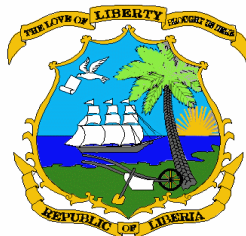


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# REPUBLIC OF LIBERIA

*Ministry of Health*



## INTERNATIONAL COMPETITIVE BIDDING (ICB)

### PROCUREMENT OF GOODS/WORKS/SERVICES (SOLAR SYSTEMS AND GENERATOR)

**IFB.NO.MOH/PCU/ GF/C19/ICB/ 001/2023**

**Ministry of Health  
Congo Town, Tubman Boulevard**

**Issuing Date: Wednesday, April 26, 2023**

**Bid Closing Date: May 31, 2023**



# REPUBLIC OF LIBERIA

**MINISTRY OF HEALTH**  
P. O. BOX 10 – 9009  
1000 MONROVIA 10, LIBERIA  
WEST AFRICA

## INVITATION FOR BID

**Bid for the Supply, Delivery, Installation, Commissioning and maintenance of Solar System and Generator at Pressure Swing Adsorption (PSA) Oxygen Plants**

### Invitation for Bids (IFB)

**International Competitive bidding: Procurement of Solar Systems and Generator for Oxygen Plants**

**IFB.NO.MOH/PCU/ GF/C19/ICB/ 001/2023**

#### 1. Introduction

The Government of Liberia through the Ministry of Health had received a grant from the Global Fund (GF) to support Health System Strengthening. The Ministry (MOH) intends to apply portion of the funding to award a contract to a supplier for the supply, delivery, installation, and commissioning of Solar Systems at four oxygen plants located across four (4) Counties (Lofa, Nimba, Grand Gedeh and Grand Kru). Bidding process will be conducted in two lots as indicated in the table below.

### LOAD DATA

#### **Lot-1: PSA Plant Sites: 80 kW Solar System**

Items:	Watts (A*V)	Min Hours/day	Quantity	Total Watts per site
80 kW	80,000	12	4	80,000
Total Nominal Power				80,000

#### **Lot-2: PSA Plant Sites: 100 kVA Generators**

Item	Quantity
100 KVA Generator	4

**Design Requirements – STATIONARY INTEGRATED AC SOLAR PV SYSTEM (Refer to Specification Sheets in Bidding Document for details).**

- Bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the Public Procurement and Concession (PPC) Act (2010) and approved by the Public Procurement and Concession Commission (PPCC) of Liberia.
- 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. Or email: [proumohsw@gmail.com](mailto:proumohsw@gmail.com)

4. Qualifications requirements include the following:
  - a. Supplier/Company's profile,
  - b. Valid Business Registration (from Country of Business Residence),
  - c. Article of Incorporation,
  - d. Valid Tax Clearance (from Country of Business Residence),
  - e. Audited Statement of Accounts for the last two (2) years; 2021 and 2022
  - f. Proof of PPCC Vendor Registration (Applicable to firms in Liberia)
  - g. Past performance records; stating names of at least three (3) clients and their contact numbers with evidence showing that Bidders have completed, over the past five years from the date of submission and receipt of bids, a contract similar to the project,
  - h. Bid securing declaration (refer to template in the bid document),
  - i. Bid submission form (refer to template in the bid document),
  - j. Code of conduct form (signed and stamped),
  - k. Manufacturer's Authorization (including ISO Certifications for all components)

Additional details are provided in the Bidding Documents.

5. A complete set of bidding documents in English may be obtained by interested bidders from the Procurement Unit, Room #142, ground floor, MOH Central Office, Congo Town, Tubman Boulevard, Monrovia, Liberia. This full bidding document can be accessed from the link:  
- <http://moh.gov.lr/notices/tenders-and-bids/2023/procurement-notice-for-supply-deliver-install-and-commissioning-of-full-solar-system-and-generator/>
6. All bids must be delivered in sealed envelope to the below address on or before **May 31, 2023, 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 on Wednesday, May 31, 2023 at 2:05pm.**
7. All bids shall be accompanied by a **Bid Securing Declaration (Use format in bidding documents)** as described in the bidding documents.
8. All bidders shall submit **one (1) original and three (3) 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, Monrovia, Liberia
  - b. For submission of bids:  
Tender Box, Ground Floor, opposite the elevator – Central Office MOH, Tubman Boulevard Congo Town, Monrovia, Liberia
  - c. For Opening of the Bids:  
Conference Room 227, located on the second floor, Central Office MOH, Tubman Boulevard, Congo Town, Monrovia, Liberia
  - d. For Filling of Bid register  
The Procurement Unit, Ground Floor (Room #-142) – Central Office MOH, Tubman Boulevard, Congo Town, Monrovia, Liberia

The address referred to above is:

**Attention: Director of Procurement**  
**MINISTRY OF HEALTH**

**Procurement of Solar System and Generator for Oxygen Plants**  
**IFB.NO.MOH/PCU/ GF/C19/ICB/ 001/2023**  
**Clearly Mark on the bidding document the Lot you are quoting for.**

Signed: \_\_\_\_\_  
Procurement Director

**BIDDING DOCUMENTS**

**Issued on: Wednesday, April 26, 2023**  
**Bid Closing Date: Wednesday May 31, 2023**

**For**

**Supply, Delivery, Installation, Commissioning and  
Maintenance of Solar Systems and Generator for Oxygen  
Plants**

***Ministry of Health, Tubman Boulevard, Congo Town,  
Monrovia, Liberia***

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# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**
  - 1.1 The Ministry of Health Liberia **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply, delivery, installation and commissioning of solar systems and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are **specified in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “day” means calendar day.
- 2. Source of Funds**
  - 2.1 The Government of the Republic of Liberia through the Ministry of Health intends to apply public funds toward payments under the contract for [the supply, delivery, installation and commissioning of solar systems and generators to four oxygen plants located in Voijama-Lofa County, Tapita-Nimba County, Zwedru-Grand Gedeh County and Grand Cess-Grand Kru County).
- 3. Fraud and Corruption**
  - 3.1 The GOL requires that bidders, suppliers, contractors, and consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the GOL:
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;



(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the GOL, designed to establish bid prices at artificial, noncompetitive levels; and

(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

#### **4. Eligible Bidders**

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they: (see annex for the conflict of interest form and the code of conduct forms that must be signed and stamp)

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Ministry of Health to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

(b) Submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However,

this does not limit the participation of subcontractors in more than one bid;

- 4.3 A Bidder that is under a declaration of ineligibility by the GOL in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.
  - 4.4 Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Ministry of Health.
  - 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Ministry of Health, as the Ministry of Health shall reasonably request.
- 5. Eligible Goods and Related Services**
- 5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with Section V, Eligible Countries.
  - 5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.
  - 5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. Contents of Bidding Documents**

- 6. Sections of Bidding Documents**
- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

#### Part IV

##### Appendix I. Sample of the CBIS Tools

- Section V. Eligible Countries

#### **PART 2 Supply Requirements**

- Section VI. Schedule of Requirements

#### **PART 3 Contract**

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Ministry of Health is not part of the Bidding Documents.
- 6.3 The Ministry of Health is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Ministry of Health.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 7. Clarification of Bidding Documents** 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Ministry of Health in writing at the Ministry of Health's address **specified in the BDS**. The Ministry of Health will respond in writing to any request for clarification, provided that such request is received no later than Seven (7) days prior to the deadline for submission of bids as indicated in the bid data sheet. The Ministry of Health shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Ministry of Health deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.
- 8. Amendment of Bidding Documents** 8.1 At any time prior to the deadline for submission of bids, the Ministry of Health may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Ministry of Health.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Ministry of Health may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

### **C. Preparation of Bids**

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Ministry of Health shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Ministry of Health, shall be written in the English language. Supporting documents and

printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English and for purposes of interpretation of the Bid, the English such translation shall govern.

**11. Documents  
Comprising the  
Bid**

11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
- (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (h) any other document **required in the BDS**.

