone Releasing Factors) specific analysis of urine sampled in or out of competition	25	50
	A7	Long-term storage of urine samples taken in or out of competition for re-analysis (up to 10 years after initial analysis)	5	25
B (blood samples)	B1	Growth Hormone (GH) Biomarkers Specific Analysis of blood sampled in or out of Competition	20	40
	B2	Analysis of Athlete Biological Passport (ABP) of blood sampled in or out of competition	30	60
C (Interpretation services)	C1	Longitudinal interpretations by a WADA-approved APMU for steroidal (on urine samples) and	150	450



		hematologic (on blood samples) modules.		
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Bidders may participate in one, two or three batches, but must participate/submit in the different items of the batch.

ARTICLE 2: Duration, scope and references of the *Marché cadre*:

The *Marché cadre* is concluded for one year, renewable twice by tacit reconduction, unless otherwise notified in advance by registered letter, ninety (90) days before the expiry of the contractual periods, considering exclusively the post mark date.

All the services apply to the samples collected during the period of the Contract.

Applicants should comply with the World Anti-Doping Code, International Standards, applicable Guidelines and all appendices.

ARTICLE 3: Applicants Eligible to Participate

Are eligible to participate at this Call for Tenders the various suppliers recognized by WADA at the submission date as follows:

For Batch A analyses and services:

Laboratories eligible to participate at this Call for tenders must be:

- WADA-accredited for urine samples analysis
- able to provide the requested analytical services within the applicable deadlines at the price of their offer.

For batch B analyses:

Laboratories eligible to participate at this Call for tenders must:

- be WADA-accredited for blood analysis
- be able to provide the requested analytical services within the applicable deadlines
- meet the transportation criteria for blood samples as detailed in Article 9 of this Call for Tenders Technical Specifications.

For Batch C services:

All WADA-approved Athlete Passport Management Units (APMU) may submit.

The authoritative list of WADA-accredited laboratories is the one available on WADA website at the date/time of this Call for Tenders launch.

The authoritative list of WADA-approved Athlete Passport Management Units is the one



available on WADA website at the date/time of this Call for Tenders launch.

ARTICLE 4: Tenders' presentation

Financial and technical offers must be submitted exclusively and obligatorily through the online public e-procurement system TUNEPS through the following address: www.tuneps.tn

To this end, and in order to participate at this Call for Tenders, tenderers must be registered at the TUNEPS online public e-procurement system and must be in possession of an electronic certificate issued by the National Agency for Electronic Certification «ANCE» to safely connect to the system.

If TUNEPS system maximum capacity is exceeded, bidders may submit a part of the tender documents offline, which must be specified in their electronic submission with the list of documents submitted offline (according to the materialized procedure).

In case of discrepancies between the offers items/documents submitted online and those submitted offline, the offer submitted online is the one to be considered.

The provisional deposit document is mandatorily / obligatorily submitted offline.

Offers documents to be submitted offline should be sent to the following address:

NATIONAL ANTI-DOPING AGENCY (ANAD TUNISIA)

Narcisse Building (1st floor) Japan Avenue Montplaisir 1073 Tunis –Tunisia

NOT TO OPEN – International Call for Tenders n° 01/2022

“ATHLETES BIOLOGICAL SAMPLES ANTIDOPING ANALYSIS AND RELATED SERVICES”

The submission deadline of the offers (either online or offline) is Friday May 27th, 2022 at 10 a.m. (Tunis time, GMT+1), receipt date at ANAD office and recording number of the submission on ANAD register office being authoritative for the offline mode.

Will be discarded:

- any offer **received by ANAD by other means than described in the first paragraph of this Article,**
- any tender **received after the receipt deadline,**
- any offer **not accompanied by the provisional deposit,**
- any offer **non-compliant with this Call for Tenders conditions,**
- any offer **including objections / reserves not raised by the bidder within the allocated deadline.**



ARTICLE 5: Clarifications connected to the Tender Documents

Any question that may arise regarding the interpretation of the submission documents, including the technical specifications or any other requests for additional information required for clarification, should be requested in writing exclusively through TUNEPS system.

ARTICLE 6: Language of the Offer and the Contract

The applicants' bids and all related correspondence, technical specifications and bid documents exchanged between the Bidder and ANAD will be accepted only in English or in French languages.

This Marché cadre Contract will be drawn up in French language.

In case of disputes, the French version of these specifications is the one exclusively taken into account.

ARTICLE 7: Constitutive documents of the Offer/Submission

A – Administrative File:

The administrative file is composed by the following administrative records:

01	A provisional guarantee deposit valid 120 days from the day following the deadline for receipt of tenders established in accordance with the provisions of Article 9 of these Specifications (see template attached in Appendix 1). <u>The approval of a resident bank in Tunisia is mandatory.</u>
02	A record of the National Register of Companies or its equivalent in the country of origin
03	A Declaration on honour (affidavit) confirming that the Bidder is committed not to make – by himself nor through a third party- promises of donations or gifts to influence the different procedures for concluding the Marché Cadre Contract and its implementation stages (see template in Appendix 3).
04	Tax (Fiscal) certificate as foreseen in the legislation in force in the bidder country (original or certified true copy) and valid on the deadline date for tenders receipt, in English or in French.
05	Membership Certificate at a Social Security Fund or equivalent institution (original or certified true copy) and valid on the deadline for tenders receipt (or any other equivalent document provided for by the legislation of the country of origin), in English or in French.
06	A certificate or any other document proving that the signatory of the Marché cadre Contract is the Legal Representative of the Bidder Institution, in English or in French.
07	A presentation by the Bidder (complete the document in Appendix 5).

- Administrative documents 01 and 02 must be submitted offline whereas documents 03 to 07 are to be submitted online.



