
REPUBLIC OF LIBERIA
Ministry of Health

**Procurement for The Hiring of
Warehouse
Updated Bid**

IFB.NO.MOH/NMCP/GF/NCB/001/20/21



**Ministry of Health
SKD Boulevard, Oldest Congo Town
REPUBLIC OF LIBERIA**

Issue Date: January 4, 2021

New Submission Date: February 8, 2021

INVITATION FOR BIDS (IFB)

**REPUBLIC OF LIBERIA
PLAN LIBERIA**

**BID FOR THE HIRING OF CENTRAL WAREHOUSE AND LOCAL STORAGE IN
THE COUNTIES**

Date: January 4, 2021

Dear Sir/Madam,

Subject: INVITATION FOR BIDS (IFB)

The Government of Liberia through the Ministry of Health had received a grant from the Global Fund to support the Health System Strengthening. The Ministry (MOH) intends to apply portion of this fund to the payment under a contract for the Rental of Storage or Warehouse Facilities to temporarily store mosquitos' nets. The Ministry now invites sealed bid from all eligible and qualified bidders in facility rental within the Republic of Liberia as mentioned below and further described in the (Technical Specification section) of the bidding document. The description of the facility is as stated below:

a. Central Level Warehouse Rental

No.	Item	Frequency	Specifications	Quantity
1	Warehouse Rental	2 months	Warehouse to store 20,051 bales (832,251 LLINs) of mosquitos nets Rental cost of the Facilities should include insurance and offloading of the nets	1 warehouse Monrovia
Note : The total nets for the Montserrado and counties level will be store at the central warehouse in Monrovia. The total nets expected to be store are 2,902,439 treated Nets				

1. Bidding will be conducted through the National Competitive Bidding (NCB) procedures specified in the PPC Act and approved by the PPCC.
2. Interested eligible and qualified bidders may obtain further information from the Ministry of Health Central Office, Procurement Unit, Ground Floor (Room-142), Congo Town, Tubman Boulevard.
3. Qualifications requirements include: **eligible company's profile, valid business registration, valid tax clearance, proof of PPCC Vendor Registration and past performance records; stating names of at least three (3) clients and their contact numbers.** Additional details are provided in the Bidding Documents.
4. A complete and detailed set of Bidding Documents in English and Hard Copy can be purchased by interested bidders at the address provided below and upon payment of a non-refundable fee of (USD\$100.00) United States Dollar. The method of payment will be cash and pay to the cashier at the address provided below on the Fourth Floor (OFM) between 9:30 AM to 3:15 PM daily, beginning January 4th, 2020.
5. All bids must be delivered in sealed envelope to the below address on or before Monday, **February 8, 2021 at 2:00PM. Electronic bids will not be permitted. Late bids will be**

rejected. Bids will be opened in the presence of bidders' representatives who choose to attend in person on Monday, February 8, 2021 at 2:05pm.

6. All bids shall be accompanied by a **Bid Securing Declaration** as described in the bidding documents.
7. All bidders shall submit one original and two (2) copies in sealed envelopes clearly marked with the name of the firm and return address as indicated below:
The addresses referred to above are:
 - a. Collection of bidding documents:
The Procurement Unit, Ground Floor (Room #-142) – Central Office MOH, Tubman Boulevard Congo Town
 - b. For submission of the bids:
Tender Box, Ground Floor, opposite the elevator – Central Office MOH, Tubman Boulevard Congo Town
 - c. For Opening of the Bids:
Ground floor, Procurement Unit Room 142, Central Office MOH, Tubman Boulevard Congo Town

The address referred to above is:

**Attention: Director of Procurement
MINISTRY OF HEALTH
Provision for Storage Facility/Warehouse Rental
The National Malaria Control Program
IFB.NO.MOH/NMCP/GF/NCB/001/20/21**

Signed: _____
Procurement Director

INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** The Ministry of Health now invites Sealed Bids from potential bidders for the supply of goods and services as categorized in the respective specifications matrix.
2. **Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Client to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bids.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid and CLIENT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bids.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the CLIENT in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than 21 days prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.
6. **Amendments of Solicitation Documents:** At any time prior to the Deadline for Submission of Bids, the CLIENT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the CLIENT may, at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

