



REQUEST FOR PROPOSAL

**Ref.: RFP-FIND-PSA-2020-01 - Hiring of Procurement Service
Agency for the Foundation for Innovative New Diagnostics,
Sri Lanka**

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1. EXECUTIVE SUMMARY

FIND is an international non-profit organization based in Geneva, Switzerland. The organization is dedicated to activities that result in: 1) new diagnostic tools; 2) expanded access to these tools; and 3) strengthened diagnostic testing capacity for poverty-related diseases in low- and middle-income countries. Recently we have received Fleming Fund Country Grant to address critical gaps in surveillance of antimicrobial-resistance (AMR) in Sri Lanka in partnership with PATH. For more information about the organization, please visit <http://www.finddx.org/>

In the frame of this project, FIND is seeking a qualified service provider to act as FIND's procurement and supply agent for goods and services. This Request for Proposals (RFP) will also be published on FIND's website.

The awarded Procurement and supply Agent shall diligently oversee, discharge and perform all services necessary to achieve the optimum value for the monies expended by FIND while ensuring that all procurement transactions are conducted in compliance with the principles, rules and procedures set out as in the contractual agreement.

The Procurement service agent will report to FIND.

2. LIST OF DEFINITIONS AND ACRONYMS

For the purposes of this Descriptive Document or any document, which forms an intrinsic part of the Descriptive Document, the definitions set out in this list shall apply.

FIND	Foundation for Innovative New Diagnostics
HS	Harmonized System
IATA	International Air Transport Association
MoH	Ministry Of Health
PSA	Procurement Service Agent
RFP	Request for Proposals
SOW	Scope Of Work
AMC	Annual Maintenance Contract
BSL	Bio-Safety Laboratories
SOE	Statement of expenditure

3. BACKGROUND AND PROJECT DESCRIPTION

The purpose of this RFP is to identify a qualified service provider to act as FIND’s Procurement Service Agent (“PSA”) for the procurement and logistics management of medical equipment and consumables to Sri Lanka in accordance with the FIND procurement guidelines.

The PSA will be in charge of the full supply chain process from order placement until delivery to the sites, including support to the sites to obtain the necessary import permits, taxes and duties waivers and in-country authorizations to import goods, troubleshooting, etc. in a timely, cost-effective and transparent manner. The PSA will also be responsible for periodic reporting of data, as agreed with FIND, for monitoring and evaluation purposes.

4. ESTIMATED PROCUREMENT VOLUMES AND PRODUCTS

The estimated procurement volume for the above project would be about one million and four hundred thousand dollars (1.4 M) and the project duration of the above contract would be for approximately one (1) year. The procurement would mostly be for the following medical equipment and consumables.

S. No.	Description of Equipment
1	Biosafety cabinet Class II A2 with UPS (3 feet)
2	Laboratory Incubator (benchtop)-194L
3	Laboratory Incubator (405L)
4	Refrigerated centrifuge with UPS
5	Non- Refrigerated Centrifuge
6	Autoclaves: Vertical (Media Preparation): 75-150L
7	Autoclaves: Vertical (Waste Management) 75-150L
8	Analytical Balance
9	Precision balance
10	Vortex
11	Electric Micro incinerator
12	Light Microscope (oil immersion)
13	UPS with batteries 3 kva, half hour back up
14	Double Distillation Unit
15	Water Bath
16	Hot Air Oven (For sterilization)-260liters
17	pH meter
18	Deep Freezer(-80 Deg C)
19	Storage rack for -80 freezers
20	Cryo box for -80 freezers
21	Deep Freezer(-15°C to -35°C)(200-300L)
22	CO2 Incubator
23	Gas cylinders and mixing system for the CO2 incubator
24	Magnetic Stirrer with Heating Plate
25	Refrigerator 300 lit
26	Nephelometer

27	Variable Volume Pipette (100-1000 ul)
28	Variable Volume Pipette (20-200 µl)
29	Variable Volume Pipette (2-20 µl)
30	Variable Volume Pipette (0.1-10 µl)
31	Conductivity Meter
32	Hotplate
33	Nichrome loops(Pack size of 50)
34	Desk Top Computer
35	Printer
36	Scanner
37	External Hard Drive
38	Zebra Printer(Bar Code Printer)

S. No.	Description of Consumables
1	Autoclave taps, (Chemical indicators)
2	Biological indicators
3	Oxoid antimicrobial susceptibility Disc dispensers for 8 disc cartridges
4	First aid kits
5	MacKonkey Agar (oxid - CM0007)
6	MH agar (Oxoid - CM0337)
7	Cefoxotin (FOX30) , (Oxoid CT0119B)
8	Ceftriaxone (CRO30), (Oxoid CT0417B)
9	Cefotaxime (CTX30), (Oxoid CT0166B)
10	Ceftazidime (CAZ30), (Oxoid CT0412B)
11	Co-trimoxazole, (Oxoid CT0052B)
12	Ciprofloxacin (CIP5), (Oxoid CT0425B)
13	Levofloxacin (LEV5), (Oxoid CT1587B)
14	Imipenem (IPM10), (Oxoid CT0455B)
15	Meropenem (MEM10), (Oxoid CT0774B)
16	Oxacillin (OX1), (Oxoid CT0159B)
17	Amikacin (AK30), (Oxoid - CT0107B)
18	Colistin (CT10), (Oxoid CT0017B)
19	Gentamicin (CN10), (Oxoid CT0024B)
20	Azithromycin, (AZM15) (Oxoid CT0906B)

Final procurement volumes cannot be confirmed at this point. Interested applicants are therefore invited to provide offers based on the Scope of Work (SOW) provided below, which outlines services to be rendered. Applicants should apply their costing/ fee structure according to their internal pricing strategy for such services.