B - The Technical Offer:

The Technical offer must contain the following documents to be submitted through TUNEPS:

01	Quality Certificate(s) into force on the submission date (for Accredited Laboratories only).
02	- WADA Accreditation certificate into force at the submission date (for Laboratories) - Certificate (or equivalent document) of WADA Approval (for Athlete Passport Management Units)

C – The Financial Offer:

The Technical offer must contain the following documents to be submitted through TUNEPS:

01	The Submission letter (attached in page 10) clearly filled and duly signed by the bidder with his wet stamp on it.
02	The Price Schedule (attached in Appendix 4) duly completed, dated and signed with the bidder wet stamp on it.

- This Financial Offer must be valid under the same pricing conditions throughout the duration of the Marché cadre Contract, and therefore not subject to any review in the event of tacit renewal of the Contract.

ARTICLE 8: Prices Composition and Nature

The amount of the offer must be denominated in "All Applicable Taxes Included, TTC".

The unit prices mentioned in the Submission letter are fixed and remain valid for the entire period of the Marché cadre Contract. They are not subject to review, regardless of the analysis result (positive or negative).

A reviewable withholding tax (Value Added Tax - VAT) will be taken on unit prices in accordance with Tunisian legislation into force (currently 7%).

The offers are detailed **in Euros** according to the prices decomposition template (Price Schedule in Appendix 4).

For batches A and B, the prices cover all costs of sample analysis during the contract period. All other possible fees or charges required by the legislation of the Bidder's country (including but not limited to fees for landing or customs clearance in the Supplier's country) shall be at the Supplier charge.

The costs of the services are payable in Euro according to the exchange rate of the payment day and to the terms and procedures of the applicable Tunisian legislation.



ARTICLE 9: Provisional Guarantee Deposit

The Bidder must provide a provisional guarantee deposit valid 120 days from the day following the deadline of tenders' receipt, of a lump sum (forfeit amount) of:

- One thousand two hundred Tunisian dinars (1200 TND) for Batch A
- Five hundred Tunisian dinars (500 TND) for Batch B
- Three hundred Tunisian dinars (300 TND) for Batch C

The approval of a bank resident in Tunisia is applicable and mandatory.

Any Offer not accompanied by the Provisional Guarantee Deposit document is automatically rejected.

The provisional guarantee deposit of the selected Bidder shall be released following the definitive guarantee deposit in accordance with Article 14 of these Specifications.

ARTICLE 10: Offers' Period of validity and Opening session

Offers are valid for 120 (one hundred and twenty) days from the day following the deadline for tenders' receipt referred to in Article 4.

The offers opening takes place in public session of the Standing Committee for the Offers Opening, at the ANAD headquarters, on Friday May 27th, 2022 at 11.00 a.m. (Tunis Time, GMT+1).

ARTICLE 11: Tenders' Evaluation

It is proceeded in two steps:

1. In addition to the verification of administrative documents and provisional guarantee deposit, a check is undertaken on the validity of the documents constituting the financial offer with correction of calculation or material errors where necessary before classifying all financial offers in ascending order, batch by batch.
2. For each batch, the Technical Offer of the bidder whose Financial Offer is the lowest will be checked in terms of Specifications compliance. If the Technical Bid of the Applicant whose Financial offer is the lowest complies with the Specifications, the relative Bid will be selected for the concerned batch.

Otherwise, the Tenders' Evaluation Commission will proceed according to the above methodology for competing technical tenders, based on their financial ranking, for each batch.

For each of the batches, the financially lowest and technically compliant Offer will be selected.



ARTICLE 12: Notification of the Marché cadre award

Once the regulatory process has been fully completed, ANAD will notify the successful Bidder(s) by the acceptance of its/their Offer(s) through TUNEPS system or by any other trackable means.

After the successful Bidder has provided its definitive guarantee deposit in accordance with Article 14 of these Specifications, ANAD will inform each not selected Bidder that its bid has not been successful and will release its provisional guarantee or deposit.

ARTICLE 13: Amendments to the Marché cadre

This *Marché cadre* may be subject to modification (meaning amendments) upon anti-doping international texts and regulations updates coming into force.

ARTICLE 14: Definitive Guarantee Deposit

To ensure the perfect performance of its obligations arising from the Marché cadre Contract, the Bidder must provide a definitive bank guarantee deposit, of a **value equals to 3% of the annual contract amount corresponding to the maximum number of analyses/services**, within a period of **twenty (20) days counting from the day following receipt from ANAD of the service order notification for execution by the supplier.**

- This definitive deposit will serve as a guarantee for the proper performance of the services for the period of the contract and the final receipt of all analyses results.
- The Bidder is free to set up the definitive bank guarantee for the three contractual years at once or to make it in three operations before each contractual year.
- The final guarantee or its remainder shall be returned to the supplier or the replacing guarantee shall lapse, at the condition that the supplier has fulfilled all his obligations on the expiry of four (4) months from the date of the last service rendered in accordance with the Contract provisions.
- If the contractor has been notified by ANAD, before the expiry of the aforementioned time limits, by reasoned and registered letter or by any other means having a definite date, that he has not fulfilled all his commitments, the definitive guarantee is not returned or opposition is made to the expiry of the replacing guarantee. In this case, the definitive guarantee shall not be returned or the security replacing shall lapse only by a raised-hand release by ANAD.
- If ANAD has notified the supplier before the expiry of the above mentioned time limits, by reasoned and registered letter or by any other means having a definite date, that the supplier has not fulfilled all its commitments, the definitive guarantee is not returned or opposition is made on the expiry of the replacing guarantee. In this case, the definitive guarantee shall be returned



or the security replacing shall lapse only by a raised-hand release by ANAD.