7. **Language of the Bid:** The Bids prepared by the Bidders and all correspondence and documents relating to the Bids exchanged by the Bidders and the CLIENT shall be written in **English language** as indicated on the Bid Data Sheet.
8. **Documents Comprising the Bid:**

The Bid must comprise the following documents:

- a) a Bid Submission form;
- b) a Price Schedule completed in accordance with the Annex V, VI and VIII and clause 11 of Instructions to Bidders;

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- c) documentary evidence of Registration/Certificate of Incorporation and tax clearance that the business is legitimate to operate in its stated region in accordance with the laws governing the region;
 - d) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidders are eligible to and are qualified to perform the contract if their Bids are accepted,
 - e) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods/services to be supplied by the Bidders are eligible goods and services and conform to the Bidding Documents;

9. Documents Establishing Bidders' Eligibility and Qualifications:

The Bidders shall furnish evidence of their status as qualified bidders. The documentary evidence of the Bidders' qualifications to render the services or supply the goods if accepted shall be established to the Client's satisfaction:

- a) That the Bidders have the financial, technical, and productive capabilities necessary to supply the goods or render the services.

10. Documents Establishing Service' Conformity to Bidding Documents:

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all documents of ownership of facility and its availability for the time needed by the purchaser.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- b) a detailed description of the essential technical and performance characteristics of the goods;
- c) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods.

11. Bid Currencies/Bid Prices:

All prices shall be quoted preferably in **US dollars** for easy comparison of bids, or any other convertible currency. The Bidders shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods/services they propose to perform under the contract.

12. Period of Validity of Bids:

Bids shall remain valid for 120 days after the date of Bid Submission prescribed by the CLIENT pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the CLIENT may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

13. Bid Security:

- a) The Bidder shall furnish as part of its Bid a Bid Security to the Client in the amount as stated in the bid data sheet.

b) The Bid Security is to protect the Client against the risk of the Bidders' conduct which would warrant the security's forfeiture, pursuant to Clause 13(g) below.

C) The Bid Security shall be denominated in the currency of the Republic of Liberia or in a freely convertible currency and shall be in one of the following forms:

i) bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the Republic of Liberia or any eligible country having a correspondent bank in the Republic of Liberia, and in the form provided in these Solicitation Documents, or,

ii) Cashier's cheque or certified cheque.

d) Any Bid not secured in accordance with Clauses 13 a) and c) above will be rejected by the Client as non-responsive pursuant to clause 20 of Instructions to Bidders.

e) Unsuccessful Bidders Bid Securities will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Client pursuant to clause 12 of instructions to Bidders.

f) The successful Bidders' Bid Securities will be discharged or returned upon the Bidders signing the agreement, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders.

g) The Bid Security may be forfeited:

1. If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,

2. In the case of a successful Bidder, if the Bidder fails:

i) to sign the agreement in accordance with Clause 26 of Instructions to Bidders, or,

ii) to furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

D. Submission of Bids

14. Format and Signing of Bid:

The Bidders shall prepare one original of the documents comprising the bid as described in clause 8 of Instructions to bidders and clearly mark it "Original Bid". In addition, the bidders shall submit three copies of the bid and clearly mark them "Copy of Bid". In the event of any discrepancy between them, the original shall govern. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized, (and shall include a copy of the authorization – the power of attorney) to bind the Bidder to the contract. Bids shall contain no interlineations,

erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

15. Sealing and Marking of Bids:

15.1 Bidders may always submit their bids by mail or by hand. When so specified in the bid data sheet, bidders shall have the option of submitting their bids electronically. The Bidders shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

a) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the bid data sheet.

The inner and outer envelopes shall:

- a) be addressed to the CLIENT at the address given in the cover letter of these Solicitation Documents; and
- b) make reference to the "subject" indicated in the cover letter of these Solicitation Documents, and a statement: "DO NOT OPEN BEFORE", to be completed with the time and the date specified in item 4 of the cover letter of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.

15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the CLIENT will assume no responsibility for the Bid's misplacement or premature opening.

16. *Deadline for Submission of Bids/Late Bids:*

16.1 Bids must be delivered to the office on or before the date and time specified in item 4 of the cover letter of these Solicitation Documents.

