

REPUBLIC OF LIBERIA
NATIONAL ELECTIONS COMMISSION



International Competitive Bidding

BID DOCUMENT

For the

**Supply and Delivery of
STATIONERY & SUPPLIES FOR
THE 2014 SPECIAL SENATORIAL
ELECTION**

IFBNo.NEC/SSE/ICB/001/2013/2014

**National Elections Commission
9TH & 10TH Sinkor, Tubman Boulevard
P.O. Box 2044
REPUBLIC OF LIBERIA**

July 10, 2014

**INVITATION TO BID
FOR THE SUPPLY AND DELIVERY OF STATIONERY & SUPPLIES FOR THE 2014
SPECIAL SENATORIAL ELECTIONS
IFB No.NEC/SSE/ICB/001/2013/2014**

1. The Government of Liberia (GOL), through the National Elections Commission (NEC) anticipates funding from the Fiscal Year 2013/2014 National budget in Preparation for the 2014 Special Senatorial Elections and intends to apply part of the sum to payment for the Supply and Delivery of Stationery & Supplies, particularly described as follows:

**LIBERIA NATIONAL ELECTIONS COMMISSION
SENATORIAL ELECTION MATERIALS INFORMATION**

Lot	Item	Type	Quantity	Expiration Date	Delivery Date
1	Pre-Packed Polling & Counting Kits	Kits for Senatorial Election	5000	Six Months after delivery	As per contract
2	Bulk Items for Training	Training	As indicated in the Bidding Documents	Six Months after delivery	As per contract
3	Bulk Items for Election	Election	As indicated in the Bidding Documents	Six Months after delivery	As per contract
4	Voting Precinct Materials	Election	As indicated in the Bidding Documents	Six Months after delivery	As per contract
5	Polling Forms	Election	As indicated in the Bidding Documents	Six Months after delivery	As per contract

2. The NEC now invites bids for the supply of said materials under the project.
3. Qualification information includes:

- a. The ability to fully and completely deliver the required goods, subject to the contract, not later than ten (10) calendar days from its receipt of the Notice to Proceed (NTP).
- b. A reference list, of at least five (5), for verification of the completion of a contract of similar nature and complexity during the past six (6) years.
- c. A registered Business in the country from which it operates, including the profile of the company,
- d. An evidence of tax payment clearance.
- e. Provision of audited financial reports of the firm for the past year (2013).
- f. The ability to provide sample of the materials as detail listed above and in the bidding documents. This should be furnished with the bids submitted on or before the deadline for submission: Thursday, August 21, 2014.

Additional qualification information is available in the Bidding Documents, particularly, in Section 11 (Instructions to Bidders).

4. Bidding will be conducted through open International Competitive Bidding (ICB) procedures specified in the Public Procurement and Concessions Act and Regulations of 2010 and approved by the Public Procurement and Concessions Commission of the Republic of Liberia, and it is open to all bidders from Eligible Source Countries as defined in the Act.
5. Interested eligible bidders may obtain further information from the National Elections Commission and inspect the Bidding Documents at the address given below from 9:30 A. M to 4:30 P.M, Monday to Fridays, except holidays:

The Procurement Unit
National Elections Commission-Liberia
9th and 10th Streets, Sinkor
P.O. Box 2044
Email: magbe@yahoo.com
Website: www.necliberia.org

6. Interested Eligible Bidders may obtain a complete set of Bidding Documents starting July 10, 2014 from the address above. It may also be downloaded free of charge from the Website of the National Elections Commission (www.necliberia.org), the Public Procurement and Concessions Commission (www.ppcc.gov.lr)
7. The National Elections Commission Procurement Unit can be contacted for any clarification or additional information relating to the bidding process and this shall be open only to all interested parties who have downloaded the Bidding Documents. Bidders can use the following email address: rnagbe@yahoo.com
8. Bids must be delivered along with one (1) complete set of sample kit to the National Elections Commission, Procurement Unit Room Number 73, Ground Floor, on or before Thursday, August 21, 2014 at 1:00 P.M. All Bids must be accompanied by a bid security as indicated in BID Data Sheet (BDS) in the form of a bank guarantee from a reputable bank in Liberia or a bank abroad that has a subsidiary branch in Liberia. Bids shall be valid for a period of 60 days after the deadline for submission. Late bids shall not be accepted.
9. Bid opening shall be held in the presence of the Bidders' representatives, immediately at 1:00 PM on Thursday, August 21, 2014 in the Conference Hall of the National Elections Commission between 9th and 10th streets, Sinkor, Monrovia, Liberia.
10. The National Elections Commission reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

Commissioner Jonathon K. Weedor
Chairman Procurement Committee

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Government of the Republic of Liberia intends to apply a portion of the public funds to fund eligible payments under the contract for which these Bidding Documents are issued.
- 3. Fraud and Corruption**
 - 3.1 The GOL requires that bidders, suppliers, contractors, and consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the GOL:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process

or the execution of a contract;

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

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

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

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

4. Eligible Bidders

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

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

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

(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3 A Bidder that is under a declaration of ineligibility by the GOL in accordance with ITB Clause 3, at the date of contract award,

shall be disqualified.

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

B. Contents of Bidding Documents

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

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

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

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 7. Clarification of Bidding Documents**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.
- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2
- C. Preparation of Bids**
- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another

language provided they are accompanied by an accurate translation of the relevant passages into English and for purposes of interpretation of the Bid, the English such translation shall govern.

- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (h) any other document **required in the BDS**.
- 12. Bid Submission Form and Price Schedules**
- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms
- 13. Alternative Bids**
- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the

Price Schedules.

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

from the named place of destination to their final destination (Project Site) specified in the **BDS**;

- (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside the Republic of Liberia already imported:

[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Liberian sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.
- 15. Currencies of Bid**
- 15.1 The Bidder shall quote in the currency of the Republic of Liberia the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the **BDS**.
- 15.2 The Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Republic of Liberia.
- 16. Documents Establishing the Eligibility of the Bidder**
- 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- 17. Documents Establishing the Eligibility of the Goods and Related Services**
- 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 18. Documents**
- 18.1 To establish the conformity of the Goods and Related Services to

Establishing the Conformity of the Goods and Related Services

the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.

- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19. Documents Establishing the Qualifications of the Bidder

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Republic of Liberia;
 - (b) that, if **required in the BDS**, in case of a Bidder not doing business within Liberia, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;

and

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

**20. Period of
Validity of Bids**

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

21. Bid Security

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

- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;
- 21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.
- 21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a Performance Security in accordance with ITB Clause 44.
- 21.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

22. Format and Signing of Bid

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

indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

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

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

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

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

- 23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

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

24. Deadline for Submission of Bids

- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as

extended.

- 25. Late Bids**
- 25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
- 26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- 27. Bid Opening**
- 27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 23.1, shall be as **specified in the BDS**.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes

- marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

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

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

31. Nonconformities, Errors, and Omissions

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

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

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

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

32. Preliminary Examination of Bids

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

32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.
- 33. Examination of Terms and Conditions; Technical Evaluation**
- 33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.
- 35. Domestic Preference**
- 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- 36. Evaluation of Bids**
- 36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
 - (d) adjustments due to the application of the evaluation criteria

specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.

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

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

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

36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

37. Comparison of Bids

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

38. Postqualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the

documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**39. Purchaser's
Right to Accept
Any Bid, and to
Reject Any or
All Bids**

39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Criteria

40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**41. Purchaser's
Right to Vary
Quantities at
Time of Award**

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**42. Notification of
Award**

42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

42.3 The Purchaser shall publish in publications approved by the Public Procurement and Concessions Commission (PPCC) the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request

in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

43. Signing of Contract

43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

44. Performance Security

44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <i>NATIONAL ELECTIONS COMMISSION-LIBERIA</i>
ITB 1.1	<p>The name and identification number of the ICB are: <i>IFBNO.NEC/SSE/ICB/001/2013/2014</i></p> <p>The number, identification and names of the lots comprising this ICB are: Lot 1. Pre-Packed Polling & Counting Kits Lot 2. Bulk Items for Training Lot 3. Bulk Items for Election Lot 4. Voting Precinct Materials Lot 5. Polling Forms</p>
ITB 2.1	The Purchaser is: the National Elections Commission-Liberia
ITB 2.1	The name of the Project is: <i>Supply and Delivery of Stationery & Supplies for the Special Senatorial Election.</i>
ITB 4.3	A list of firms debarred from participating in dealing with GOL is available at www.ppcc.gov.lr
	B. Contents of Bidding Documents

ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: The Procurement Unit National Elections Commission 9TH & 10TH Streets Sinkor Ground Floor Room Number 73 P.O. Box 2044 1000 Monrovia, 10 Liberia Telephone: +231886603336 E- mail addresses: rnagbe@yahoo.com
C. Preparation of Bids	
ITB 10.1	The language of the bid is <i>English</i> .
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its bid: <i>Experience Reference Information</i> <i>Quality Assurance Information</i> <i>Delivery Time</i> <i>Price, etc.</i>
ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The Incoterms edition is: " <i>Incoterms 2010</i> ".
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: <i>Robert International Airport, Margibi, Liberia</i>
ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	"Final destination (Project Site)": <i>National Elections Commission, Head Office, 9TH & 10TH Streets Sinkor, Monrovia, Liberia</i>
ITB 14.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Republic of Liberia shall be quoted: <i>DAP</i>
ITB 14.7	The prices quoted by the Bidder <i>shall not</i> be adjustable.
ITB 14.8	Prices quoted shall be 100% the price for all of the items listed in the requirements of the Bidding document.

ITB 15.1	The Bidder <i>is</i> required to quote in the currency of the Republic of Liberia the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>Not Applicable</i> .
ITB 19.1 (a)	Manufacturer's authorization is not required .
ITB 19.1 (b)	After sales service is: <i>not required</i> .
ITB 20.1	The bid validity period shall be 60 days.
ITB 21.1	Bid shall include a Bid Security issued by a reputable bank included in Section IV Bidding Forms.
ITB 21.2	The amount of the Bid Security for each lot shall be 2% of the quoted bid price in United States Dollars issued from a reputable bank in Liberia or a bank having a subsidiary branch in the Republic of Liberia.
ITB 22.1	In addition to the original of the bid, the number of copies is: <i>three (3) duplicate copies</i> .
D. Submission and Opening of Bids	
ITB 23.1	Bidders <i>shall not</i> have the option of submitting their bids electronically.
ITB 23.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <i>Not Applicable</i>
ITB 23.2 I	The inner and outer envelopes shall bear the following additional identification marks: <p style="text-align: center;">Bid for the Supply and Delivery of Stationery & Supplies for the Special Senatorial Election IFB No. NEC/SSE/ICB/001/2013/2014 National Elections Commission-Liberia 9th and 10th Streets Sinkor P.O. Box 2044 Monrovia, Liberia</p>
ITB 24.1	For bid submission purposes, the Purchaser's address is: Attention: The Procurement Unit <i>National Elections Commission</i>