ARTICLE 15 - Marché cadre Contract signature

The successful Bidder shall return to ANAD six (06) copies of the Marché cadre Contract and its appendices duly signed and stamped within twenty (20) working days counting from the day following receipt of the Marché cadre award notification (service order for Contract execution).



SUBMISSION

I, the undersigned (Last Name, First Name and Role).....

.....

Acting on behalf of.....

.....

And on behalf of (Full title of the organization):

.....

Entered in the Commercial Register under No.:.....

Based at (address):.....

.....

Fax n°:..... Tel n°:.....

Having reviewed all the documents of this Call for Tenders file, and having assessed from my point of view and under my own responsibility the nature of the services to be achieved and their difficulty, comply and undertake to perform, in accordance with 01/2022 Call for Tenders specifications file:

"ATHLETES BIOLOGICAL SAMPLES ANTIDOPING ANALYSIS AND RELATED SERVICES "

(All amounts are in **Euros**)

For Batch A:

The amount Taxes excluded of my offer for the proposed services (corresponding to the maximum quantities) is:

Amount Taxes excluded in numbers.....

Amount Taxes excluded in letters.....

The amount of Taxes of my offer for the proposed services (corresponding to the maximum quantities) is:

Taxes Amount in numbers.....

Taxes Amount in letters.....

The amount All Taxes Included of my offer for the proposed services (corresponding to the maximum quantities) is:

Amount All Taxes included in numbers.....

Amount all Taxes included in letters.....



For Batch B:

The amount Taxes excluded of my offer for the proposed services (corresponding to the maximum quantities) is:

Amount Taxes excluded in numbers.....

Amount Taxes excluded in letters.....

The amount of Taxes of my offer for the proposed services (corresponding to the maximum quantities) is:

Taxes Amount in numbers.....

Taxes Amount in letters.....

The amount All Taxes Included of my offer for the proposed services (corresponding to the maximum quantities) is:

Amount All Taxes included in numbers.....

Amount all Taxes included in letters.....

For Batch C:

The amount Taxes excluded of my offer for the proposed services (corresponding to the maximum quantities) is:

Amount Taxes excluded in numbers.....

Amount Taxes excluded in letters.....

The amount of Taxes of my offer for the proposed services (corresponding to the maximum quantities) is:

Taxes Amount in numbers.....

Taxes Amount in letters.....

The amount All Taxes Included of my offer for the proposed services (corresponding to the maximum quantities) is:

Amount All Taxes included in numbers.....

Amount all Taxes included in letters.....

IN TOTAL:

The amount Taxes excluded of my offer for the proposed services (corresponding to the maximum quantities) is:

Amount Taxes excluded in numbers.....

Amount Taxes excluded in letters.....

The amount of Taxes of my offer for the proposed services (corresponding to the maximum quantities) is:

Taxes Amount in numbers.....

Taxes Amount in letters.....

The amount All Taxes Included of my offer for the proposed services (corresponding to the maximum quantities) is:

Amount All Taxes included in numbers.....

Amount all Taxes included in letters.....

1. Declare to have carefully studied this Call for tenders file and have found all the useful indications for the services object of this submission/offer.
2. Declare that prices submitted are fixed, firm and not subject to review and that they cover all the services related to the *Marché cadre*, in compliance with its terms of reference:

(*) Batch A ☐

Batch B ☐

Batch C ☐

(*) Please, tick the batch(es) you submitted for.



3. Assert at the risk of this *Marché Cadre* termination by law or its putting in control state in my exclusive disadvantages, that I do not fall under the blow of legal bans promulgated in Tunisia.

4. Undertake to achieve all services requested within contractual deadlines

5. Undertake to maintain valid conditions of the present submission during hundred and twenty (120) days, counting from the day following the offers reception deadline.

ANAD will release sums owed within the *Marché Cadre* execution by making credit to the account on the name of:

Bank and its address:

.....

Bank Code:

Bank Agency Code:

Account Number:

RIB (Full Bank account identification, including IBAN and SWIFT):

.....

IBAN:

SWIFT Code:

Done, at, on.....

Signature

**(Mention: "Good for submission " by the
Lab applicant representative handwriting)**

[Faint handwritten signature]



APPENDICES



Appendix 1: Template for Provisional Deposit (in French only)

Modèle d'engagement d'une caution personnelle et solidaire

(à produire au lieu et place du cautionnement provisoire)

Je soussigné – nous soussignés (1)agissant en qualité de (2).....

1) Certifie – certifions que (3) a été agréé par le Ministre des Finances en application de l'article 113 du décret n° 2014-1039 du 13 Mars 2014 portant réglementation des marchés publics, tel que modifié et complété par les textes subséquents, que cet agrément n'a pas été révoqué que (3)..... a constitué entre les mains du Trésorier Général de Tunisie suivant récépissé n° en date dule cautionnement fixe de dinars tunisiens (..... dinars tunisiens) prévu par l'article 113 du décret susvisé et que ce cautionnement n'a pas été restitué.

2) Déclare me – déclarons nous, porter caution personnelle et solidaire (4) domicilié à (5) au titre du montant de cautionnement provisoire pour participer à (6) publié(e) en date du par (7) et relatif – relative à ; le montant du cautionnement provisoire, s'élève à Dinars tunisiens

(en toutes lettres), et à Dinars tunisiens (en chiffres).

3) M'engage – nous nous engageons solidairement à effectuer le versement du montant garanti susvisé et dont le soumissionnaire serait débiteur au titre de (6) et ce, à la première demande écrite de l'acheteur public sans une mise en demeure ou une quelconque démarche administrative ou judiciaire préalable.

Le présent cautionnement est valable pour une durée de jours à compter du lendemain de la date limite de réception des offres.