5. SCOPE OF WORK

The PSA will be responsible for all aspects of procurement and delivery of products from manufacturers to approximately twenty (20) designated consignees at the place of delivery across Sri Lanka, for the full project duration of one (1) year within agreed timelines and following a competitive and transparent procurement process. Specifically, the selected PSA will be in charge of the following activities:

(a) Management and coordination of the full supply chain process of registered and non-registered health commodities within optimized timelines

Upon receipt of FIND instructions (description, quantity, special instructions, delivery address, deadline, etc.), and in collaboration with the manufacturer and end user, the PSA will be in charge of coordinating all the procurement and shipping process until delivery.

(b) Compliance with national and international regulation standards

Ensure that procurement process is conducted in compliance with the National Regulatory Authority of Sri Lanka procurement guidelines including MQAS (Model Quality Assurance System) for procurement and green procurement guidelines. Ensure that Products procured comply with national IVDs and pharmaceutical or other health regulations (e.g. IATA regulations) and, where applicable, are authorized by the **National Medicines Regulatory Authority (NMRA)** in the country in which such Products are used following its standard practices for registration (or other forms of authorization, such as authorizations for special use).

(c) Coordination between manufacturers, end users and FIND

Contact manufacturer for quotation purpose, stock availability, shipping, temperature expiry date, registration status, IATA category (if applicable), etc. Contact the consignee to collect in-country/site-specific information and recommendation site registration status, import permit and taxes and duty waiver process with documentation needed, penalty practices for storage, in-country transportation, recommended incoterm, agent, courier, storage capacity, etc. Ensure all parties are informed of each step of the procurement process, including FIND.

(d) Special shipping, storage, warehousing

Assess needs; identify and address gaps, such as storage/warehousing facility needs (with FIND approval). Ensure manufacturer recommended temperature for shipping and storage is respected all along the shipping process (during shipping, transit and after delivery, with adequate storage conditions upon receipt at the sites, etc.).

(e) Selection of the most competitive freight forwarders

Select the most competitive freight forwarder according to recommendation, type of goods, country service, etc. ensure the goods are packed according to IATA regulations (e.g. right packing number).

(f) Selection of the incoterm

Use of the right incoterm depending on in-country practice, site recommendation and status (registration or use of in-house agent) and/or as agreed with FIND.

(g) Order placement, competitive bidding when required

Request FIND approval to place the order with the manufacturer and/or through the upon submission of comprehensive information, such as expiry date, estimated timelines, insurance,

and any issue affecting deliverables of the project. Provide FIND with cost estimates outlining inter alia, the unit price, total price, the procurement fee, cost of insurance, cost of freight forwarding, cost of customs clearance, importation charges (if any), import duty waiver status. Select freight forwarder following competitive bidding process. When instructed by FIND, the PSA will be requested to go through a competitive bidding process for the selection of products to be procured.

(h) Documentation preparation and coordination

Collect all information and documentation needed (pro-forma invoice, packing list, COA, etc.) for a smooth importation process. The PSA will ensure that un-registered products are declared as such (e.g. for research use only, etc.) with a nominal value for customs purpose only as they will not be commercial products yet. The PSA will ensure the right HS code is utilized by the manufacturer. The PSA will check all specifics.

(i) Import permit application/taxes and duty waiver

The PSA will assist/support sites to obtain the necessary documentation such as import waiver, import permit and in-country authorizations. The PSA will have qualified agents to handle IATA regulated commodities (e.g. IATA accreditations to issue shipper's declarations).

(j) Manage full customs clearance process until delivery

Deal with the customs clearance process and agents until delivery using pre-identified channels (e.g. in-country agent, shipping to partner that has waiver in place, etc.).

(k) Communication/Tracking

Provide track-and-trace facilities to FIND and the consignee for tracking status of orders. Specifically, the PSA shall make available real-time data to inform FIND of each step in the order process, including receipt of request for cost estimate from FIND; issuance of cost estimate from the PSA; the date of receipt of payment from FIND in accordance with the cost estimate; order placement by the PSA with the manufacturer; expected delivery dates; and shipping details. Corresponding documentation will be systematically provided to FIND.

(l) Manage after sale service, maintenance, troubleshooting

Deal with any maintenance, replacement, request to support the sites. Timely Intervention in the event of problems (e.g. loss, damages, etc.) or maintenance needs etc. Coordinate returns and replacements and support sites in addressing issues. The PA is to remedy and notify FIND of any inconsistency or noncompliance (including, but not limited to credible allegations of suspected loss, fraud, diversion or financial misappropriation or confirmed loss, fraud, diversion or financial misappropriation) of which the PSA becomes aware.

(m) Additional deliverables

The PSA will be required to develop in consultation with FIND, global and country-specific standard operating procedures (SOPs) that outline the key stages in the procurement, order and payment management process including details of the interactions between FIND, the PA and the sites. The SOP must detail:

- responsibilities of all parties involved in the process
- service level agreements for key steps in the procurement process
- communication channels
- templates for key documentation including the format of price quotes; final invoices; reporting

- mitigation of the risk of loss, fraud, diversion or financial misappropriation
- description of the scope and format of data
- key performance indicators for monitoring of performance

The PSA will also be required to:

- Provide quarterly reporting (technical and financial) in a format agreed with FIND
- Maintain data on registration of Product by manufacturers in each country, with updates to FIND
- Develop clear processes for each country, depending on the site, type of goods for a transparent procurement process
- Share market intelligence data in a mutually agreed format (e.g. most competitive freight forwarder per country, lead-time measurement, etc.)
- Monitor and assess the performance of the freight forwarders and report to FIND
- Retain relevant documentation/ project-related records for time period specified by FIND for quality control and audit purposes