	<p>9TH & 10TH Streets Sinkor, Monrovia, Liberia</p> <p>Ground Floor Room Number 73</p> <p>Monrovia</p> <p>ZIP Code: P. O. Box 2044</p> <p>Country: <i>Republic of Liberia</i></p> <p>The deadline for the submission of bids is: August 21, 2014</p> <p>Date: Thursday, August 21, 2014</p> <p>Time: 1:00 p.m.</p>
ITB 27.1	<p>The bid opening shall take place in:</p> <p>Conference Room</p> <p>National Elections Commission</p> <p>9TH & 10TH Streets Sinkor</p> <p>Ground Floor Room Number 50</p> <p>Monrovia, Liberia</p> <p>Date: August 21, 2014</p> <p>Time: 1:00 p.m.</p>
ITB 27.1	<p>If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <i>Not Applicable</i></p>
	E. Evaluation and Comparison of Bids
ITB 34.1	<p>Bid prices expressed in different currencies shall be converted in: <i>United States Dollars</i></p> <p>The source of exchange rate shall be: <i>The Central Bank of Liberia Exchange Rate</i></p> <p>The date for the exchange rate shall be: The Date of Bid Opening</p>
ITB 35.1	<p>Domestic preference <i>shall not</i> be a bid evaluation factor.</p>
ITB 36.3(a)	<p>Evaluation will be done for <i>each item and the Contract will comprise the item(s) requested and awarded to the successful Bidder.</i></p>

ITB 36.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>Deviation in Delivery schedule</p> <p>Deviation in payment schedule</p> <p>Sub-standard quality and non-durability of the materials supplied</p>
ITB 36.6	<p>Bidders <i>shall</i> be allowed to quote separate prices for one or more lots. APPLICABLE.</p>
	<p>F. Award of Contract</p>
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: <i>Seven (7) percent</i></p> <p>The maximum percentage by which quantities may be decreased is: Five <i>(5) percent</i></p>

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

Contents

1. Domestic Preference (ITB 35.1)
2. Evaluation Criteria (ITB 36.3 (d))
3. Multiple Contracts (ITB 36.6)
4. Post qualification Requirements (ITB 38.2)

1. Domestic Preference (ITB 35.1)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Republic of Liberia for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

(a) **Group A:** Bids offering goods manufactured in the Republic of Liberia, for which (i) labor, raw materials, and components from within Liberia account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.

(b) **Group B:** All other bids offering Goods manufactured in the Republic of Liberia

I **Group C:** Bids offering Goods manufactured outside the Republic of Liberia that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, the lowest evaluated bid from Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group C, for the purpose of further comparison only an amount equal to fifteen (15) percent of the CIP (named place of destination) bid price. The lowest-evaluated bid determined from this last comparison shall be selected for the award.”

2. Evaluation Criteria (ITB 36.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)
- (b) Deviation in payment schedule. *[insert one of the following]*

(i) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

- (g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in BDS sub-clause 36.3 (d)

3. Multiple Contracts (ITB 36.6)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.8

- (b) take into account:

the lowest-evaluated bid for each lot and

the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

NOT APPLICABLE

4. Post qualification Requirements (ITB 38.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

(2000) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *ability to pre-finance the contract (i.e, financial statements)*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *pictorial of Technical workshop, pictorial of equipment to carry out the work.*

Section IV. Bidding Forms

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Bidder Information Form

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

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

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

Joint Venture Partner Information Form

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

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

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

Page _____ of _____ pages

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

Bid Submission Form

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*

The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

The discounts offered and the methodology for their application are:

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

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

Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 17 for the due performance of the Contract;

We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible under the laws or regulations of the Republic of Liberia.

The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule Forms

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

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

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

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

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

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

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

Price Schedule: Goods Manufactured in the Republic of Liberia

Purchaser's Country _____		(Group A and B bids)						Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
Currencies in accordance with ITB Sub-Clause 15									
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Republic of Liberia to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Republic of Liberia % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Republic of Liberia as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price	

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

Price and Completion Schedule – Related Services

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

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

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.] _____

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

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

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, 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]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

[signature(s)]

Section V. Eligible Countries

**All Countries are Eligible except those on the United Nations (UN)
Sanction Ban**

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

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4. Drawings.....	Error! Bookmark not defined.
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2000. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity Per Kit	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
Lot 1	Pre-Packed Polling & Counting Kits (5000 Kits)				<i>September 1, 2014</i>	<i>September 8, 2014</i>	
1	Cardboard box for packing of Polling Place materials	1	box	<i>National Elections Commission 9th Street, Sinkor, Monrovia, Liberia</i>	September 1, 2014	September 8, 2014	<i>[insert the number of days following the date of effectiveness the Contract]</i>
2	Permanent Ink Marker	2	pcs	"			
3	Pen (black)	1	box	"			
4	Polling Place Journal (Pad)	1	pcs	"			
5	Sticker for Polling Place Journal	1	pcs	"			