**12. Bid Submission  
Form and Price  
Schedules**

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

**13. Alternative Bids**

13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

**14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Inco terms, published by The International Chamber of Commerce, as specified in the **BDS**.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Ministry of Health. This shall not in any way limit the Ministry of Health's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:
- (a) For Goods manufactured in the Republic of Liberia:
- (i) the price of the Goods quoted EXW (ex works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Liberian sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; this will be use to write the Liberia Revenue Authority for duty weaver as the source from which this funding is coming is tax exempted and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.

- (b) For Goods manufactured outside the Republic of Liberia, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Republic of Liberia, or CIF named port of destination, as specified in the **BDS**;
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
  - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside the Republic of Liberia already imported:
  - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported as the point mention against this transaction been tax exempted will also applied;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Liberian sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

- (i) the price of each item comprising the Related Services shall be indicated.

14.7 Prices quoted by the Bidder **shall be fixed** during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each location and to 100% of the quantities specified for each item of a lot (if applicable). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

**15. Currencies of Bid**

15.1 The Bidder shall quote in United States Dollar only and the bid price that corresponds to expenditures incurred in the United States Dollar to the Ministry of Health, unless otherwise specified in the **BDS**.

15.2 The Bidder will not express the bid price in the currency of any country except that of the United States Dollars.

**16. Documents Establishing the Eligibility of the Bidder**

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

**17. Documents Establishing the Eligibility of the Goods and Related Services**

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

**18. Documents Establishing the Conformity of the Goods and**

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical



- Related Services** specifications and standards specified in Section VI, Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish 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 during the period **specified in the BDS** following commencement of the use of the goods by the Ministry of Health.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Ministry of Health in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Ministry of Health's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Ministry of Health's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Republic of Liberia;
  - (b) that, if **required in the BDS**, in case of a Bidder not doing business within Liberia, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

- (c) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

**20. Period of Validity of Bids**

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Ministry of Health. A bid valid for a shorter period shall be rejected by the Ministry of Health as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Ministry of Health may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security of bid securing declaration is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.
- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

**21. Bid Security**

- 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in United States Dollars, and shall:
  - (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Republic of Liberia, it shall have a correspondent financial institution located in Liberia to make it enforceable.
  - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Ministry of Health prior to bid submission;

- (d) be payable promptly upon written demand by the Ministry of Health in case the conditions listed in ITB Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Ministry of Health as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 43;
  - (ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

## **22. Format and Signing of Bid**

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

#### **D. Submission and Opening of Bids**

#### **23. Submission, Sealing and Marking of Bids**

23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.

(a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

23.2 The inner and outer envelopes shall:

(a) Bear the name and address of the Bidder;

(b) be addressed to the Ministry of Health in accordance with ITB Sub-Clause 24.1;

(c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

If all envelopes are not sealed and marked as required, the Ministry of Health will assume no responsibility for the misplacement or premature opening of the bid.

#### **24. Deadline for Submission of Bids**

24.1 Bids must be received by the Ministry of Health at the address and no later than the date and time **specified in the BDS**.

24.2 The Ministry of Health may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and

obligations of the Ministry of Health and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 25. Late Bids

25.1 The Ministry of Health shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Ministry of Health after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

## 26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Ministry of Health prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## 27. Bid Opening

27.1 The Ministry of Health shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 23.1, shall be as **specified in the BDS**.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal

shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Ministry of Health may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Ministry of Health shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

## E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Ministry of Health in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Ministry of Health on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Ministry of Health may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Ministry of Health shall not be considered. The Ministry of Health's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Ministry of Health in the Evaluation of the bids, in accordance with ITB Clause 31.
- 30. Responsiveness of Bids**
- 30.1 The Ministry of Health's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Ministry of Health's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

**31. Non conformities, Errors, and Omissions**

30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Ministry of Health and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31.1 Provided that a Bid is substantially responsive, the Ministry of Health may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

31.2 Provided that a bid is substantially responsive, the Ministry of Health may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that the Bid is substantially responsive, the Ministry of Health shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Ministry of Health there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

**32. Preliminary Examination of Bids**

32.1 The Ministry of Health shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.



- 32.2 The Ministry of Health shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.
- 33. Examination of Terms and Conditions; Technical Evaluation**
- 33.1 The Ministry of Health shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Ministry of Health shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Ministry of Health determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the Ministry of Health shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.
- 35. Domestic Preference**
- 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- 36. Evaluation of Bids**
- 36.1 The Ministry of Health shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the Ministry of Health shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Ministry of Health shall consider the following:

- (a) Evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.

36.4 The Ministry of Health's evaluation of a bid will exclude and not take into account:

- (a) In the case of Goods manufactured in the Republic of Liberia, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Republic of Liberia, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.5 The Ministry of Health's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Ministry of Health to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the

lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

- 37. Comparison of Bids** 37.1 The Ministry of Health shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.
- 38. Post qualification of the Bidder** 38.1 The Ministry of Health shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Ministry of Health shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39. Ministry of Health's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 The Ministry of Health reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

## F. Award of Contract

- 40. Award Criteria** 40.1 The Ministry of Health shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 41. Ministry of Health's Right to Vary Quantities at Time of Award** 41.1 At the time the Contract is awarded, the Ministry of Health reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

- 42. Notification of Award**
- 42.1 Prior to the expiration of the period of bid validity, the Ministry of Health shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 The Ministry of Health shall publish in publications approved by the Public Procurement and Concessions Commission (PPCC) the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Ministry of Health for a debriefing seeking explanations on the grounds on which their bids were not selected. The Ministry of Health shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Ministry of Health will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.
- 43. Signing of Contract**
- 43.1 Promptly after notification, the Ministry of Health shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Ministry of Health.
- 44. Performance Security**
- 44.1 Within twenty eight (28) days of the receipt of notification of award from the Ministry of Health, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Ministry of Health. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute

sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Ministry of Health may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Ministry of Health to be qualified to perform the Contract satisfactorily.



## Section III. Bidding Data Sheet (BDS)

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 herein shall prevail over those in ITB.

<b>ITB Clause Reference</b>	<b>A. General</b>
<b>ITB 1.1</b>	The Ministry of Health is: <i>Ministry of Health</i>
<b>ITB 1.1</b>	<p>The name and identification number of the ICB is: <b>Supply, Delivery, Installation, Commissioning and Maintenance of Solar Systems and Generator for Oxygen Plants:</b></p> <p style="text-align: center;"><b>IFB.NO.MOH/PCU/ GF/C19/ICB/ 001/2023</b></p> <p><i>The number of Lot(s) is two:</i></p> <p><b>Lot-1:</b> <i>Supply, delivery, installation, commissioning, and maintenance of four (4) solar systems to four oxygen plants in the following locations</i></p> <ul style="list-style-type: none"> <li>• <i>Voijima-Lofa County,</i></li> <li>• <i>Tapita-Nimba County,</i></li> <li>• <i>Zwedru-Grand Gedeh County and</i></li> <li>• <i>Grand Cess- Grand Kru County.</i></li> </ul> <p><b>Lot-2:</b> <i>Supply, delivery, installation, commissioning and maintenance of four (4) generators to four oxygen plants in the following locations</i></p> <ul style="list-style-type: none"> <li>• <i>Voijima-Lofa County,</i></li> <li>• <i>Tapita-Nimba County,</i></li> <li>• <i>Zwedru-Grand Gedeh County and</i></li> <li>• <i>Grand Cess- Grand Kru County.</i></li> </ul> <p><b>Note:</b> <i>you MUST clearly mark the Lot number on the envelope to differentiate the lots.</i></p>
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	For <b>Clarification of bid purposes</b> only, the Ministry of Health's address is:

	<p>Attention: Director of Procurement  Ministry of Health  Congo Town  Tubman Boulevard  Room #: 142/Ground Floor  Contact #: (+231) 886-515-565/777563938  Email address: <a href="mailto:proumohsw@gmail.com">proumohsw@gmail.com</a></p> <p><b>Note: Request for clarification on this bid MUST be submitted not later than May 22, 2023. The Ministry of Health will hold a pre-bid meeting only if necessary.</b></p>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	The language of the bid is <b>English</b>
<b>ITB 11.1 (h)</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> <li>a. Supplier/Company's profile,</li> <li>b. Valid Business Registration (from Country of Business Residence),</li> <li>c. Article of Incorporation,</li> <li>d. Valid Tax Clearance (from Country of Business Residence),</li> <li>e. Audited Statement of Accounts for the last two (2) years; 2021 and 2022</li> <li>f. Proof of PPCC Vendor Registration (Applicable to firms in Liberia)</li> <li>g. Past performance records; stating names of at least three (3) clients and their contact numbers with evidence showing that Bidders have completed, over the past five years from the date of submission and receipt of bids, a contract similar to the project,</li> <li>h. Bid securing declaration (refer to template in the bid document),</li> <li>i. Bid submission form (refer to template in the bid document),</li> <li>j. Code of conduct form (signed and stamped),</li> <li>k. Manufacturer's Authorization (including ISO Certifications for all components)</li> </ol> <p>2. This information will be examined as part of the post-qualification evaluation in accordance with ITB-38.2</p>
<b>ITB 13.1</b>	Alternative Bids <i>shall not be</i> considered.
<b>ITB 14.5</b>	The Inco terms edition is: <b>Inco terms 2020</b>



<b>ITB 14.6 (b) (i) and (c) (iii)</b>	<p>Final Designation:</p> <p><b>DAP: Ministry of Health (Health Facilities as indicated in below) as well as in the schedule of requirements as per each location:</b></p> <ul style="list-style-type: none"> <li>- Oxygen Plant located – Jackson F. Doe Hospital, Tapita, Nimba County, Liberia</li> <li>- Oxygen Plant located – Telewinyon Hospital, Voijima, Lofa County, Liberia</li> <li>- Martha Tubman Hospital located – Zwedru, Grand Gedeh County</li> <li>- Barclayville Hospital located – Grand Cess, Grand Kru County, Liberia</li> </ul>
<b>ITB 14.7</b>	<p>The prices quoted by the Bidder <i>shall not</i> be adjustable (it shall be fixed throughout the contract).</p>
<b>ITB 15.1</b>	<p>Bidder <b>should</b> quote only in <b>USD</b></p>
<b>ITB 19.1 (a)</b>	<p>Manufacturer’s authorization is: <b>applicable along with the ISO certification for the inverter, batteries and panels.</b></p>
<b>ITB 19.1 (b)</b>	<p>After sales service: <b>YES, the first two routine service costs for solar systems and generators will be covered by the firm.</b></p> <p><b>Training of two (2) staff of the Ministry of Health by the firm to maintain the solar and generators will also be free and at no cost to the Ministry of Health.</b></p> <p><b>Warranty: The solar system will include warranty for a minimum period of five (5) years and the generator for a minimum warranty period of minimum of two (2) years and as such, the cost of the spare parts needed for the solar systems and generators will be covered by the selected firm and the spares parts will also be provided by the selected firm to ensure conformity to the warranty.</b></p> <p><b>In view of the above after-sales requirement. All bidders MUST state the modalities of how they will fulfill and achieve this requirement.</b></p>
<b>ITB 20.1</b>	<p>The bid validity period shall be <b>120 days</b>.</p>
<b>ITB 21.1</b>	<p>The Bid Security shall be: <b>Bid Securing Declaration (use format in the bidding document)</b></p> <p>Validity: 30 days from the submission deadline</p>
<b>ITB 22.1</b>	<p>In addition to the original of the bid, the number of copies is: <b>3 copies</b></p>

<b>D. Submission and Opening of Bids</b>	
<b>ITB 23.1</b>	Bidders <i>shall not</i> have the option of submitting their bids electronically.
<b>ITB 23.2 (c)</b>	The inner and outer envelopes shall bear the following additional identification marks:  <b>IFB.NO.MOH/PCU/ GF/C19/ICB/ 001/2023</b>
<b>ITB 24.1</b>	For bid submission purposes, the Ministry of Health's address is: Attention: <b>Director of Procurement</b> <b>Ministry of Health</b> <b>Congo Town</b> <b>Tubman Boulevard</b> <b>Room #: 142/Ground Floor</b> <b>Contact #: (+231) 886-515-565 /777563938</b> <b>Email address: <a href="mailto:proumohsw@gmail.com">proumohsw@gmail.com</a></b> <b>The deadline for the submission of bids is:</b> <b>Date: Wednesday, May 31, 2023</b> <b>Time: 2:00pm</b> <b>All Bidder MUST log in the Bid Register that will be in the Procurement Unit located on the room indicated. Any bidder with name not indicated in the register bid will not be opened.</b>
<b>ITB 27.1</b>	The bid opening shall take place at: <b>Conference Room 227</b> <b>Ministry of Health</b> <b>Congo Town</b> <b>Tubman Boulevard</b> <b>Conference Room 227 located on the second <i>Floor</i></b> <b>Date: Wednesday, May 31, 2023</b> <b>Time: 2:05pm</b>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 35.1</b>	Domestic preference <i>shall not</i> be a bid evaluation factor.
<b>ITB 36.3(a)</b>	Evaluation will be conducted and contract awarded per lot upon

	consideration of technical and financial requirements
<b>ITB 36.3(d)</b>	<p>Evaluation will be conducted in three (3) phases</p> <ol style="list-style-type: none"> <li>1. Preliminary Evaluation: Evaluation will be conducted on a Yes/No basis, all required documents not seen or indicated as expired will be scored as not seen 'No'. Documents seen and confirmed valid will be indicated as 'Yes'.</li> <li>2. Technical Evaluation: This phase of evaluation will consider compliance to technical requirements and timelines for supply, delivery, installation and commission. This phase of evaluation will be conducted on a Yes/No basis – 'Yes' implying that bidders' submissions match the technical requirement and 'No' where bidders do not meet expectations.</li> <li>3. Financial Evaluation: Evaluations at this stage will be conducted using the least cost method of selection.</li> </ol>
<b>ITB 36.6</b>	Bidders <i>shall not</i> be allowed to quote separate prices.
	<b>F. Award of Contract</b>
<b>ITB 41.1</b>	<p>The maximum percentage by which quantities may be increased is: [50%]  The maximum percentage by which quantities may be decreased is: [50%]</p>



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## Section III. Evaluation and Qualification Criteria

*This section complements the Instruction to Bidders. It contains the criteria that the Ministry of Health may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.*

### Contents

1. Evaluation Criteria (ITB 36.3 (d))
2. Post qualification Requirements (ITB 38.2)

### **3. Multiple Contracts (ITB 36.6)**

The Ministry of Health shall award one contract for all locations to the Bidder that offers the lowest evaluated combination of bids and meets the post-qualification criteria (this Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Ministry of Health shall:

- (a) Evaluate only bids that include all items needed for each of the location and quantity per item as specified in ITB Sub Clause 14.8
- (b) Take into account:
  - (i) the lowest-evaluated bid and
  - (ii) the price reduction and the methodology for its application as offered by the Bidder in its bid”



## Section IV. Bidding Forms

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## **Notes to Bidders on the Preparation of Sample Forms**

The Ministry of Health (MOH) has prepared the forms in this section of the Bidding Documents to suit the specific requirements of this procurement. In its bid, the Bidder **MUST** use these forms (or forms that present in the same sequence substantially the same information). If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the MOH's attention as soon as possible during the bid clarification process, by addressing them to the MOH in writing pursuant to ITB Clause 11.



## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name:
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information  Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.  <input type="checkbox"/> In case of entity owned by the Government of Liberia (GOL), documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

## Joint Venture Partner Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of entity owned by the Government of Liberia (GOL), documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

## Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Ministry of Health]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. \_\_\_\_\_ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[insert the nationality of the Bidder,*

*including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible under the laws or regulations of the Republic of Liberia.
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*  
 In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Submission Form]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Ministry of Health in the Schedule of Regulations].*

## Price Schedule: Goods Manufactured Outside the Republic of Liberia, to be Imported

(Group C bids, goods to be imported)							Date: _____		
							ICB No: _____		
Currencies in accordance with ITB Sub-Clause 15							Alternative No: _____		
							Page N° _____ of _____		
1	2	3	4	5	6	7	8	9	
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Ministry of Health's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)	
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>	
							Total Price		

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

A. \_\_\_\_\_

## Price Schedule: Goods Manufactured Outside the Republic of Liberia, already imported

(Group C bids, Goods already imported) Currencies in accordance with ITB Sub-Clause 15										Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Republic of Liberia to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[ insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Ministry of Health's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Price Schedule: Goods Manufactured in the Republic of Liberia

Ministry of Health's Country _____		(Group A and B bids)  Currencies in accordance with ITB Sub-Clause 15				Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____			
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Republic of Liberia to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Republic of Liberia % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Republic of Liberia as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*



## Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15						Date: _____
						ICB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Republic of Liberia to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Bid-Securing Declaration

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

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 Ministry of Health]*

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 Ministry of Health 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 Ministry of Health 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.]*

A. \_\_\_\_\_

## Manufacturer's Authorization

*[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: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Ministry of Health]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Performance Security

G. *[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

H.

Date: *[insert date (as day, month, and year) of Bid Submission]*

ICB No. and title: *[insert no. and title of bidding process]*

I.

J.

Bank's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:***[insert complete name of Ministry of Health]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (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 Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month][insert year]*,<sup>2</sup> 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.

*[signatures of authorized representatives of the bank and the Supplier]*

<sup>1</sup> *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Ministry of Health.*

<sup>2</sup> *Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Ministry of Health should note that in the event of an extension of the time to perform the Contract, the Ministry of Health would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Ministry of Health might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Ministry of Health's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

## Bank Guarantee for Advance Payment

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month, and year) of Bid Submission]*  
ICB No. and title: *[insert number and title of bidding process]*

*[bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Ministry of Health]*

**ADVANCE PAYMENT GUARANTEE No.:***[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)<sup>3</sup> in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date<sup>4</sup>]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.\_\_\_\_\_

*[signature(s) of authorized representative(s) of the bank]*

<sup>3</sup> The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Ministry of Health.

<sup>4</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The Ministry of Health should note that in the event of an extension of the time to perform the Contract, the Ministry of Health would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Ministry of Health might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Ministry of Health's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

*Appendix: .....Samples of the Evaluation and Clinical Tools  
to be*

*Printed.*

*from*

*\*All bidders are allow to obtain the samples*

*the procurement unit during the issuing of the  
Bidding documents.*

## Conflict of Interest Form

Date:

To: *[Ministry of Health Global Fund Project]*

We, the undersigned, declare that:

1. A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
  - (b) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
  - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

Signed: \_\_\_\_\_

In the capacity of (the person signing) : \_\_\_\_\_

Name of the person signing: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of (firms):

\_\_\_\_\_

Dated on \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## Code of Conduct/Service Provider Form

### A. Introduction

1. As a major financing institution in the fight against AIDS, tuberculosis and malaria, the Global Fund recognizes the importance of accountability for suppliers and transparency and predictability in its operations.
2. As stated in its Framework Document, a core principle of the Global Fund is to operate in an open, transparent and accountable manner. Consistent with this core principle, the Global Fund will work to ensure all its financing activities, including its corporate procurement and grant operations, and staff adhere to the highest ethical standards.
3. The goal of this Code of Conduct ("Code") is to enlist suppliers' commitment to maintain integrity of the Global Fund-funded grant operations and corporate procurement activities in compliance with this core Global Fund principle.
4. The Global Fund will regularly review and revise this Code, when needed, to reflect changes in best practice, lessons learned and feedback from partners.

### B. Scope of this code

5. This Code requires all bidders, suppliers, agents, intermediaries, consultants and contractors ("Suppliers"), including all affiliates, officers, employees, subcontractors, agents and intermediaries of Suppliers (each a "Supplier Representative"), to observe the highest standard of ethics in Global Fund-funded activities regarding supply of goods and/or services to the Global Fund or any recipient of Global Fund financing, including principal recipients, sub recipients, other recipients, country coordinating mechanisms, procurement agents and first-line buyers.
6. The principal recipients, sub recipients, other recipients, country coordinating mechanisms, procurement agents and first-line buyers must ensure that this Code is communicated to and complied with by all of their Suppliers. Suppliers will ensure that this Code is communicated to all their Supplier Representatives and will take reasonable steps to ensure compliance by Supplier Representatives, including by taking immediate action in cases of non-compliance. Breaches of this Code may result in a decision by the Global Fund to sanction the Supplier and/or Supplier Representative involved, suspend disbursements to grant recipients or cancel funding.

### C. Fair and Transparent Practice

7. The Global Fund does not tolerate corrupt, fraudulent, collusive, anti-competitive or coercive practices of any kind involving its resources, including grant funds. The Global Fund will take strong, immediate action in all circumstances where it determines that there is substantive and credible evidence of corrupt, fraudulent, collusive, anti-competitive or coercive practices as defined hereunder.
8. Suppliers and Suppliers Representatives are expected to participate in procurement processes in a manner that is transparent, fair, accountable and honest, including by complying with all applicable laws and regulations regarding fair competition as well as recognized standards of good procurement practice.
9. Suppliers and Suppliers Representatives are expected to respond to solicitations in an honest, fair, and comprehensive manner, accurately reflecting their capacity to satisfy the requirements set out in the bid or contract documents. They are expected to follow all of the rules established



for each procurement process, and only submit bids and enter into contracts if they can and will fulfill all obligations of the contract.

10. Suppliers and Supplier Representatives will not, directly or indirectly, including through an agent or other intermediary, engage in corrupt, fraudulent, collusive, anti-competitive or coercive practices in bidding for, or performing, a Global Fund- financed contract or activity.

For these purposes:

- Corrupt practice means the offering, promising, giving, receiving, or soliciting, directly or indirectly, anything of value or any other advantage to influence improperly the actions of another person or entity;
- Fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person or entity to obtain a financial or other benefit or to avoid an obligation;
- Coercive practice means any act or attempt to influence improperly the decisions or actions of a person or entity by impairing or harming, or threatening to impair or harm, directly or indirectly, such person or entity or their property;
- Collusive practice means an arrangement between two or more persons or entities designed to achieve an improper purpose, including influencing improperly the actions of another person or entity;
- Anti-competitive practice means any agreement, decision or practice which has as its object or effect the restriction or distortion of competition in any market.

11. Suppliers and Supplier Representatives will not solicit, offer, give or receive, or promise or represent to offer, give or receive, fees, gratuities, rebates, gifts, commissions, or other payments, except as disclosed in full to the Global Fund or the grant recipient, in connection with the procurement process or in contract execution.

12. Information, data, know-how and documents obtained from participating in Global Fund or grant recipient procurement processes, or in the course of performing a Global Fund-financed contract, must under no circumstances be made available to any third parties for the purpose of giving existing or potential Suppliers a preferential position or advantage in relation to tenders or any other procurement processes of the Global Fund or the applicable grant recipient, without the prior written consent of the Global Fund.

#### **D. Compliance with laws**

13. Suppliers and Supplier Representatives will comply with all applicable laws and regulations in countries where they do business, as well as the publicized rules, regulations and policies of the Global Fund that apply to their areas of work.

14. Suppliers and Supplier Representatives will ensure that Global Fund resources received by them are not used to support, finance or promote violence, aid terrorists or terrorist-related activity or fund organizations known to support terrorism.

15. Suppliers and Supplier Representatives will not engage in money-laundering activities. This includes any kind of activity which hides or is intended to hide the fact that funds have been obtained illegally or are connected with the proceeds of crime, e.g. through fraud or bribery or other illegal activity.

E. Access and Cooperation 16. Suppliers and Suppliers Representatives are expected to maintain accurate and complete records in appropriate books of account of all financial and

business transactions under Global Fund-financed contracts for a minimum period of five years after the date of last payment made under the Global Fund-financed contract.

