

DATE: 08/08/2019

INVITATION TO BID: No. ITB2019/04T
FOR THE ESTABLISHMENT
OF A FRAME AGREEMENT FOR THE SUPPLY AND DELIVERY OF
MEDICINES

CLOSING DATE AND TIME: [05/09/2019]– 3:00 PM

INTRODUCTION TO Restart Center

Restart Center for the Rehabilitation of Victims of Violence, Torture is a Non-Governmental Organization (NGO) active in the field of Human Rights; specifically the Rights to Rehabilitation and Prevention from Torture.

The establishment of Restart Center, in 1996 in Tripoli region, emerged from the need to rebuild the lives of Torture and Trauma survivors in Lebanon and to restore the harm suffered by the victim whose dignity, health, mental health and self-sufficiency may not be fully recovered without the adequate, effective and comprehensive rehabilitation.

As of 1996 till date, Restart Center has been ensuring effective identification and access to rehabilitation for all victims of torture and ill-treatment throughout the provision of health, psychological, social and physical rehabilitation as well as legal services to victims of Torture, War Trauma and their families.

For further information on Restart center, its mandate and operations please see: www.restartcenter.com

1. REQUIREMENTS

The Restart Center for Rehabilitation of Victims of Violence and Torture, Tripoli invites qualified suppliers registered with the Government of Lebanon to submit their firm offers for the establishment of Frame Agreement(s) for the supply, delivery of Medicines as listed in Annex A.

IMPORTANT

Exact technical specifications of the items are detailed in Annex A of this document

Restart Center may award Frame Agreement(s) with initial duration of 1 year, potentially extendable for a total of 2 (two) years period, 1 (year) each extension, subject to the satisfactory vendor's performance and availability of funds. The successful bidders will be requested to maintain their quoted price model for the duration of the Frame Agreement(s).

Figures have been stated through a tentative annual forecast (Annex C) in order to enable bidders to have an indication of the projected requirements. It does not represent a commitment that Restart will purchase the above quantity but it provides a good indication of the annual demand. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders against the Frame Agreement.

IMPORTANT:

When a frame agreement is awarded, either party can terminate the agreement only upon 90 days' notice, in writing to the other party.

It is strongly recommended that this Invitation to Bid document and its annexes be read thoroughly. Failure to observe the procedures laid out therein may result in disqualification from the evaluation process.

Note: this document is not construed in any way as an offer to contract with your firm.

2. BIDDING INFORMATION:

2.1 ITB DOCUMENTS

The following annexes form integral part of this Invitation to Bid:

- Annex A: Technical offer form:
 - Part 1 - Annex A (Items offered, lead time)
 - Part 2 - Relevant certificates to be provided through a download link or secure alternatives
- Annex B: Financial Offer Form - Price List
- Annex C: Tentative annual yearly forecast
- Annex D: Vendor Registration form

2.2 ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this ITB via email to marieline@restartcenter.com as to:

- Your confirmation of receipt of ITB
- Whether or not you will be submitting a bid.

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification in respect of this ITB by e-mail to Mira Akleh at mira@restartcenter.com and Marianne Chamoun at marianne@restartcenter.com copying Marie-Line Taleb at marieline@restartcenter.com **The deadline for receipt of questions is 21/08/2019 at 2:00 PM.**

IMPORTANT:

Please note that Bid Submissions are **NOT** to be sent to the e-mail address above. Failure to comply with this provision may result in disqualification.

Restart will compile the questions received and plan to respond to the questions shortly after the query closing date.

Restart may, at its discretion, copy and reply to a particular question to all other invited bidders at once.

2.4 YOUR OFFER:

All offers shall be printed in English or Arabic, if the offer is hand written it should be prepared using **BLUE INK PEN**

Please submit your offer using the Annexes provided. Offers not conforming to the requested formats may not be taken into consideration.

IMPORTANT:

Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any other Restart staff, or sent to other than the submission address will result in disqualification of the offer. Please send your bid directly to the address provided in the "Submission of Bid" section 2.6) of this ITB. The cost of preparing a bid and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.

Your offer shall comprise the following two sets of documents:

- Technical offer (Annex A)
- Financial offer (Annex B)

Technical and financial offer must be sealed and stamped in TWO SEPERATE envelopes which then should be sealed and stamped in a third envelope. Offers not following this requirement may be disqualified.

2.4.1 Content of the TECHNICAL OFFER

IMPORTANT:

No pricing information should be included in the Technical offer. Failure to comply may risk disqualification. The technical offer should contain all information required.

Your technical offer should clearly state whether or not the goods you are offering are fully conforming to the product specifications given. Clearly state and disclose any discrepancies with the specifications given.

The following details shall also be provided in the Technical Offer.

Item coverage: The technical offer shall clearly indicate the items quoted for in your offer (Annex A) and also if alternative is offered in any of the cases. Please note that full coverage of the items indicated as Mandatory will be taken into consideration in the evaluation same as % of total item coverage in your offer. Please submit Annex A both in Excel and Pdf versions.

Time required for goods readiness: Lead-time for each item should be stated in Annex A. The suppliers are advised to provide a time frame required for the delivery of items to Restart from the date of request. Duration provided will be valid for the entire time span of the Frame Agreement.

Country of Origin of the Supplier and place of Manufacture: The technical offer shall state the country in which the supplier is registered as well as the country and place of manufacturing of the products clearly identifying the factory address.

Additional information: Any information which the supplier may consider necessary or useful to clarify their bid is appreciated.

Warranty: The bid shall include period with terms of warranty.

Vendor Registration Form: If your company is not already registered with Restart, you should complete and submit with your technical proposal the Vendor Registration Form (Annex E),

Vendor information:

- Company profile and organization (Location – Branches – staffing ect): State whether your company is a: Manufacturer, Authorized agent (Attach principal/manufacturer's authorization letter or Other (Please specify) along with:
 - Commercial circular اذاعة تجارية
 - Commercial registration شهادة تسجيل
 - VAT registration
 - License to sell medicines in Lebanon from Ministry of Public Health (MOPH)
 - Financial standing: Provide certificate of non-bankruptcy and no judicial liquidation in addition to copies of the company's audited accounts for the last three (3) years
 - Valid Good Storage and Distribution Practice (GSDP) certification
 - Valid Good Manufacturing Process certifications for manufacturers (GMF)
 - List of warehouse location and capacity and delivery coverage in Lebanon
 - Confirmation on Companies capacity for weekly delivery to Beirut and Tripoli

N: B: Vendors who have already submitted their respective documents are waived from the above.

Certificates:

Mandatory Certificates (to be indicated in Annex A):

- a. Registration/ marketing authorization (license) in the country of manufacture/origin
- b. Good Manufacturing Practice (GMP) (current), certification by
 - a. WHO Certification Scheme, or
 - b. Applicable national regulatory body (this can also be part of a national manufacturing license)
- c. WHO Prequalification Programme with WHO Reference number (When Applicable)

- d. Certificate proofing that offered medicines are registered in Lebanon (MOPH registration certificate).
- e. Confirmation that all offered medicines will have LPIA Hologram, **or**
- f. Confirmation that all offered medicines are genuine, **or**
- g. Letter of appointment from manufacturer (for agents).
- h. Confirmation that proper medicine storage and distribution procedures are maintained throughout every level of the supply chain to ensure adequate quality of medicines and supplies at the end-user level (Kindly describe the process).

Additional Certificates as applicable (to be indicated in Annex A):

- US Food and Drug Administration (USFDA), the European Medicines Agency (EMA)
- Approved by a Stringent National Medicines Regulatory Authority (SRA)
- Manufacturer and/or product approved by Interagency Pharmaceutical Working Group (IAPWG)

If required, the bidder shall submit any necessary certificates upon request.

Manufacturer Documentations required (to be indicated in Annex A):

- Manufacturer contact details and name manufacturing site(s)
- Manufacturing license(s).
- Copy of last inspection report relevant to the manufacturing site.

Storage Capacity: Successful bidders will be expected to maintain a dedicated emergency stock at their premises at no extra cost and without prior commitment from Restart, which can be used for rapid deployment. The bidders should indicate in their offer the quantity they can maintain accordingly. Restart does not commit to purchase this white stock at the end of the contract.

Inspection: Inspection and laboratory testing of goods might be applicable and will be advised at the time of purchase. The inspection will be arranged and paid for by Restart. Please note that inspection charges resulting from the supplier's default will be charged directly to the supplier.

Country of Origin of the Supplier and place of Manufacture: The technical offer shall state the country in which the supplier is registered as well as the country and place of manufacture of the products.

The following documents shall also be provided along with the offer:

- A. *Written confirmation of acceptance of Restart's conditions below (This can be typed out)*
 - Provision of medications with remaining 65% shelf life
 - In case of emergency that requires immediate drug administration, please indicate the **minimum lead time** required.
 - Attendance of the yearly meeting with Restart's medical and management teams
 - Complying to and agreeing on Restart's Payment Terms and Conditions.
 - Inform Restart whenever a medication's price variation occurs.
 - Inform Restart of any new and cheaper medicine
 - Notify Restart of any expected gap in medication one month in advance
 - Flexibility in return or change of medicines that are no longer used at the center

Any information that will facilitate our evaluation of your company's substantive reliability, financial and managerial capacity to provide the services.

2.4.2 Content of the FINANCIAL OFFER

Your separate **Financial Offer** must contain an overall offer in a single currency in **LBP**. Bids that have a different price structure may not be accepted.

The Financial offer is to be submitted as per the Financial Offer Form (**Annex B**). Bids that have a different price structure may not be accepted.

The prices offered should remain valid for at least one year, except in case of MOPH price revision. If so, company should submit new price list with new MOPH prices while keeping the discount percentage and free of charge units fixed. The prices shall only be made effective upon agreement based on written amendment signed by both parties.

The following details shall be provided for each item:

Restart will assess the financial evaluation based on the most cost effective quotes that are technically compliant. Suppliers shall submit their offer based on the INCOTERM Delivery at Place (DAP) – Named place.

Unit costs: the bidder shall quote the unit price (per packing unit: Box or Ampoule) on DAP basis. Any quantity or other discounts (e.g.: volume discounts) shall be clearly indicated.

Format: Use **ONLY** the attached Annex B Financial Offer (Price list) for submitting your quote and the offers for the four scenarios. Please submit Annex B both in Excel and Pdf versions.

You are requested to hold your offer valid for 180 days from the deadline for submission. Restart will make its best effort to select a company within this period. The pricing model quoted in the Supplier's offer will remain valid for the duration of the Frame Agreement. Restart's standard payment terms are within 30 days after satisfactory implementation and receipt of documents in order.

2.5 BID EVALUATION:

The Evaluation will be conducted in 2 stages as follows:

a. First Stage (Technical): Restart nominated technical evaluation committee will conduct the technical evaluation of the received offers based on a pass/fail determination as listed in 2.4.1 and whether the specification substantially conform to the requested items.

b. Second Stage (Financial): Bids will be tabulated and compared for all companies passing the technical evaluation. It is important to your offer using Annex B.

IMPORTANT: The Financial offer will only be opened for evaluation if the supplier's technical part of the offer has passed the technical evaluation and has been accepted by Restart center as meeting the technical specifications.

2.6 SUPPLIER'S REGISTRATION

The qualified suppliers will be added to the Vendor Database after investigation of suitability based on the submitted supporting documents (Operation License, valid VAT Registration Certificate and the warehouse compliance). The investigation involves consideration of several factors such as:

- Company profile and organization
- Company registration, extract from trade register
- Company license
- Financial standing
- Staffing (number, structure/levels)
- Experience working with public sector institutions
- Legal and commercial capacity to enter into a contract.
- Warehouse location and capacity

This will be followed later by performance evaluation as a supplier such as:

- Random / periodic quality control of the supplier's products Provision of Medications as per Restart's requirements Timely delivery
- Dependability of products and services
- Responsiveness, ability to respond quickly to Agency's needs
- Timely and appropriate communication

Restart might do a verification visit on interested supplier to assess their capability prior the selection process. Warehouse visit will be part of the verification visit

2.7 SUBMISSION OF BID:

Bids should be submitted **by hand** in a sealed envelope to the secretaries at Restart Center Premises in Tripoli or Beirut with all needed supporting documents as per the below:

➤ **Tripoli Delivery Address:**
Attention secretary: **Saydeh Nakhoul**
Residence 5 Building, 1st floor,
Damm & Farez Street, Tripoli, Lebanon

➤ **Beirut Delivery Address:**
Attention secretary: **Ferial Hamdar**
Centre Bouchédid, 4th Floor,
Damascus Road, Furn El-Chebbak,
Beirut, Lebanon (Above BLOM Bank).

- **Bid Reference: No. ITB 2019/04T**

Deadline: 05/09/2019 at 3:00 PM.

IMPORTANT:

Any bid received after this date or sent to another address may be rejected. Restart may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective bidders simultaneously.

Restart Center will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that sufficient information is available, the bidder shall furnish, as part of the bid, any descriptive material such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its offer.

2.8 BID ACCEPTANCE:

Restart reserves the right to accept the whole or part of your bid.

Restart may at its discretion increase or decrease the proposed content when awarding the contract and would not expect a significant variation of the rate submitted. Any such increase or decrease in the contract duration would be negotiated with the successful bidder as part of the finalization of the Purchase Orders for Goods.

Restart may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers in writing. Such extension of the deadline may accompany a modification of the solicitation documents prepared by Restart at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that Restart is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to Restart's general principles, including economy, efficiency and best value for money.

Restart reserves the right in its discretion to cancel this ITB or to not select any of the bidders for award(s).

2.9 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

Any Purchase Order (PO) issued as a result of this ITB will be made in the currency of the winning offer. Payment will be made in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by Restart on a monthly basis.

2.10 ZERO TOLERANCE POLICY

Please note that Restart Center strictly follows zero tolerance policy and as such advises its suppliers not to offer any gift, favor, hospitality, etc. to its staff.

Marie-line Taleb
Procurement Officer
Restart Center

