



SHEILD
—ASSOCIATION—

INVITATION TO BID

Supply of UHT Milk

ITB 04_11 / 11 / 23

11 of November 2023



Section One: Letter of Invitation

Subject: Invitation To Bid: Supply of UHT Milk

Dear Mr./Ms.:

Social, Humanitarian, and Economical Intervention for Local Development (SHEILD) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – General Terms and Conditions
- Section 3 - Instructions to Bidders
- Section 4 - Data Sheet
- Section 5 – Requirements and Technical Specifications
- Section 6 – Bid Submission Form

You are kindly requested to submit an acknowledgment letter to SHEILD to the following address:

SHEILD- Social, Humanitarian, and Economical Intervention for Local Development
Tyre, South Lebanon, Lebanon
Email Address: s_safieddine@sheildgroup.org
Attention: Procurement Unit, SHEILD

The letter of interest should be received by mail provided above no later than the **xx of November 2023, Close of Business Day**. The same letter should advise whether your company intends to submit a Bid.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

SHEILD looks forward to receiving your Bid and thanks you in advance for your interest in SHEILD procurement opportunities. **Kindly refer to the attached Invitation to Bid and the related Sections.**

Section Two: General Terms and Conditions

Definitions

- a) "Bid" refers to the Bidder's response to the Invitation to Bid, including all documents and attachments to the ITB.



b) “Bidder” refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by SHEILD.

c) “Contract” refers to the legal instrument that will be signed by and between the SHEILD and the successful Bidder.

d) “Country” refers to the country indicated in the Data Sheet.

e) “Data Sheet” refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.

f) “Day” refers to calendar day.

g) “Goods” refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that SHEILD requires under this ITB.

h) “Government” refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.

i) “ITB” refers to the Invitation to Bid consisting of instructions and references prepared by SHEILD for purposes of selecting the best supplier or service provider to fulfill the requirement indicated in the Requirements and Technical Specifications.

General Terms

1. SHEILD hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB.
2. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by SHEILD in the form of Supplemental Information to the ITB.
3. Submission of a Bid shall be deemed as an acknowledgment by the Bidder that all obligations stipulated by this ITB will be met and that the Bidder has read, understood, and agreed to all the instructions in this ITB.
4. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by SHEILD.
5. In responding to this ITB, SHEILD requires all Bidders to conduct themselves in a professional, objective, and impartial manner. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified.
6. The following must be disclosed in the Bid: Bidders who are owners, part-owners, officers, directors, or key personnel who are family of SHEILD staff involved in the procurement functions and/or the Government of the country or any Implementing Partner (Municipality) receiving the goods and related services under this ITB; Failure of such disclosure may result in the rejection of the Bid.



Section Three: Instructions To Bidders

1. Bidders are required to complete, sign, stamp and submit the following documents:
 - Bid Submission Cover Letter Form; Documents Establishing the Eligibility (Legal documents, MoF registration, etc.) and Qualifications (proof of experience and portfolio) of the Bidder; and the bid submission form.
2. Clarification regarding Bid
 - Bidders may request clarifications regarding any of the ITB documents no later than the number of days indicated in the Data Sheet prior to the Bid submission date.
 - Any request for clarification must be sent in writing via courier or through electronic means to SHEILD's address indicated in the Data Sheet. SHEILD will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
3. Amendment of Bid
 - At any time prior to the deadline for submission of Bid, SHEILD may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB.
 - In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, SHEILD may extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.
4. Preparation of Bid
 - Cost: The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not.
 - Language: The Bid, as well as any and all related correspondence exchanged by the Bidder and SHEILD, shall be written in the language(s) specified in the Data Sheet.
5. Bid Submission Form: The Bidder shall submit the Bid Submission Form using the form provided in this ITB.
6. Currencies: All prices shall be quoted in the currency indicated in the Data Sheet.
7. Documents Establishing the Eligibility and Qualifications of the Bidder
 - The Bidder shall provide documentary evidence of its status as an eligible and qualified vendor, using the forms provided under this ITB.
 - If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between SHEILD and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.



8. Validity Period:
 - Bid shall remain valid for the period specified in the Data Sheet. A Bid valid for a shorter period shall be immediately rejected by SHEILD and rendered non-responsive.
 - In exceptional circumstances, prior to the expiration of the Bid validity period, SHEILD may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing and shall be considered integral to the Bid.