6. ADMINISTRATIVE INFORMATION

- a. Bidder shall provide evidence that they can meet FIND’s requirements for this procurement project as outlined in the Scope of Work. Evidence may take the form of written agreements, certifications, signed original letters or other verifiable written evidence.
- b. Bidder that demonstrates the best ability to deliver the required services to the highest quality standard, with the most reasonable cost will be selected.
- c. Bidder is required to specify in their bid whether they intend to subcontract any part of the work required under this RFP, and provide details on the part to be subcontracted and the agency to be used.
- d. Bidder shall include all of the following information in their proposal. Failure to provide all of the requested information or comply with the specified formats may be disqualified.
 - Copy of business registration documents, including proof of legal operation in their country of residence.
 - Bank reference to include letter of sound financial stead that indicates the value of the company.
 - Company qualifications and references as requested in Annex A.
 - Any additional service or proposals that FIND should consider to support the bid.
 - Provide full details of the price for delivering the services required in this RFP. The bidder needs to give a breakdown of the price sufficient to allow the full understanding of the price being offered.
 - The winning bidder shall be notified in writing after the bid analysis process. FIND is under no obligation to release the identity or purchasing terms of the winning bidder.
- e. Prior to expiration of the period of proposal validity, FIND will award the contract(s) to the qualified bidder whose proposal, after being evaluated, is considered to be the most responsive to the needs of the project. FIND has the right to eliminate bids throughout the evaluation process. However, FIND is under no obligation to state the reasons for elimination to the bidder. FIND reserves the right to, at any time during the proposal process, issue an amendment to the RFP detailing the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time. Official elimination is signified by a direct communication to that effect from FIND.

7. TASKS TO BE CARRIED OUT

- i. Assist FIND in drawing up a procurement plan at the outset of project in the format agreed for the project. This will be based on the demand forecasting done by FIND.
- ii. Assist FIND in improving initial specifications prepared and issued by FIND to the point where specifications are broad based, clear, complete and suitable for the purpose of seeking competitive bids from suppliers, ensuring that specifications provide no preference to one supplier, or that the reasons for purchase of proprietary or named goods from a particular supplier are in accordance with the organizational procurement guidelines for the project. The specifications/scope shall include procurement of lab equipment , lab consumables (prop and no prop) and AMC of equipment as well as BSL 3 infrastructure installation of equipment, warranty, maintenance during warranty, provision for Annual Maintenance Contract (AMC)/ Complete Maintenance Contract (CMC) and other related works.
- iii. Identify the potential suppliers through pre-qualification (if so required and agreed in the procurement plan) on case to case basis by ensuring that suppliers selected are financially sound and have appropriate technical capacity and capability.
- iv. Prepare invitation for Bid (IFB), if pre-qualification was not used and Bid documents (based on standard bidding documents already available), publication of all solicitation documents and invite bids in accordance with the agreed procurement guidelines for the project.
- v. Arrange pre-bid conference if needed and issue the Minutes of Meeting and corrigendum to bid document, if required.
- vi. Receive bids, public opening and conduct preliminary examination, undertake and record technical and commercial evaluation of bids on the basis of evaluation criteria defined in the bidding document. Seek clarifications from bidders, if required and as permitted under the procurement guidelines during the evaluation process.
- vii. Seek the financial concurrence of FIND once the most qualified (technical and financial) bidder is identified. The Agency will also be expected to conduct inspection of facilities of the recommended bidder, if required.
- viii. After the financial concurrence of FIND is received, issue the notification of award (NOA) and enter into contract with the recommended bidder on behalf of FIND .
- ix. Record and respond to complaints received during the bidding process and afterwards. During the bid evaluation process, the Agency will be responsible for identifying the indicators of collusion and other indicators of fraud and corruption, if any. For this purpose, the Agency will also be required to use the software for detection of indicators of fraud and corruption.
- x. Publish contract award information and provide debriefing to unsuccessful bidders, if requested.
- xi. Maintain relevant information/data for the complete procurement cycle covering all the stages of procurement starting from tendering, contracting, contract expediting, payment to

supplier, invoicing to FIND / or submission of statement of expenses (SoE) for funds advanced by FIND, the database of contracts issued, bids received etc. and also data collected through various market surveys etc. in the mutually discussed/ agreed formats (Hard copies/soft copies). As the PSA role is to handle the procurement on turn-key basis, the information /report about the tendering process will be shared with FIND only at the time of seeking the financial concurrence for contract award.

- xii. Arrange custom clearances and delivery to the consignees. Arrange appropriate insurance wherever the same is not provided by the supplier.
- xiii. Handle issues related to contract enforcement, warranties, recalls, claims etc.
- xiv. Release payments to suppliers of goods, works and services in accordance with agreed terms of payments.
- xv. Keep and provide such procurement statistics as may reasonably be required by FIND and other donors.
- xvi. Monitor the supply chain and suggesting measures to strengthen it.
- xvii. Provide necessary advice to FIND , wherever requested in procurement related matters such as updating of procurement procedures if appropriate, estimating budgets for procurement, advising on method of tendering, assistance to preparatory and review missions regarding procurement issues.
- xviii. Handle the procurement of goods, services and works
- xix. Set up and manage framework/call down contracts, wherever agreed.
- xx. Maintain all the procurement related records/files in systematic manner. Also maintain the separate Bank account for the funds received from FIND. Agency needs to maintain and provide a fund flow statement on funds received, interest earned (if any), and payments released to supplier on periodic basis along with copy of bank statements. Agency needs to keep all records and provide for audit by FIND /donors as and when needed.
- xxi. Supply the contract information (IFB, bid document, Minutes of pre-bid meeting, corrigendum to bid documents, contract award information, etc.) to FIND and publish the same on the PSA's website.
- xxii. Any other tasks related to the above.
- xxiii. FIND will reimburse the payment on submission of fund requests for work/supplies completed by the vendor and duly vetted by the PSA on submission of all relevant documents. FIND may also consider request for an advance fund request which will be based on forecasted procurement suggested by FIND during first week at the beginning of each quarter. Thereafter, will send a SOE (with all supporting documents) for last advance funds in first week of last month of the quarter, along with fresh fund request for next quarter.