17. Suppliers and Suppliers Representatives are expected to cooperate with the Global Fund and comply with any reasonable request, in the opinion of the Global Fund, of its Office of the Inspector General (OIG) and other agents or representatives of the Global Fund to allow access to relevant staff and to inspect any relevant accounts and records and other documents relating to bidding for and performing Global Fund-financed contracts.

18. Suppliers and Suppliers Representatives will provide at all times any assistance requested by the Global Fund to enable the Global Fund to comply with any legal, regulatory or statutory requirement applying to it.

19. The Global Fund expects its grant recipients to take timely and appropriate action in situations where a grant recipient becomes aware that any of its representatives or the beneficiary of a contract financed by the Global Fund grant has engaged or is suspected of engaging in corrupt, fraudulent, collusive, anti-competitive or coercive practices in connection with the procurement or performance of that contract. The Global Fund will impose sanctions that the Global Fund deems necessary if it considers at any time that a grant recipient has not taken timely and appropriate action satisfactory to the Global Fund in such situations.

#### **F. Publicity and Advertising**

20. Suppliers and Supplier Representatives will not, without the Global Fund's prior written consent,

- I. use the Global Fund's name or logo in publicity or advertising;
- II. use their direct or indirect business-relationship with the Global Fund to imply an endorsement by the Global Fund of their goods and services, and
- III. make any representation or statement for or on behalf of the Global Fund. G. Full and Open Disclosure and Conflicts of Interest

21. Suppliers will disclose to the Global Fund prior to entering into a contract or at any time during the performance of contract whether they, or any Supplier Representatives, are subject to any sanction or temporary suspension imposed by any major international financing institution or organization, such as the UN or World Bank Group.

22. Suppliers will disclose to the Global Fund or the grant-recipient actual, perceived, or potential conflicts of interest involving the Supplier or any Supplier Representative ("Conflict of Interest"). The Global Fund considers a Conflict of Interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such Conflict of Interest may contribute to or constitute a prohibited practice under this Code. To ensure that Suppliers under Global Fund-financed contracts observe high standards of ethics, the Global Fund will take appropriate actions to manage such Conflicts of Interest or may reject a request for funding or disbursement if it determines that a Conflict of Interest has compromised, or risks compromising, the integrity of any procurement process.

23. Suppliers will not apply or seek to apply undue influence on the decision-making processes of the Global Fund and will not engage in any conduct that breaches or facilitates the breach of the Global Fund's Policy on Conflicts of Interest.

24. Suppliers are expected to notify the Global Fund as soon as they have knowledge of any integrity concern involving or affecting Global Fund resources and grant funding, whether or not it involves the Supplier or a Supplier Representative. For further information, see

<https://www.ispeakoutnow.org/home-page/> H. The United Nations Global Compact for responsible corporate citizenship

25. The United Nations Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization (see [www.unglobalcompact.org](http://www.unglobalcompact.org)). The Global Fund strongly encourages all Suppliers to actively participate in the Global Compact.

26. In accordance with the ten principles outlined in the UN Global Compact. Suppliers will be expected to:

- a. support and respect the protection of internationally proclaimed human rights;
- b. ensure that they are not complicit in human rights abuses;
- c. uphold the freedom of association and the effective recognition of the right to collective bargaining;
- d. support the elimination of all forms of forced and compulsory labour;
- d. support the effective abolition of child labour;
- e. support the elimination of discrimination in respect of employment and occupation;
- f. support a precautionary approach to environmental challenges;
- g. undertake initiatives to promote greater environmental responsibility;
- h. encourage the development and diffusion of environmentally friendly technologies; and
- i. work against corruption in all its forms, including extortion and bribery.

### **I. Child Protection**

27. Suppliers and Supplier Representatives are expected to safeguard and protect the rights of all children, irrespective of ability, ethnicity, faith, gender, sexuality and culture.

28. The Children's Rights and Business Principles (see <http://childrenandbusiness.org/>) provide a framework for business to respect and support children's rights. The Global Fund strongly encourages all Suppliers to adopt and apply these principles which include to:

- Meet their responsibility to respect children's rights and commit to supporting the human rights of children
- Contribute to the elimination of child labour, including in all business activities and business relationships
- Ensure the protection and safety of children in all business activities and facilities
- Provide decent work for young workers, parents and caregivers
- Ensure that products and services are safe, and seek to support children's rights through them
- Use marketing and advertising that respects and support children's rights
- Respect and support children's rights in relation to the environment and to land acquisition and use
- Respect and support children's rights in security arrangements
- Help protect children affected by emergencies
- Reinforce community and government efforts to protect and fulfill children's right

29. Consistent with the provisions of the ILO Convention on the Worst Forms of Child Labour (Number 182), Suppliers must prohibit forced or compulsory labour in all its forms, including all forms of slavery or practices similar to slavery, such as the sale and trafficking of children,

debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of children for use in armed conflict; child prostitution and pornography; using children for illicit activities, in particular for the production and trafficking of drugs; and work which is likely to harm the health, safety or wellbeing of children.

30. Consistent with the provisions of the ILO Minimum Age Convention (Number 138), Suppliers must not employ:

- a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and
- b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or wellbeing of such persons. J. Protection from Sexual Exploitation and Abuse and Sexual Harassment

31. Supplier and Supplier Representatives are prohibited from engaging in sexual exploitation and abuse, and sexual harassment. For purposes of this Code:

- Sexual exploitation is any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- Sexual abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- Sexual harassment is any unwelcome conduct of a sexual nature that might reasonably be expected or be perceived to cause offense or humiliation. Sexual harassment may involve any conduct of a verbal, nonverbal or physical nature, including written and electronic communications, and may occur between persons of the same or different genders.

32. Sexual activity by Suppliers and Supplier Representatives with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally (in the jurisdiction where such activity takes place). Mistaken belief regarding the age of a child is not a defense.

33. Suppliers are expected to have policies and measures in place to prevent and respond to sexual exploitation and abuse and sexual harassment. They are expected to facilitate or provide assistance to victims and survivors related to their safety and protection, medical care, psychosocial support and legal services, as well as to facilitate survivor and victims' timely, safe and confidential access to a remedy.

34. Suppliers and Supplier Representatives are required to report all cases (including any allegations) of sexual exploitation and abuse, and sexual harassment to the Global Fund

We the under signed have read all of the terms and conditions and agreed to abide by all the code of conduct as indicated above. We here affixed our signature.

Signed : \_\_\_\_\_

Capacity of the Person Signing: \_\_\_\_\_

Name of Firm : \_\_\_\_\_

Date: \_\_\_\_\_



## **Section V. Eligible Countries**

**Not Applicable**





## **PART 2 – Supply Requirements**

A. \_\_\_\_\_

III.

## **Section VI. Schedule of Requirements**

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## SECTION III-List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Inco terms) Date		
					Earliest Delivery and Installation Date	Latest Delivery and Installation Date	Bidder's offered Delivery and Installation date [ <i>to be provided by the bidder</i> ]
1	Supply, Delivery, Installation, Commissioning and Maintenance of Solar systems (one for each site)	4 Sets	4 Sets	See below sites	5 Weeks	9 Weeks	
2	Supply, Delivery, Installation, Commissioning and Maintenance of Generators (one for each site)	4 Sets	4 Sets	See below sites	5 Weeks	9 Weeks	

Sites for delivery and installation

Final Destination:

**DAP: Ministry of Health (Health Facilities as indicated in below) as well as in the schedule of requirements as per each location:**

- Jackson F. Doe Hospital located at Tapita, Nimba County , Liberia
- Telewinyon Hospital located at Voijima, Lofa County, Liberia
- Martha Tubman Hospital located at Zwedru, Grand Gedeh County
- Barclayville Hospital located at Grand Cess, Grand Kru County, Liberia