At,, on

(1) Nom(s) et prénom(s) du (des) signataire(s)

(2) Raison sociale et adresse de l'établissement garant

(3) Raison sociale de l'établissement garant

(4) Nom du soumissionnaire (personne physique) ou raison sociale du soumissionnaire (personne morale)

(5) Adresse du soumissionnaire

(6) Appel d'offres ou consultation

(7) Acheteur public



Appendix 2: Template sample for Definitive Deposit (in French only)

Modèle d'engagement d'une caution personnelle et solidaire

(à produire au lieu et place du cautionnement définitif)

Je soussigné – nous soussignés (1)agissant en qualité de (2).....

1) Certifie – certifions que (3) a été agréé par le Ministre des Finances

en application de l'article 113 du décret n° 2014-1039 du 13 Mars 2014 portant réglementation des marchés publics, tel que modifié et complété par les textes subséquents, que cet agrément n'a pas été révoqué, que (3).....

.....

a constitué entre les mains du Trésorier Général de Tunisie suivant récépissé n° en date dule cautionnement fixe de dinars tunisiens (..... dinars) prévu par l'article 113 du décret susvisé et que ce cautionnement n'a pas été restitué.

2) Déclare me – déclarons nous, porter caution personnelle et solidaire (4).....

.....

Domicilié à (5).....

Au titre du montant du cautionnement définitif auquel ce dernier est assujéti en qualité de titulaire du marché n°passé avec (6)..... en date duenregistré à la recette des finances (7)..... relatif à (8)

.....

Le montant du cautionnement définitif, s'élève à % du montant du marché, ce qui correspond àdinars tunisiens (en toutes lettres), et àdinars (en chiffres).

3) M'engage – nous nous engageons solidairement, à effectuer le versement du montant garanti susvisé et dont le titulaire du marché serait débiteur au titre du marché susvisé, et ce, à la première demande écrite de l'acheteur public sans que j'ai (nous ayons) la possibilité de différer le paiement ou soulever de contestation pour quelque motif que ce soit et sans une mise en demeure ou une quelconque démarche administrative ou judiciaire préalable.

4) en application des dispositions du décret sus visé, la caution qui remplace le cautionnement définitif est libérée si le titulaire du marché s'est acquitté de ses obligations et après avis de la commission des marchés compétente sur le dossier de règlement définitif, et ce, dans un délai maximum de quatre mois à compter de la date de (9) la réception du résultat de la dernière analyse.



La caution cesse d'avoir effet à l'expiration du délai maximum de quatre mois visé ci-dessus. Si l'acheteur public a signalé au titulaire du marché avant l'expiration du délai maximum par lettre justificative recommandée ou par tout autre moyen ayant date certaine, qu'il n'a pas rempli toutes ses obligations, la caution n'est libérée que par main levée délivrée par l'acheteur public.

Done, at....., on

-
- (1) Nom(s) et prénom(s) du (des) signataire(s)
 - (2) Raison sociale et adresse de l'établissement garant
 - (3) Raison sociale de l'établissement garant
 - (4) Nom du titulaire du marché
 - (5) Adresse du titulaire du marché
 - (6) Acheteur public
 - (7) Indication des références d'enregistrement auprès de la recette des finances
 - (8) Objet du marché
 - (9) Réception définitive des commandes



Appendix 3: Declaration on honour

I, undersigned:

.....

Acting in my quality as :

.....

.....

.....

.....

commits on my honor not to make by myself or through a third party, promises, donations or presents in order to influence the different procedures of the Marché Cadre conclusion and stages of its realization.

Done at on

Applicant Service provider

Name and Surname, quality/function of the signing person, signature and stamp



Appendix 4: Price Schedule

Batch	Items Services	Unit prices in EURO (1)			Quantity Min - Max	Sub-total en EURO (1)		
		Hors TVA Tun.	TVA Tun. 7%	TTC (2)		Hors TVA Tun.	TVA Tun. 7%	TTC (2)
A	Standard analysis of urine sampled in competition				Min: 70			
					Max: 120			
	Standard analysis of urine sampled out of competition				Min: 100			
					Max: 180			
	GC-IRMS Specialized analysis of urine sampled in or out of competition				Min : 01			
					Max : 10			
	Boldenone GC-IRMS Specialized analysis of urine sampled in or out of competition				Min : 01			
					Max: 05			
	• ESAs (EPO: Erythropoietin) specific analysis of urine sampled in or out of competition				Min: 25			
					Max : 50			
	GHRFs (Growth Hormone Releasing Factors) specific analysis of urine sampled in or out of competition				Min: 25			
					Max: 50			
	Long-term Storage of urine samples taken in or out of competition for re-analysis (up to 10 years after initial analysis)				Min: 05			
					Max : 25			
	Sub-total Batch A	Min						
		Max						
B	• Growth Hormone (GH) Biomarkers Specific Analysis of blood sampled in or out of Competition				Min : 20			
					Max : 40			
	• Analysis of Athlete Biological Passport (ABP) of blood sampled in or out of competition ⁽³⁾				Min : 30			
					Max : 60			
	Sub-total Batch B	Min						
		Max						



C	● Longitudinal interpretations by a WADA-approved APMU for steroidal (on urine samples) and hematologic (on blood samples) modules ⁽³⁾				Min : 150			
					Max : 350			
Total All taxes included (TTC) Per contractual year (EURO)		Min						
		Max						

(1) : Firm and not revisable prices independently of the analysis result (positive or negative)

(2): All taxes incl. (all taxes included): price including a Tunisian VAT (Value-Added Tax) of 7% currently in force which must be retained obligatorily from the *Marché Cadre* amount.

(3): Price including ABP samples analysis or longitudinal interpretation of the ABP profile, independently from ABP result being negative or atypical or else.

This quote is fixed at the amount of (in full letters):

.....