8. DURATION OF THE ASSIGNMENT

The duration of this contract will be from **1st April 2020 to 31st May 2021** with periodic review option. If required, the contract could be further extended in case FIND gets grant for further duration and performance of agency found satisfactory.

9. REPORTING REQUIREMENTS

- Within 1 week of the start of its contract and receipt of the indent for first year, the PSA will present a draft annual work plan to FIND.
- The PSA will hold regular meetings with FIND for sharing and discussing the progress, emergent lessons and outcomes.
- Information to external organizations (this does not however apply to meetings with donor agencies for the purpose of obtaining Clearances/ No Objections etc.) and meetings with press /media should not be done by the PSA. This can only be done in exceptional cases with written permission of FIND. All details must be provided by the PSA in advance and must be agreed by the FIND prior to their being handed out for any purposes of external communication.

10.EVALUATION OF PROPOSALS

I. PRELIMINARY EXAMINATION OF PROPOSALS

FIND shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, documents have been properly signed, whether bidders are in FIND's list of suspended and removed consortiums, and whether the Proposals are generally in order. The preliminary evaluation criteria will consist of the following mandatory requirements

Preliminary evaluation criteria:-

- At least three (3) year's of experience of the firm in carrying out similar nature of procurement-related work in Sri Lanka/other countries. (Bidders must submit supporting documents like registration certificate etc.)
- The Bidder should have a consolidated turnover of LKR 25 cr in the last three (3) consecutive Financial Years (FY 2016-17, 2017-18 & 2018-19) from only procurement-related services rendered in Sri Lanka/other countries.

FIND will reject any proposal at this stage that does not fulfil the above preliminary criteria

II TECHNICAL EXAMINATION OF PROPOSALS

- In the second stage, the evaluation team shall review and evaluate the proposals that qualify the preliminary evaluation. Here, Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided shall be evaluated, applying the evaluation criteria given below.
- Each responsive proposal will be given a Technical Score
- A proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated below. Absolutely no changes may be made by FIND in the criteria and point system indicated after all Proposals have been received.

III FINANCIAL EXAMINATION OF PROPOSALS

- In the third stage, only the Financial Proposals of those Bidder who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal corresponding to the Bidder that did not meet the minimum passing technical score shall not be opened. The overall evaluation score will be based on a combination of the technical score and the financial offer.

11. SCORING CRITERIA

The award criteria shall be based on the proposal’s overall value for money, while taking into consideration the scoring criteria. A submission template is provided for the Technical Proposal (but not for the Financial Proposal, see Annexure A), which comprises a section to demonstrate global capabilities There are twenty two (22) questions in the technical scoring template. The technical score comprises 50% of the total score and the financial remaining 50%.

Each question in the Technical scoring template will be given a maximum score of 4 points where: 4 = Very Good, 3 = Good, 2 = Satisfactory, 1 = Poor, 0 = Not satisfactory. The scoring will be done based on the assessment as specified for each section. The financial proposal will be assessed following its alignment to the technical proposal and best value for money.

The scoring system is shown in the table below, which also provides an example to illustrate the calculations.

	Technical proposal	Financial proposal
Number of questions	22	N/A
Max score per question	4	N/A
Total points	88	N/A

Example provided in highlighted cells below

	Technical proposal	Financial proposal
Number of questions	22	N/A
Max score per question	4	N/A
Maximum Percentage	50%	50%
Minimum Percentage (for eligibility)	25%	N/A
Scored	42	*
Percentage obtained	24%	

$$=42 \times 50\%$$

88

*The financial scoring would be based on the competitiveness and sustainability of the fee rates, reimbursable expenses and overall cost of the project/assignment. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 50%. For working out the combined score, the employer will use the following formula:

Total points = T (w) x T (s) + F (w) x LEC / EC, where

T (w) stands for weight of the technical score

T (s) stands for technical score

F (w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal.

- Responsiveness of Proposal: FIND's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. If a Proposal is not substantially responsive, it shall be rejected by FIND and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- Non-conformities, Reparable Errors and Omissions: Provided that a Proposal is substantially responsive, FIND may waive any non-conformities or omissions in the Proposal that, in the opinion of FIND, do not constitute a material deviation. Provided that a Proposal is substantially responsive, FIND may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

12. TECHNICAL PROPOSAL FORMAT

The technical proposal should address how the Bidder intends to carry out the Scope of Work for the project. Bidders must submit concise and structured responses to the following questions that reflects a clear understanding of the nature of the work being requested, the environment in which the work must be performed (with country specific questions) , as well as innovative approaches to maximize efficiency and reduce bottlenecks. The proposal should be submitted in the table format provided below.

#	Questions	Comment	Assessment based on	Score
1	Describe the extent to which the bidder's proposed team collectively includes adequate numbers of suitably qualified and experienced staff with appropriate technical knowledge to manage the services outlined in this RFP. Please provide number and level of availability of personnel with relevant technical qualifications involved in day-today operations (including amongst others, experts in pharmaceutical products, if any; quality assurance; procurement; freight and logistics). The proposed level of effort and overall personnel profile including an overview of the structure of the team that will be responsible for delivering the services with details of the internal reporting mechanisms between team members should be presented. Awarded bidders will be requested to provide detailed CVs of key personnel.	Annex document(s)	Capacity and expertise to provide the services needed	
2	Brief details of recent or current contracts, and other current activities for work of a similar nature to the work outlined in the Terms of Reference, (Examples of tenders conducted for health including drugs commodities with a brief description of the process and the outcomes)	Annex document(s)	Experience working with International Organizations and Low-income/Lower-middle income countries	
3	Brief description of general arrangements to identify and mitigate against financial, legal, reputational and operational risks to clients (e.g. procurement delays, stock-outs and expiries, loss, damages, force majeure event, budget and cost overruns, quality assurance compliance and conflict of interests)	Annex document(s)	Demonstrate effective process in place to address issues effectively and rapidly	