6	Calculator	1	pcs	"			
7	Barrier Tape	1	roll	"			
8	Garbage Bags	1	roll	"			
9	Brown Packing Tape	1	roll	"			
10	Scissors	1	pcs	"			
11	Seals for ballot box	20	pcs	"			
12	Rulers	1	pcs	"			
13	Lamp	1	pcs	"			
14	Batteries for Lamp	2	set	"			
15	Scotch Tape	1	pcs	"			
16	Thumbprint Pad	2	pad	"			
17	Absorbent Cloth	2	pcs	"			
18	Validating Stamp	1	pad	"			
19	Validating Stamp Pad	1	pad	"			
20	Tunics	6	pcs	"			
21	Indelible Ink	2	bottles	"			
22	Thin cord rope	1	roll	"			
23	ID Badge Holder	6	pcs	"			
24	Staff ID badges	6	pcs	"			
25	TEE 1	1	pcs	"			
26	TEE 2	1	pcs	"			
27	TEE 3	1	pcs	"			
28	Spoiled ballot paper envelope A4 (brown envelope)	1	pcs	"			
29	Discarded ballot paper envelope A4 (brown envelope)	1	pcs	"			
30	Ballot box sticker	2	pcs	"			
31	Checklist	1	pcs	"			

32	Card punch	2	pcs	"			
33	Counting Kit Bag	1	Bag	"			
34	Notepad	1	pcs	"			
35	Wet sponge for Counting	1	pcs	"			
36	Bulldog Clips (Small)	1	boxes	"			
37	Rubber Bands	1	bag	"			
38	Pen (Red)	2	pcs	"			
Lot 2	Bulk Items for Training						
Line Item No	Description of Goods	Bulk Quantity	Physical Units	Final (Project Site) Destination as specified BDS			
1	Sticker for Polling Place Journal	500	pcs	<i>National Elections Commission 9th Street, Sinkor, Monrovia, Liberia</i>			
2	Brown Packing Tape	500	pcs	"			
3	Scotch Tape	500	pcs	"			
4	Indelible Ink	500	bottles	"			
5	TEE 1	1,500	pcs	"			
6	TEE 2	1,500	pcs	"			
7	TEE 3	1,500	pcs	"			
8	Spoiled ballot paper envelope A4 (brown envelope)	1,500	pcs	"			
9	Discarded ballot paper envelope A4 (brown envelope)	1,500	pcs	"			
10	Senate Ballot box sticker	1,000	pcs	"			
11	Checklist	500	pcs	"			

12	Validating Stamp	500	pcs	"			
13	Brown A4 envelope for packing of complaint forms	500	pcs	"			
14	Brown A3 envelope for packing of training forms	500	pcs	"			
15	Flipchart paper for training	100	pcs	"			
16	Card punch	500	pcs	"			
17	Staff ID badges	1,000	pcs	"			
18	Tunics	1,000	pcs	"			
Lot 3	Bulk Items for Elections						
Line Item No	Description of Goods	Bulk Quantity	Physical Units	Final (Project Site) Destination as specified BDS			
1	Brown A4 envelope for packing of polling place forms	5,000	pcs	<i>National Elections Commission 9th Street, Sinkor, Monrovia, Liberia</i>			
2	Brown A4 envelope for packing of complaint forms	5,000	pcs	"			
3	Metal seals	8,000	pcs	"			
4	Plastic Bags	5,000	bags	"			
5	Plastic Bags	5,000	bags	"			
6	String tie plastic transparent envelopes	2,500	pcs	"			
7	A5 paper printable stickers	5,000	pcs	"			

8	Metal seal cutters	2,000	pcs	"			
Lot 4	Voting Precinct Materials						
Line Item No	Description of Goods	Bulk Quantity	Physical Units	Final (Project Site) Destination as specified BDS			
1	Plastic Bags	2,000	bags	"			
2	Voting precinct banner	2,000	pcs	"			
3	Voting precinct right arrow	2,000	pcs	"			
4	Voting precinct left arrow	2,000	pcs	"			
5	Ropes	1,000	roll	"			
6	Tarpauline	1,000	pcs	"			
7	Voting precinct kit box (SMALL SIZE)	1,500	box	"			
Lot 5	Polling Forms						
Line Item No	Description of Goods	Bulk Quantity	Physical Units	Final (Project Site) Destination as specified BDS			
No.	Item	Physical Unit	Quantity				
1	Presiding officers worksheet (Special Senatorial Election)	BOOKLETS	125	<i>National Elections Commission 9th Street, Sinkor, Monrovia, Liberia</i>			
2	Material Transfer Form Before polling	booklets	125	"			

3	Material Transfer Form after counting	BOOKLETS	125	"			
4	Record of Seals form	Sheets	125	"			
5	Complaint Forms	sheets	25,000	"			
6	Oath of Office Forms	sheets	25,000	"			

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable

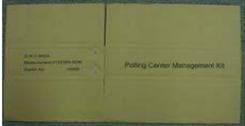
3. Technical Specifications

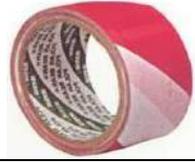
LIBERIA NATIONAL ELECTIONS COMMISSION SPECIAL SENATORIAL ELECTION MATERIALS SPECIFICATIONS 2014

Lot # 1: Pre-Packed Polling and Counting Kits

Number of kits assembled	5,000	Notes: Provide one (1) sample of complete kit
Contingency kits specified	0	Single units packing unless otherwise
Total number of kits	5,000	