9. Submission and Opening of the Bid:
 - ***Bids must be submitted by hand at the office address provided in the data sheet below Bid must be enclosed in a sealed envelope (Technical Offer and Financial Offer are to be in separate envelopes)***
 - SHEILD shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by SHEILD after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.
 - A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with the ITB, duly signed by an authorized representative, and shall include a copy of the authorization.
 - Bid requested to be withdrawn shall be returned unopened to the Bidders.
 - No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

10. Bid Opening
 - SHEILD will review the Bid in the presence of an ad-hoc committee formed by SHEILD.
 - No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.
 - Confidentiality: Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
 - In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with SHEILD for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to SHEILD.

11. Evaluation of Bid:
 - SHEILD shall examine the Bid to confirm that all terms and conditions under the SHEILD General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.
 - The selection committee shall review and evaluate the Bids on the basis of their responsiveness to the Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the Data Sheet.
 - The committee shall fill in a best value selection matrix – (BVSM) scoring shall be related to the following criteria to have an end score out of 100 points:



Technical Criteria Scoring (Total Score of 60):

- Company Profile:
 - Portfolio, Datasheet,
 - Past Projects,
 - ISO Certification (highly recommended)
 - References, etc.

- Availability of Services to be Provided:
 - Capability to provide the needed amount of milk cartons needed.
 - Warehouse Capacity
 - PEST Control Services
 - Insurance
 - Delivery Services

Financial Offer Scoring (Total Score of 40)

The Financial cost offer will focus on the provided financial proposal and the evaluation of its cost-effectiveness in accordance to the technical criteria that shall be provided. Delivery services of the snacks to the schools must be calculated and included in the offer.

- SHEILD reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder.
 - SHEILD shall conduct a verification exercise on the accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted, and validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team.
12. Clarification of Bid: To assist in the examination, evaluation and comparison of bids, SHEILD may, at its discretion, ask any Bidder to clarify its Bid. SHEILD's request for clarification and the Bidder's response shall be in writing.
13. Award of Contract:
- SHEILD is not obligated to award the contract to the lowest price offer.
 - Prior to expiration of the period of Bid validity, SHEILD shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Requirements and Technical Specification, and has offered a good and reasonable price.
 - Contract Signature: Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to SHEILD.



Section Four: Data Sheet

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

Tender Title	Supply of UHT Milk Cartons
Country/ Location	Lebanon
Language of the Bid	English
Open Date of the Bid	11 November 2023
Closing Date of the Bid/Deadline	20 November 2023
Period of Bid Validity commencing on the submission date	90 Days
Advanced Payment upon signing of contract	NA
Preferred Currency of Bid	Fresh USD
Deadline for submitting requests for clarifications/ questions	16 November 2023
Contact Details for submitting clarifications/questions	Bid Submission inquiries to: S_safieddine@sheildgroup.org M_hallal@sheildassociation.org Operations Coordinator: H_albandar@sheildassociation.org
No. of copies of Bid that must be submitted	1
Bid submission address	SHEILD office: Beirut – Badaro – Sami el Solh Street – Manhattan Building 5 th Floor
Manner of Submitting Bid	By a sealed and stamped envelope (Technical Separate from Financial) Both in one big envelope. The envelopes must not display any indication of the interested supplier.
Date, time and venue for opening of Bid	TBD
Required Documents that must be Submitted to Establish Qualification of Bidders	Legal registration documents (commercial circular, MoF registration certificates...)
Date to receive the goods and services from supplier/ contractor	Delivery schedules will be provided by SHEILD upon signing of the contract. The awarded supplier must take into consideration that the deliveries must start within two days after being awarded the contract the two days can be on Saturday and Sunday



Section Five: Requirements and Technical Specification

Project Information:

Within the framework of the School Snacks Program for 2023-2024 initiated by WFP, SHEILD will be requested to contract with a supplier to deliver nutritious snacks to approximately 18,500 children enrolled in 34 schools in South Lebanon and Nabatieh Governorate.

The number of students per snack bag for each distribution day is 18,500. The precise figures per day and per school will be communicated to the supplier bi-weekly, taking into account updated registration figures, attendance records, and the potential for any disruptions in school operations.