4	Please provide a description of your proposed approach for achieving competitive and transparent purchasing of registered and non-registered products at the lowest possible price and/or best value and for delivery to the final destination, in a timely manner, and in accordance with national and international laws. Please describe in detail your approach to the following, including details of any sub-contractors to be used	Annex document(s)	Understanding of project needs	
5	Please provide a description of your ability to help, guide manufacturers and end users with the documentation needed to ensure a smooth and rapid supply chain process (drafting documents)	Annex document	Demonstrate expertise in document preparation in order to optimize timelines	
6	What is your experience in managing and responding to emergency, urgent, late requests	Annex document(s)	Demonstrate rapidity of actions (responsiveness and quick turnaround in very short timelines). Experience in monitoring and appraising the performance of manufacturers and other subcontractors	
7	What is your experience in managing short shelf life/expiry of products? How do you deal with these commodities	Annex document(s)	Ability to assess each consignment according to its shelf life considering remaining shelf life upon estimated delivery date in the country	
8	Do you have a specific internal procurement SOP?	Annex document(s)	In line with WHO/UNITAID guidelines	
9	Are you conducting procurement according to: - WHO procurement guidelines including WHO good distribution procurement practices for pharmaceutical products? http://apps.who.int/medicinedocs/documents/s18678en/s18678en.pdf - MQAS guidelines? http://apps.who.int/medicinedocs/documents/s21492en/s21492en.pdf	Annex document(s)	Procurement to be conducted in line with one of these guidelines	
10	Experience in procuring (outsourcing) packaging (ice pack, dry ice, related IATA packaging) - Do you have IATA Accredited agents or necessary contact in case of DGR declarations to be completed?	Annex document(s)	Ability to work with to deal with DGR	
11	Brief description of any storage warehouse being used for current or past contracts	Annex document(s)	Experience in ensuring adequate warehousing in place before delivery	

	and how assessment of need was carried out			
12	Brief description of experience in monitoring supplier/freight forwarding performance	Annex document(s)	Effective process in place	
13	Do you have an IT system for tracking orders and managing the procurement process?	Annex document(s)	Efficient system in place	
14	Can FIND have access to real time tracking data? How?	Annex document(s)	Ability to inform FIND/sites of the day to day progress of the procurement and supply process	
15	Please describe the issue-resolution strategy that will be implemented for any challenges encountered with the delivery of this project. This should include details of escalation pathways within PA and communication to FIND	Annex document(s)	process in place	
16	Are you involved in the GF E-market place Platform or any other relevant platform for inputs, or aware, and willing to place order through this platform?	Annex document(s)		
17	Do you have a green procurement SOP in place and are you following it for all your procurement?	Annex document(s)	If not available, Bidder will be encouraged to develop one.	
18	Please provide a description of your experience in providing technical assistance to low and middle income countries, specifically with respect to centralizing procurement systems to achieve pricing transparency, so helping drive down product process.	Annex document(s)		
19	Please describe how your organization deals with conflicts of interest	Annex document(s)		
20	Please describe any modifications to your usual processes that would be required in order to conduct this Project (if any)	Only if applicable	Assess key gaps (if any)	
21	Knowledge of the process to be followed for in-country Taxes, d import permit application, in-country authorization and duty waiver (including timelines)		Capabilities to identify right in-country processes (incl. documentation and timelines Ensure experience with in-country process and MoH/competent body requirements	
22	Local presence in Sri Lanka	Annex documents (s)		

13. INSTRUCTIONS TO BIDDERS

FIND will select a PSA to provide the services outlined under Scope of Work and in accordance with the method of selection specified in this RFP. Bidders are invited to submit a Technical and a Financial Proposal. An adjudication panel will be constituted to review the submissions, and the successful proposal will be the basis for the contract with the selected PA.

Proposal format and content

The bidder's proposal must be accompanied by:

- An **Executive Summary**
- A description of **general qualifications** to provide the services requested which should include information on length of operation, ownership, management, technical qualifications of staff and any other information they feel will support their bid.
- A minimum of three **client references**. Details must include contact name, phone number and e-mail address.

Bidders are required to submit **Technical Proposals** in the format (as per Annex. A

Bidders are required to submit **Financial Proposals** in their desired format. It should however be in line with the scope of work with costs break per activity. All monetary amounts must be stated in USD. Value Added Tax, (VAT) if any, is for the account and responsibility of the bidder.

The bidder should list any special arrangements and price schedules and rates it already has with freight/shipping/transport/insurance agents for the type of shipments required, if applicable. Bidders are, in particular, requested to provide their applicable insurance rate if an insurance underwriter is already under contract and the bidder intends to further avail itself of the underwriter's services.

When a monetary amount is written down in numbers as well as in characters, the monetary amount written down in characters prevails, if both amounts do not correspond to each other.

Submission of the wrong format for the Technical Proposal or financial proposal not covering all the costs associated to activities as defined in the scope of work may result in the proposal(s) being deemed invalid. Information which the bidder considers to be proprietary should be clearly marked as such. All information provided by the bidder will be treated as confidential and used for FIND internal purposes only.

The Proposal must be duly signed by an authorized officer of the company concerned. Proof of this person's entitlement to sign such documents should be provided, preferably by means of a copy of the relevant entry in the trade or professional register (according to the legislative requirements in place in the country in which the applicant has registered offices), or by a duly completed Power of Attorney, dated no more than six months prior to the time-limit for submission of Proposals.

Submitting proposals

Proposals must be received by 17:00 Central European Time on **12th March 2020**

Proposals should be submitted to procurement@finddx.org with cc to procurement.in@finddx.org, by e-mail, and formatted in Microsoft Word, PDF and/or Excel. The proposal prepared by the bidder and all

correspondence and documents relating to the proposal exchanged by the bidder and FIND shall be written in the English language.