16.2 The CLIENT may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the CLIENT and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the CLIENT after the Deadline for Submission of Bids will be **rejected and returned unopened to the Bidder.**

17. Modification and Withdrawal of Bids:

The Bidder may withdraw or modify its Bid after submission, provided that written notice of the withdrawal is received by the CLIENT in accordance with clause 14 & 15 of Instructions to bidders prior to the deadline for submission, except that withdrawal notices do not require copies, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL" or "SUBSTITUTION". No Bid may be modified after

passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

E. Opening and Evaluation of Bids

18. Opening of Bids:

18.1 The Client will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in the covering letter of this Solicitation Document. The Bidders' Representatives who are present shall sign a register evidencing their attendance.

18.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the Client, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.

18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4 The CLIENT will prepare minutes of the Bid Opening.

19. Clarification of Bids:

To assist in the examination, evaluation and comparison of Bids the CLIENT may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

20. Preliminary Examination:

20.1 Prior to the detailed evaluation, the Client will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

20.2 The Client will examine the bids to determine whether they are complete pursuant to clause 8 of the Instructions to bidders, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

20.4 A Bid determined as not substantially responsive will be rejected by the CLIENT and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. Conversion to Single Currency:

To facilitate evaluation and comparison, the Client will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official selling exchange rate offered by the central bank on the last day for Submission of Bids.

22. Evaluation of Bids:

Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to specifications, technical design features of facility or the product's ability to satisfy functional requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.4	Compliance with start-up date and deadlines set by the Client.
1.5	Demonstrated ability to comply with critical provisions such as execution of the agreement.
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Service Provider in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.7	Proof of insurance of facility and security guard services by presentation of documentations
1.8	Evaluation will be done as specified in the bid data sheet
1.9	Post qualification requirements will be done as specified in the bid data sheet and as per verification of documents pursuant to clause 8 in the Instructions to Bidders.

F. Award of Contract

23. Award Criteria:

The Client shall award the contract to the Bidder whose offer has been determined to be lowest priced technically qualified Bidder. The Client reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the Client's action.

24. Notification of Award:

Prior to the expiration of the period of Bid Validity, the Client will notify the successful Bidder, in writing, that its Bid has been accepted. Until a formal contract is prepared and executed, the notification of award shall constitute a binding contract. Upon the successful Bidder's furnishing of the signed contract form and performance security pursuant to clause 27, the CLIENT will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to clause 13.

25. Signing of the Agreement:

Within five (5) working days of receipt of the agreement and special conditions of the contract, the successful Bidder shall sign, date and return it to the Client.

26. Performance Security:

The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, within five (5) days of receipt of the agreement from the Client.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Client may make the award to the next lowest evaluated Bidder or call for new Bids.

Bid Data Sheet

The following specific data for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

<i>Relevant clause(S) of Instruction to Bidders</i>	<i>Specific data complementing, supplementing or amending instructions to Bidders</i>
Language of the Bid	The language of the bid is <i>English</i> .
Bid Price	The price quoted should be in United States Dollars Place of Destination: The Designated Warehouse Monrovia, Montserrado County
Bid Validity Period	120 days If different, please specify N/A
Documents Establishing bidder's Eligibility & qualification	Required X Not Required
Additional Documentation Required	N/A
Alternative Bids	Allowed <input type="checkbox"/> Not Allowed X
Bid by Lot	Evaluation will be done for each lot. N/A Partial Bids Permitted Partial Bids not permitted X
Required copy of Bids	One (1) Original & Two (2) copies
Electronic Bids	Allowed <input type="checkbox"/> Not Allowed X
Label to be indicated on inner & outer envelop	IFB.NO.MOH/NMCP/GF/NCB/001/20/21
Submission deadline	For bid submission purposes, the Purchaser's address is: Attention: Director of Procurement Ministry of Health Congo Town, Tubman Boulevard Room #: 142/Ground Floor Contact #: 0886-515-565/0775-919-723 Email addressed: proumohsw@gmail.com The deadline for the submission of bids is: Date: Monday, February 8, 2021 Time: 2:00pm Place of bid submission: In the Tender box situated at the ground floor, Ministry of Health Central Office, Congo Town, Tubman Boulevard