Expiration dates at least 6 months after delivery

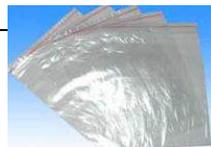
No.	ITEM	SPECIFICATIONS	Sample Pictures (ONLY for indicative purposes)	Budget total Quantity
1.	Cardboard box for packing of Polling Place materials	Sturdy carton for multiple shipping and handling, dimensions: L 35 x W 30 cm x H 35 cm for packing of below items, box must be labeled on two sides with words " SPECIAL ELECTION POLLING PLACE KIT "		5000
2.	Permanent Ink Marker	Permanent ink marker, black medium round tip, for any purpose		10,000
3.	Pen (black)	Good quality black ballpoint pen, medium tip, Must work satisfactorily in extreme hot/humid/damp conditions (to mark the ballot and for other administrative use in polling place). Box of 6 per kit. Size of the tip: 0.7		5,000
4.	Polling Place Journal (Pad)	A5, 50 lined sheets, sheets must be non-detachable and glued to booklet, not spiral (flat-packs). Sturdy paper cover (equal to 150 gram paper). To be used as polling journal. White color cover with white sheets.		5,000
5.	Sticker for Polling Place Journal	A6 (105x148), landscape preprinted white paper stickers. 80 grams. (Artwork to follow)		5,000
6.	Calculator	Medium size (Approx. 100mm x 150 mm) basic non-detachable dual-power calculator. To assist in calculations for the completions of		5,000

		forms and for counting. Dual power, solar and cell batteries, Long last cell battery (at least for 6 months on dual power)		
7.	Barrier Tape	Bicolor striped soft plastic barrier tape, 75mm x 100m (Crowd control tape), thickness approx. 30 microns		5,000
8.	Garbage Bags	Black- used for collection of rubbish and for covering materials from getting wet 60ltr, 1 roll to contain 5 bags . Bags must be strong, must not tear easily. Roll		5,000
9.	Brown Packing Tape	Brown packing tape, roll of 50mm x 30mm		5,000
10	Scissors	High quality, approx. 18cm stainless steel blades, plastic handles with rounded ends - any color		5,000
11	Seals for ballot box	30 cm long RED COLOR tough plastic pull tight sequentially numbered security seals, numbering of seals should start with SE100000 . Security seals not brittle.		100,000
12	Rulers	30cm long, transparent plastic		5,000
13	Lamp	Standing table (camping) lantern approx. 25 cm high, battery operated, water resistant and solid design. Equipped with LED light equal to approx. 60 watt. Must give enough light to illuminate large counting area (approx. 5x5 meters).For counting ballots after dark.		5,000
14	Batteries for Lamp	Sets of batteries, must fit in lamp above, long life (approx. 12 hours per set) - according to the lamp (item 13).1 set of 3 batteries. 2 sets per kit		10,000
15	Scotch Tape	Good quality adhesive tape. Roll tape 12mm x 30m. (Without dispenser)		5,000

16	Thumbprint Pad	Circular large round case pre-filled inkless pad with black ink for marking the ballot papers by voters. Non refill requirement; for approx. 500 voters to use each pad.		10,000
17	Absorbent Cloth	Absorbent cloths (50cm x 40cm) J cloth or similar to clean finger of voters before applying ink.		10,000
18	Validating Stamp	Durable wood or plastic stamp, 30mm round (artwork from NEC), handle and stamp to be one single piece (not glued together, artwork will be provided by the NEC).		5,000
19	Validating Stamp Pad	Standard blue ink pad (7mm x 100mm x 70mm) with enough ink for 1000 stamps. Must have a thick enough sponge so as to not over-wet the stamp.		5,000
20	Tunics	Thin synthetic cloth tunics, sleeveless, large size, blue color, lettering and NEC Logo in B&W color, used to identify Polling staff. (Artwork will follow)		30,000
21	Indelible Ink	80ml plastic bottle, useable for 600 voters; 25% silver nitrate, packed separately in zip lock bags, for dipping finger in bottle with cross cut sponge inside (no applicator).The top of the bottle to be sealed with non leakable seal.		10,000
22	Thin cord rope	Thin cord (20m long x approx. 2 mm diameter), light gauge used for any purpose. (to attach pen to the voting screen)		5,000
23	ID Badge Holder	Transparent ID badge holder, size 100mm x 70mm, with thread strap for hanging on the neck. 6 per Kit.		30,000
24	Staff ID badges	Pre-printed color badges in 120 grs paper, black letters, to fit the badge holder (item 23) size of the badge 90 mm x 60 mm. (Artwork to follow)		30,000
25	TEE 1	Size 500 mm x 320 mm, with 50 mm adhesive flap on top, white color, water resistant plastic, 120 micron, pre-printed with black letters. Security enveloped for return of		5,000

		sensitive materials. (Artwork to follow).		
26	TEE 2	A4 size (297mm x 210 mm), with 50 mm adhesive flap on top, white color, water resistant plastic, 120 micron, pre-printed with black letters. Security enveloped for return of sensitive materials. (Artwork to follow)		5,000
27	TEE 3	A4 size (297mm x 210 mm), with 50 mm adhesive flap on top, white color water resistant plastic, 120 microns, pre-printed with black letters. Security enveloped for return of counting final results forms. (Artwork to follow). Serially numbered starting with - 100001		5,000
28	Spoiled ballot paper envelope A4 (brown envelope)	Preprinted document wallet. Half depth flap provides added protection and security. It should be A4 size to allow inserting standard A4 size sheet of paper. The flap must be adhesive. Flap vertically. (Artwork to follow)		5,000
29	Discarded ballot paper envelope A4 (brown envelope)	Preprinted document wallet. Half depth flap provides added protection and security. It should be A4 size to allow inserting standard A4 size sheet of paper. The flap must be adhesive. Flap vertically. (Artwork to follow)		5,000
30	Ballot box sticker	A4 landscape plastified Blue color sticker. Pre-printed with Voting Precinct, Polling Place code, with NEC B&W logo. 80 grs. (Artwork to follow)		10,000
31	Checklist	A4 sheet 80grs paper with list of items included in the station/counting kit.		5,000
32	Card punch	Single Triangular , durable, with sharp edges (not flat), to go through 50 microns (registration card). Same as photo.		10,000

COUNTING KIT CONTENTS (Counting Kit is packed in a plastic bag inside the polling place kit)

33	Counting Kit Bag	Plastic bag, with zip, large enough to hold the counting items below		5,000
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34	Notepad	A5, 25 white plain sheets, 80grm paper, sheets must be detachable and glued to booklet or spiral, normal simple cover. To be used for counting		5,000
35	Wet sponge for Counting	Standard size sponge approx. 8x8x5cm for wetting finger to count ballot that will be used; for the easily counting of ballot papers		5,000
36	Bulldog Clips (Small)	25mm (small) metal bulldog clips, box contains 6. 1 Box of 6 per kit.		5,000
37	Rubber Bands	Good quality rubber bands, (approx. 0.5 cm x 15 cm), must not spoil in moist and extreme hot conditions. (25 bands per bag) . 1 Bag per Kit.		5,000
38	Pen (Red)	Good quality red ballpoint pen, medium tipm, Must work satisfactorily in extreme hot/humid/damp conditions. (to mark the ballot and for other administrative use in polling station. Same as Item 3 but Red.		10,000

**LIBERIA NATIONAL ELECTORAL COMMISSION
SPECIAL SENATORIAL ELECTION MATERIALS SPECIFICATIONS
2014**

Lot # 2: Bulk Items for Training

Notes: Provide samples of materials

Single units packing unless otherwise specifies

Expiration dates at least 6 months after delivery

No.	ITEM	SPECIFICATIONS	Sample Pictures (ONLY for indicative purposes)	Budget total Quantity
1	Sticker for Polling Place Journal	A6 (105x148), landscape preprinted white paper stickers. 80 gms.		500
2	Brown Packing Tape	Brown packing tape, roll of 50mm x 30m		500
3	Scotch Tape	Good quality adhesive tape. Roll tape 12mm x 30m. (Without dispenser)		500
4	Indelible Ink	80ml plastic bottle, free of ink (no ink required, empty bottle to <u>avoid</u> inking of training participants),		500

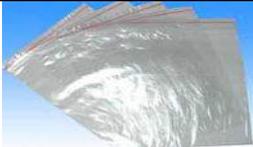
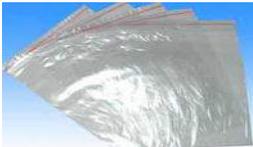
		packed separately in zip lock bags, for dipping finger in bottle with cross cut sponge inside (no applicator).The top of the bottle to be sealed with non leak able seal. (bottle has to be exactly the same as the bottle with the ink)		
5	TEE 1	Size 500 mm x 320 mm, with 50 mm adhesive flap on top, white color, water resistant plastic, 120 micron, pre-printed with black letters. Security enveloped for return of sensitive materials. (Artwork to follow). Watermark printing across "TRAINING".		1500
6	TEE 2	A4 size (297mm x 420mm), with 50 mm adhesive flap on top, white color, water resistant plastic, 120 micron, pre-printed with black letters. Security enveloped for return of sensitive materials. (Artwork to follow). Watermark printing across "TRAINING".		1500
7	TEE 3	A4 size (297mm x 420mm), with 50 mm adhesive flap on top, water resistant plastic, 120 micron, white color, pre-printed with black letters. Security enveloped for return of counting final results forms. (Artwork to follow). Serial numbering not required. Watermark printing across "TRAINING".		1500
8	Spoiled ballot paper envelope A4 (brown envelope)	Preprinted document wallet. Half depth flap provides added protection and security. It should be A4 size to allow inserting standard A4 size sheet of paper. The flap must be adhesive. Flap vertically. Watermark printing across "TRAINING". (Artwork to follow)		1500
9	Discarded ballot paper envelope A4 (brown envelope)	Preprinted document wallet. Half depth flap provides added protection and security. It should be A4 size to allow inserting standard A4 size sheet of paper. The flap must be adhesive. Flap vertically. Watermark printing across "TRAINING". (Artwork to follow)		1500

10	Senate Ballot box sticker	A4 landscape plastified Blue color sticker. Pre-printed with Voting Precinct, Polling Place code, with NEC B&W logo. 80 grs. Watermark printing across "TRAINING".(Artwork to follow)		1,000
11	Checklist	A4 sheet 80grs paper with list of items included in the station/counting kit.		500
12	Validating Stamp	Durable wood or plastic stamp, 30mm round (artwork from NEC), handle and stamp to be one single piece (not glued together). With TRAINING word (Artwork to follow).	 	500
13	Brown A4 envelope for packing of complaint forms	Preprinted with " COMPLAINT FORM ENVELOPE " document wallet. Half depth flap provides added protection and security. Watermark with "TRAINING" across. (Artwork to follow). It should be A4 size to allow inserting standard A4 size sheet of paper. The flap must be adhesive. Flap horizontally		500
14	Brown A3 envelope for packing of training forms	Preprinted with " TRAINING FORMS " document wallet. Half depth flap provides added protection and security. It should be A3 size to allow inserting standard A4 size sheet of paper. The flap must be adhesive. Flap horizontally. (Artwork to follow)		500
15	Flipchart paper for training	A1 size, 80 grs paper, 50 pages, stapled on top with two ring eye holes for hanging of the pad, perforated below the holes for easy detachment of pages.		100
16	Staff ID badges	Pre-printed color badges in 120 grs paper , black letters, to fit the badge holder (item 23) size of the badge 90 mm x 60 mm. (Artwork to follow)		1,000
17	Card punch	Single Triangular , durable, with sharp edges (not flat), to go through 50 microns (registration card). Same as photo.		500

18	Tunics	Thin synthetic cloth tunics, sleeveless, large size, blue color, lettering and NEC Logo in B&W color, used to for Training. (Artwork will follow)		1,000
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Lot # 3: Bulk Items for Election

Notes: Provide samples of materials
Single units packing unless otherwise specifies
Expiration dates at least 6 months after delivery

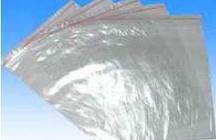
No.	ITEM	SPECIFICATIONS	Sample Pictures (ONLY for indicative purposes)	Budget total Quantity
1	Brown A4 envelope for packing of polling place forms	Preprinted with " POLLING PLACE FORMS " document wallet. Half depth flap provides added protection and security. It should be A4 size to allow inserting standard A4 size sheet of paper. The flap must be adhesive. Flap horizontally (Artwork to Follow)		5,000
2	Brown A4 envelope for packing of complaint forms	Preprinted with " COMPLAINT FORM ENVELOPE " document wallet. Half depth flap provides added protection and security. It should be A4 size to allow inserting standard A4 size sheet of paper. The flap must be adhesive. Flap horizontally. (Artwork to Follow)		5,000
3	Metal seals	Adjustable steel; pull tight; Grip teeth : inner metal clip for high locking strength; sequentially numbered security seals starting with SE-20001 , used for sealing and transportation of sensitive materials to and from voting precincts		8,000
4	Plastic Bags	Plastic bag, not sealable, large enough to hold A4 size 40 pages of printed paper (for FRR)		5,000
5	Plastic Bags	Plastic bag, 594mm x 420 mm with zip, large enough to hold 600 sheets of printed A3 size paper		5,000
6	String tie plastic transparent envelopes	Hard clear plastic A3 folder (document inside must be legible from outside) with string to close (not for security but for protection of FRR) must comfortably hold 300 A4 sheets of 80 grs printed paper		2,500
7	A5 paper printable	A5, white printable stickers, used to		5,000

	stickers	label the precinct kits		
8	Metal seal cutters	Metal hand-held grip, cutting with single motion, to cut the metal seals		2,000

**LIBERIA NATIONAL ELECTORAL COMMISSION
SPECIAL SENATORIAL ELECTION MATERIALS SPECIFICATIONS
2014**

Lot # 4: Voting Precinct Materials

Notes: Provide samples of materials
Single units packing unless otherwise specifies
Expiration dates at least 6 months after delivery

No.	ITEM	SPECIFICATIONS	Sample Pictures (ONLY For Indicational Purpose)	Budget total Quantity
1	Plastic Bags	Plastic bag with zip, large enough to hold the items below		2,000
2	Voting precinct banner	Plain 1.97 X 0.6meter white polyester sheet with preprinted " VOTING PRECINCT " in blue color, with metal eye ring hole in top right and left hand corners, and two rings on bottom right and left hand corners with colored NEC logo on top. Artwork to be provided.		2,000
3	Voting precinct right arrow	A4 landscape laminated 120 grs paper. Black printed wording, clearly showing a Rightwards Arrow sign on white background. Artwork to be provided.		2,000
4	Voting precinct left arrow	A4 landscape laminated 120 grs paper. Black printed wording, clearly showing a Leftwards Arrow sign on white background. Artwork to be provided.		2,000
5	Ropes	To tie tarpaulin up. Only targeted areas.		1,000

6	Tarpaulin	Water resistant. 12'3" Length x 22' 3" Width . Only for targeted areas. Eye lits at all four corners for ropes to be tied.		1,000
7	Voting precinct kit box (SMALL SIZE)	Durable, lockable hard plastic light weight transport/storage container (sturdy plastic for multiple shipping and handling, long term storage, stackable and nestable, sealable with two seals and water and dustproof). Box must be single wall plastic with lid that can be sealed with 2 numbered metal/plastic seals. The box must protect all contents against water and mud in extreme wet, humid and hot conditions. The box must also be strong enough to endure multi-shipping handling and extreme rough road conditions (Interior measurement of the box: H 25 - bottom interior: L 50 cm x W 35 cm) Color: Gray		1,500

**LIBERIA NATIONAL ELECTORAL COMMISSION
SPECIAL SENATORIAL ELECTION MATERIALS SPECIFICATIONS
2014**

Lot # 5: Polling Forms

Notes: Provide samples of materials
Single units packing unless otherwise specifies
Expiration dates at least 6 months after delivery

No.	ITEM	SPECIFICATIONS	Budget total Quantity
1	Presiding officers worksheet (Special Senatorial Election)	A4 size Portrait, 50 forms per booklet, NCR 2 pages per form (original and a copy), original in white color, 1st copy blue. No cover pages required, forms must be glued on top for easy detachment from the booklet, no perforation is required. Artwork to be provided.	125 BOOKLETS
2	Material Transfer Form Before polling	A5 size Portrait, 50 forms per booklet, NCR 2 pages per form (original and a copy), original in white color, 1st copy blue. No cover pages	125 booklets

		required, forms must be glued on top for easy detachment from the booklet, no perforation is required. Artwork to be provided.	
3	Material Transfer Form after counting	A5 size Portrait, 50 forms per booklet, NCR 2 pages per form (original and a copy), original in white color, 1st copy blue. No cover pages required, forms must be glued on top for easy detachment from the booklet, no perforation is required. Artwork to be provided.	125 BOOKLETS
4	Record of Seals form	A4 size Portrait, loose sheets, one-sided printed, 80grms paper. Artwork to be provided	5,000 sheets
5	Complaint Form	A4 size Portrait, loose sheets, one-sided printed, 80grms paper, perforated horizontally 2 inches & 1/4" from below for easy separation as receipt. Artwork to be provided	25,000 sheets
6	Oath of Office	A4 size Portrait, loose sheets, one-sided printed, 80grms paper. Artwork to be provided	25,000 sheets

5. Inspections and Tests

The following inspections and tests shall be performed:

- *One (1) sample of complete kit shall be sent to the Purchaser for Inspections and Testing.*
- *The kit should contain the quantity and quality requested for by the NEC as it relate to the specifications.*

PART 3 - Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1. Definitions

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

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

whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

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

2. Contract Documents

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

3. Fraud and Corruption

The entire 3.1 a-d to be deleted

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non competitive levels; and;
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the

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

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

4. Interpretation

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

4.2 Incoterms

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

4.3 Entire Agreement

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

4.4 Amendment

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

thereto.

4.5 Non waiver

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

4.6 Severability

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

5. Language

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or

constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Liberia, unless otherwise specified in the **SCC**.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

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

Duties

Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of Liberia.

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

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

17. Performance Security

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

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

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

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

18. Copyright

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

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other

information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

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

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

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

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

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

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

20. Subcontracting

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

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

21. Specifications and Standards

21.1 Technical Specifications and Drawings

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

22. Packing and Documents

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

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

23. Insurance

23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or

damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

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

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

26. Liquidated Damages

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

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period

concludes earlier.

- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

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

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in

the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in Laws and Regulations

- 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the

Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

- 31. Force Majeure**
- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 32. Change Orders and Contract Amendments**
- 32.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

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

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

33. Extensions of Time

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

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the

Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;

- (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the

Contract terms and prices; and/or

- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

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

Section VIII. Special Conditions of Contract

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

GCC 1.1(j)	The Purchaser's country is: <i>the Republic of Liberia</i>
GCC 1.1(k)	The Purchaser is: <i>The National Elections Commission</i>
GCC 1.1 (q)	The Project Site(s)/Final Destination(s) is/are: National Elections Commission Head Office, 9 th and 10 th Streets Sinkor, P.O. Box 2044, Monrovia, Liberia
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>CIP</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>2010</i>
GCC 5.1	The language shall be: <i>English</i>
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: Atty. Jargbe R. Nagbe Kowo <i>Director of Procurement</i> <i>Ground Floor, Room 73</i> <i>National Elections Commission</i> 9 th and 10 th streets, Sinkor 1000 Monrovia, 10 Liberia Republic of Liberia Telephone: +231886603336 E- mail addresses: rnagbe@yahoo.com
GCC 9.1	The governing law shall be the law of: <i>the Republic of Liberia</i>
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: (a) <i>Contract with foreign Supplier:</i> <i>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i>

	<p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(b) <i>Contracts with Supplier national of the Purchaser's country:</i></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.</p>
GCC 12.1	<p>Details of Shipping and other Documents to be furnished by the Supplier is an <i>airway bill</i></p> <p>The above document shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 14.2	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p>
GCC 15.1	<p><i>Sample provision</i></p> <p>GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in United States Dollars through the issuance of a purchase order after full delivery and acceptance of the goods.</p> <p>Payment of local currency portion shall be made in <i>United States Dollars</i> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within the Purchaser's country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in United States Dollars through the issuance of a purchase order after full delivery and acceptance of the goods.</p>

GCC 15.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <i>60</i> days. The interest rate that shall be applied is <i>0.1 %</i>
GCC 17.1	A Performance Security <i>shall be required</i> .
GCC 17.3	Not Applicable
GCC 17.4	Discharge of the Performance Security shall take place: <i>Not Applicable</i> .
GCC 22.2	The packing, marking and documentation within and outside the packages shall be as follows; the goods shall be packed in a way that one will not cause the other to be damaged. Also, each should be labeled with the name of the item in the package.
GCC 23.1	The insurance coverage shall be as specified in the Incoterms.
GCC 24.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 25.1	The inspections and tests shall be carried out from the grounds of the National Elections Commission when the goods are offloaded. Those goods that are defective shall be returned to the Supplier and the cost deducted.
GCC 25.2	The Inspections and tests shall be conducted at National Elections Commission, head Office, 9th and 10th streets, Sinkor, Monrovia, Liberia
GCC 26.1	The liquidated damage shall be: 0.1% per week
GCC 26.1	The maximum amount of liquidated damages shall be 0.5%.
GCC 27.3	The period of validity of the Warranty shall be: <i>365</i> days For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>National Elections Commission, 9th and 10th streets, Sinkor, Monrovia, Liberia</i>
GCC 27.5	The period for repair or replacement shall be <i>10</i> days.

Section IX. Contract Forms

Table of Forms

1. Contract Agreement	100
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1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency (ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser *[PE]*

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

For and on behalf of the Supplier

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