Selection of the Procurement Service Agent will be based upon separate assessment of Technical and Financial proposals. These should be submitted separately, and each subject line of your email and the attached document must be labelled as follows:

- a) Your organization name – Technical Proposal – **RFP-FIND-PSA-2020-01**
- b) Your organization name – Financial Proposal – **RFP-FIND-PSA-2020-01**

Proposals received in any manner other than as outlined in this section, shall be invalid.

Request for information

Any questions or clarifications regarding this RFP should be submitted in writing via e-mail to procurement@finddx.org with cc to procurement.in@finddx.org by cob **5th March 2020**.

Modification and withdrawal

Any changes to a Proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Proposal, or state the changes from the original Proposal.

Proposals may be withdrawn on written request received from bidders.

Clarification of proposal

FIND, at its discretion, may ask any bidder for clarification of any part of their proposal to assist in the examination, evaluation and comparison of proposals. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange. Bidders may be invited to supply additional information on the contents of their proposal during the evaluation period. Bidders may also be asked to give a presentation of their proposal followed by a question and answer session.

Timelines for selection process

The proposed timetable for the selection process is as shown below.

Date RFP released: **27th February, 2020**

Latest date for submission of proposals to FIND: **12th March, 2020**

Potential Meetings with adjudication panel: w/c **23rd March, 2020**

Final selection: w/c : **30th March, 2020**

Please ensure a team is available from to engage in further discussions with the adjudication panel – either face-to-face at FIND's offices in Geneva or via videoconference/Internet. Please note that the timings of potential meetings with the adjudication panel and of final selection will be determined by availability of the necessary parties.

RFP terms and conditions

In submitting a proposal, the bidder acknowledges that FIND reserves the right to:

- Visit and inspect the bidder's premises
- Contact any/all referees provided
- Request additional supporting or supplementary information

- Arrange interviews with the proposed project team/consultants
- Reject any/all of the proposals submitted
- Accept any proposals in whole or in part
- Negotiate with the most favorable bidder.

The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this RFP.

14. KEY TERMS AND CONDITIONS OF PROPOSED PA CONTRACT

This annex contains an outline of the key principles, which shall be included in a contract between FIND and the successful bidder. It is intended to provide an overview and does not represent an exhaustive list of the points that will be addressed in the procurement service agent's contract, nor definitive contractual drafting of those contracts. FIND reserves the right to amend or supplement the principles highlighted in this Annex at any time.

1. Compliance with National and International Laws and Regulations

The procurement service agent shall ensure that the manufacture, procurement, handling, storage, importation and transportation of Product, and all contracts related thereto, are consistent with the purchase order together with applicable national and international laws. The procurement service agent contract shall contain mechanisms to be employed by the procurement service agent to notify FIND of, and remedy, any inconsistency or non-compliance including, but not limited to credible allegations of suspected loss, fraud, diversion or financial misappropriation or confirmed loss, fraud, diversion or financial misappropriation) of which the procurement service agent becomes aware.

2. Compliance with National Pharmaceutical or Health Product Rules and Regulations

The procurement service agent will be responsible for ensuring that Product procured shall at all times comply with national pharmaceutical or other health regulations and, where applicable, are authorised by the national drug regulatory authority in the country in which such Products are used following its standard practices for registration (or other forms of authorization, such as authorizations for special use). The procurement service agent shall encourage relevant manufacturers to register their Product in all relevant countries, irrespective of whether or not registration is a pre-condition for delivery; and will maximize its efforts to create incentive schemes. The cost of the registration of Product will not be covered by FIND.

3. Performance Standards

The procurement service agent contract will contain provisions requiring the procurement service agent to perform the procurement services in accordance with appropriate industry and professional standards. FIND will also require specific performance indicators against which the procurement service agent's performance will be measured and the corrective actions that the procurement service agent will need to take in the event of a failure to comply.

4. Quality Control Testing and Replacement of Products

The procurement service agent will be responsible for arranging and paying for all quality inspections, sampling and testing of Product in accordance with the required standards, which will be further detailed in the procurement service agent contract. In the event that samples are found not to comply with the specifications and test methods of the Products in question, the procurement service agent shall promptly arrange for replacement of the non-conforming Products without cost to FIND in accordance with procedures set out in the procurement service agent contract.

5. Arrangements for Shipment and Insurance

The procurement service agent shall ensure that appropriate insurance, transportation, customs clearance, warehousing and distribution procedures are implemented, either directly or through the contracted third party for all FIND procurements in accordance with principles set out in the PSA contract. The PSA will be responsible for management of all costs associated therewith. The procurement service agent secures the lowest cost means of delivery and insurance coverage that meets the needs of FIND while also ensuring the safety and quality of the Products. The procurement service agent shall dispatch

to the supported countries, before shipment of the Products, all documents required for importation and customs clearance. The procurement service agent shall insure the Product to the point of the agreed destination in an amount equivalent to 100% (one hundred and ten percent) of their replacement value, and obtain insurance appropriate for the storage, transport and delivery of pharmaceuticals. The transportation and insurance cost will be indicated as separate line items on the payment invoice to FIND. The procurement service agent shall ensure that appropriate insurance, transportation, customs clearance, warehousing prior to delivery to central medical stores (if required) and delivery to central medical stores are implemented for each procurement.

6. Bank Accounts

All payments for product purchases and third-party services made by FIND to the procurement service agent, and any accrued interest thereof, shall be deposited into a single special-purpose, interest-bearing trust account. The account shall be maintained in accordance with principles that are adequate for FIND, including, without limitation, prohibition on commingling of funds, granting encumbrances or other security interests, and other protections as reflected in the procurement service agent contract. FIND may require the PA to grant a mortgage or charge over the special purpose bank account or enter into some other security or priority arrangement to safeguard funds placed in that account in the event of the insolvency of the PA. The PA shall ensure that the special purpose trust account bears interest at a reasonable commercial rate. All transactions, including bank charges and interest, concerning the special purpose trust account shall be reported regularly to FIND and FIND shall have the right to regularly audit any such transactions.