 (All taxes included) in EURO

Signature and stamp of the Applicant



Appendix 5: Applicant General Presentation Template

Name & Surname, Corporate name:

Status: Private Laboratory ☐ University Laboratory ☐ Governmental Laboratory ☐ APMU ☐
dependent / independent from the NADO (National Anti-Doping Organization)

Located in:

Telephone: **Fax:**

Electronic Mail:

Registered on the Trade Register (Commerce Order) in the origin country (or equivalent) under the number:

Tax Identification / Fiscal Code (or equivalent):

Technical personnel number:.....

Applicant Laboratory Creation date:

WADA first accreditation date:

WADA-accreditation/approval scope:

Urine analysis ☐ ABP analysis ☐ Blood analysis ☐ APMU services ☐

please specify:.....

Contact person delegated to sign this Call for tenders documents:

Name & Surname, Position:.....

Telephone : Fax : E-Mail :

Contact Person delegated to deal with technical issues within the execution of this *Marché Cadre*:

Name & Surname, Position :.....

Telephone : Fax : E-Mail :

Contact Person delegated to deal with Administrative and Financial issues within the execution of this *Marché Cadre* :

Name & Surname, Position :.....

Telephone : Fax : E-Mail :



**PARTICULAR TECHNICAL
SPECIFICATIONS**



ARTICLE 1: Services Object

This Call for tenders concerns athletes' biological samples anti-doping analysis and related services as defined in Article 1 of the Particular Administrative Specifications.

The requested services are to be insured by the applicant/supplier in accordance with the applicable International Standards into force (mainly International Standard for Laboratories – ISL and International Standard of Testing and Investigations - ISTI).

This Marché Cadre is constituted of three (03) batches:

- Batch A is composed of the analyses / services from A1 to A7 applied on urine samples collected within the contractual period,
- Batch B is composed of B1 and B2 applied on blood samples collected during the contractual period, and
- Batch C corresponding to the service C1 i.e. Athletes' Biological Passport interpretation applied on samples collected during the contractual period.

The various requested services including analysis are defined as follows:

Lot	Item	Service	Definition
A	A1	Standard analysis of urine sampled in competition	Standard urine antidoping lab analysis to reveal use of prohibited substances in competition, generally detected in urine (i.e.: diuretics, stimulants, anabolic agents, glucocorticoids ...)
	A2	Standard analysis of urine sampled out of competition	Standard urine antidoping lab analysis to reveal use of prohibited substances out of competition only, generally detected in urine (i.e.: anabolic agents, diuretics, beta2agonists ...)
	A3	GC-IRMS Specialized analysis of urine sampled in or out of competition	Analysis of urine by Gas Chromatography coupled to IR Mass Spectrometry allowing, among others, to differentiate endogenous origin from exogenous origin of steroidal profile parameters high values
	A4	Boldenone GC-IRMS Specialized analysis of urine sampled in or out of competition	Analysis of urine by Gas Chromatography coupled to IR Mass Spectrometry allowing, among others, to differentiate endogenous origin from exogenous origin of Boldenone high levels
	A5	ESAs (EPO: Erythropoietin) specific analysis of urine sampled in or out of competition	Specific Analysis on urine sampled in or out of competition in order to detect use of Erythropoietin (a prohibited substance in and out of competition) or the presence of its metabolites or biomarkers
	A6	GHRFs (Growth Hormone Releasing Factors) specific analysis of urine sampled in or out of competition	Specific analysis on urine sampled in or out of competition in order to detect use of Growth Hormone through chemical assays of its releasing factors
	A7	Long-term storage of urine samples taken in or out of	Long term storage on some urine samples collected in or out of competition (for a period up to ten years after the initial analysis) for a possible

		competition for re-analysis (up to 10 years after initial analysis)	re analysis in the future in compliance with International Standards and applicable WADA Guidelines.
B	B1	Growth Hormone (GH) Biomarkers Specific Analysis of blood sampled in or out of Competition	Blood serum analysis to screen Growth Hormone (GH) biomarkers in athletes' blood sampled in or out of competition (GH is a prohibited substance in and out of competition)
	B2	Analysis of Athlete Biological Passport (ABP) of blood sampled in or out of competition	Athletes' Whole blood analysis within the Athlete Biological Passport (ABP) program, whether sampled in or out of competition
C	C1	Longitudinal interpretations by a WADA-approved APMU for steroidal (on urine samples) and hematologic (on blood samples) modules.	Longitudinal interpretation of the Biological Passport profile by a WADA approved APMU (Athlete Passport Management Unit) for both steroidal (on urine samples) and hematologic (on blood samples) modules, sample by sample.

ARTICLE 2: References

Applicants/Suppliers should be compliant with WADA Code, applicable International Standards as well as all their appendices (technical documents, guidelines ...).

ARTICLE 3: Non analytical Services

Non analytical services correspond to the items A7 and C1 (of this call for tenders) as defined by Article 1 of these terms of reference.

Regarding the Service A7:

According to the WADA Code, ISL and ISTI as well as their applicable appendices, the biological samples may be stored / conserved (up to ten years after their first analysis) upon motivated request from ANAD in order to re analyze them when needed in the future.

Regarding the Service C1:

In application of the WADA Code, ISTI and the applicable guidelines, the interpretation services of athletes' biological passports (steroidal module on urine samples and hematological module on blood passports samples) should be performed by a WADA approved Athlete Passport Management Unit (APMU).

Requested services are to be provided on the biological samples collected during the contractual period.



ARTICLE 4: Analytical Services - General terms

The requested analysis are carried out on urine or blood samples collected from athletes as defined on these Specifications Article 1.

These requested analyses must be applied according to validated analytical methods and applicable standards of the technical documents annexed to ISL and in accordance with the applicable Guidelines.