## 2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
First two maintenance services after commissioning of solar systems	Routine maintenance of the solar systems after the delivery in first two	Four solar systems	System	<ul style="list-style-type: none"> <li>• Jackson F. Doe memory hospital, Tapita, Nimba County</li> <li>• Telewinyon Hospital, Voijima, Lofa County</li> <li>• Martha Tubman Hospital, Zwedru, Grand Gedeh County</li> <li>• Barclayville Hospital, Grand Cess, Grand Kru County</li> </ul>	As proposed by the selected firm
First two maintenance services after commissioning of solar systems	Routine maintenance of the generators after the delivery in first two	Four generators	System	<ul style="list-style-type: none"> <li>• Jackson F. Doe memory hospital, Tapita, Nimba County</li> <li>• Telewinyon Hospital, Voijima, Lofa County</li> <li>• Martha Tubman Hospital, Zwedru, Grand Gedeh County</li> <li>• Barclayville Hospital, Grand Cess, Grand Kru County</li> </ul>	As proposed by the selected firm

1. If applicable



## ***Lot-1: TECHNICAL SPECIFICATION***

Key System Components

### **Stationary integrated AC Solar PV system**

		<b>Technical Specification</b>
<b>1</b>	<b>PV Modules</b>	
1.1	Technology	Mono crystalline solar modules, framed, 73kWp total nominal power, modules shall have min.375Wp each, incl. connectors ( enter quantity of modules and size)
1.2	Power Tolerance	Positive tolerance of +5W on the power peak (max) value. Negative power tolerances are not allowed
1.3	Frame	Compatible with the earthling requirements
1.4	Connectors	Leads and PV array quick connectors, no array junction boxes to be used. eg. Multi-connect™, Tyco™, Sunclix™,
1.5	Documentation	Product certificate issued by accredited laboratory according to EN 45011
<b>2</b>	<b>Solar Mounting System for PV Array as above, min. 73kWp on corrugated iron sheet with wooden substructure</b>	
2.1	Roof Parallel Mounting	Roof parallel mounting system from aluminum, stainless steel, galvanized steel or othercorrosion resistant material for the array Roof screws to purlins method can be implemented
2.2	PV module fastening accessories	Incl. Clamps, end clamps and middle clamps
<b>3</b>	<b>MPPT charge controller or 3-phase solar inverter/charger for quoted PV array NOTE: The system may use inverter-charger with integrated charge controller</b>	
3.1	Battery voltage	48 - 96Vdc
3.2	Allowed Battery Type	Lead-acid various technologies (gel and AGM, Flooded is not allowed to be used) , or Li-Ion, various technologies (LFP, NMC)
3.3	MPPT	48 - 96V DC - DC or up to DC max input
3.4	Efficiency	>95% at 10 - 90% continuous output
3.5	Operating Temperature	Ambient temperature: 0°C to 40°C
3.6	Protection	Over current, over temperature

3.7	Communication	Compatibility with Solar PV charger, solar PV inverter, battery inverter/charger, and humaninterface display Remote monitoring
4	<b>Inverter: Inverter/charger 3 Phase Total Nominal Min. Power 73kW</b>	
4.1	Battery voltage	48 - 96Vdc
4.2	Allowed Battery Type	Lead-acid various technologies (gel and AGM, Flooded is not allowed to be used , or Li-Ion, various technologies (LFP, NMC)
4.3	Nominal AC voltage	230V AC
4.4	Nominal Frequency	50Hz
4.5	Efficiency	>95% at 10 - 90% continuous output
4.6	Continuous AC Output	At 25°C 100% of nominal value and at 45°C, 80% of nominal value
4.7	Surge AC output	150% for 30 seconds
4.8	Continuous AC Battery charge	At 25°C 80% of nominal value and at 45°C, 70% of nominal value
4.9	Operating Temperature	Ambient temperature: 0°C to 40°C
4.10	AC inputs	AC input for diesel generator or grid charging / pass through. Optional AC input for solar PV inverter charging, compatibility with battery charge control. Avoiding reverse PV current to genset (zero export function)
4.1	Protection	Over current, over temperature
4.1	Communication	Compatibility with Solar PV charger, solar PV inverter, battery inverter/charger, and human interface display Remote monitoring/integration with data-logging
4.1	Warranty Requirements	Minimum 5 years, Optionally extendable to 10 years
5	<b>Battery Bank, incl. rack 320kWh LiFePO4 battery with battery monitoring system (BMS), &gt;full cycles at 90% DoD</b>	
5.1	Technology	Lead-acid various technologies (gel and AGM, Flooded is not allowed to be used) , or Stationary Lithium ion battery, Li-Ion, various technologies (LFP, NMC)
5.2	Nominal capacity	Defined by the manufacturer at rate C/5 with maximum $\pm$ 5% deviation
5.3	Nominal voltage of battery modules	48V DC (modular approach), 48 -200V DC (systems approach)

5.4	Paralleling of battery modules	Compatibility required for 48V DC modules Compatibility by modules/BMS and software being backwards and forwards to facilitate expandability Proven history of such consistency by manufacturer
5.5	Reference life cycle	Lithium-Ion: >4,000 cycles at 90% DoD to end of life 70% of nominal capacity to IEC 62620 or similar
5.6	Operating Temperature	Ambient temperature 10°C to 40°C
5.7	Mounting	Rack or wall, rack mount option required
5.8	Communication	CAN/RS485 comms, sharing battery BMS and cell data. Compatibility with solar PV charger, solar PV inverter, battery inverter / charger, and human interface display. Integration with data-logging/remote monitoring, capable of sharing cell data. (Include ESS link for Canbus digital communication of battery data with battery inverters and data logger). Battery/modules listed as compatible with the specific battery inverter system.
5.9	Warranty Requirements	Minimum 5 years for lithium-ion battery under specified DoD and temperature conditions and daily cycling. Optionally extendable to 10 years
<b>6</b>	<b>CABLING AND INTERCONNECTIONS</b>	
6.1	Solar cabling	PV module interconnection: 'Flexible multi-strand copper single conductor cables in flexible UV resistant sheath (e.g Neoprene PV1-F) compatible with gland seals. Minimum 6mm <sup>2</sup> XSA conduct
6.2	Battery cabling	Pre-configured battery interconnector system cable system comprising of: - battery fuse box according to quoted battery bank - pre-configured and lugged battery power cabling (NSGAFÖU), from battery-inverter and battery-battery for parallel systems - battery communications RS-485 cables
6.3	Generation side switchgear	Pre-configured generation plant enclosure system (DC IN, AC IN, bus bar, min. two outgoer CB, etc), - prewired with switchgear, protection and metering devices. - earthing and bonding, P+N Class 2 lighting protection. These may be internal to an entire pre-assembled plug and play system, or external prewired DB's enclosures.
<b>7</b>	<b>LOCAL AND REMOTE MONITORING AND DATA LOGGING</b>	



7.1	Local display	<p>On-site display for user &amp; operator interface (visible screen)</p> <ul style="list-style-type: none"> <li>- Overall real-time display of system status and energy and power flows, for example battery state of charge indication and load shed status instantaneous power (PV array, power to loads, power to /from battery, power from grid/diesel.)</li> <li>- Real-time current operational status / error notifications</li> <li>- Access to individual electronic components, parameters, performance and error-codes.</li> <li>- Historical trends data-logging of key performance parameters and operational status</li> </ul>
7.2	Remote access	<p>Communications hub</p> <ul style="list-style-type: none"> <li>- 2G/3G/4G communications hub, sim cards, aerials, necessary for remote access for each system.</li> <li>- Sim card data-loading by remote top-up for 5 years.</li> </ul> <p>Dashboard providing remote overview for all sites:</p> <ul style="list-style-type: none"> <li>- Web-based interface (compatible with 2G coverage)</li> <li>- Overview of all sites with operational status, key parameters, and any error warnings.</li> <li>- Ideally compatible with AMMP™ or Odyssey™ or similar.</li> </ul> <p>Detailed performance remote access for each site:</p> <ul style="list-style-type: none"> <li>- Drill down access via Dashboard to each site</li> <li>- Remote real-time monitoring of current operational status and some performance parameters</li> <li>- Historical trends data-logging of key performance parameters and operational status</li> <li>- API accessible to AMMP™ or Odyssey™ or similar.</li> </ul>
<b>8 Accessories, pls specify expected type and qty</b>		
8.1	Grounding cable - 1x16mm <sup>2</sup> - with clamps, PV-Array Substructure grounding / potential equalizing	
8.2	Earthing Rod, 2m with connectors	
8.3	Specify and other required, suggested accessory (wall attachments, conduit for PV cabling etc.)	
<b>9 DOCUMENTATION</b>		
9.1	Product description (incl. Spare parts catalogue, wiring diagram etc.) and operation manuals and guidelines for each product (Pos. 1 to 9). Written in English. 1x as Print; 1x on electr. device (memory stick) as part of the delivery; plus 1x on Electr. device (memory stick) to the procurement unit.	

