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# **REPUBLIC OF LIBERIA**



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

## **NATIONAL COMPETITIVE BIDDING (NCB)**

**VEHICLE RENTAL SERVICE FOR CONDUCT OF NET DISTRIBUTION  
NATIONWIDE FOR USE BY THE NATIONAL MALARIA CONTROL PROGRAM  
(NMCP)**

**IFB.NO.MOH/NMCP/GF/NCB/002/20/21**

**Issued Date: January 4, 2021**

**New Submission Deadline: February 8, 2021**

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

## Invitation for Bids (IFB)

**National Competitive Bidding (NCB): Provision of Vehicle Rental Service**

**IFB.NO.MOH/NMCP/GF/NCB/002/20/21**

### Introduction

The Government of Liberia through the Ministry of Health had received a grant from Global Fund to support the Health System Strengthening through the National Malaria Control Program (NMCP). The Ministry (MOH) intends to apply portion of the grant under NMCP to conduct nationwide distribution of treated nets (Mosquito Nets).

The Ministry of Health now invites sealed bid from all eligible and qualified bidders within the Republic of Liberia for the assignment as mentioned below and further described in annex VIII (Technical Specifications section) of this bidding documents.

### Scenario A:

**Note: The selected firm will be responsible for the tasks indicated below so all firm's financial quotation must consist of:**

- Transportation of the 2,739,404 LLINs from the central warehouse to all the districts capital within the country. A detailed list of the Districts as well as the quantity per district are those placed in the matrix below. **Apply to all lots.**
- The transportation company shall be responsible for security during delivery and for loading and offloading of the LLINs from the central warehouse to the designated location (districts). **Apply to all lots.**

### **Lot-1: Transportation from Central Warehouse Monrovia, Montserrado to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
<b>Montserrado</b>			
Careysburg	55,056	30,587	612
Commonwealth	401,590	223,105	4,462
Greater Monrovia	182,400	101,333	2,027
Somalia Drive	285,408	158,560	3,171
Bushrod	230,563	128,091	2,562
St. Paul River	142,929	79,405	1,588
Todee	63,920	35,511	710
	1,361,865	756,592	15,132
<b>BOMI County</b>			
Dowein	22,444	12,469	249

Klay	51,810	28,783	576
Senjeh	31,234	17,352	347
Suehn Mecca	28,390	15,772	315
	<b>133,877</b>	<b>74,376</b>	<b>1,488</b>

**Gbapolu**

Belleh	25,195	13,997	280
Bokomu	46,039	25,577	512
Bopolu	25,925	14,403	288
Gbarma	19,691	10,939	219
Koninga	10,934	6,074	121
	<b>127,783</b>	<b>70,990</b>	<b>1,420</b>

**Grand Cape Mount**

Garwula	42,787	23,771	475
Golakonneh	38,481	21,378	428
Porkpa	49,921	27,734	555
Commonwealth	10,639	5,911	118
Tewor	39,815	22,119	442
	<b>181,643</b>	<b>100,913</b>	<b>2,018</b>

**Grand Total****1,002,870.84****20,057****Lot-2: Transportation from Central Warehouse, Monrovia, Montserrado to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
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**Bong County**

Fuamah	44,324	24,625	492
Jorquelleh	136,062	75,590	1,512
Kokoyah	41,210	22,894	458
Kpaita	25,033	13,907	278
Salala	57,543	31,968	639
Suakoko	97,275	54,041	1,081
Kpa	36,798	20,443	409
Sanoyea	42,258	23,477	470
Zota	28,190	15,661	313
	<b>508,693</b>	<b>282,607</b>	<b>2,272</b>

**Lofa County**

Foya	106,087	58,937	1,179
Kolahun	91,996	51,109	1,022
Salayea	34,462	19,146	383
Vahun	22,381	12,434	249
Voinjama	87,364	48,535	971
Zorzor	61,482	34,157	683
	<b>403,771</b>	<b>224,317</b>	<b>4,486</b>

**Nimba County**

Tappita	126,302	70,168	1,403
Gbehlay- Geh	118,942	66,079	1,322

Saclapea- Mah	172,903	96,057	1,921
Sanniquellie-Mah	206,542	114,746	2,295
Yarwein Mehnsonnoh	33,138	18,410	368
Zoe-Geh	134,748	74,860	1,497
	<b>792,575</b>	<b>440,320</b>	<b>8,806</b>

**Grand Total****947,244****15,565**

**Lot-3: Transportation from Central Warehouse in Monrovia, Montserrado to Health Districts below:**

**Grand Gedeh County**

District	2021 Pop.	ITNs Needed	Bales Needed
B'hai	16,722	9,290	186
Cavala	29,742	16,523	330
Gbao	22,943	12,746	255
Konobo	39,441	21,912	438
Putu	14,940	8,300	166
Tchien	47,947	26,637	533
	<b>171,734</b>	<b>95,408</b>	<b>1,908</b>

**River Gee County**

Chedepo	14,490	8,050	161
Gbeapo	22,929	12,738	255
Teinpo	13,436	7,465	149
Potupo	16,373	9,096	182
Sarbo	13,511	7,506	150
Webbo	13,563	7,535	151
	<b>94,301</b>	<b>52,389</b>	<b>1,048</b>

**Grand Kru County**

Barclayville	31,030	17,239	345
Buah	18,266	10,148	203
Dorbor	8,469	4,705	94
Trehn	25,198	13,999	280
Jroah	11,856	6,586	132
	<b>94,818</b>	<b>52,677</b>	<b>1,054</b>

**Maryland County**

Harper	48,347	26,860	537
Karluway #1	9,993	5,552	111
Karluway #2	24,086	13,381	268
Pleebo/Sodoken	44,457	24,698	494
Barrobo Farjah	13,051	7,250	145
Barrobo Whojah	24,654	13,697	274
	<b>164,588</b>	<b>91,438</b>	<b>1,829</b>

**Grand Total****291,912****5,838**

**Lot-4: Transportation from Central Warehouse in Monrovia, Montserrado County to  
Health Districts below:**

<b>District</b>	<b>2021 Pop.</b>	<b>ITNs Needed</b>	<b>Bales Needed</b>
<b>Grand Bassa County</b>			
Buchanna	81,747	45,415	908
District # 1	31,295	17,386	348
District # 2	36,777	20,432	409
District # 3A & B	62,139	34,522	690
District # 3C	24,621	13,678	274
District# 4	43,822	24,345	487
Owensgove	16,514	9,175	183
Camp Wood	12,422	6,901	138
	<b>309,336</b>	<b>171,854</b>	<b>3,437</b>
<b>Margibi County</b>			
Firestone	80,405	44,669	893
Gibi	41,383	22,991	460
Kakata	148,277	82,376	1,648
Mambah Kaba	51,807	28,782	576
	<b>321,873</b>	<b>178,818</b>	<b>3,576</b>
<b>River Cess County</b>			
Central C	15,989	8,883	178
Doedain	15,277	8,487	170
Jo River	20,959	11,644	233
Jowein	10,284	5,713	114
Timbo	30,878	17,155	343
Yarnie	9,977	5,543	111
	<b>103,365</b>	<b>57,425</b>	<b>1,148</b>
<b>Sinoe County</b>			
Butaw	11,315	6,286	126
Dugbe River	24,273	13,485	270
Greenville	28,071	15,595	312
Jaedae	13,930	7,739	155
Jedepo	9,683	5,380	108
Tarjuowon	25,954	14,419	288
Kpanyan	21,134	11,741	235
Gblonee	4,714	2,619	52
Pynes Town	12,610	7,006	140
Tarsue	9,181	5,101	102
	<b>160,865</b>	<b>89,370</b>	<b>1,787</b>
<b>Grand Total</b>		<b><u>497,467</u></b>	<b><u>9,949</u></b>

**Scenario B:**

**Note: The selected firm will be responsible for the tasks indicated below so all firm's financial quotation must consist of:**

**Lot-1:**

- Transportation of Ninety-Two (92) forty-foot containers from the Freeport of Monrovia to four regional logistics bases whose location are as indicated in the lots below:

Location	Number of Containers
1. Monrovia, Montserrado County GSA Star Base	40
2. Buchanan, Grand Bassa County	8
<b>Total number of 40 feet containers</b>	<b><u>48</u></b>

**Lot-2**

1. Suakoko, Bong County	33
2. Zwedru, Grand Gedeh County	
11	

**Total number of 40 feet containers** **44**

- The Transportation Company shall be responsible to offload the containers at the regional logistics base and return those containers to the Freeport of Monrovia. The company shall be responsible for security during the transporting of the containers from the Freeport to the four regional warehouses. A detailed list of the Districts as well as the quantity per district are those placed in the matrix's below. **This is applicable to all of the lots.**
- The transportation company shall be responsible for security during delivery and for loading and offloading of the LLINs from the regional warehouse to the designated location (districts). **This is applicable to all lots.**

**Lot-3: Transportation from Regional Warehouse, Monrovia GSA Star Base to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
<b>Montserrado Monrovia, Montserrado County GSA Star Base</b>			
Careysburg	55,056	30,587	612
Commonwealth	401,590	223,105	4,462
Greater Monrovia	182,400	101,333	2,027
Somalia Drive	285,408	158,560	3,171
Bushrod	230,563	128,091	2,562
St. Paul River	142,929	79,405	1,588
Todee	63,920	35,511	710
	1,361,865	756,592	15,132
<b>BOMI County</b>			
Dowein	22,444	12,469	249
Klay	51,810	28,783	576

Senjeh	31,234	17,352	347
Suehn Mecca	28,390	15,772	315
	<b>133,877</b>	<b>74,376</b>	<b>1,488</b>

**Gbapolu**

Belleh	25,195	13,997	280
Bokomu	46,039	25,577	512
Bopolu	25,925	14,403	288
Gbarma	19,691	10,939	219
Koninga	10,934	6,074	121
	<b>127,783</b>	<b>70,990</b>	<b>1,420</b>

**Grand Cape Mount**

Garwula	42,787	23,771	475
Golakonneh	38,481	21,378	428
Porkpa	49,921	27,734	555
Commonwealth	10,639	5,911	118
Tewor	39,815	22,119	442
	<b>181,643</b>	<b>100,913</b>	<b>2,018</b>

**Grand Total****1,002,870.84****20,057**

**Lot-4: Transportation from Regional Warehouse in Suakoko, Bong County to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
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**Suakoko, Bong County**

Fuamah	44,324	24,625	492
Jorquelleh	136,062	75,590	1,512
Kokoyah	41,210	22,894	458
Kpaita	25,033	13,907	278
Salala	57,543	31,968	639
Suakoko	97,275	54,041	1,081
Kpa	36,798	20,443	409
Sanoyea	42,258	23,477	470
Zota	28,190	15,661	313
	<b>508,693</b>	<b>282,607</b>	<b>2,272</b>

**Lofa County**

Foya	106,087	58,937	1,179
Kolahun	91,996	51,109	1,022
Salayea	34,462	19,146	383
Vahun	22,381	12,434	249
Voinjama	87,364	48,535	971
Zorzor	61,482	34,157	683
	<b>403,771</b>	<b>224,317</b>	<b>4,486</b>

**Nimba County**

Tappita	126,302	70,168	1,403
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Gbehlay- Geh	118,942	66,079	1,322
Saclapea- Mah	172,903	96,057	1,921
Sanniquellie-Mah	206,542	114,746	2,295
Yarwein Mehnsonnoh	33,138	18,410	368
Zoe-Geh	134,748	74,860	1,497
	<b>792,575</b>	<b>440,320</b>	<b>8,806</b>

**Grand Total****947,244****15,565**

**Lot-5: Transportation from Regional Warehouse in Zwedru, Grand Gedeh County to Health Districts below:**

**Zwedru, Grand Gedeh County**

District	2021 Pop.	ITNs Needed	Bales Needed
B'hai	16,722	9,290	186
Cavala	29,742	16,523	330
Gbao	22,943	12,746	255
Konobo	39,441	21,912	438
Putu	14,940	8,300	166
Tchien	47,947	26,637	533
	<b>171,734</b>	<b>95,408</b>	<b>1,908</b>

**River Gee County**

Chedepo	14,490	8,050	161
Gbeapo	22,929	12,738	255
Teinpo	13,436	7,465	149
Potupo	16,373	9,096	182
Sarbo	13,511	7,506	150
Webbo	13,563	7,535	151
	<b>94,301</b>	<b>52,389</b>	<b>1,048</b>

**Grand Kru County**

Barclayville	31,030	17,239	345
Buah	18,266	10,148	203
Dorbor	8,469	4,705	94
Trehn	25,198	13,999	280
Jroah	11,856	6,586	132
	<b>94,818</b>	<b>52,677</b>	<b>1,054</b>

**Maryland County**

Harper	48,347	26,860	537
Karluway #1	9,993	5,552	111
Karluway #2	24,086	13,381	268
Pleebo/Sodoken	44,457	24,698	494
Barrobo Farjah	13,051	7,250	145
Barrobo Whojah	24,654	13,697	274
	<b>164,588</b>	<b>91,438</b>	<b>1,829</b>

**Grand Total****291,912****5,838**



**Lot-6: Transportation from Regional Warehouse in Buchanan, Grand Bassa County to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
<b>Buchanan, Grand Bassa County</b>			
Buchanan	81,747	45,415	908
District # 1	31,295	17,386	348
District # 2	36,777	20,432	409
District # 3A & B	62,139	34,522	690
District # 3C	24,621	13,678	274
District# 4	43,822	24,345	487
Owensgove	16,514	9,175	183
Camp Wood	12,422	6,901	138
	<b>309,336</b>	<b>171,854</b>	<b>3,437</b>
<b>Margibi County</b>			
Firestone	80,405	44,669	893
Gibi	41,383	22,991	460
Kakata	148,277	82,376	1,648
Mambah Kaba	51,807	28,782	576
	<b>321,873</b>	<b>178,818</b>	<b>3,576</b>
<b>River Cess County</b>			
Central C	15,989	8,883	178
Doedain	15,277	8,487	170
Jo River	20,959	11,644	233
Jowein	10,284	5,713	114
Timbo	30,878	17,155	343
Yarnie	9,977	5,543	111
	<b>103,365</b>	<b>57,425</b>	<b>1,148</b>
<b>Sinoe County</b>			
Butaw	11,315	6,286	126
Dugbe River	24,273	13,485	270
Greenville	28,071	15,595	312
Jaedae	13,930	7,739	155
Jedepo	9,683	5,380	108
Tarjuowon	25,954	14,419	288
Kpanyan	21,134	11,741	235
Gblonee	4,714	2,619	52
Pynes Town	12,610	7,006	140
Tarsue	9,181	5,101	102
	<b>160,865</b>	<b>89,370</b>	<b>1,787</b>

**Grand Total**

**497,467**

**9,949**

**Note:** All firms must quote for the two scenarios. The two scenarios are intended to help the Ministry for decision making. However, contract will be base on the lot basis.

- Bidding will be conducted through the National Competitive Bidding (NCB) procedures specified in the PPC Act and approved by the PPCC.

2. Interested eligible and qualified bidders may obtain further information from the Ministry of Health Central Office, Procurement Unit, Ground Floor (Room-142), Congo Town, Tubman Boulevard.
3. Qualifications requirements include: **eligible company's profile, valid business registration, valid tax clearance, Ministry of Transport certificate, Insurance for vehicle, proof of PPCC Vendor Registration and past performance records; stating names of at least three (3) clients and their contact numbers.** Additional details are provided in the Bidding Documents.
4. A complete and detailed set of Bidding Documents in English and Hard Copy can be purchased by interested bidders at the address provided below and upon payment of a non-refundable fee of (USD\$100.00) United States Dollar. The method of payment will be cash and pay to the cashier at the address provided below on the Fourth Floor (OFM) between 9:30 AM to 3:15 PM daily, beginning January 4<sup>th</sup>, 2020.
5. All bids must be delivered in sealed envelope to the below address on or before Monday, **February 8, 2021 at 1:00PM. Electronic bids will not be permitted. Late bids will be rejected. Bids will be opened in the presence of bidders' representatives who choose to attend in person on Monday, February 8, 2021 at 1:05pm.**
6. All bids shall be accompanied by a **Bid Securing Declaration** as described in the bidding documents.
7. All bidders shall submit one original and two (2) copies in sealed envelopes clearly marked with the name of the firm and return address as indicated below:  
The addresses referred to above are:
  - a. Collection of bidding documents:  
The Procurement Unit, Ground Floor (Room #-142) – Central Office MOH, Tubman Boulevard Congo Town
  - b. For submission of the bids:  
Tender Box, Ground Floor, opposite the elevator – Central Office MOH, Tubman Boulevard Congo Town
  - c. For Opening of the Bids:  
Second floor, Conference Room 227 Annex, Central Office MOH, Tubman Boulevard Congo Town

The address referred to above is:

**Attention: Director of Procurement  
MINISTRY OF HEALTH  
Provision of Vehicle Rental Service  
The National Malaria Control Program  
IFB.NO.MOH/NMCP/GF/NCB/002/20/21**

The address referred to above is:

**Attention:**

Procurement Director  
**Provision of Vehicle Rental Service**  
Ministry of Health  
Congo Town Tubman Boulevard  
Room #: 142/Ground Floor  
Contact #: 0886-515-565  
Email addressed: proumohsw@gmail.com

Signed: \_\_\_\_\_  
Jacob L. N. Wapoe  
**Procurement Director**

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## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**
- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Vehicle Rental Service and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this Restrictive Bid Competitive Bidding (RB) 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 Fund**
- 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 Provision of Vehicle Rental Service).
- 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:
  - (a) 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;
- 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 Purchaser.

- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser 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 2 Supply Requirements**

- Section V. Schedule of Requirements
- Technical Specifications

## **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 Purchaser is not part of the Bidding Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 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 Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten days (10) days prior to the deadline for submission of bids. The Purchaser 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 Purchaser 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 Purchaser 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 Purchaser.
  - 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser 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 Purchaser 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 Purchaser, 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 Incoterms, 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 Purchaser. This shall not in any way limit the Purchaser'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; 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;
  - (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 (inclusive of any applicable taxes).

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 lot and to 100% of the quantities specified for each item of a lot. 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 the currency of the Republic of Liberia the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the **BDS**.

15.2 The Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Republic of Liberia.

**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 Related Services**

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 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 Purchaser.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser 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 Purchaser'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 Purchaser'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 criterion 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 Purchaser. A

bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser 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 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 the currency of the Republic of Liberia or a freely convertible currency, 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 Purchaser prior to bid submission;
- (d) be payable promptly upon written demand by the Purchaser 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 28 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser at the address and no later than the date and time **specified in the BDS**.

24.2 The Purchaser 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 Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**25. Late Bids**

25.1 The Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser shall not be considered. The Purchaser'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 Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.
- 30. Responsiveness of Bids**
- 30.1 The Purchaser'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 Purchaser'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.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be

made responsive by the Bidder by correction of the material deviation, reservation, or omission.

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

31.1 Provided that a Bid is substantially responsive, the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser'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 Purchaser'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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 39.1 The Purchaser 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 Purchaser 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. Purchaser's Right to Vary Quantities at Time of Award**
- 41.1 At the time the Contract is awarded, the Purchaser 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.

- |                                  |   |
|----------------------------------|---|
| <b>42. Notification of Award</b> | <p>42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>42.3 The Purchaser 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 Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.</p> <p>42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.</p> |
| <b>43. Signing of Contract</b>   | <p>43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.</p> <p>43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.</p>  |
| <b>44. Performance Security</b>  | <p>44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, 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 Purchaser. 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.</p> <p>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 Purchaser may award the Contract to the next</p>   |

lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. 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.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <i>Ministry of Health</i>

<b>ITB 1.1</b>	<p>The name and identification number of the RB is: <b>Provision of Vehicle Rental Service for the NMCP to Conduct Net Distribution Nationwide</b></p> <p><b>IFB.NO.MOH/NMCP/GF/NCB/002/20/21</b></p> <p><i>The firms are to submit based on the various scenarios which contains lots:</i></p> <p><b>Scenario A: Central Warehouse to Districts:</b></p> <p><b>Lot-1:</b> Transportation from Central Warehouse Monrovia, Montserrado to Health Districts in Montserrado, Bomi, Gbapolu and Grand Cape Mount Counties;</p> <p><b>Lot-2:</b> Transportation from Central Warehouse, Monrovia, Montserrado to Health Districts in Bong, Lofa and Nimba counties;</p> <p><b>Lot-3:</b> Transportation from Central Warehouse in Monrovia, Montserrado to Health Districts in Grand Gedeh, River Gee, Grand Kru and Maryland Counties;</p> <p><b>Lot-4:</b> Transportation from Central Warehouse in Monrovia, Montserrado County to Health Districts in Grand Bassa, River Cess, Margibi and Sinoe Counties</p> <p><b>Scenario B: Freeport to Regional Depots:</b></p> <p><b>Lot-1:</b> Transportation of 40 feet containers warehouse in Monrovia and Buchanan – 48 pcs</p> <p><b>Lot-1:</b> Transportation of 40 feet containers warehouse in Suakoko and Zwedru – 44 pcs</p> <p><b>Transportation from regional depots to districts:</b></p> <p><b>Lot-3:</b> Transportation from Regional Warehouse, Monrovia GSA Star Base to Health Districts in Montserrado, Bomi, Gbapolu and Grand Cape Mount</p> <p><b>Lot-4:</b> Transportation from Regional Warehouse, Suakoko Bong County to Health Districts in Bong, Lofa and Nimba</p> <p><b>Lot-5:</b> Transportation from Regional Warehouse, Zwedru Grand Gedeh County to Health Districts in Grand Gedeh County, Grand Kru County, River Gee County and Maryland County.</p> <p><b>Lot-6:</b> Transportation from Regional Warehouse, Buchanan Grand Bassa County to Health Districts in Grand Bassa County, River Cess County, Margibi County and Sinoe County.</p>
	<p align="center"><b>B. Contents of Bidding Documents</b></p>

<b>ITB 7.1</b>	<p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: Director of Procurement</p> <p>Ministry of Health</p> <p>Congo Town</p> <p>Tubman Boulevard</p> <p>Room #: 142/Ground Floor</p> <p>Contact #: 0886-515-565</p> <p>Email addressed: proumohsw@gmail.com</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> <p><b>1. Qualification requirements are as follows:</b></p> <ul style="list-style-type: none"> <li>a. Company profile</li> <li>b. Current tax clearance</li> <li>c. Ministry of Transport Vehicle Rental Certificate</li> <li>d. Statement of proof of vehicle registration and Insurance (third party at least)</li> <li>e. Statement of how vehicles that are broken down during the activities will be replaced</li> <li>f. Bid securing Declaration (use format in this document), No. of years is: Two (2) years from submission deadline</li> <li>g. Experience in supply of at least 2 contracts of similar nature. Bidders shall provide Names and contact details (to include email addresses or telephone numbers) of the agencies/clients supplied.</li> <li>h. firm price quotation <b>MUST</b> be inclusive of fuel for the entire operations or numbers of trips require.</li> <li>i. firm quotation should include loading and offloading of nets into vehicles and security from point of pickup to final destination</li> </ul> <p><b>2. This information will be examined as part of the post-qualification evaluation in accordance with ITB38.2</b></p>

ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The Inco terms edition is: <b>Inco terms 2010</b>
ITB 14.6 (b) (i) and (c) (iii)	Final Designation: <b>CIP: Ministry of Health Central Warehouse, Congo Town, Tubman Boulevard</b>
ITB 14.7	The prices quoted by the Bidder <i>shall not</i> be adjustable
ITB 15.1	Bidder <b>have to</b> quote in <b>USD</b>
ITB 19.1 (a)	Manufacturer's authorization is: <b>N/A</b>
ITB 19.1 (b)	After sales service is: <b>N/A</b>
ITB 20.1	The bid validity period shall be <b>90days</b> .
ITB 21.1	The Bid Security shall be: <b>Bid Securing Declaration (use format in the bidding documents)</b>
ITB 22.1	In addition to the original of the bid, the number of copies is: <b>Two (2) copies</b>
	<b>D. Submission and Opening of Bids</b>
ITB 23.1	Bidders <i>shall not</i> have the option of submitting their bids electronically.
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <b>Provision of Vehicle Rental Service – NMCP</b> <b>IFB.NO.MOH/NMCP/GF/NCB/002/20/21</b>
ITB 24.1	For bid submission purposes, the Purchaser's address is: <b>Attention: 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 #: 0886-515-565</b>

	<p><b>Email addressed: proumohsw@gmail.com</b></p> <p><b>The deadline for the submission of bids is:</b>  <b>Date: Monday, February 8, 2021</b>  <b>Time: 1:00pm</b></p>
<b>ITB 27.1</b>	<p>The bid opening shall take place at:</p> <p><b>Procurement Unit</b>  <b>Ministry of Health</b>  <b>Congo Town</b>  <b>Tubman Boulevard</b>  <b>Floor/ Room number: Ground Floor, Room#-142</b>  <b>Date: Monday, February 8, 2021</b>  <b>Time: 1:05pm</b></p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 34.1</b>	<p>The source of exchange rate shall be: <i>Central Bank of Liberia</i>  The date for the exchange rate shall be <b>The date of Evaluation</b></p>
<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 done and contract will be awarded on that basis
<b>ITB 36.3(d)</b>	<p>The applicable quality and cost factors for evaluation shall be: <b>Not Applicable</b>  The following quantification methods will be applied: <b>Not Applicable</b></p>
<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: <i>[50%]</i>  The maximum percentage by which quantities may be decreased is: <i>[50%]</i></p>





## Section III: Evaluation Criteria

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to specifications, technical design features or the product's ability to satisfy functional requirements.
1.3	Compliance with Special and General Conditions specified by this Solicitation Document.
1.4	Compliance with start-up, delivery or installation deadlines set by the procuring entity.
1.5	Documentary evidence of demonstrated ability to comply with critical provisions such as execution of the contract
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.7	Evidence of after-sales service facilities and appropriateness of services.
1.8	Evaluation for lots if applicable, will be done as specified in the bid data sheet
1.9	Post qualification requirements will be done as specified in the bid data sheet and as per verification of documents pursuant to clause 8 in the Instructions to Bidders.

### In addition the following will apply to the evaluation criteria as specified in 1.9

The Purchaser will evaluate and compare the Restrictive biddings as follows:

- Examine if the Restrictive bidding conforms to technical specifications and the delivery time;
- Verify any arithmetical errors. For example, if the Restrictive bidding in figures is different from the Restrictive bidding in words, the amount in words will prevail. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected;
- Tabulate the Restrictive bidding thus arrived at.

#### 1. Payment

Payment shall be 100% after the delivery of the service and the presentation of final invoice by the service provider within a period of 30 days.

- No payment will be made to the contractor without a vehicle log sheet indicating, the mileage, date of departure, destination, etc.
- Job completion Certificate will be issued and signed by the end-user indicating completion of activities

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

## Section IV: Bidding Forms

### Bid Submission Form –Applicable

*[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]*

NCB 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 Purchaser]*

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]*

## **Bid-Securing Declaration-Applicable**

*[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 Purchaser]*

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 Purchaser for the period of time of *[2 years or 24 Months]* starting on *[date](submission 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 Purchaser 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.]*

## Part II. Service Requirements

### Contents

1. Price /Schedule of Requirement .....34**Error! Bookmark not defined.**
2. Technical Specifications.....65
3. Inspections and Tests.....**Error! Bookmark not defined.**

## SECTION V: Price Schedule

[Name of the Purchaser]

Restrictive bidding No \_\_ of \_\_/\_\_/\_\_  
\_\_/\_\_/\_\_

Date of Price Restrictive bidding

(To be completed by the Supplier)

N o	Detailed description of the items	Quantities		Unit Price (In figures/letters)	Total Price	Delivery	
		No. Vehicles	No. Days			period	site
1.							
2.							

[Name of the Purchaser]

Restrictive bidding No \_\_ of \_\_/\_\_/\_\_  
\_\_/\_\_/\_\_

Date of Price Restrictive bidding

Signature of Bidder \_\_\_\_\_

**Note:** In case of discrepancy between unit price and total, the unit price shall prevail. Firms can quote for each lot separately.

### 3 – SCHEDULE OF REQUIREMENTS

#### Scenario A:

**Note: The selected firm will be responsible for the tasks indicated below so all firm's financial quotation must consist of:**

- Transportation of the 2,739,404 LLINs from the central warehouse to all the districts capital within the country. A detailed list of the Districts as well as the quantity per district are those placed in the matrix below. **Apply to all lots.**
- The transportation company shall be responsible for security during delivery and for loading and offloading of the LLINs from the central warehouse to the designated location (districts). **Apply to all lots.**

#### **Lot-1: Transportation from Central Warehouse Monrovia, Montserrado to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
<b>Montserrado</b>			
Careysburg	55,056	30,587	612
Commonwealth	401,590	223,105	4,462
Greater Monrovia	182,400	101,333	2,027
Somalia Drive	285,408	158,560	3,171
Bushrod	230,563	128,091	2,562
St. Paul River	142,929	79,405	1,588
Todee	63,920	35,511	710
	1,361,865	756,592	15,132
<b>BOMI County</b>			
Dowein	22,444	12,469	249
Klay	51,810	28,783	576
Senjeh	31,234	17,352	347
Suehn Mecca	28,390	15,772	315
	133,877	74,376	1,488
<b>Gbapolu</b>			
Belleh	25,195	13,997	280

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



Bokomu	46,039	25,577	512
Bopolu	25,925	14,403	288
Gbarma	19,691	10,939	219
Koninga	10,934	6,074	121
	<b>127,783</b>	<b>70,990</b>	<b>1,420</b>

**Grand Cape Mount**

Garwula	42,787	23,771	475
Golakonneh	38,481	21,378	428
Porkpa	49,921	27,734	555
Commonwealth	10,639	5,911	118
Tewor	39,815	22,119	442
	<b>181,643</b>	<b>100,913</b>	<b>2,018</b>

**Grand Total**

**1,002,870.84**

**20,057**

**Lot-2: Transportation from Central Warehouse, Monrovia, Montserrado to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
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**Bong County**

Fuamah	44,324	24,625	492
Jorquelleh	136,062	75,590	1,512
Kokoyah	41,210	22,894	458
Kpaita	25,033	13,907	278
Salala	57,543	31,968	639
Suakoko	97,275	54,041	1,081
Kpa	36,798	20,443	409
Sanoyea	42,258	23,477	470
Zota	28,190	15,661	313
	<b>508,693</b>	<b>282,607</b>	<b>2,272</b>

**Lofa County**

Foya	106,087	58,937	1,179
Kolahun	91,996	51,109	1,022

Salayea	34,462	19,146	383
Vahun	22,381	12,434	249
Voinjama	87,364	48,535	971
Zorzor	61,482	34,157	683
	<b>403,771</b>	<b>224,317</b>	<b>4,486</b>

**Nimba County**

Tappita	126,302	70,168	1,403
Gbehlay- Geh	118,942	66,079	1,322
Saclapea- Mah	172,903	96,057	1,921
Sanniquellie-Mah	206,542	114,746	2,295
Yarwein Mehnsonnoh	33,138	18,410	368
Zoe-Geh	134,748	74,860	1,497
	<b>792,575</b>	<b>440,320</b>	<b>8,806</b>

**Grand Total**

**947,244**

**15,565**

**Lot-3: Transportation from Central Warehouse in Monrovia, Montserrado to Health Districts below:**

**Grand Gedeh County**

District	2021 Pop.	ITNs Needed	Bales Needed
B'hai	16,722	9,290	186
Cavala	29,742	16,523	330
Gbao	22,943	12,746	255
Konobo	39,441	21,912	438

Putu	14,940	8,300	166
Tchien	47,947	26,637	533
	<b>171,734</b>	<b>95,408</b>	<b>1,908</b>

**River Gee County**

Chedepo	14,490	8,050	161
Gbeapo	22,929	12,738	255
Teinpo	13,436	7,465	149
Potupo	16,373	9,096	182
Sarbo	13,511	7,506	150
Webbo	13,563	7,535	151
	<b>94,301</b>	<b>52,389</b>	<b>1,048</b>

**Grand Kru County**

Barclayville	31,030	17,239	345
Buah	18,266	10,148	203
Dorbor	8,469	4,705	94
Trehn	25,198	13,999	280
Jroah	11,856	6,586	132
	<b>94,818</b>	<b>52,677</b>	<b>1,054</b>

**Maryland County**

Harper	48,347	26,860	537
Karluway #1	9,993	5,552	111
Karluway #2	24,086	13,381	268
Pleebo/Sodoken	44,457	24,698	494
Barrobo Farjah	13,051	7,250	145
Barrobo Whojah	24,654	13,697	274
	<b>164,588</b>	<b>91,438</b>	<b>1,829</b>

**Grand Total****291,912****5,838**


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**Lot-4: Transportation from Central Warehouse in Monrovia, Montserrado County to Health Districts below:**


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District	2021 Pop.	ITNs Needed	Bales Needed
<b>Grand Bassa County</b>			
Buchanna	81,747	45,415	908
District # 1	31,295	17,386	348
District # 2	36,777	20,432	409
District # 3A & B	62,139	34,522	690
District # 3C	24,621	13,678	274
District# 4	43,822	24,345	487
Owensgove	16,514	9,175	183
Camp Wood	12,422	6,901	138
	<b>309,336</b>	<b>171,854</b>	<b>3,437</b>
<b>Margibi County</b>			
Firestone	80,405	44,669	893
Gibi	41,383	22,991	460
Kakata	148,277	82,376	1,648
Mambah Kaba	51,807	28,782	576
	<b>321,873</b>	<b>178,818</b>	<b>3,576</b>
<b>River Cess County</b>			
Central C	15,989	8,883	178
Doedain	15,277	8,487	170
Jo River	20,959	11,644	233
Jowein	10,284	5,713	114
Timbo	30,878	17,155	343
Yarnie	9,977	5,543	111
	<b>103,365</b>	<b>57,425</b>	<b>1,148</b>
<b>Sinoe County</b>			
Butaw	11,315	6,286	126
Dugbe River	24,273	13,485	270
Greenville	28,071	15,595	312
Jaedae	13,930	7,739	155

Jedepo	9,683	5,380	108
Tarjuowon	25,954	14,419	288
Kpanyan	21,134	11,741	235
Gblonee	4,714	2,619	52
Pynes Town	12,610	7,006	140
Tarsue	9,181	5,101	102
	<b>160,865</b>	<b>89,370</b>	<b>1,787</b>
<b>Grand Total</b>		<b><u>497,467</u></b>	<b><u>9,949</u></b>

### Scenario B:

**Note: The selected firm will be responsible for the tasks indicated below so all firm's financial quotation must consist of:**

#### **Lot-1:**

- Transportation of Ninety-Two (92) forty-foot containers from the Freeport of Monrovia to four regional logistics bases whose location are as indicated in the lots below:

<b>Location</b>	<b>Number of Containers</b>
<b>1. Monrovia, Montserrado County GSA Star Base</b>	<b>40</b>
<b>2. Buchanan, Grand Bassa County</b>	<b>8</b>
<b>Total number of 40 feet containers</b>	<b><u>48</u></b>

#### **Lot-2**

1. Suakoko, Bong County	33
2. Zwedru, Grand Gedeh County	11

**Total number of 40 feet containers** **44**

- The Transportation Company shall be responsible to offload the containers at the regional logistics base and return those containers to the Freeport of Monrovia. The company shall be responsible for security during the transporting of the containers

from the Freeport to the four regional warehouses. A detailed list of the Districts as well as the quantity per district are those placed in the matrix's below. **This is applicable to all of the lots.**

- The transportation company shall be responsible for security during delivery and for loading and offloading of the LLINs from the regional warehouse to the designated location (districts). **This is applicable to all lots.**

**Lot-3: Transportation from Regional Warehouse, Monrovia GSA Star Base to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
<b>Montserrado Monrovia, Montserrado County GSA Star Base</b>			
Careysburg	55,056	30,587	612
Commonwealth	401,590	223,105	4,462
Greater Monrovia	182,400	101,333	2,027
Somalia Drive	285,408	158,560	3,171
Bushrod	230,563	128,091	2,562
St. Paul River	142,929	79,405	1,588
Todee	63,920	35,511	710
	<b>1,361,865</b>	<b>756,592</b>	<b>15,132</b>
<b>BOMI County</b>			
Dowein	22,444	12,469	249
Klay	51,810	28,783	576
Senjeh	31,234	17,352	347
Suehn Mecca	28,390	15,772	315
	<b>133,877</b>	<b>74,376</b>	<b>1,488</b>
<b>Gbapolu</b>			
Belleh	25,195	13,997	280
Bokomu	46,039	25,577	512
Bopolu	25,925	14,403	288
Gbarma	19,691	10,939	219
Koninga	10,934	6,074	121
	<b>127,783</b>	<b>70,990</b>	<b>1,420</b>

**Grand Cape Mount**

Garwula	42,787	23,771	475
Golakonneh	38,481	21,378	428
Porkpa	49,921	27,734	555
Commonwealth	10,639	5,911	118
Tewor	39,815	22,119	442
	<b>181,643</b>	<b>100,913</b>	<b>2,018</b>

**Grand Total****1,002,870.84****20,057****Lot-4: Transportation from Regional Warehouse in Suakoko, Bong County to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
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**Suakoko, Bong County**

Fuamah	44,324	24,625	492
Jorquelleh	136,062	75,590	1,512
Kokoyah	41,210	22,894	458
Kpaita	25,033	13,907	278
Salala	57,543	31,968	639
Suakoko	97,275	54,041	1,081
Kpa	36,798	20,443	409
Sanoyea	42,258	23,477	470
Zota	28,190	15,661	313
	<b>508,693</b>	<b>282,607</b>	<b>2,272</b>

**Lofa County**

Foya	106,087	58,937	1,179
Kolahun	91,996	51,109	1,022
Salayea	34,462	19,146	383
Vahun	22,381	12,434	249
Voinjama	87,364	48,535	971
Zorzor	61,482	34,157	683

	<b>403,771</b>	<b>224,317</b>	<b>4,486</b>
<b>Nimba County</b>			
Tappita	126,302	70,168	1,403
Gbehlay- Geh	118,942	66,079	1,322
Saclapea- Mah	172,903	96,057	1,921
Sanniquellie-Mah	206,542	114,746	2,295
Yarwein Mehnsonnoh	33,138	18,410	368
Zoe-Geh	134,748	74,860	1,497
	<b>792,575</b>	<b>440,320</b>	<b>8,806</b>
<b>Grand Total</b>		<b><u>947,244</u></b>	<b><u>15,565</u></b>

**Lot-5: Transportation from Regional Warehouse in Zwedru, Grand Gedeh County to Health Districts below:**

<b>Zwedru, Grand Gedeh County</b>			
District	2021 Pop.	ITNs Needed	Bales Needed
B'hai	16,722	9,290	186
Cavala	29,742	16,523	330
Gbao	22,943	12,746	255
Konobo	39,441	21,912	438
Putu	14,940	8,300	166
Tchien	47,947	26,637	533
	<b>171,734</b>	<b>95,408</b>	<b>1,908</b>
<b>River Gee County</b>			
Chedepo	14,490	8,050	161
Gbeapo	22,929	12,738	255
Teinpo	13,436	7,465	149
Potupo	16,373	9,096	182
Sarbo	13,511	7,506	150
Webbo	13,563	7,535	151



	<b>94,301</b>	<b>52,389</b>	<b>1,048</b>
<b>Grand Kru County</b>			
Barclayville	31,030	17,239	345
Buah	18,266	10,148	203
Dorbor	8,469	4,705	94
Trehn	25,198	13,999	280
Jroah	11,856	6,586	132
	<b>94,818</b>	<b>52,677</b>	<b>1,054</b>
<b>Maryland County</b>			
Harper	48,347	26,860	537
Karluway #1	9,993	5,552	111
Karluway #2	24,086	13,381	268
Pleebo/Sodoken	44,457	24,698	494
Barrobo Farjah	13,051	7,250	145
Barrobo Whojah	24,654	13,697	274
	<b>164,588</b>	<b>91,438</b>	<b>1,829</b>
<b>Grand Total</b>		<b><u>291,912</u></b>	<b><u>5,838</u></b>

**Lot-6: Transportation from Regional Warehouse in Buchanan, Grand Bassa County to Health Districts below:**

<b>District</b>	<b>2021 Pop.</b>	<b>ITNs Needed</b>	<b>Bales Needed</b>
<b>Buchanan, Grand Bassa County</b>			
Buchanan	81,747	45,415	908
District # 1	31,295	17,386	348
District # 2	36,777	20,432	409
District # 3A & B	62,139	34,522	690
District # 3C	24,621	13,678	274
District# 4	43,822	24,345	487

Owensgove	16,514	9,175	183
Camp Wood	12,422	6,901	138
	<b>309,336</b>	<b>171,854</b>	<b>3,437</b>

**Margibi County**

Firestone	80,405	44,669	893
Gibi	41,383	22,991	460
Kakata	148,277	82,376	1,648
Mambah Kaba	51,807	28,782	576
	<b>321,873</b>	<b>178,818</b>	<b>3,576</b>

**River Cess County**

Central C	15,989	8,883	178
Doedain	15,277	8,487	170
Jo River	20,959	11,644	233
Jowein	10,284	5,713	114
Timbo	30,878	17,155	343
Yarnie	9,977	5,543	111
	<b>103,365</b>	<b>57,425</b>	<b>1,148</b>

**Sinoe County**

Butaw	11,315	6,286	126
Dugbe River	24,273	13,485	270
Greenville	28,071	15,595	312
Jaedae	13,930	7,739	155
Jedepo	9,683	5,380	108
Tarjuowon	25,954	14,419	288
Kpanyan	21,134	11,741	235
Gblonee	4,714	2,619	52
Pynes Town	12,610	7,006	140
Tarsue	9,181	5,101	102
	<b>160,865</b>	<b>89,370</b>	<b>1,787</b>

**Grand Total****497,467****9,949**

**Note:** All firms must quote for the two scenarios. The two scenarios are intended to help the Ministry for decision making. However, contract will be base on the lot basis.

**Additional Requirement for the Vehicle Rental**

All firm quotation should include the following:

1. Loading and offloading of the mosquito nets to all locations will be the responsibility of the selected firm.
2. The firm will be responsible to safe guide all nets from the central warehouse (point of pickup) to final destination warehouse (Counties warehouse)

## SECTION VI: Technical Specifications

### TECHNICAL SPECIFICATIONS

#### Scenario A:

**Note: The selected firm will be responsible for the tasks indicated below so all firm's financial quotation must consist of:**

- Transportation of the 2,739,404 LLINs from the central warehouse to all the districts capital within the country. A detailed list of the Districts as well as the quantity per district are those placed in the matrix below. **Apply to all lots.**
- The transportation company shall be responsible for security during delivery and for loading and offloading of the LLINs from the central warehouse to the designated location (districts). **Apply to all lots.**

#### **Lot-1: Transportation from Central Warehouse Monrovia, Montserrado to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
<b>Montserrado</b>			
Careysburg	55,056	30,587	612
Commonwealth	401,590	223,105	4,462
Greater Monrovia	182,400	101,333	2,027
Somalia Drive	285,408	158,560	3,171
Bushrod	230,563	128,091	2,562
St. Paul River	142,929	79,405	1,588
Todee	63,920	35,511	710
	1,361,865	756,592	15,132
<b>BOMI County</b>			
Dowein	22,444	12,469	249
Klay	51,810	28,783	576
Senjeh	31,234	17,352	347
Suehn Mecca	28,390	15,772	315
	133,877	74,376	1,488

#### **Gbapolu**

Belleh	25,195	13,997	280
Bokomu	46,039	25,577	512
Bopolu	25,925	14,403	288
Gbarma	19,691	10,939	219
Koninga	10,934	6,074	121
	<b>127,783</b>	<b>70,990</b>	<b>1,420</b>

**Grand Cape Mount**

Garwula	42,787	23,771	475
Golakonneh	38,481	21,378	428
Porkpa	49,921	27,734	555
Commonwealth	10,639	5,911	118
Tewor	39,815	22,119	442
	<b>181,643</b>	<b>100,913</b>	<b>2,018</b>

**Grand Total**

**1,002,870.84**

**20,057**

**Lot-2: Transportation from Central Warehouse, Monrovia, Montserrado to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
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**Bong County**

Fuamah	44,324	24,625	492
Jorquelleh	136,062	75,590	1,512
Kokoyah	41,210	22,894	458
Kpaita	25,033	13,907	278
Salala	57,543	31,968	639
Suakoko	97,275	54,041	1,081
Kpa	36,798	20,443	409
Sanoyea	42,258	23,477	470
Zota	28,190	15,661	313
	<b>508,693</b>	<b>282,607</b>	<b>2,272</b>

**Lofa County**

Foya	106,087	58,937	1,179
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Kolahun	91,996	51,109	1,022
Salayea	34,462	19,146	383
Vahun	22,381	12,434	249
Voinjama	87,364	48,535	971
Zorzor	61,482	34,157	683
	<b>403,771</b>	<b>224,317</b>	<b>4,486</b>

**Nimba County**

Tappita	126,302	70,168	1,403
Gbehlay- Geh	118,942	66,079	1,322
Saclapea- Mah	172,903	96,057	1,921
Sanniquellie-Mah	206,542	114,746	2,295
Yarwein Mehnsonnoh	33,138	18,410	368
Zoe-Geh	134,748	74,860	1,497
	<b>792,575</b>	<b>440,320</b>	<b>8,806</b>

**Grand Total**

**947,244**

**15,565**

**Lot-3: Transportation from Central Warehouse in Monrovia, Montserrado to Health Districts below:**

**Grand Gedeh County**

District	2021 Pop.	ITNs Needed	Bales Needed
B'hai	16,722	9,290	186
Cavala	29,742	16,523	330
Gbao	22,943	12,746	255

Konobo	39,441	21,912	438
Putu	14,940	8,300	166
Tchien	47,947	26,637	533
	<b>171,734</b>	<b>95,408</b>	<b>1,908</b>

**River Gee County**

Chedepo	14,490	8,050	161
Gbeapo	22,929	12,738	255
Teinpo	13,436	7,465	149
Potupo	16,373	9,096	182
Sarbo	13,511	7,506	150
Webbo	13,563	7,535	151
	<b>94,301</b>	<b>52,389</b>	<b>1,048</b>

**Grand Kru County**

Barclayville	31,030	17,239	345
Buah	18,266	10,148	203
Dorbor	8,469	4,705	94
Trehn	25,198	13,999	280
Jroah	11,856	6,586	132
	<b>94,818</b>	<b>52,677</b>	<b>1,054</b>

**Maryland County**

Harper	48,347	26,860	537
Karluway #1	9,993	5,552	111
Karluway #2	24,086	13,381	268
Pleebo/Sodoken	44,457	24,698	494
Barrobo Farjah	13,051	7,250	145
Barrobo Whojah	24,654	13,697	274
	<b>164,588</b>	<b>91,438</b>	<b>1,829</b>

**Grand Total**

**291,912**

**5,838**

**Lot-4: Transportation from Central Warehouse in Monrovia, Montserrado County to Health Districts below:**

<b>District</b>	<b>2021 Pop.</b>	<b>ITNs Needed</b>	<b>Bales Needed</b>
<b>Grand Bassa County</b>			
Buchanna	81,747	45,415	908
District # 1	31,295	17,386	348
District # 2	36,777	20,432	409
District # 3A & B	62,139	34,522	690
District # 3C	24,621	13,678	274
District# 4	43,822	24,345	487
Owensgove	16,514	9,175	183
Camp Wood	12,422	6,901	138
	<b>309,336</b>	<b>171,854</b>	<b>3,437</b>
<b>Margibi County</b>			
Firestone	80,405	44,669	893
Gibi	41,383	22,991	460
Kakata	148,277	82,376	1,648
Mambah Kaba	51,807	28,782	576
	<b>321,873</b>	<b>178,818</b>	<b>3,576</b>
<b>River Cess County</b>			
Central C	15,989	8,883	178
Doedain	15,277	8,487	170
Jo River	20,959	11,644	233
Jowein	10,284	5,713	114
Timbo	30,878	17,155	343
Yarnie	9,977	5,543	111
	<b>103,365</b>	<b>57,425</b>	<b>1,148</b>
<b>Sinoe County</b>			
Butaw	11,315	6,286	126
Dugbe River	24,273	13,485	270



Greenville	28,071	15,595	312
Jaedae	13,930	7,739	155
Jedepo	9,683	5,380	108
Tarjuowon	25,954	14,419	288
Kpanyan	21,134	11,741	235
Gblonee	4,714	2,619	52
Pynes Town	12,610	7,006	140
Tarsue	9,181	5,101	102
	<b>160,865</b>	<b>89,370</b>	<b>1,787</b>

Grand Total

**497,467****9,949****Scenario B:**

**Note: The selected firm will be responsible for the tasks indicated below so all firm's financial quotation must consist of:**

**Lot-1:**

- Transportation of Ninety-Two (92) forty-foot containers from the Freeport of Monrovia to four regional logistics bases whose location are as indicated in the lots below:

Location	Number of Containers
1. Monrovia, Montserrado County GSA Star Base	40
2. Buchanan, Grand Bassa County	8
<b>Total number of 40 feet containers</b>	<u><b>48</b></u>

**Lot-2**

1. Suakoko, Bong County	33
2. Zwedru, Grand Gedeh County	11
<b>Total number of 40 feet containers</b>	<u><b>44</b></u>

- The Transportation Company shall be responsible to offload the containers at the regional logistics base and return those containers to the Freeport of Monrovia. The company shall be responsible for security during the transporting of the containers from the Freeport to the four regional warehouses. A detailed list of the Districts as well as the quantity per district are those placed in the matrix's below. **This is applicable to all of the lots.**
- The transportation company shall be responsible for security during delivery and for loading and offloading of the LLINs from the regional warehouse to the designated location (districts). **This is applicable to all lots.**

**Lot-3: Transportation from Regional Warehouse, Monrovia GSA Star Base to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
<b>Montserrado Monrovia, Montserrado County GSA Star Base</b>			
Careysburg	55,056	30,587	612
Commonwealth	401,590	223,105	4,462
Greater Monrovia	182,400	101,333	2,027
Somalia Drive	285,408	158,560	3,171
Bushrod	230,563	128,091	2,562
St. Paul River	142,929	79,405	1,588
Todee	63,920	35,511	710
	1,361,865	756,592	15,132
<b>BOMI County</b>			
Dowein	22,444	12,469	249
Klay	51,810	28,783	576
Senjeh	31,234	17,352	347
Suehn Mecca	28,390	15,772	315
	133,877	74,376	1,488
<b>Gbapolu</b>			
Belleh	25,195	13,997	280
Bokomu	46,039	25,577	512
Bopolu	25,925	14,403	288
Gbarma	19,691	10,939	219
Koninga	10,934	6,074	121

	<b>127,783</b>	<b>70,990</b>	<b>1,420</b>
<b>Grand Cape Mount</b>			
Garwula	42,787	23,771	475
Golakonneh	38,481	21,378	428
Porkpa	49,921	27,734	555
Commonwealth	10,639	5,911	118
Tewor	39,815	22,119	442
	<b>181,643</b>	<b>100,913</b>	<b>2,018</b>
<b>Grand Total</b>	<b><u>1,002,870.84</u></b>		<b><u>20,057</u></b>

**Lot-4: Transportation from Regional Warehouse in Suakoko, Bong County to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
<b>Suakoko, Bong County</b>			
Fuamah	44,324	24,625	492
Jorquelleh	136,062	75,590	1,512
Kokoyah	41,210	22,894	458
Kpaita	25,033	13,907	278
Salala	57,543	31,968	639
Suakoko	97,275	54,041	1,081
Kpa	36,798	20,443	409
Sanoyea	42,258	23,477	470
Zota	28,190	15,661	313
	<b>508,693</b>	<b>282,607</b>	<b>2,272</b>
<b>Lofa County</b>			
Foya	106,087	58,937	1,179
Kolahun	91,996	51,109	1,022
Salayea	34,462	19,146	383
Vahun	22,381	12,434	249

Voinjama	87,364	48,535	971
Zorzor	61,482	34,157	683
	<b>403,771</b>	<b>224,317</b>	<b>4,486</b>

**Nimba County**

Tappita	126,302	70,168	1,403
Gbehlay- Geh	118,942	66,079	1,322
Saclapea- Mah	172,903	96,057	1,921
Sanniquellie-Mah	206,542	114,746	2,295
Yarwein Mehnsonnoh	33,138	18,410	368
Zoe-Geh	134,748	74,860	1,497
	<b>792,575</b>	<b>440,320</b>	<b>8,806</b>

**Grand Total**

**947,244**

**15,565**

**Lot-5: Transportation from Regional Warehouse in Zwedru, Grand Gedeh County to Health Districts below:**

**Zwedru, Grand Gedeh County**

District	2021 Pop.	ITNs Needed	Bales Needed
B'hai	16,722	9,290	186
Cavala	29,742	16,523	330
Gbao	22,943	12,746	255
Konobo	39,441	21,912	438
Putu	14,940	8,300	166
Tchien	47,947	26,637	533
	<b>171,734</b>	<b>95,408</b>	<b>1,908</b>

**River Gee County**

Chedepo	14,490	8,050	161
Gbeapo	22,929	12,738	255
Teinpo	13,436	7,465	149
Potupo	16,373	9,096	182

Sarbo	13,511	7,506	150
Webbo	13,563	7,535	151
	<b>94,301</b>	<b>52,389</b>	<b>1,048</b>

**Grand Kru County**

Barclayville	31,030	17,239	345
Buah	18,266	10,148	203
Dorbor	8,469	4,705	94
Trehn	25,198	13,999	280
Jroah	11,856	6,586	132
	<b>94,818</b>	<b>52,677</b>	<b>1,054</b>

**Maryland County**

Harper	48,347	26,860	537
Karluway #1	9,993	5,552	111
Karluway #2	24,086	13,381	268
Pleebo/Sodoken	44,457	24,698	494
Barrobo Farjah	13,051	7,250	145
Barrobo Whojah	24,654	13,697	274
	<b>164,588</b>	<b>91,438</b>	<b>1,829</b>

<b>Grand Total</b>	<b><u>291,912</u></b>	<b><u>5,838</u></b>
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**Lot-6: Transportation from Regional Warehouse in Buchanan, Grand Bassa County to Health Districts below:**

District	2021 Pop.	ITNs Needed	Bales Needed
<b>Buchanan, Grand Bassa County</b>			
Buchanan	81,747	45,415	908
District # 1	31,295	17,386	348
District # 2	36,777	20,432	409
District # 3A & B	62,139	34,522	690

District # 3C	24,621	13,678	274
District# 4	43,822	24,345	487
Owensgove	16,514	9,175	183
Camp Wood	12,422	6,901	138
	<b>309,336</b>	<b>171,854</b>	<b>3,437</b>

**Margibi County**

Firestone	80,405	44,669	893
Gibi	41,383	22,991	460
Kakata	148,277	82,376	1,648
Mambah Kaba	51,807	28,782	576
	<b>321,873</b>	<b>178,818</b>	<b>3,576</b>

**River Cess County**

Central C	15,989	8,883	178
Doedain	15,277	8,487	170
Jo River	20,959	11,644	233
Jowein	10,284	5,713	114
Timbo	30,878	17,155	343
Yarnie	9,977	5,543	111
	<b>103,365</b>	<b>57,425</b>	<b>1,148</b>

**Sinoe County**

Butaw	11,315	6,286	126
Dugbe River	24,273	13,485	270
Greenville	28,071	15,595	312
Jaedae	13,930	7,739	155
Jedepo	9,683	5,380	108
Tarjuowon	25,954	14,419	288
Kpanyan	21,134	11,741	235
Gblonee	4,714	2,619	52
Pynes Town	12,610	7,006	140
Tarsue	9,181	5,101	102
	<b>160,865</b>	<b>89,370</b>	<b>1,787</b>

**Grand Total**

**497,467**

**9,949**

**Note:** All firms must quote for the two scenarios. The two scenarios are intended to help the Ministry for decision making. However, contract will be base on the lot basis.

### **Additional Requirement for the Vehicle Rental**

All firm quotation should include the following:

3. Loading and offloading of the mosquito nets to all locations will be the responsibility of the selected firm.
4. The firm will be responsible to safe guide all nets from the central warehouse (point of pickup) to final destination warehouse (Counties warehouse)

## **Inspections and Tests**

- Post Qualification Examination based on the Qualification Requirements indicated above.
- 2. Vehicle Inspection (For the Winning bidder)
  - Vehicle Inspection for roadworthiness upon request by MOH-Transport Division
  - **Licensed Driver in accordance with R.L traffice Law (copy)**
  - **Vehicle Triangle**
  - **Spare Tyres**
  - **High lift jack**
  - **Question & Answer on the terrain a particular driver will be assigned will be asked**

**Note:** No driver will be assigned to a terrain he has not been before.

### **3. Fueling of Vehicles**

**The Ministry of Health** will not be responsible to fuel the rented trucks throughout the exercise. Prices quoted Should be **Fuel inclusive**.

#### **4. Payment**

Payment shall be 100% after the delivery of the service and the presentation of final invoice by the service provider within a period of 30 days.

- **No payment will be made to the contractor without a vehicle log sheet indicating, the mileage, date of departure, destination, etc.**
- **Job completion Certificate will be issued and signed by the end-user indicating completion of activities**





## 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 Purchaser 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 Purchaser under the Contract.
- (h) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (i) “Purchaser” 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 Purchaser 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 thereunder 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 Purchaser 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 Purchaser, 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 Purchaser 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 Purchaser.

### 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 Purchaser 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 Purchaser 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 Purchaser shall pay the Supplier any monies due the Supplier.

- |  |   |
|--|---|
| <b>11. Scope of Supply</b>             | 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.   |
| <b>12. Delivery and Documents</b>      | 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.   |
| <b>13. Supplier's Responsibilities</b> | 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.   |
| <b>14. Contract Price</b>              | 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.   |
| <b>15. Terms of Payment</b>            | <p>15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>15.2 The Supplier's request for payment shall be made to the Purchaser 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.</p> <p>15.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p>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.</p> <p>15.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser 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 arbitrage award.</p> |
| <b>16. Taxes and Duties</b>            | 16.1 For goods manufactured outside the Purchaser'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 Purchaser.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Republic of Ghana , the Purchaser 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 Purchaser 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 Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser 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 Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (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 Purchaser 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 Purchaser.

**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.

- 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 Purchaser 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 Purchaser'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 Purchaser.
- 25.3 The Purchaser 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 Purchaser 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser 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 Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, 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 Purchaser 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 Purchaser 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 Purchaser 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.

27.4 The Purchaser 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 Purchaser 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 Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser 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 Purchaser may have against the Supplier under the Contract.

## **28. Patent Indemnity**

- 28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser 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 Purchaser 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 Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser'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 Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser 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 Purchaser 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 Purchaser.

**29. Limitation of Liability**

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, 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 Purchaser and
  - (b) the aggregate liability of the Supplier to the Purchaser, 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 purchaser 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 Purchaser'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 Purchaser 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 Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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 Purchaser 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 Purchaser;
  - (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 Purchaser'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 Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser 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 Purchaser, 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 Purchaser 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 Purchaser 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 Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser

#### 34.3 Termination for Convenience.

- (a) The Purchaser, 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 Purchaser'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 Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser 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 Purchaser 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 Purchaser's country is: <b><i>Republic of Liberia</i></b>
<b>GCC 1.1(k)</b>	The Purchaser is: <b><i>Ministry of Health</i></b>
<b>GCC 1.1 (q)</b>	The Project Site(s)/Final Destination(s) is/are : <b><i>Ministry of Health Central Ware House, Congo Town, Tubman Boulevard</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: N/A
<b>GCC 4.2 (b)</b>	The version edition of Inco terms shall be <b>Inco terms 2010</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 8.1</b>	For <b><u>notices</u></b> , the Purchaser'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 #: 0886-515-565</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>	          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 from within the Purchaser's country:</b></p> <p><b>On Acceptance:</b> The full amount of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
<b>GCC 15.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be N/A.</p> <p>The interest rate that shall be applied is N/A</p>
<b>GCC 17.1</b>	A Performance Security : Not Applicable
<b>GCC 17.3</b>	<p>If required, the Performance Security shall be in the form of : N/A</p> <p>The Performance security shall be denominated. N/A</p>
<b>GCC 17.4</b>	Discharge of the Performance Security shall take place: N/A
<b>GCC 24.1</b>	Responsibility for transportation of the Goods shall be as specified in the Inco terms.
<b>GCC 25.1</b>	The inspections and tests shall be: N/A
<b>GCC 27.3</b>	The period of validity of the Warranty shall be: N/A
<b>GCC 27.5</b>	The period for repair or replacement shall be: based on how damage goods with factory fault will be replaced as stated in the bid data sheet.

## **Section IX. Contract**

**The contract to be signed by the Purchaser and the Vendor/supplier will be prepared in accordance with the Ministry of Health standard form of contract.**