Bid Opening	Date: February 8, 2021 Time:2:05pm Place: Conference Room, Ministry of Health, 227 Annex
Post Qualification	<p>1) Documentary evidence of having rendered services of similar nature and value during the last two years (Please attach a copy of one of the followings (contract, invoice certification of job completion), contact details of Clients (cell #, email and Location)</p> <p>2) Provision of documentary evidence of Experience and Technical Capacity as follows:</p> <p>a) Insurance of Facility.</p> <p>b) Availability of security guard services</p> <p>c) Documentary evidence to demonstrate that the property bidder's own, leased or rented property</p> <p>d) Bid securing declaration (using format in bidding documentation). The period is 2 years from submission deadline i.e., February 8, 2021</p>
Increment and reduction of contract period	<p>The maximum month by which period may be increased is: <i>[1 month]</i></p> <p>The maximum month by which period may be decreased is: <i>[1 month]</i></p>

GENERAL CONDITIONS OF CONTRACT

1. GOVERNING LAW

The contract shall be governed by and interpreted in accordance with the laws of the Republic of Liberia, unless otherwise specified in the Special Conditions of Contract.

2. PAYMENT

2.1 CLIENT shall, on fulfillment of the Delivery Terms, unless otherwise provided in this agreement, make payment within 30 days of receipt of the supplier/service provider's invoice for the delivery of goods or satisfactory completion of services.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this agreement, provided payment is made within the period required by such payment terms.

2.3 Unless otherwise authorized by Client, the supplier shall submit one invoice in respect of this agreement, and such invoice must indicate the Purchase Order's identification number.

2.4 The prices shown in this Purchase Order may not be increased except by expressed written agreement of the CLIENT.

3. TAX EXEMPTION

3.1 For goods manufactured outside the Republic of Liberia, the Supplier/Service Provider shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted Goods to the Client.
NOT APPLICABLE

3.2 For goods manufactured within the Client's country, the supplier/Service Provider shall entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Period.

3.3 If any tax exemptions, reductions, allowances of privileges may be available to the Supplier/Service Provider in the Republic of Liberia, the Client shall use its best efforts to enable the Supplier/Service Provider to benefit from any such tax savings to the maximum allowable extent.

4. RISK OF LOSS

Risk of loss, damage of goods while in the facility of the supplier/service provider shall be the full responsibility of the supplier/service provider without any cost to the Client

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this agreement, the Supplier/Service Provider shall obtain any export licences required for the goods.
NOT APPLICABLE

6. FITNESS OF GOODS/PACKAGING

The Service Provider warrants that the goods, including packaging, conform to the specifications for the goods ordered under this agreement and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Service Provider by the CLIENT, and are free from defects in workmanship and materials. The Service Provider also warrants that the goods are contained or packaged adequately to protect the goods.

NOT APPLICABLE

7. INTELLECTUAL PROPERTY INFRINGEMENT

The Service Provider warrants that the use or supply to CLIENT of the goods or services sold under this agreement does not infringe any patent, design, trade-name or trade-mark. In addition, the Service Provider shall, pursuant to this warranty, indemnify, defend and hold CLIENT harmless from any actions or claims brought against CLIENT pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this agreement.

8. LATE DELIVERY

- 8.1 Without limiting any other rights or obligations of the parties hereunder, if the Supplier/Service Provider will be unable to deliver the goods by the delivery date(s) stipulated in the agreement, the Supplier/Service Provider shall (i) immediately consult with the CLIENT to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier/Service Provider's cost (unless the delay is due to Force Majeure), if reasonably so requested by the CLIENT.

9. ASSIGNMENT AND INSOLVENCY

- 9.1 The Supplier/Service Provider shall not, except after obtaining the written consent of the CLIENT, assign, transfer, pledge or make other disposition of this agreement, or any part thereof, or any of the Supplier/Service Provider's rights or obligations under this agreement.
- 9.2 Should the Supplier/Service Provider become insolvent or should control of the Supplier/Service Provider change by virtue of insolvency, CLIENT may, without prejudice to any other rights or remedies, immediately terminate this agreement by giving the Supplier/Service Provider written notice of termination.

10. SUB CONTRACTING

The Supplier/Service Provider shall notify the Client in writing of all subcontracts awarded under the contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier/Service Provider from any of its obligations, duties, responsibilities, or liability under the contract.

11. CONFIDENTIALITY

The CLIENT and the Service Provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the contract, whether such information has been furnished prior to, during or following completion or termination of the contract.