9.2	Tailor made installation and commissioning manual as well as a wiring plan for the whole system (site). The manuals should be easy to read and not just be a reproduction of standard company literature. It should reflect the planned system of the site. Written in English. 1x as Print; 1x on electr. device (memory stick) as part of the delivery; plus 1x on Electr. device (memory stick) to the procurement unit.
9.3	Tailor made operation and maintenance manuals and guidelines which are appropriate for the day to day and troubleshooting operations and maintenance of the equipment at the site .Written in English. 1x as Print; 1x on electr. device (memory stick) as part of the delivery; plus 1x on Electr. device (memory stick) to the procurement unit.

Final Destination:

**DAP: Ministry of Health (Health Facilities as indicated in below) as well as in the schedule of requirements as per each location:**

- Jackson F. Doe Hospital located at Tapita, Nimba County, Liberia
- Telewinyon Hospital located at Voijima, Lofa County, Liberia
- Martha Tubman Hospital located at Zwedru, Grand Gedeh County
- Barclayville Hospital located at Grand Cess, Grand Kru County, Liberia

Note: the solar panel, batteries, and inverters must have **Manufacturing Authorization (Include ISO certification)**- (applicable to all firms)

**General Requirements:**

- Bidders must propose a complete solar system that is capable of providing power requirement to the entire facility and grounds for a minimum of 12 Hours each day.

## Proposed Solution

For the various facilities, we propose a battery/inverter **Stationary integrated AC Solar PV system**. Solar Systems are designed to supply continuous power to oxygen plants for several hours (12) which will be the actual operational period and the generator will serve as a backup system if required. The use of Solar Panels and large equipment and industrial batteries or Li-Ion makes it possible to provide continuous power to large power infrastructures. All firms are required to propose taking into consideration the 12 hour per day constant power supply as the system is intended to maintain the selected plants which have equipment that consume high energy.

### LOAD DATA

#### PSA Plant Sites: 80 kW Solar System

Items:	Watts (A*V)	Min Hours/day	Quantity	Total Watts per site
80 kW	80,000	12	4	80,000
Total Nominal Power				80,000

**Key Evaluation criteria: All firms are to state the country of origin for the entire product. This will be part of the evaluation criteria as the issue of quality will be taken into consideration. Delivery period is also required.**

A. \_\_\_\_\_

## **Lot-2: TECHNICAL SPECIFICATION FOR THE GENERATOR**

### **Proposed Solution**

To enable the continuous flow of power to the Oxygen Plants even during the raining season, the MOH is inviting bids for the procurement, delivery, installation, commissioning, and maintenance of 100KVA generators (one for each location). See below specification for the details

#### **100 KVA GENERATOR**

<b>ENGINE DATA</b>	
MAKE	Firm to indicate
PRIME POWER	100 KVA
STANDBY POWER	110 KVA
Number of Cylinders	4 - In Line
Governor	Electronic
Induction	Turbo charged
Compression ratio	16.7:1
Displacement	4.40
Alternator Charge Amp	65
<b>GENERATOR CONFIGURATION</b>	
Voltage	415
Control Panel	DSE7310 (Electronic)
Base Tank Type	Bunded
Circuit Breaker	4 Pole
<b>ALTERNATOR DATA</b>	
Prime Amps per $\phi$	139
AVR Model	R250
Volt Reg	+/- 0.5%
Frequency (Hz)	50
Insulation Class	H
Excitation Shunt	Excitation Shunt
CANOPY TYPE	SILENT, WEATHER RESISTANT, ENCLOSURE
Warranty Period	Minimum 2 years after delivery

Note: the Generator must have **Manufacturing Authorization (Include ISO certification)- (applicable to all firms)**

**Warranty: The solar system will include warranty for a minimum period of five (5) years and the generator for a minimum warranty period of minimum of two (2) years and as such, the cost of the spare parts needed for the solar systems and generators will be covered by the selected firm and the spares parts will also be provided by the selected firm to ensure conformity to the warranty.**

**In view of the above after-sales requirement. All bidders MUST state the modalities of how they will fulfill and achieve this requirement.**

## **5. Inspections and Tests**

The following inspections and tests shall be performed:

Inspections for quality and quantity will be done during delivery at the selected sites per the location (four) counties. The quantities, quality, power output will be confirmed by the team of Ministry of Health and the GIZ technician for quality assurance after the installation is completed in line with the Contract and scope of work as well as technical specifications.



## Section VII. General Conditions of Contract

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## Section VII. General Conditions of Contract

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Ministry of Health and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Ministry of Health under the Contract.
- (h) “Ministry of Health’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (i) “Ministry of Health” means the PE purchasing the Goods and Related Services, as specified in the SCC.
- (j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (k) “SCC” means the Special Conditions of Contract.
- (l) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any

part of the Related Services is subcontracted by the Supplier.

- (m) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Ministry of Health and is named as such in the Contract Agreement.
- (n) “The Project Site,” where applicable, means the place named in the SCC.

## **2. Contract Documents**

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## **3. Fraud and Corruption**

**The entire 3.1 a-d to be deleted**

- 3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, no competitive levels; and;
  - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in

corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and
- (d) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

#### **4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Ministry of Health and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 No waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Ministry of Health, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### 6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Ministry of Health for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Ministry of Health.

### 7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Liberia, unless otherwise specified in the **SCC**.
- 10. Settlement of Disputes**
- 10.1 The Ministry of Health and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Ministry of Health or the Supplier 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. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Ministry of Health shall pay the Supplier any monies due the Supplier.

- 11. Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Contract Price** 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 15. Terms of Payment** 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 15.2 The Supplier's request for payment shall be made to the Ministry of Health in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Ministry of Health, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Ministry of Health has accepted it.
- 15.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 15.5 In the event that the Ministry of Health fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Ministry of Health shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 16. Taxes and Duties** 16.1 For goods manufactured outside the Ministry of Health's Country, the Supplier shall be entirely responsible for all taxes,

stamp duties, license fees, and other such levies imposed outside the Republic of Liberia.

16.2 For goods Manufactured within the Republic of Liberia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Ministry of Health.

16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Republic of Ghana , the Ministry of Health shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

### **17. Performance Security**

17.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

17.2 The proceeds of the Performance Security shall be payable to the Ministry of Health as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Ministry of Health; and shall be in one of the format stipulated by the Ministry of Health in the **SCC**, or in another format acceptable to the Ministry of Health.

17.4 The Performance Security shall be discharged by the Ministry of Health and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

### **18. Copyright**

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Ministry of Health by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Ministry of Health directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

### **19. Confidential Information**

19.1 The Ministry of Health and the Supplier 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 may furnish to its Subcontractor such documents, data, and other information it receives from the Ministry of Health to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

19.2 The Ministry of Health shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Ministry of Health for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

The Purchase or Supplier need to share with the financier/lender or other institutions participating in the financing of the Contract;

- (a) now or hereafter enters the public domain through no fault of that party;
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

## **20. Subcontracting**

20.1 The Supplier shall notify the Ministry of Health 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 from any of its obligations, duties, responsibilities, or liability under the Contract.



20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## **21. Specifications and Standards**

### **21.1 Technical Specifications and Drawings**

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Ministry of Health, by giving a notice of such disclaimer to the Ministry of Health.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Ministry of Health and shall be treated in accordance with GCC Clause 32.