Any interest generated on payments made by FIND to the PSA shall be accounted for, reported, and used solely for activities on behalf of FIND or refunded to FIND in accordance with their written instructions.

7. Payment and invoicing

Fees are payable based on the total order placed and on submission and approval of invoices and other documentation necessary to verify the fees and expenses due. Where VAT is applicable, the invoice should show all the necessary entries thereon to make it a valid tax invoice for VAT purposes; and in particular, it must show the amount of VAT charged separately.

FIND will pay invoices within 30 (thirty) days of approval. All payments will be made in USD/ as quoted in procurement service agent proposal. Any payments made would be made as per prevalent local currency rate.

8. Book and Records and Audit

The procurement service agent will provide regular detailed financial reports to FIND, in accordance with principles and systems satisfactory to FIND, as further detailed in the procurement service agent contract. These reports shall include the breakdown in costs for the Products, transport, insurance and other related fee services. The procurement service agent contract will contain detailed provisions regarding: (i) the procurement service agent duty to maintain, and ensure that each of its sub-contractors maintains, accurate books and records relating to FIND for an agreed period of time extending beyond the termination of the procurement service agent contract and (ii) FIND's (and any of its designated agents and representatives) right to audit such books and records upon reasonable notice.

9. Quality Assurance Audits (Systems and Operations)

During the term of this contract, the procurement service agent will permit FIND, or its representative(s), to visit the premises and examine or audit the work performed hereunder and the facilities at which the work is conducted upon reasonable advance notice during regular business hours to determine that the

tasks are being conducted in accordance with the contractual agreement and that the facilities are adequate. FIND agrees that it shall not disclose to any third party any information ascertained by FIND in connection with any such audit or examination, except to the extent required by law or regulation (its donors).

10. Limitation of Liability and Indemnity

FIND will not be liable for any losses, damages, claims, liabilities or disputes relating to the activities of the procurement service agent in the performance of the procurement service agent's obligations under the procurement service agent contract (or the activities of any of the procurement service agent's officials, agents, employees, subcontractors, assignees or service providers). The procurement service agent contract will also contain adequate indemnities on the part of the procurement service agent for any breach of contract, as well as specific indemnities in favour of FIND in respect of any third-party loss, damage, claims, liabilities and/or disputes which may arise in connection with, or as a result of, the activities performed by the procurement service agent or the activities of any of its officials, agents, employees, subcontractors, assignees or service providers. Such indemnification provisions will be subject to appropriate survival periods and other provisions and procedures to be set out in the PSA contract. The procurement service agent contract will also contain appropriate other remedies for breach of its obligations.

The procurement service agent contract (and its contract with manufacturer) shall also contain adequate indemnities in favour of FIND for losses, damages, costs or expenses, including reasonable attorney's fees relating to (i) any third-party product liability claim against any Product supplied, (ii) any defects in any Product supplied, and (iii) any non-compliance by such manufacturers or suppliers with any technical requirements applicable to any Product supplied.

10. Service Providers and Sub-contractors

The procurement service agent contract will contain controls over its ability to sub-contract and will expressly provide that the procurement service agent remain liable for the actions of its subcontractors. No subcontractor will have any recourse whatsoever to FIND, its consortium partners,. The procurement service agent shall ensure timely and appropriate payment to the third parties whom it engages to supply goods and/or services in connection with the contract. In the event that there is any dispute between the procurement service agent and any third-party contractor about the terms and conditions for the supply of goods and/or services, the procurement service agent shall resolve or settle the dispute without any recourse or cost to FIND, its consortium partners

11. Materials and Equipment

The procurement service agent shall have sufficient equipment and materials necessary for the provision of their services. Such equipment and materials shall be of appropriate standard and suitable for their purpose.

12. Copyright and Confidentiality

The procurement service agent shall keep confidential and not disclose to third parties any confidential information furnished by FIND, which the procurement service agent shall only be entitled to use in order to perform its obligations under the procurement service agent contract. The procurement service agent contract shall contain a detailed definition of confidential information and appropriate carve-outs relating to disclosure of confidential information.

All reports, papers and other materials produced by the procurement service agent in the course of this engagement shall remain the property of FIND. FIND hereby assigns all associated rights for such reports,

papers and materials. To protect the interests of FIND, the procurement service agent is expressly forbidden, either during or after the contract;

- To directly or indirectly publish any opinion, fact or material on any matter connected with or relating to the business of FIND or other associated organisation, donor or beneficiary to FIND without the prior written approval of FIND.
- To make any public appearances or comments to the press on any matter connected with or relating to the business of FIND or other associated company, donor or beneficiary of the Company without the prior written approval of FIND.

13. Expiry or Termination of the Procurement service agent contract

The procurement service agent contract shall include various termination provisions, including:

- termination by both parties at their option by prior written notice;
- termination due to material breach;
- termination as a result of a prolonged force majeure event; and
- termination in the event of insolvency of the procurement service agent.

The procurement service agent contract shall also include provisions regarding the transition of the services provided by the procurement service agent to a party that assumes the procurement service agent's responsibilities under the contract, including detailed provisions for the implementation of appropriate transition arrangements within a reasonable timeframe.

14. Warranties

The procurement service agent contract will contain representations and warranties for the benefit of FIND, including, but not limited to:

- Usual legal capacity representations and warranties;
- That procurement service agent has the personnel, experience, qualifications, facilities and all other skills and resources necessary to perform its obligations under the procurement service agent contract;
- That procurement service agent is completely independent from all manufacturers and service providers of health products and has no other conflict of interest in relation to the services that will be provided under the procurement service agent contract;
- That there are no claims or proceedings in progress, pending or threatened against the procurement service agent which, if determined adversely, would have a material adverse effect on the capacity of procurement service agent to perform its obligations under the contract; and
- That procurement service agent's activities are operated in compliance with applicable laws.