Notwithstanding the above, the Supplier/Service Provider may furnish to its subcontractor such documents, data, and other information it receives from the CLIENT to the extent required for the subcontractor to perform its work under the contract, in which event the Supplier/Service Provider shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/Service Provider under this same clause.

12. WARRANTY

All goods must be of fresh manufacture, new and unused and must bear the dates of manufacture and expiry. Unless otherwise specified in the Special Conditions of Contract, the warranty shall remain valid for not less than 12 months after the goods have been delivered and accepted at its final destination as indicated in the Special Conditions of Contract. **NOT APPLICABLE**

13. FORCE MAJEURE

13.1 Notwithstanding the provisions of Clause 11, the Supplier/Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

13.2 For purposes of this clause, "Force Majeure", means an event beyond the control of the Supplier/Service Provider and not involving the Supplier/Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods; epidemics quarantine restrictions, and freight embargoes.

14. SETTLEMENT OF DISPUTES

14.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably by direct informal negotiation any dispute, controversy or claim arising out of, or relating to this agreement or the breach, termination or invalidity thereof.

14.2 Arbitration

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the CLIENT or the Supplier/Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Notwithstanding the arbitration procedures that will commence according to the rules of procedures specified in the Special Conditions of Contract, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

15. PERFORMANCE SECURITY

The Performance Security shall be discharged by the Client and returned to the Supplier/Service Provider not later than thirty days (30) following the date of delivery or completion of the Supplier/Service Provider's performance obligations under the contract, including any warranty obligations, unless specified otherwise in the Special Conditions of Contract. **NOT APPLICABLE**

Special Conditions of Contract

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

INSURANCE		
X Applies	<input type="checkbox"/> Does not apply	<i>The service provider is under obligation to insure facility as equivalent to the value of client goods if there is any loss while in the control of Service provider.</i>
Liquidated damages		
X Applies	<input type="checkbox"/> Does not apply	<i>If the Supplier/Service Provider fails to supply the specified goods OR Service within the time period(s) stipulated by the purchase order, the CLIENT shall, without prejudice to its other remedies under the contract, deduct from the agreed price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price.</i>
Bid Securing Declaration		
X Applies	<input type="checkbox"/> Does not apply	<i>The Bidder shall furnish as part of its Bid a Bid Securing Declaration to the Client in the format provided in the sample forms.</i>
Performance Security		
Applies	X Does not apply	<p>a) <i>Within 30 days of receipt of the agreement or Purchase Order from the Client, the successful Bidder shall furnish a Performance Security to the CLIENT in the amount of 10% of the agreement or Purchase Order Value.</i></p> <p>b) <i>The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the CLIENT.</i></p> <p>c) <i>The proceeds of the Performance Security shall be payable to the CLIENT as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the contract.</i></p> <p>d) <i>The Performance Security shall be denominated in the currency of the agreement or Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the Republic of Liberia or if located abroad with a correspondent bank located in the Republic of Liberia.</i></p> <p>e) <i>The Security will be returned to the Service Provider within 30 days of completion of the agreement or Purchase order, including any warranty obligation.</i></p>

Delivery Terms		
<input type="checkbox"/> Applies	<input checked="" type="checkbox"/> Does not apply	<i>Partial delivery</i>
Payment Terms		
<input checked="" type="checkbox"/> Applies	<input type="checkbox"/> Does not apply	<i>Advance Payment: Fifty (50) percent of the rental cost will be advance to the service provider upon commencement of the contract and the balance Fifty (50) percent will be made upon successful and satisfactory implementation of services to be rendered.</i>
Settlement of Disputes		
<input checked="" type="checkbox"/> Applies	<input type="checkbox"/> Does not apply	<i>In the case of a dispute between the CLIENT and a Supplier/Service Provider who is a Liberian national, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Republic of Liberia.</i>
Warranty/Security		
<input checked="" type="checkbox"/> Applies	<input type="checkbox"/> Does not apply	<i>Supplier/Service provider should offer warranties/security for goods stored at the storage facilities</i>

Central Level Warehouse Rental

No.	Item	Frequency	Specifications	Number of Warehouse needed
1	Warehouse Rental	2 months	Warehouse to store 20,051 bales (832,251 LLINs) of mosquitos nets Rental cost of the facility should include insurance and offloading of the nets	1 warehouse Monrovia
<p>Note : The total nets for the Montserrado and counties level will be store at the central warehouse in Monrovia. The total nets expected to be store are 2,902,439 treated Nets</p>				

Note: Due-diligence will be conducted to know if the warehouse has the require space to host all of the net. Picture should be provided for the propose warehouse.