## **22. Packing and Documents**

22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Ministry of Health.

## **23. Insurance**

23.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible

currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**. **Insurance will only pass on to the Ministry of Health after the commissioning of the system and acceptance of it thereafter.**

- 24. Transportation** 24.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25. Inspections and Tests**
- 25.1 The Supplier shall at its own expense and at no cost to the Ministry of Health carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Ministry of Health's Country as specified in the **SCC**. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Ministry of Health.
- 25.3 The Ministry of Health or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Ministry of Health bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Ministry of Health. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Ministry of Health or its designated representative to attend the test and/or inspection.
- 25.5 The Ministry of Health may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other

obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 25.6 The Supplier shall provide the Ministry of Health with a report of the results of any such test and/or inspection.
- 25.7 The Ministry of Health may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Ministry of Health, and shall repeat the test and/or inspection, at no cost to the Ministry of Health, upon giving a notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Ministry of Health or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **26. Liquidated Damages**

- 26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Ministry of Health may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Ministry of Health may terminate the Contract pursuant to GCC Clause 34.

## **27. Warranty**

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 27.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier. The contract terms will however, take over this warranty after the signing by both parties.
- 27.4 The Ministry of Health shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Ministry of Health shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Ministry of Health.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Ministry of Health may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Ministry of Health may have against the Supplier under the Contract.

## **28. Patent Indemnity**

- 28.1 The Supplier shall, subject to the Ministry of Health's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Ministry of Health and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Ministry of Health may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement

resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought or any claim is made against the Ministry of Health arising out of the matters referred to in GCC Sub-Clause 28.1, the Ministry of Health shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Ministry of Health's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Ministry of Health within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Ministry of Health shall be free to conduct the same on its own behalf.
- 28.4 The Ministry of Health shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Ministry of Health shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Ministry of Health.

## **29. Limitation of Liability**

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Ministry of Health, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Ministry of Health and
  - (b) the aggregate liability of the Supplier to the Ministry of Health, whether under the Contract, in tort or otherwise,

shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Ministry of Health with respect to patent infringement

**30. Change in Laws and Regulations**

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Ministry of Health's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

**31. Force Majeure**

31.1 The Supplier 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.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Ministry of Health in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Ministry of Health in writing of such condition and the cause thereof. Unless otherwise directed by the Ministry of Health in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**32. Change Orders and Contract Amendments**

32.1 The Ministry of Health may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Ministry of Health;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Ministry of Health's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**33. Extensions of Time**

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Ministry of Health in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Ministry of Health shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery

and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

### **34. Termination**

#### 34.1 Termination for Default

- (a) The Ministry of Health, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Ministry of Health pursuant to GCC Clause 33;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Ministry of Health has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Ministry of Health terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Ministry of Health may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Ministry of Health for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 34.2 Termination for Insolvency.

- (a) The Ministry of Health may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Ministry of Health

#### 34.3 Termination for Convenience.

- (a) The Ministry of Health, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for



its convenience. The notice of termination shall specify that termination is for the Ministry of Health's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Ministry of Health at the Contract terms and prices. For the remaining Goods, the Ministry of Health may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

### **35. Assignment**

- 35.1 Neither the Ministry of Health nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(j)</b>	The Ministry of Health's country is: <b><i>Republic of Liberia/MOH</i></b>
<b>GCC 1.1(k)</b>	The Ministry of Health is: <b><i>Ministry of Health</i></b>
<b>GCC 1.1 (q)</b>	The Project Site(s)/Final Destination(s) is: <b><i>MINISTRY OF HEALTH, TO BE INSTALLED AT THE LOCATIONS MENTIONED IN THE BID DATA SHEET (BDS)</i></b>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Inco terms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Inco terms, they shall be as prescribed by: GCC 4.2 (b)
<b>GCC 4.2 (b)</b>	The version edition of Inco terms shall be <b>Inco terms 2020</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 8.1</b>	For <b>notices</b> , the Ministry of Health's address shall be:  Attention: <b>Procurement Director</b> <b>Ministry of Health</b> <b>Congo Town</b> <b>Tubman Boulevard</b> <b>Room #: 142/Ground Floor</b> <b>Contact #: (+231) 886-515-565/777563938</b> <b>Email addressed: <a href="mailto:proumohsw@gmail.com">proumohsw@gmail.com</a></b>
<b>GCC 9.1</b>	The governing law shall be the <b>law of the Republic of Liberia</b>
<b>GCC 14.2</b>	The prices charged for the Goods supplied and the related Services performed <b><i>shall not</i></b> be adjustable.
<b>GCC 15.1</b>	<b><i>Sample provision</i></b>  GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

	<p><b>Payment for Goods and Services supplied to the Ministry of Health’s at each location: Upon Installation, Commissioning and full acceptance of the solar system and or generator, payment will be made within 30 working days to the firm.</b></p> <p>Payment for Goods and Services supplied to the Ministry of Health’s shall be made in USD, as follows:</p> <ul style="list-style-type: none"> <li>• The Ministry of Health want a supplier with the capacity to fully pre-finance the solar systems and generators and be paid thereafter. However, the following will apply if and advance is required by any firm:</li> <li>• <b>Advance Payment:</b> the maximum shall not exceed thirty (30) percent of the Contract Price shall be paid within fourteen (14) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Ministry of Health.</li> <li>• <b>On Delivery:</b> Seventy (70) percent of the Contract Price shall be paid on receipt of the Goods and completion of the installation and commissioning of all of the solar systems in the various counties or facilities according with the contract. This completion shall be accompanied by a full job completion report from the firm and completion certificate from the MOH as in the documents specified in GCC Clause 12.</li> </ul> <p><b>Note:</b> A valid bank guarantee from a reputable bank will be required for any advance payment.</p>
<b>GCC 15.5</b>	The payment-delay period after which the Ministry of Health shall pay interest to the supplier shall be <b>N/A</b> .
<b>GCC 17.1</b>	A Performance Security <i>shall applied in the amount of 5% of the contract value and this will be submitted along with the contract by the selected supplier after it has signed.</i>
<b>GCC 17.3</b>	If required, the Performance Security shall be in the form of: <b>cheque or Banks Transfer, which will be in the name of the Ministry of Health Global Fund Project.</b>
<b>GCC 17.4</b>	Discharge of the Performance Security shall take place: <b>28 days after the completion of the solar system and or generator commissioning in all locations</b>
<b>GCC 24.1</b>	Responsibility for transportation of the Goods shall be as specified in the Inco term and in the bid data sheet

<b>GCC 25.1</b>	The inspections and tests shall be: at each location in the counties
<b>GCC 26.1</b>	The liquidated damages for the whole of the Works are <b>1/2000</b> per day. The maximum amount of liquidated damages for the whole of the Works is <b>5/100</b> of the final Contract Price.
<b>GCC 27.3</b>	The period of validity Of the Warranty shall be <b>mainly as indicated in the technical requirement for both solar system and generator.</b>
<b>GCC 27.5</b>	The period for repair or replacement shall be as stated in the bid data sheet.

# **Section IX. Contract Forms**

## **Table of Forms**

1. Contract Agreement ..... 102

# 1. Contract Agreement-TO BE MODIFIED

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert: **number** ]* day of *[ insert: **month** ]*, *[ insert: **year** ]*.

BETWEEN

- (1) *[insert complete name of PE ] of the Government of the Republic of Liberia or corporation incorporated under the laws of { insert name of Country of Ministry of Health } ]* and having its principal place of business at *[ insert address of Ministry of Health ]* (hereinafter called “the Ministry of Health”), and
- (2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier ]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called “the Supplier”).

WHEREAS the Ministry of Health invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (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 Ministry of Health and the Supplier, 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 Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Ministry of Health’s Notification of Award
  - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Ministry of Health to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Ministry of Health to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Ministry of Health hereby covenants to pay the Supplier 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Ministry of Health *[PE]*

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*