The methods of analysis/ interpretation used are those required by WADA (quality certified). The screened substances are listed on the Prohibited Substances and Methods List in effect for the year of the sample collection.

ARTICLE 5: Analytical services - Samples Custody and Quality

1. The Laboratory must at all times, be compliant with the International Standard for Laboratories, maintain a reliable and verifiable internal chain of custody on the samples from their receipt in the country of the Laboratory until their destruction.
2. The laboratory will provide chain of custody evidence at the request of ANAD.
3. If the Laboratory receives from ANAD a sample without meeting the analytical criteria in accordance with the International Standard for Laboratories, the Laboratory shall exchange communication with ANAD before taking any action on that sample.
4. In the case where a Laboratory will reject a sample received from ANAD with an irregularity that could significantly compromise the integrity of the sample or its analysis reliability, in accordance with ISL and its appendices, the Laboratory will provide ANAD with a written report detailing the reasons for the sample rejection within five (5) working days from the decision.

ARTICLE 6: Analytical services - Provision conditions

Samples received by the Laboratory will be only used for anti-doping purposes. No sample may be used for research purposes without the written consent of the athlete.

The analysis period corresponds to the time elapsed between the date of receipt by the Laboratory of the sample and its related documentation in full and the date of analysis report issue via ADAMS system (On-line anti-doping management and administration system, networking different stakeholders). In this regard, the references referred to in Article 2 shall apply.

The laboratory shall commit to a reporting period for the analysis of A samples as defined by the References cited in Article 2. The laboratory will inform ANAD of any possible delay providing its explanation and the expected time frame for the submission of the test results.



All laboratory results are to be communicated to ANAD and WADA via ADAMS whereas all original results documents are to be sent to ANAD.

With regard to the analysis of A samples, the Laboratory shall immediately inform ANAD and WADA simultaneously of any Adverse Analytical Finding (AAF) test results by sending to ANAD a secured PDF version of the test report to be communicated by e-mail while transmitting the results via ADAMS in order to ensure a fast processing.

If sample B analysis is requested, it is up to the Laboratory to propose a date for the opening of B sample to be confirmed later with the concerned parties, in accordance with the ISL and ISTI. Once the analysis has been carried out, a B sample analysis report is produced and transmitted in compliance with the World Anti-Doping Code and its appendices, in particular the ISL and the ISPPPI (International Standard for the Protection of Privacy and Personal Information).

The laboratory shall provide a complete analytical file (sample A or/and sample B) to ANAD/ concerned parties only upon written request.

ARTICLE 7: Analytical Services – Delay penalties

The regulatory deadline for analytical services is twenty (20) working days (in the Supplier's country).

Each delay in the present Marché cadre execution exceeding twenty (20) working days from the sample reception date by the Supplier will have as a consequence and without pre-notice, the application of a penalty calculated by the following formula: $P = (V \times R) / 1000$ where:

- P= Penalty amount
- V= Value of the services subject of the delay, this value being the value of the semester services value
- R= Number of delay days

This penalty is applicable from the day following the results reporting deadline date to its transmission date to ANAD.

The penalty amount can never exceed 5% of the global annual amount of the Marché cadre concerned batch.

ARTICLE 8: Analytical Services - Samples transfer to another WADA-accredited laboratory

In some exceptional circumstances (such as lab suspension or Force Majeure cases), ANAD samples to be analyzed within this Marché cadre, may be transferred to one or many WADA-accredited /



approved laboratories, at the exclusive charge of the contracted Laboratory, after ANAD prior approval.

ARTICLE 9: Analytical Services - Blood samples transportation criteria

Regarding the blood samples (Batch B) and taking into account the technical constraints related to:

- ✓ Regulatory time limits for the blood samples delivery to WADA-accredited laboratories,
- ✓ Codified transportation temperatures by the reference documents, in particular WADA Guidelines for Blood samples collection,
- ✓ Customs regulations and procedures in some countries that may delay the blood samples delivery to the Laboratory,
- ✓ Procedures of samples shipment to accredited laboratories (exclusively via Rapid-Poste Tunisia and its partners),

ANAD shall not be able to retain for the B batch any Tenderers which, by virtue of their location or customs procedures or the blood samples transportation means from Tunisia, do not meet the following criteria:

- A maximum of 120 hours (five days) between the time of the serum blood sample collection and the time of its delivery to the Laboratory for GH Biomarkers blood tests (B1)
- A maximum of 48 hours (two days) between the time of the whole blood sample collection and the time of its delivery to the Laboratory for Blood passport test (B2)

Based on the above, some offers may be excluded at the technical evaluation step if they don't meet the blood samples transportation criteria until the Laboratory through the network of our Official Courier in Tunisia (Rapid Poste Tunisia and its partners).

The technical validation will be granted according to our recent / past transportation experience to the concerned Laboratory or following a testing transportation (blank) of both blood samples to this Laboratory under the same contractual conditions.

[Faint signature]



CONTRACTUAL CLAUSES SPECIFICATIONS
(INDICATIVE TRANSLATION)



**CONTRACT related to MARCHE CADRE
ON INTERNATIONAL CALL FOR TENDERS N°01/2022
ATHLETES' BIOLOGICAL SAMPLES ANTIDOPING ANALYSIS
AND RELATED SERVICES
for one-year renewable twice**

Marché Cadre N° : 01/2022

Supplier :

Approved on :

Notified on :

Into effect on :

Between the undersigned:

The National Antidoping Agency (M.F.: 1076843K), address: Narcisse building
1st floor, Japan Avenue 1073 Montplaisir Tunis – Tunisia, represented by ANAD
General Manager, Dr. Halim Jebali,

AND

.....

Represented by Mr / Ms

Hereafter called Supplier,

It was agreed that:



ARTICLE 1: Object of the Call for Tenders

Through this Call for Tenders, the National Anti-Doping Agency ANAD Tunisia intends to:

- carry out analyses on athletes' biological samples collected during the contractual period, corresponding to the analyses and related services indicated below, in compliance with the International Standards applicable to any laboratory accredited by the World Anti-Doping Agency (WADA); including the International Standard for Laboratories (SIL) and,
- afford the services of WADA-approved APMU (Athlete Biological Passport Management Unit) for both steroidal and hematological modules.

Batch	Items	Services	Minimum quantity/contract year	Maximum quantity/contract year
A (urine samples)	A1	Standard analysis of urine sampled in competition	70	120
	A2	Standard analysis of urine sampled out of competition	100	180
	A3	GC-IRMS Specialized analysis of urine sampled in or out of competition	1	10
	A4	Boldenone GC-IRMS Specialized analysis of urine sampled in or out of competition	1	5
	A5	ESAs (EPO: Erythropoietin) specific analysis of urine sampled in or out of competition	25	50
	A6	GHRFs (Growth Hormone Releasing Factors) specific analysis of urine sampled in or out of competition	25	50
	A7	Long-term storage of urine samples taken in or out of competition for re-analysis (up to 10 years after initial analysis)	5	25
B (blood samples)	B1	Growth Hormone (GH) Biomarkers Specific Analysis of blood sampled in or out of Competition	20	40
	B2	Analysis of Athlete Biological Passport (ABP) of blood sampled in or out of competition	30	60



C (Interpretation services)	C1	Longitudinal interpretations by a WADA-approved APMU for steroidal (on urine samples) and hematologic (on blood samples) modules.	150	450
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ARTICLE 2 - Duration and scope of the *Marché cadre Contract*:

The *Marché cadre* is concluded for one year, renewable twice by tacit reconduction, unless otherwise notified in advance by registered letter, ninety (90) days before the expiry of the contractual periods, considering exclusively the post mark date.

All the services apply to the samples collected during the period of the Contract.

Suppliers should comply with the World Anti-Doping Code, International Standards, applicable Guidelines and all appendices.

ARTICLE 3-Clarifications on biological samples long term storage (A7)

Within the framework of Article A7 of Batch A of this Framework Contract, the Supplier undertakes to store (for possible subsequent re-analysis) urine samples already analyzed (collected in or out of competitions) for a period of up to ten (10) years from the date of the sample initial analysis in accordance with the International Standard for Testing and Investigations (ISTI).

ARTICLE 4 - Contract governing references

The present Framework contract is governed by:

- this Contract dispositions,
- the World Anti-Doping Code and its International Standards and applicable appendices
- the Decree n° 2014-1039 dated on March 13th, 2014, related to regulations of public contracts/markets.
- the Decree n° 2018-416 dated on May 11th, 2018, related to organization of public contracts/markets.
- General Administrative Specifications for common supplies of goods and services.

ARTICLE 5- Contractual documents

The respective rights and duties of the Supplier and of ANAD, in relation to the present *Marché Cadre Contract*, are defined by the following documents, prevailing in decreasing order:

1. The present Contract and its appendices
2. The offer submitted by the Supplier



entire long-term storage period referred to in Article 3 of this Contract, the retention period could be up to ten years from the initial analysis date according to international regulations.

ARTICLE 10 - Payment Terms

The Supplier sends to ANAD an invoice specifying the due sums related the execution of this Contract, attaching all the elements determinating these sums with any supporting documents if needed.

Payment of the due sums to the Supplier will be made by bank transfer after the reception of the invoice(s) and its approval by ANAD.

The applicable exchange rate on such payment is the one of the payment date as per Tunisian legislation into force.

ARTICLE 11 – Final deposit

To guarantee the perfect execution of obligations ensuing from this *Contract*, the supplier will have to constitute a final bank guarantee/deposit of a **value equal to 3 % of the Contract annual amount corresponding to the maximum number of analysis/services to be afforded, within twenty (20) days counting from the following day to the first service order for Contract execution by the Supplier.**

Such deposit will be considered as a guarantee for the services good execution during the contract period and definitive reception of all analysis results.

It is up to the Supplier to constitute beforehand the final bank guarantee deposit relative the three contractual years at one time or to make it in three payments before every contractual year.

This final deposit, or its remainder is restored or the guarantee replacing it lapses, if the supplier performed all its obligations towards ANAD within the expiration of a four (04) months deadline from the reception date of the last analysis result report in compliance with the Contract requirements.

If ANAD notified the Contract Supplier, before the maximum deadlines expiration above mentioned by registered motivated letter or by any other means having certain date, that it did not performed all its obligations, the final deposit is not restored or the pledge guarantee which replaces it don't lapse until deposit/guarantee release delivered by ANAD.

ARTICLE 12 – Analytical services Conditions

Samples received by the Laboratory will be only used for anti-doping purposes. No sample may be used for research purposes without the written consent of the athlete.



The analysis period corresponds to the time elapsed between the date of receipt by the Laboratory of the sample and its related documentation in full and the date of analysis report issue via ADAMS

system (Anti-Doping Administration and Management System, networking different stakeholders).

The Supplier (Laboratory) shall submit the A samples analysis reports within the applicable deadlines. The Supplier will inform ANAD of any possible delay providing its explanation and the expected time frame for the submission of the test results.

All analysis results are to be communicated to ANAD and WADA via ADAMS whereas all original results documents are to be sent to ANAD.

With regard to the A samples analysis, the Supplier shall immediately inform ANAD and WADA simultaneously of any Adverse Analytical Finding (AAF) test result by sending to ANAD a PDF secured version of the test report by e-mail while transmitting the results via ADAMS in order to ensure a fast processing.

If a B sample analysis is requested, it is up to the Supplier (Laboratory) to propose a date for the B sample opening to be confirmed later with the concerned parties, in compliance with ISL and ISTI. Once the analysis has been carried out, a B sample analysis report is produced and transmitted to the concerned parties in compliance with the World Anti-Doping Code and its appendices, in particular the ISL and the ISPPPI (International Standard for the Protection of Privacy and Personal Information).

The Supplier (Laboratory) shall provide a complete analytical file (A sample or/and B sample) to ANAD / concerned parties only upon written request.

ARTICLE 13 – Analytical services: Delay Penalties

The regulatory deadline for analytical services is twenty (20) working days (in the Supplier's country).

Each delay in the present Marché cadre execution exceeding twenty (20) working days from the sample reception date by the Supplier will have as a consequence and without pre-notice, the application of a penalty calculated by the following formula: $P = (V \times R) / 1000$ where:

- P= Penalty amount
- V= Value of the services subject of the delay, this value being the value of the semester services value
- R= Number of delay days

This penalty is applicable from the day following the results reporting deadline date to its transmission date to ANAD.



The penalty amount can never exceed 5% of the global annual amount of the concerned Marché cadre batch.

ARTICLE 14 – Post-analysis Samples Retention

A and B Negative samples are destroyed four months after the analysis report communication and after written notification to ANAD.

Sample B, corresponding to a sample A reported as an abnormal analysis result or as an unclassifiable result, is retained for a minimum period of four months at -20°C counting from the date the analysis report is sent.

Samples can be stored over a longer period on written request from ANAD as per World anti-doping Code and its appendices dispositions.

ARTICLE 15- Professional Confidentiality

Both parties make a commitment to keep secrecy on all the information of confidential nature acquired by their respective staffs during and after the execution of this Contract.

ARTICLE 16 – Disputes Settlement

The disputes that may result from this Marché Cadre execution will be amicably settled between both parties. Failing that, they will be subject to the opinion of the Friendly Settlement Consultative Committee established within the Government Presidency of Tunisia.

In case of failure of the amicable procedure, the disputes which could arise in the interpretation and application of the present Contract and any remaining dispute will be definitively settled by the Competent Tunisian Jurisdiction. The applicable law will be the Tunisian one.

ARTICLE 17 - Suspension/Revocation of WADA accreditation

In the case of suspension or revocation of the Supplier WADA accreditation or approval, this supplier has to assure as soon as possible the transfer of all the samples already sent by ANAD during the contractual period but before the notification date of suspension, towards another WADA-accredited laboratory. The supplier will assume all the expenses associated to the analysis and to the transport, without any effect on the financial offer of the Supplier.

ARTICLE 18: Force Majeure

18.1 The Contract can be cancelled by Law in case of force majeure preventing definitively the Supplier from pursuing its execution.

In this case, the Supplier is entitled to the payment of expenses corresponding to analyses performed on the Contract cessation date.



18.2. In case of temporary inconvenience, the concerned party will do its best possible to find an alternative solution, able to ensure the service continuity as soon as possible.

The proposed alternative solution must be validated in written by ANAD beforehand.

18.3. The parties involved within this Contract cannot be held responsible for any delay in the execution or for the non-fulfillment of any of the obligations related to the Contract if this delay or this non-fulfillment results from an event which could not be reasonably planned and which escapes the control of the failing part, such as fire, natural disasters, strikes, governmental decisions, pandemics, wars, civil wars and, generally, any event which would prevent the Supplier or ANAD from filling their obligations regardless their wills.

18.4. The party which calls upon a major case of force majeure will owe, after the arisen of this one, to send a clarification notification to the other party. This notification must be accompanied with all the documents or useful evidence information and will also have to intervene in fifteen (15) calendar days from the beginning of the event constituting the case of force majeure.

18.5. When the events constituting a case of force majeure come to an end, the party which called upon the case of force majeure owes, within the ten (10) following days, to give express notification to the other party, by bringing all the precisions needed on the ending period/time of the event, if applicable, and on the effects of the force majeure on its contractual obligations.

ARTICLE 19: Contract Termination

19.1 The Marché Cadre Contract can be cancelled by decision of ANAD at the Supplier disadvantage if:

- a) the Supplier declares not to be able to execute his commitments independently from a force majeure case,
- b) the Supplier is engaged, within the framework of the Contract, in fraudulent acts concerning the nature, the quality or the quantity of analyses,
- c) the Supplier commits grave carelessness in his relations with ANAD.

19.2 The termination of the Marché Cadre Contract will not obstruct the implementation of civil or penal actions which could be instituted against the Supplier because of his faults.

The termination will have to be pronounced by ANAD. The final money deposit / caution will be involved in the here-above cases.

ARTICLE 20 - Marché Cadre Contract Registration

The Contract is drawn up in six (06) copies in French / English. In the event of disputes, the French version prevails.



The fees of registering this Contract at the Finance Internal Revenues services are at the Supplier charge. They are estimated at 0.5% of the Marché Cadre Contract amount.

Registration can be carried out by ANAD according to the regulations into force. In this case, ANAD will issue an invoice for the amount to be communicated to the Supplier for payment.

ARTICLE 21 - Correspondences

The correspondences between the two parties in relation with the present Marché Cadre Contract will be sent to the following addresses:

For ANAD:

NATIONAL ANTIDOPING AGENCY (ANAD TUNISIA) Immeuble Narcisse, 1^{er} étage, Avenue du Japon 1073 Montplaisir Tunis -Tunisie

For the Supplier:

.....
.....

Article 21 - Marché Cadre Entry into Force

The present Marché Cadre Contract will be valid only after its approval by ANAD General Manager upon favorable opinion from the Public Tenders Control Commission.

Done in six (06) copies

Read and approved

The Supplier

Stamp

Date _____

Read and approved

ANAD General Manager

Stamp

Date _____