ANNEX VII SAMPLE FORMS

SAMPLE FORMS

- 1. Bid Form
- 2. Manufacturer’s Authorization.....
- 3. Form of Contract Agreement.....
- 4. Performance Security Bank Guarantee.....
- 5. Bid Securing Declaration
.....
- 6. Price
Schedule.....

1. Bid Form

Date:

IFB.NO.MOH/NMCP/GF/NCB/001/20/21

Subject: Warehouse Rental

To: **The Deputy Minister for Administration**
Ministry of Health
 Client

Dear Sir or Madam:

Having examined the Bidding Documents, including, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods or services under the above-named Contract in full conformity with the said Bidding Documents for the sum of:

(Hereinafter called “the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods or services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, the amounts and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state “none”)

Dated this:

Signed: _____

Date: _____

In the capacity of:

Duly authorized to sign this bid for and on behalf of:

2. Manufacturer's Authorization: NOT APPLICABLE

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date:
IFB No.:
Alternative No.:

To: Client

WHEREAS

We _____, who are official manufacturers of _____, having factories at, do hereby authorize _____ to submit a bid the purpose of which is to provide the following Goods, manufactured by us-----, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 9(a) of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: _____:
Signature of authorized representative(s) of the Manufacturer

Name: _____:
Complete name(s) of authorized representative(s) of the Manufacturer

Title: _____:

Duly authorized to sign this Authorization on behalf of: _____: *complete name of Bidder*

Dated on _____ day of _____, _____

3. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made on the: -----.

BETWEEN

- (1) The Client having its principal place of business at Capital Bye Pass, Monrovia, Liberia (hereinafter called “the Client”), and
- (2) -----, a corporation incorporated under the laws of: -----
-----and having its principal place of business at: -----
----- (hereinafter called “the Service Provider”).

WHEREAS the Client invited bids for certain goods and ancillary services such as-----
----- and has accepted a bid by the Service Provider for the supply of those goods and services in the sum of: -----(*hereinafter called “the Contract Price”*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the CLIENT/PE and the Service Provider, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications)
 - (e) The Service Provider’s bid and original Price Schedules
 - (f) The Client Notification of Award
 - (g) [*Add here: Minutes of Negotiation*]
3. In consideration of the payments to be made by the CLIENT to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the CLIENT to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The CLIENT hereby covenants to pay the Service Provider in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Client

Signed: _____
In the capacity of: _____

In the presence of _____

For and on behalf of the Service Provider

Signed: _____
In the capacity of: _____

In the presence of _____

CONTRACT AGREEMENT

Dated the:

BETWEEN

MINISTRY OF HEALTH, “the CLIENT”

And

-----, “the Service Provider”

4. Performance Security Bank Guarantee: NOT APPLICABLE

Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: The Ministry of Health & Social Welfare, Capital Bye Pass, Monrovia

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that------(hereinafter called "the Service Provider") has entered into Contract No. IFB-----dated _____ with you, for the supply of:----- (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Service Provider, we -----**Bank** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of:-----
----- (___) [*insert: amount in words*] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service Provider is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the ___ day of _____, 2____, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

5. Bid-Securing Declaration-APPLICABLE

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

Date: *[date (as day, month and year)]*
Bid No.: *[number of bidding process]*
Alternative No.: *[identification No if this is a Bid for an alternative]*

To: *[complete name of Client]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Client during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[signature of person whose name and capacity are shown]* In the capacity of *[legal capacity of person signing the Bid Securing Declaration]*

Name: *[complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[complete name of Bidder]*

Dated on _____ day of _____, _____ *[date of signing]*
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

6.

Annex VIII.

PRICE SCHEDULE-APPLICABLE

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Client to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications.
3. Estimated weight/volume of the consignment must be part of the documentation submitted.
4. All prices/rates quoted must be inclusive of all taxes.
5. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.
6. In addition to the hard copy, if possible please provide also the information on diskette (IBM compatible).

Name of Bidder:					
Item	Description	Unit	Unit Price *	Quantity Required	Total Price per item
GRAND TOTAL					

- *Unit price
- Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Bidder