Upon signing the contract with the winning supplier; the contract is set to last until the 31st of July 2023

The total estimated number of distribution and dispatch days could be as many as 173. In most instances, snacks are to be transported to the schools daily, unless alternative arrangements are mutually agreed upon or deemed necessary.

Milk Cartons Specifications:

GOODS	SPECIFICATIONS	AVERAGE WEIGHT
Milk Cartons	locally produced, individual pack, plain, whole fat, UHT sterilized	125 ml

Milk Cartons Requested:

Goods	Average ML per Meal per Day	Average Ltr * Number of Meals per Day	Number of Feeding Days / Item	Total Quantity in Ltrs
Milk UHT 125 ML	125 ML	2,313 Ltr	60	138,750 Ltrs

***125 ML Milk Cartons: 18,500 * 60 Days = 1,110,000 Milk Cartons**



School Snack Activity:

Month	Expected number of school days	Fruits & Vegetables	Milk & Nuts
October 2023	22	Apples, 4 days Bananas, 4 days Pears, 8 days Cucumbers*, 3 days Apple Chips, 3 days	Milk, 7 days Peanuts, 7 days Mixed Nuts and Fruits, 8 days
November 2023	21	Apples, 3 days Bananas, 4 days Pears, 8 days Cucumbers*, 3 days Apple Chips, 3 days	Milk, 7 days Peanuts, 7 days Mixed Nuts and Fruits, 7 days
December 2023	16	Apples, 4 days Bananas, 4 days Pears, 4 days Cucumbers*, 2 days Apple Chips, 2 days	Milk, 6 days Peanuts, 5 days Mixed Nuts and Fruits, 5 days
January 2024	20	Apples, 5 days Bananas, 5 days Carrots, 4 days Cucumbers*, 3 days Apple Chips, 3 days	Milk, 7 days Peanuts, 6 days Mixed Nuts and Fruits, 7 days
February 2024	19	Apples, 5 days Bananas, 4 days Carrots, 4 days Cucumbers*, 3 days Apple Chips, 3 days	Milk, 7 days Peanuts, 6 days Mixed Nuts and Fruits, 6 days
March 2024	18	Apples, 4 days Bananas, 4 days Carrots, 4 days Cucumbers*, 3 days Apple Chips, 3 days	Milk, 6 days Peanuts, 6 days Mixed Nuts and Fruits, 6 days
April 2024	19	Apples, 4 days Bananas, 5 days Carrots, 4 days Cucumbers*, 3 days Apple Chips, 3 days	Milk, 6 days Peanuts, 6 days Mixed Nuts and Fruits, 7 days



May 2024	19	Sour green plums <i>janerik</i> /Plums, 6 days Apricots, 6 days Nectarines, 7 days	Milk, 7 days Peanuts, 6 days Mixed Nuts and Fruits, 6 days
June 2024	19	Nectarines, 7 days Apricots, 6 days Sour green plums <i>Janerik</i> /Plums, 6 days	Milk, 7 days Peanuts, 6 days Mixed Nuts and Fruits, 6 days
Total Days	173		

**Cucumbers should always be distributed with the Mixed Nuts and Fruits item.*

NOTE: The 173 school days will stay the same. The elapsed school days of October and November will be implemented. This schedule for the elapsed days will be coordinated with the awarded supplier in due time, during the implementation of activities.

Supplier Responsibilities:

SHEILD will contract with a delivery “logistic” company that shall be responsible for receiving the milk carton packs in order to package them, with the other commodities and deliver them to the targeted schools in South Lebanon and Nabatieh Governorate.

1. Load the milk carton packs onto trucks using clean crates or cartons that are easy to handle, suitable for loading and unloading, and equipped with proper food ventilation.
2. Transport the milk carton packs to the delivery company that SHEILD will be collaborating with based on the bi-weekly plan provided beforehand.
3. The supplier must provide SHEILD with a Focal Point to be available at any hour to liaise with regarding any needed information or coordination.
4. Regular pest control measures should be implemented both in the specific area and the trucks used for the apple chips snacks to be transported to the delivery company.
5. The specific area must uphold a consistent level of cleanliness, adhering to high standards of hygiene and proper housekeeping.

The supplier must take into consideration that the milk carton packs are within sufficient expiry date before consumption and nutritional facts and product description are listed including:

- Commercial product name and description, allergens information, and ingredient list.
- Nutritional facts and data.
- Type of processing as indicative to the product's nutritional value, storability, and preservation needs.