15. Ordering, Invoicing, Reimbursement and Refund Arrangements

The procurement service agent contract shall contain detailed provisions setting out ordering, invoicing, reimbursement and refund arrangements. These measures will include clarifying the order confirmation process and when title to the Product passes from the manufacturer to the implementing countries. Additionally, FIND will implement escrow arrangements to safeguard advance payments, reserving the right to deduct, from advance payments or future payments due to the procurement service agent amounts of payments previously made for any non-conforming Products or costs incurred in connection with the replacement of Products, and requiring the return of advance payments of grant funds and procurement fees in the event of material non-compliance with the procurement service agent's contractual obligations or the suspension or termination of FIND's grant.

16. Dispute Resolution and Reference Law

Any disputes between FIND and the procurement service agent shall be settled by arbitration. The arbitration shall be conducted in accordance with the International Chamber of Commerce Rules. There shall be one arbitrator. The language of the arbitration shall be English. The place of arbitration shall be Geneva. The arbitral award shall be final. This Implementation agreement with the procurement service agent shall be governed by English law to the exclusion of conflict of law provisions.

17. Force Majeure

If the performance of this contract is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure which will mean any event beyond the control of the party affected, then the party so affected will promptly notify the other in writing. Upon acceptance in writing by the other party of the existence of any such event, or if the other party has failed to respond within 10 (ten) working days, the obligations of both parties shall cease or shall be suspended for an appropriate period to be arranged between the procurement service agent and FIND.

18. Code of Conduct and Ethics

All FIND partners are to adhere shall adhere to the highest ethical standards in the performance of this Agreement according to FIND Code of Conduct and Ethics.

15. DECLARATION FORMS

Proposal submission declaration form

This form must be completed, signed and returned to FIND. The proposal must be made in accordance with the instructions contained in this RFP.

Attention to: FIND Procurement

Subject: Request for Proposal (RFP) submission

The undersigned, having read the Terms and Conditions of **RFP-FIND-PSA-2020-01** offer to provide procurement service agent services as requested in the RFP and at the fee quoted.

We submit our **Proposal, which includes a Technical Proposal and a Financial Proposal**.

We confirm that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate services related to the assignment in accordance with the predicted project timeline.

We understand you are not bound to accept any Proposal you receive.

Name of Bidder:

Name of authorized representative:

Title:

Signature:

Date:

Validity of Offer (not less than 90 days):

Conflict of Interest declaration form

This form must be completed, signed and returned to FIND together with the proposal

1. For the purposes of the RFP, the term “Conflict of Interest” shall mean a situation in which the bidder or a Relevant Person (as defined in paragraph (3) below) (if any) of the bidder has interests (financial, organizational, personal, reputational or otherwise) that would or may appear to make it difficult to fulfil its obligations in an objective, independent and professional manner, or a situation in which it is reasonable to foresee that such an interest would arise.
2. For the purposes of this Declaration, the term “Affiliate” shall mean a business concern, individual or other entity that, directly or indirectly:
 - (i) controls or can control the bidder; (ii) is controlled by, or can foreseeably be controlled by, the bidder; or (iii) along with the bidder, is controlled by, or can foreseeably be controlled by, a third party, whose known positions and past actions could compromise the objectivity or independence of the bidder.
3. The bidder shall not use their position or any information obtained in connection with the services and obligations performed or to be performed in connection with the RFP or resulting contract with FIND (“Services”) to seek an undue financial or other advantage for themselves or one of their affiliates, sub-bidders, representatives, or agents or any of their employees (“Relevant Person”).
4. The bidder shall disclose to FIND any Conflict of Interest, or situation that may appear to represent a Conflict of Interest, as soon as they become aware of such a situation or Conflict of Interest.
5. Before the bidder executes any contract in connection with this RFP or the Services, the bidder shall either:
 - (a) warrant in writing that neither it nor any Relevant Person has any Conflict of Interest with regard to the RFP or the Services; or
 - (b) disclose in writing the precise nature of any Conflict of Interest.
6. In assessing whether a Conflict of Interest exists, the bidder shall consider whether a reasonable person might conclude, based on the facts available to the bidder, that the relevant situation could lead the bidder to provide Services in a manner that is less than objective, independent and professional.
7. The bidder shall have in place appropriate procedures and controls to ensure that neither it nor a Relevant Person has, or may foreseeably acquire, personal, financial or other interests that would make it difficult for the bidder or such Relevant Person to perform or assist in the performance of the Services or the bidder’s other obligations in an objective, independent and professional manner and to ensure that the information obtained or provided in connection with the RFP and the Services are kept confidential.
8. In carrying out its obligations, the bidder shall make every effort to prevent Conflicts of Interest, or the appearance of a Conflict of Interest, from arising.

9. If, in the bidder's view, a Conflict of Interest exists but the bidder believes that they are able to adequately mitigate the conflict of interest, the bidder may propose appropriate mitigation measures to FIND. FIND may consider and endorse the mitigation measures proposed by the bidder, or propose or require other action, or where no mitigation measures are appropriate, decide to not proceed with the issuance of, or to terminate, the relevant contract. FIND's decision will be final and binding on the bidder, and not subject to any further review by a court or any other entity.
10. Failure of the bidder to disclose any actual or potential conflict of interest or comply with this declaration may result in the disqualification of the bidder's submission relating to the RFP and termination of any contract with FIND related to the RFP or the Services by [Bidder].

I have carefully reviewed and understand FIND's requirements regarding Conflict of Interest listed above and hereby certify and warrant that no current Conflict of Interest exists (except as described below) relating to the proposal under Request for Proposal No. **RFP-FIND-PSA-2020-01**

Describe any current and potential roles or interactions of the bidder or Relevant Person with FIND. The description should include the measures that will be put in place to mitigate against any potential conflict of interest.

Name of Bidder:

Name of authorized representative:

Title:

Signature:

Date: