

REPUBLIC OF LIBERIA
MINISTRY OF HEALTH

Congo Town, Monrovia, Liberia



**Selection of Firm to Provide Third Party
Logistical (3PL) Support to the Central Medical
Store (CMS) for Drugs and Supplies
Distribution across the 15 Counties of Liberia
with Funding from Global Fund**

**Ref: IFB No: MOH/CMS-
SP/GF/NCB/001/2021/2022**

Released Date: January 5, 2021

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REQUEST FOR PROPOSALS

Ref: IFB No: MOH/CMS-SP/GF/NCB/001/2021/2022

REPUBLIC OF LIBERIA

MINISTRY OF HEALTH

***Title of Services:* Selection of Firm to Provide Third Party logistical (3PL) Support to the Central Medical Store (CMS) Drugs Distribution across the 15 Counties of Liberia with Funding from Global Fund**

Request for Proposals (RFP)

Ref: IFB No: MOH/CMS-SP/GF/NCB/001/2021/2022

Date: January 5, 2021

Section1. Letter of Invitation

**Title of Services: Selection of Firm to Provide Third Party logistical (3PL)
Support to the Central Medical Store Drugs Distribution across the 15
Counties of Liberia with Funding from Global Fund**

Dear Sir/Madam,

1. The Ministry of Health is the Principal Recipient (PR) for the Global Fund (GF) grants to Liberia. In furtherance of the objectives of the grants as well as funding from the Government of Liberia and other partners, procurement and distributions of Health sector goods is part of its code responsibilities of the grant implementation. The Ministry therefore intends to apply portions of the proceed from **Global Fund grant** for payment under a contract for the hiring of 3rd party Logistics firm.
2. This assignment therefore seeks to hire the services of a well experienced firm that meets the requirements of this tender as detailed in the terms of reference. The firm is expected to ensure and manage a nationwide distribution of drugs and medical consumables to 13 counties depots, 36 hospitals and 143 health facilities quarterly (every three months) and at times when requested by the facilities to fulfil stock out.
3. Pursuant to the above, the Ministry of Health now invites proposals from firms to provide logistical services (long hauling). More details on the services are provided in the attached Terms of Reference
4. This Request for Proposals (RFP) has been addressed to all registered firms within the Republic of Liberia.
5. A firm will be selected through the Least Cost Selection (LCS) Method and procedures described in this RFP, in accordance with the provisions of the **Public Procurement and Concessions Act (PPCA) 2010**.
6. To enable you submit your proposal, attached are:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract
7. Your offer comprising of **technical proposal** and **financial proposal shall be placed in separate and sealed envelopes** as further specified in the Bid data sheet, should be delivered into the tender box on the first floor of the ministry clearly marked with the below address no later than **Tuesday, February 4, 2021 no later than 2:00pm local time or 14:00 GMT**

8. Please inform us in writing at the below address upon receipt of this letter:
- (a) That you received the Letter of Invitation; and
 - (b) Whether you will submit a proposal alone or in associations
9. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information or wanting clarification one day to the submission deadline mention above will not be considered a reason for extending the submission date of this proposal.
10. All bids shall be accompanied by a **Proposal Securing Declaration** as described in the bidding documents.
11. All bidders shall submit **one (1) original and three (3) copies** in sealed envelopes clearly marked with the name of the firm and return address as indicated below:
The addresses referred to above are:
- a. Collection of bidding documents:
The Procurement Unit, Ground Floor (Room #-142) – Central Office MOH, Tubman Boulevard, Congo Town
 - b. For submission of bids:
Tender Box, Ground Floor, opposite the elevator – Central Office MOH, Tubman Boulevard Congo Town
 - c. For Opening of the Bids:
Ground floor, Procurement Unit Room 142, Central Office MOH, Tubman Boulevard, Congo Town

The address referred to above is:

Attention: Director of Procurement
MINISTRY OF HEALTH
Provision of 3PL Logistical Service
Ref: IFB No: MOH/CMS-SP/GF/NCB/001/2021/2022

Signed: _____
Procurement Director

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- | | |
|-----------------------------|--|
| 1. Introduction | <p>1.1 The Ministry of Health will select a firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.</p> <p>1.2 Firms are invited to submit a Technical Proposals and a Financial Proposals as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposals will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.</p> <p>1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.</p> <p>1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.</p> <p>1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.</p> |
| Conflict of Interest | <p>1.6 The GOL requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be</p> |

recruited, under any of the circumstances set forth below:

Conflicting activities

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Public Procurement and Concessions Commission (PPCC) throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair
Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and
Corruption**

1.7 The Consultants are required to adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Consultants should observe 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 selection process or in contract execution;

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

(iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the **Borrower**, designed to establish prices at artificial, noncompetitive levels;

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

1.8 The GOL/PE will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

**Origin of Goods
and Consulting
Services**

1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

(i) as a matter of law or official regulation, the law of Liberia prohibits commercial relations with that country; or

(ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the **Borrower**’s Country prohibits any imports of goods from that country or any payments to persons or entities in that country.

Only one

1.11 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not

Proposal		limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
Proposal Validity	1.12	The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
Eligibility of Sub-Consultants	1.13	In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.
2. Clarification and Amendment of RFP Documents	2.1	Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
	2.2	At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in

their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the **English language**.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the **RFP**. Material deficiencies in providing the information requested may result in **rejection of a Proposal**.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

(d) Documents to be issued by the Consultants as part of this assignment must be in **English language** and all

documents attached which are not originally in English
must be accompanied by an English translation.

**Technical
Proposal
Format and
Content**

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.

- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
 - (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

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- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
 - (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- Financial Proposals**
- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- Taxes**
- 6.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on nonresident
- 6.8 Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

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- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE THE time and date of the submission deadline indicated in the Data Sheet]**". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed

envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

5.2 The Bid Evaluation Panel (BEP) shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposals for QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality cost only (QCBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

**Public Opening
and Evaluation
of Financial
Proposals (only
for QCBS, FBS,
and LCS)**

- 5.4 After the technical evaluation is completed and the Procuring Entity (PE) is satisfied with the evaluation and has obtained necessary approvals where applicable (e.g. the no objection of a donor or lender), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and the PPCC.

5.6 The Bid Evaluation Panel (BEP) will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the BEP shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations	6.3	If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
Availability of Professional staff/experts	6.4	Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
Conclusion of the negotiations	6.5	Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
7. Award of Contract	7.1	After completing negotiations the Client shall award the Contract to the selected Consultant. The name of the selected Consultant may be published in the award of the Contract notice (<i>and in the Procurement Bulletin where applicable</i>), and promptly notify all Consultants who have submitted proposals.

After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

Section 2 (B)

Instructions to Consultants**DATA SHEET**

- (a) The following specific data for the consultant to be hired 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.

Paragraph Reference	Specific data complementing, supplementing or amending instructions to Bidders
B. 1.1	<p>Name of the Client: The Ministry of Health</p> <hr/> <p>Selection Method? of selection: Least Cost Selection Method (LCS)</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>But the Proposal shall be in separate and sealed envelopes (Technical and Financial)</p> <p>Name of the assignment is: Selection of Firm to Provide 3PL logistical Support to the Central Medical Store for the distribution of health commodities or medicines and medical supplies across the 15 Counties of Liberia with Funding from Global Fund</p>
1.3 C.	<p>A pre-proposal conference will be held: Yes: Pre-proposal Conference will be held on January 18th, 2021 @ 11:00 AM on the Second Floor Room 227Annex, Ministry of Health Congo Town, Liberia.</p> <p>The Client's representative is: Jacob L.N Wapoe Director of Procurement Ministry of Health Congo Town, Room#140 email: <u>proumohsw@gmail.com</u></p>

1.4	The Client will provide the following inputs: As may be requested by the Consultant and any other documents that may be required. Such shall include, facilities and their locations
1.6.1 (a)	The Client envisages the need for continuity for downstream work: yes
1.12	Proposals must remain valid 120 days after the submission date, i.e. until: July 9, 2021

2.1	<p>Clarifications may be requested not later than January 21, 2021 (7) days before the submission date.</p> <p>The address for requesting clarifications is: Jacob L.N Wapoe Director of Procurement Ministry of Health Congo Town, Room#140 email: proumohsw@gmail.com</p>
C. 3.1 C.	Proposals shall be submitted in English .
3.2 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: APPLICABLE. Why?
3.3 (b)	The available budget is: NOT APPLICABLE

3.4	The format of the Technical Proposal to be submitted is: (STP) Simplified Technical and financial Proposal in sealed and separate envelopes
3.5 (g)	Training is a specific component of this assignment: APPLICABLE. If training is a specific requirement, what is the selection method?
3.6	<p>List the applicable Reimbursable expenses in foreign and in local currency.</p> <p style="text-align: center;">NOT APPLICABLE</p>

3.7	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: No: the funding is tax exempted.																				
	The Client will pay such taxes on behalf of the Consultant: No.																				
3.8	Consultant to state local cost in the national currency: NO. Preferably United States Dollars																				
4.3	Consultant must submit the 1 original and 2 copies each of both Technical Proposal, and Financial Proposal.																				
4.5	<p>The Proposal submission address is: Attend. Jacob L.N Wapoe Director of Procurement Ministry of Health Congo Town, Room#140 email: <u>proumohsw@gmail.com</u></p> <p>Proposals must be submitted no later than the following date and time: February 4, 2021 at 14.00hour GMT.</p>																				
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of Simplified Technical Proposals are:</p> <p>1. Qualification requirements are as follows:</p> <table><tr><td>i.</td><td>Company profile</td></tr><tr><td>ii.</td><td>Current tax clearance/Business Registration</td></tr><tr><td>iii.</td><td>Ministry of Transport Vehicle Rental Certificate</td></tr><tr><td>iv.</td><td>Statement of proof of vehicle registration and Insurance</td></tr><tr><td>v.</td><td>Statement of how vehicles that broke down during the activities will be replaced</td></tr><tr><td>vi.</td><td>Proposal securing Declaration</td></tr></table> <table><tr><th colspan="2">Summary of Technical Proposal Evaluation Forms</th><th>Score Weight</th><th>Points Obtainable</th></tr><tr><td>1</td><td>Expertise of Firm / Organization (Past Performance specific to the assignment)</td><td>20%</td><td>20</td></tr></table>	i.	Company profile	ii.	Current tax clearance/Business Registration	iii.	Ministry of Transport Vehicle Rental Certificate	iv.	Statement of proof of vehicle registration and Insurance	v.	Statement of how vehicles that broke down during the activities will be replaced	vi.	Proposal securing Declaration	Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	1	Expertise of Firm / Organization (Past Performance specific to the assignment)	20%	20
i.	Company profile																				
ii.	Current tax clearance/Business Registration																				
iii.	Ministry of Transport Vehicle Rental Certificate																				
iv.	Statement of proof of vehicle registration and Insurance																				
v.	Statement of how vehicles that broke down during the activities will be replaced																				
vi.	Proposal securing Declaration																				
Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable																		
1	Expertise of Firm / Organization (Past Performance specific to the assignment)	20%	20																		

2	Proposed Approach/Methodology and Work plan specific to the assignment	60%	60
3	Key professional/ technical staffs for Assignment	20%	20
	Total		100

Technical Proposal form 1

Past performance and experience of the firm or organization relevant to the assignment: (refer to company profile Form TECH-2 for examples, similar assignments carried out by the organization)

No previous experience in similar assignments-----zero points

1–3yrs previous, similar assignments-----up to 10 points

4–5yrs previous, similar assignments-----up to 15 points

6 yrs or more previous, specific to the assignment -----up to 20 points

Total points for criterion (i): ----- 20 points

Technical Proposal form 2

{Strategy and technical approach of the proposed methodology for responding to the Terms of Reference}

- Contractor's understanding of the assignment0—5
 - Proposal submitted adequately addressed the required issues, and important aspects of the assignment are separately addressed in sufficient and logical details0--15 points
- Management plan**
- Conceptual framework adopted appropriate for the assignment and Scope of tasks well defined and corresponds to the TORs. ----- 0--15

Work plan

- Is the presentation clear; are the sequence of activities and planning logical, realistic and efficient to implement the project?.....0—15
- Proof of equipment and their qualities -----0--10

	<p>Total points for criterion (ii): ----- 60 points</p> <p>Technical Proposal form - 3</p> <p>Key professional staff (20 points)</p> <p>1. Lead Consultant Team Leader (MSc. in logistics or supply chain management) or its equivalent professional qualification with a minimum of eight years post qualification experience on similar assignment. ----- 0---10points</p> <p>2. Logistics Supervisor: professional Certification (Bsc) or Logistics or Supply Chain Management professional qualification with a minimum of (5) years' experience of which (3) should have been on the logistics or transportation management and verification exercises of Donor (Bilateral /Multilateral) funded project. Experience: The supervisor must have Minimum 3 years of relevant work experience as indicated above ----- 0---5 points</p> <p>3. Drivers: High School Graduate or must be able to read and write with minimum 5yrs experience of working in rural Liberia on similar assignment or in the region similar to Liberia. Credentials and experience adequate for the assignment0 – 5 Points</p> <p>Total points for criterion (iii): [20 points]</p> <p>Total points for all 3 criteria: [100 points]</p> <p>i. The minimum technical score required to pass is: 70 pts.</p>
5.6	<p>The single currency for price conversions is: US Dollars</p> <p>The source of official selling rates is: the Central Bank of Liberia</p> <p>The date of exchange rates is: the prevailing rate at the time of transaction</p>
5.7	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score; F_m is the lowest price and F the price of the proposal under consideration. – not applicable as the least cost will be used.</p> <p>The weight given to the Technical Proposals is: $T = 0.7$</p>

6.1	Expected date and address for contract negotiations: February 23, 2021, at the Ministry of Health Conference Room 237.
7.2	Expected date for commencement of consulting services is: March 30, 2021 to March 30, 2020.

Section 3

Annex 4

Technical Proposal - Standard Forms

(Provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted)

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A Consultant's Organization

B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A On the Terms of Reference

B On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant] (Delete in case no association is foreseen or allowed under the Project).

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires submitting a Technical Proposal only, replace this sentence with: “We are hereby submitting our Proposal, which includes this Technical Proposal only.”]
[Delete in case no association is foreseen.]

FORM TECH-2 CONSULTANT’S ORGANIZATION AND EXPERIENCE

A - Consultant’s Organization

Provide here a brief (two pages) description of the background and organization of your firm/entity and if applicable each associate for this assignment.

B - Consultant's Experience

Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract amount to be shown in (indicate the currency to be provided e.g. US\$ or Euro):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):

Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED
BY THE CLIENT**

A - On the Terms of Reference

Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.

B - On Counterpart Staff and Facilities

Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Organization and Staffing,

- a) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staffs have been involved, indicate the following information for those</i></p>
---	---

<p><i>[List all tasks to be performed under this assignment]</i></p>	<p><i>assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.6 Of Section 2. Such Forms are to be used whichever is the selection method indicated in Para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under Para. 6.3 of Section 2.]

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Reimbursable expenses

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
- 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2 SUMMARY OF COSTS

<i>Item</i>	Costs	
	<i>[Indicate Foreign Currency # 1]</i> ¹	<i>[Indicate Local Currency]</i>
Total Costs of Financial Proposal ²		

1 Indicate between brackets the name of the foreign currency.

2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):² _____ _____	Description: _____ _____	
<i>Cost component</i>	Costs	
	<i>[Indicate Foreign Currency # 1]</i>	<i>[Indicate Local Currency]</i>
Remuneration		
Reimbursable Expenses		
Subtotals		

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Short description of the activities whose cost breakdown is provided in this Form.

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

Group of Activities (Phase): _____							
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff- months)	[Indicate Foreign Currency # 1] ⁶	[Indicate Foreign Currency # 2] ⁶	[Indicate Foreign Currency # 3] ⁶	[Indicate Local Currency] ⁶
Foreign Staff							
		[Home]					
		[Field]					
Local Staff							
		[Home]					
		[Field]					

Total Costs							

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

D. FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES¹

Group of Activities (Phase): _____								
N o	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency # 1] ⁴	[Indicate Foreign Currency # 2] ⁴	[Indicate Foreign Currency # 3] ⁴	[Indicate Local Currency] ⁴
	Per diem allowances	Day						
	International flights ⁵	Trip						
	Miscellaneous travel	Trip						
	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]							
	Drafting, reproduction of							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical							
	Training of the Client's personnel ⁶							
Total Costs								

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. $\text{Cost} = \text{Unit Cost} \times \text{Quantity}$.
- 5 Indicate route of each flight, and if the trip is one-s or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR

TERMS OF REFERENCE

Ministry of Health

Scope of work for Distribution of Drugs to Health Facilities and Counties Depots Across Liberia 15 Counties

Background

The Ministry of Health have been working with its partner (USAID/Chemonics) to do drugs distribution across the Country for the past four years. However, the USAID which was its key partner towards this process has informed the MOH that it will be turning over the operations for that distribution beginning March 30, 2021 to the Government of Liberia. The Ministry's other partner the Global Fund (TGF) who has been providing funding to the fight against diseases such as; Malaria, TB and HIV has agreed for the MOH to make as part of that operation, funding to hiring a firm to do the distribution (haulage) process for the next three years 2021 to 2023. TGF is a major investor in the health sector in Liberia and will be taking over the responsibility involving medicines and other health products delivery in support to the Ministry of Health (MOH) in Liberia. TGF has informed the MOH to identify potential supply chain partner for a role of 3PL for the provision of long haul and last mile transport services of medicines and health supplies across the country in support to the Ministry of Health of Liberia.

The country is divided into 15 political subdivisions called counties and five regions. These counties are further subdivided into 93 health districts. More than half of the population lives in urban areas, with approximately one third living in Montserrado County.

Liberia has over 700 health facilities across 15 counties, of which Montserrado county has more than 130 health facilities alone. Liberia has Central Medicine Store (CMS) situated on the outskirts of the capital city Monrovia in upper Caldwell which is part of Montserrado County, that supplies medicines in rest of the 14 counties.

To date, USAID, through a sub-contractor Chemonics, handled the long-haul transportation from CMS to 13 counties depots, and direct delivery to health facilities in Montserrado and Margibi county. However, for the grant year 2021- 2023, TGF agreed with USAID to take over last mile delivery for Montserrado and Margibi as well as long haul deliveries. The contribution is part of the Global Fund's investments in the country's health initiatives for the upcoming funding cycle.

In this context, the Ministry is looking for a supply chain partnership (long hauling company) to provide transport services for medicines and other health products across the country. The products are managed by the MOH who manages the programmatic aspects of the project, including coordinating the "upstream" supply and programming needs for 'downstream' deliveries at the hospital/health center level.

The quantities, volumes as well as type and value of the country's medicines and other health products are not available. Therefore, the technical offer should only be based on assumption

of quarterly deliveries of medicines and health supplies using estimated rates of 5-10-20 Matrix Tons trucks per number of rotations for potential transport optimization.

SERVICE DESCRIPTION

A request for services for ‘downstream’ management of the country’s health supply chain includes the delivery of medicines and other health products across the country. The delivery will include:

1. Long Haul transport service (including loading and unloading) of medicines and health supplies from the central storage facilities (CMS) to 13 County Depots (exclude Margibi and Montserrado);
2. Long Haul transport service (including loading and unloading) of medicines and health supplies from the central storage facilities (CMS) to the 36 Hospitals (Public and FBO) across the country;
3. Last Mile delivery service (including loading and unloading) to 143 health facilities (HFs) and hospitals in Margibi and Montserrado, the capital city.

This is a large-scale national operation in line with major global initiatives such as "The Grand Bargain," "Delivering as One" and the SDG 17 Partnership for the Goals.

The service will be funded through the Global Fund’s funding mechanism to Fight AIDS, Tuberculosis and Malaria (GFATM) in Liberia on behalf of the Ministry of Health.

A Service Level Agreement (SLA) will be signed with the MOH to establish a framework for logistical cooperation between MOH and the successful firm and will serve as a framework for formalizing support for Liberia's 2021-2023 health initiatives financed by the Global Fund.

IMPLEMENTATION OF SERVICE

In order to avoid any disruption in the country’s health supply chain during the transition at the start of the new grant cycle: the MOH will work with Chemonics/USAID with two-phase approach to the implementation of the service:

During the first phase, the CMS would deploy a supply chain personal as early as February 1st to work side by side with the current service provider (Chemonics) and the MOH team responsible for the management of the medicines and other health products, to ensure uninterrupted deliveries of products. The objective is to analyze the operational structure and processes currently in place to ensure a smooth transition:

- Assessment of the current operational plan;
- Plan for optimization of transport/delivery networks for the distribution of medicines and other health products in 2021-23;
- Establish a mechanism for coordination of "downstream" supply chain;
- Prepare an in-depth risk assessment and risk mitigation plan.

Below is the scope of the first phase of implementation as will be expected:

1. During Phase 1, the CMS will be working closely with the current service provider (Chemonics), in coordination with TGF, on the development of the Phase 2 Operational Plan (delivery network) for 2021-23;
2. Current service provider (Chemonics) and the MOH/CMS will continue to assume responsibility of managing medicines and other health products' delivery until 31 March 2021 while the successful firm will be working on the preparations for the take over and the responsibilities in coordination with the MOH and the Global Fund to help with the transition.

During the second phase, the firm will be fully operational to take complete responsibility of the deliveries of the country's medicines and other health products from the central storage facilities (CMS) and the delivery of these commodities to the final destination points: county depots, hospitals and health facilities across the country.

The deliveries of the cargo to counties will be organized on a quarterly basis according to the schedule and the list of county depots to be provided by MoH. Long Haul Transportation (Hospitals) - From central warehouse to 36 hospitals

The firm will be responsible for offloading products for transporting to hospitals. The delivery of the cargo to the final delivery points, i.e. the hospitals will be organized on a quarterly basis according to the schedule and the list of hospital locations to be provided by the Ministry of Health. Last Mile Deliveries – From central warehouse to health facilities in Margibi and Montserrat counties

Depending on the allocation of medicines and health supplies per clinic (health facility), the firm will have to use adequate capacity of trucks to serve several health facilities per rotation. If the roads prove difficult, the products will be transported by smaller trucks, 4X4 vehicles, and any means of transport deemed adequate and safe.

Knowledge and assessment of roads at the county/local level will be important factors in the design of viable delivery schedules. In addition, in cases where roads become too difficult to reach health facilities with a motor vehicle, local knowledge should be used to ensure final deliveries.

The firm will deliver medicines and other health products to all 130 health facilities in Margibi and Montserrat on a quarterly basis. However, precise timetables will be proposed as soon as the full assessment of the list of quantities and volumes of products are provided. Field assessments may be required when conditions to reach remote communities are difficult.

In addition, the firm must hire drivers who will have in-depth knowledge of the local environment and relevant driving routes.

Our Scenario:

Long Haul Delivery to 13 County Depots:

There is one depot in each county for a total of 13 depots

- For Bong, Lofa and Nimba: Two (2) loads of 20 matrices tons' truck will be used for two trips per quarter; A total of 8 trips to three (3) countries with a total of 24 trips per year.
- For Grand Bassa: One (1) load of 20 matrices tons' truck will be used for one trip per quarter. A total of 4 trip per year of a 20 matrices tons truck will be used to Grand Bassa.
- For rest of the counties, Bomi, Gbarpolu, Grand Cape Mount, Grand Gedeh, Grand Kru, Maryland, Rivercess, River Gee, Sinoe: One (1) load of 10 matrices tons truck will be used for one trip to each county per year. A total of 9 trips per quarter or 36 trips per year will be used to nine counties.

Long Haul Delivery to 36 Hospitals:

- There are 36 targeted hospitals, 1 each in 9 counties, 11 in Montserrado and 2 to 5 in the rest
- It is estimated that each hospital will require (1) trip per quarter, leading to 36 trips per quarter or 144 trips per year.

Last Mile Delivery to 130 Health Clinics:

- There are 130 targeted clinics, 33 in Margibi and 97 in Montserrado.
- As per scenario 1, it is estimated that one (1) truck will be used for each destination per quarter for each health clinic in Montserrado and Margibi.
- A total of 130 trips per quarter and 520 trips per year will be used to at least 130 health clinics in Margibi and Montserrado.

However; we will like for all firms to use the matrix or tables below in drafting the financial cost. All firms will be responsible to repair and maintenance their vehicle at their cost.

COSTING PARAMETER:

a. CMS to 36 Hospitals

County	# of trucks	# of trips	Truck capacity required
Bomi and Cape Mount: Same truck to the two hospitals but truck bucket will be divided into two	1	1	10 tons
Lofa	1	1	10 tons
Gbarpolu	1	1	10 tons
Nimba One truck one trip	1	1	10 tons
Grand Gedeh, River Gee, Maryland: Same truck to the three hospitals but truck bucket will be divided into three compartment	1	1	20 tons
Grand Kru, Sinoe: Same truck to the two hospitals but truck bucket will be divided into two compartment	1	1	10 tons
Grand Bassa, River Cess: Same truck to the two hospitals but truck bucket will be divided into two compartment	1	1	10 tons
Margibi, Bong Same truck to the two hospitals but truck bucket will be divided into two compartme	1	1	10 tons

Montserrado	4 trucks	1	20 tons

b. CMS to 13 Counties Depots

County	# of trucks	# of trips	Truck capacity required
Bomi	1	1	10 tons
Lofa	2	2	20 tons
Gbarpolu	1	1	10 tons
Nimba	2	2	20 tons
Grand Gedeh	1	1	10 tons
Grand Kru	1	1	10 tons
Grand Bassa	1	1	20 tons
Bong	2	2	20 tons
River Cess	1	1	10 tons
Grand Cape Mount	1	1	10 tons
River Gee	1	1	10 tons
Maryland	1	1	10 tons
Sinoe	1	1	10 tons

a. CMS to Montserrado and Margibi doing Last Mile Distribution

County	# of trucks	# of trips	Truck capacity required
Montserrado and Margibi	4	4	10 tons
Montserrado Last Miles Distribution (114 facilities)	7	7	SUV
Margibi last Miles Distribution (29 Facilities)	7	7	SUV

Note: Contract will be for one year but with option to renew based on performance and the Public Procurement and Concession Commission (PPCC) no objection.

Also that; vehicles must be road worthy to with stand the bad road conditions in Liberia especially during the rainy season. The must be condition to speedily replaced broken down vehicles in the field. Company must have vehicles that can handle medication that may need refrigeration at sitting temperature levels.

Documents to be submitted at the end of each quarter

- The selected firm will have to submit a comprehensive report on deliveries to counties, hospitals and health facilities: a consolidated data spreadsheet will be submitted to CMS/MOH as proof of delivery by firm. Note: If a health facility is unable to issue a GRN note, the firm must have a waybill suitable for such operation which will be signed and stamped by the clinic (if stamps are available) as proof of delivery (to be confirmed with MOH/Global Fund).
- Quarterly/annual project and financial reports as well as all other relevant reports according to MOH and Global Fund requirements.

Technical and financial proposal must be in sealed and separate envelopes.

Duration:

This assignment is expected to start by March 30, 2021 and completed over a 12 months period.

ANNEX III. Small Assignments – Lump Sum Payments



CONTRACT FOR SERVICES

To be modified after negotiation

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the reports listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

- 2. Term** The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

- 3. Payment**
 - A. Threshold

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert threshold amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant’s remuneration as defined in sub-paragraph B below

and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent¹ (~~or~~ per day spent ~~or~~ per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates.”

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client’s coordinator;
- (ii) such other expenses as approved in advance by the Client’s coordinator.²

D. Payment Conditions

Payment shall be made in *[specify currency]* not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

**4. Project
Administration**

A. Coordinator

The Client designates Mr./Mms. *[insert name]* as Client’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant’s employees providing services under

¹ Select the applicable rate and delete the others.

² Specific expenses can be added as an item (iii) in paragraph 3.C.

this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

- | | |
|--|---|
| 5. Performance Standard | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory. |
| 6. Confidentiality | The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. |
| 7. Ownership of Material | Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software. ³ |
| 8. Consultant Not to be Engaged in Certain Activities | The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services. |
| 9. Insurance | The Consultant will be responsible for taking out any appropriate insurance coverage. |
| 10. Assignment | The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent. |
| 11. Law Governing Contract | The Contract shall be governed by the laws of <i>the Republic of Liberia</i> , and the language of the Contract shall be English. |

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.

**and
Language**

- 12. Dispute Resolution⁵** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Republic of Liberia.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time
- (b) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of Liberia.
- (i) “Local Currency” means the currency of the Client’s country.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (k) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

- (m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (o) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (p) “In writing” means communicated in written form with proof of receipt.

**1.2 Law
Governing
Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Liberia or elsewhere, as the Client may approve.

**1.6 Authority of
Member in
Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**1.7 Authorized
Representa-
tives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

- 1.8 Taxes and Duties** The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
- 1.9 Fraud and Corruption** Consultants are required to observe the highest standard of ethics during the procurement and execution of contracts and all public funded contracts. In pursuit of this policy, Consultants should observe the terms set forth below as follows:
- 1.9.2 Measures to be taken**
- (a) 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 were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the **Borrower** having taken timely and appropriate action satisfactory to the **Bank** to remedy the situation;
 - (b) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract.
- 1.9.3 Commissions and Fees**
- (c) will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

The date the Contract comes into effect is defined as the Effective Date.

- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

- 2.6.2 *By the Consultant*** The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- 2.6.3 *Payment upon Termination*** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

- 3.1.1 *Standard of Performance*** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

- 3.2 Conflict of Interests** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-

**by the
Consultant**

Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the if so required by the Client [or the funding source e.g. the World Bank if this is applicable] the Bank as the case may be.

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key

Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all

disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute
Resolution
E.**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	The Republic of Liberia The Employer: The Ministry of Health
{1.1(b)}	
1.3	The language/s is English
1.4	The addresses are: Client: <u>Ministry of Health</u> Attention: Jacob L.N. Wapoe Director of Procurement Ministry of Health Congo Town, Room#140 email: <u>proumohsw@gmail.com</u> Consultant: _____ _____ Attention: _____ Facsimile: _____ E-mail: _____

{1.6}	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: Norwu G. Howard Deputy Minister for Administration Ministry of Health Congo Town</p> <p>For the Consultant: _____</p>
1.8	<p><i>Note: The Procuring Entity must consult the Ministry of Finance on whether the Consultant (i) should be exempted from any direct taxes, duties or such levies, or (ii) should be reimbursed by the Client for any such levies they might have to pay (or that the Client would pay such levies on behalf of the Consultant and the Personnel).</i></p> <p><i>The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the Client wishes to apply.</i></p> <p>The Client warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the Client shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;</p>

	<p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Republic of Liberia by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Republic of Liberia), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Republic of Liberia, provided that: NOT APPLICABLE</p>
	<p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Republic of Liberia in importing property into the Republic of Liberia and</p> <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Republic of Liberia upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Republic of Liberia, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Republic of Liberia.</p>
{2.1}	The Effective Date is March 30, 2021
2.2	The date for the commencement of Services is March 30, 2021
2.3	The time period shall be no more than twelve (12) months
{3.7 (b)}	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
6.2(a)	The amount in foreign currency or currencies is United Sate Dollars

8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"><li data-bbox="400 315 1401 479">1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:<ol style="list-style-type: none"><li data-bbox="475 508 1401 1133">(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
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	<p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties</i>] or of the Republic of Liberia. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any Members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in the Republic of Liberia</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: *List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.*

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Note: *List under:*

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's country, and estimated staff-months for each.
- C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's country.
- C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.
- C-4 Same information as C-1 for Key local Personnel.

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Note: List here the services and facilities to make available to the Consultant by the Client.

APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.4 and Clause SC 6.4.

Bank Guarantee for Advance Payment –NOT APPLICABLE

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

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Signature

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

ANNEX C

Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in currency)	Time spent (number of month/day/hour)	Total (currency)
(a)	Team Leader			
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables⁶

	Rate	Days	Total
(a) International Travel			
(b) Local Transportation			
(c) Per Diem			
			Sub-total (2)

⁶ To include expenses for international travel, local transportation, per diem, communications, reporting costs, visas, inoculations, routine medical examinations, portage fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes housing and _____ expenses).

TOTAL COST _____

Physical Contingency⁷ _____

CONTRACT CEILING _____

⁷ From 0 to 15 percent of total cost; use of contingency requires prior approval of the Client.

Annex III.**PERFORMANCE SECURITY FORM-NOT APPLICABLE**

To:

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. dated, to execute Services

(hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The guarantee shall be valid until a date 30 days from the date of issue of a satisfactory certificate of inspection and testing by the procuring UN entity.

F. SIGNATURE AND SEAL OF THE GUARANTOR

Date.....

Name of Bank.....

Address.....

Proposal -Securing Declaration

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

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

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

To: *[complete name of 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]*

RFP-Provision of 3PL support to the CMS

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]