SHEILD staff and SHEILDs Quality Control and Food Safety Officer will be present supervising the operation and making sure that the above requests are according to set standards and specifications.

Visits from M & E Officers and WFP may also occur.

Waybill:

1. The supplier will issue a waybill for every delivery made and will make sure the waybill is validated and approved by the delivery focal point. Three copies of waybills will be provided from the Supplier (one for the delivery “logistic” company, one for SHEILD, and one for WFP)

Transportation and Delivery Clause:

1. The supplier is required to furnish SHEILD with a comprehensive breakdown of the transportation costs involved in delivering the milk cartons, whether the delivery "logistics" company is situated in Beirut or the South.
2. The supplier selected for the milk cartons will assume responsibility for any risks (accident, fire, theft, damage etc..) that may arise during the packaging and transportation of the cartons to the designated delivery logistics company. The transfer of risk occurs at the point of handover, where the responsibility for the cartons shifts to the delivery logistics company upon the signing of the waybill.
3. SHEILD officials and designated personnel overseeing the inspection of the milk carton retain the authority to reject any of the goods that fail to meet the specified requirements.

Supplier Requests:

1. The supplier must be “legally” registered and must have a valid “license” that allows them to provide these service(s).
2. The supplier must have at least three (3) years’ experience in this domain of services.
3. The supplier must provide a full profile including previous contracts (collaborations) awarded to the company during the last three years
4. The company must have a valid address (office, premises, location etc...)

Bidders who do not meet the criteria mentioned above are deemed ineligible, and their proposals will not undergo further evaluation.

Contract:

1. The Contract with the winning supplier will start approximately on the 27th of November 2023 until the 31st of July 2023.
2. The offer will be provided in American Dollars



3. Delivery schedules will be provided by SHEILD upon signing of the contract. The awarded supplier must take into consideration that the deliveries must start within two days after being awarded the contract the two days can be on Saturday and Sunday
4. SHEILD officials will perform an on-site inspection at the premises of the selected supplier prior to contract signing. This visit aims to supervise and assess the services that the supplier is set to provide.

Payment:

1. The supplier shall be reimbursed within 15 – 20 days of delivery of the milk carton packs to the delivery company, subject to an inspection and confirmation of the delivered quantities and quality.
2. The supplier will send an invoice for every batch delivered to the delivery company, and SHEILD will settle the invoice within 15 – 20 days of receipt of the official invoice.
3. Payment shall be made via Bank Wiring Transfer (The bidder company must have a Fresh USD bank account in its name)
4. SHEILD will not cover bank charges/commission fees related to the bank transfer once payment is transferred.
5. The Supplier must issue a “Waybill” with every delivery. The delivery company's focal point will make sure that the waybill is validated and approved.

Scoring Mechanism:

Technical Offer:

- The technical envelope must include all the details related to the scoring mechanism, or else disqualification from the bidding process shall take place. ***Please refer to pages (s) 5- and 6-point No. 11 titled “Evaluation of Bid”***

Financial Offer:

- The Financial envelope must only include the financial offer of the bid.

**A sample of a packaged good is highly recommended to be provided with the offer being delivered to score more transparently*

The envelopes must not display any indication of the interested supplier.



Section Six: Bid Submission Form

Bid Submission Letter

To: SHEILD, South Lebanon

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the related services required for the Supply of “UHT MILK Cartons” with your Invitation to Bid dated 11 of November 2023. We are hereby submitting our Bid.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept any misrepresentation.
- b) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- c) We do not employ, nor anticipate employing, any person who is or was recently employed by SHEILD.

We confirm that we have read, understood and hereby fully accept the Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of SHEILD under this ITB.

We agree to abide by this Bid for: **90 Days**.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that SHEILD is not bound to accept this Bid that we shall bear all costs associated with its preparation and submission.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Contact Details:



Section Seven: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder's Legal Name	
In case of Joint Venture (JV), legal name of each party	
Actual Country/ies of Registration/Operation	
Year of Registration in its Location	
Countries of Operation	
No. of staff in each Country	
Years of Operation in each Country	
Value and Description of Top three (3) Biggest Contracts for the past five (5) years	
Bidder's Authorized Representative Information	