
REPUBLIC OF LIBERIA

National Elections Commission



RESTRICTED BID DOCUMENT

For the

**Solar Panel Kit and Materials for
the Special Senatorial Election**

IFB No. NEC/SSER/RB/003/2019/2020

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

December 23, 2019

**INVITATION TO BID
FOR SOLAR PANEL KIT AND MATERIALS FOR THE 2020 SPECIAL
SENATORIAL ELECTION
IFB No. NEC/SSER/RB/003/2019/2020**

1. The Government of Liberia (GOL), through the National Elections Commission (NEC) anticipates funding from the Fiscal Year 2019/2020 National budget in Preparation for the Special Senatorial Election and intends to apply part of the sum to payment for Solar Panel Kit and Materials for said Special Senatorial Election described as follows:

LOT	Item Description	Quantity	Delivery Date
1.	Camera Kit and Materials	1,500	As per contract
2.	Solar Panel Kit and Materials	1500	As per contract

2. The Commission now invites you to submit bids for the Solar Panel Kit and Materials which will be used for the Special Senatorial Election scheduled for October 13, 2020. A detailed list of the description can be found in the Technical Specification and Schedule of Requirements Section of the Bidding Document.
3. Qualification information includes:
 - a. The ability to fully and completely deliver the required goods, subject to the contract, not later than Twenty Four (24) 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. Must have the capacity to pre-finance
 - f. Provision of audited financial reports of the firm for the past year (2018).

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

Interested eligible bidders may download the Tender Documents and obtain further information from the National Elections Commission and 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: procurement@necliberia.org

jyarsiah@necliberia.org/joseph.yarsiah@gmail.com

jkerkulah@necliberia.org/jkerkulah@yahoo.com

Website: www.necliberia.org

Tender must be delivered to the National Elections Commission, Procurement Unit Room Number 73, Ground Floor, P. O. BOX 2044 on or before **Thursday, January 16, 2020** at 2:00 P.M. Liberian time.

All Bids must be accompanied by a bid security as indicated in the 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 will not be accepted.

Bid opening shall be held in the presence of Bidders or Bidders' representatives who choose to attend, immediately at **2:00 PM on Thursday, January 16, 2020** in the Conference Hall of the National Elections Commission between 9th and 10th Streets, Sinkor, Monrovia, Liberia.

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.

Best Regards.

National Elections Commission

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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. 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 Establishing the Conformity of the Goods and Related Services**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it

has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Republic of Liberia;

- (b) that, if **required in the BDS**, in case of a Bidder not doing business within Liberia, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

20. Period of Validity of Bids

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

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

31. 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	The name and identification number of the RB are: Solar Panel Kit and Materials- IFB No. NEC/SSER/RB/003/2019/2020 The number, identification and names of the lots comprising this RB are: Lot 1. Camera Kit and Materials Lot 2. Solar Panel Kit and Materials
ITB 2.1	The Purchaser is: the National Elections Commission-Liberia
ITB 2.1	The name of the Project is: Solar Panel Kit and Materials- IFB No. NEC/SSER/RB/003/2019/2020
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

	<p>Telephone: +231-777-090-057 and +231-777-540-212</p> <p>Email: procurement@necliberia.org jyarsiah@necliberia.org/joseph.yarsiah@gmail.com jkerkulah@necliberia.org/jkerkulah@yahoo.com swenwert@gmail.com</p> <p>Website: www.necliberia.org</p>
	C. Preparation of Bids
ITB 10.1	The language of the bid is <i>English</i> .
ITB 11.1 (h)	<p>The Bidder shall submit the following additional documents in its bid:</p> <p><i>Experience Reference Information</i></p> <p><i>Quality Assurance Information</i></p> <p><i>Delivery Time</i></p> <p><i>Price, etc.</i></p>
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: <u>Roberts International Airport, Margibi, Liberia</u>
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)	<p>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: <u>DAT</u></p> <ul style="list-style-type: none"> Bidders should quote separately the means of air transport for goods to be delivered at final destination (Roberts International Airport Terminal, within the specified Delivery Timeframes (February 9-February 16, 2016). <p>(*Please see List of Goods and Delivery Schedule, indicated in Bid Documents)</p>
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 of 2% of the quoted bid price per lot issued by a reputable bank or financial institution 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 or financial institution 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 Production and Delivery of Solar Panel Kit and Materials- IFB No. NEC/SSER/RB/003/2019/2020 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

	<p>National Elections Commission 9TH & 10TH Streets Sinkor, Monrovia, Liberia Ground Floor Room Number 73 Monrovia ZIP Code: P. O. Box 2044 Country: <u>Republic of Liberia</u> The deadline for the submission of bids is: <u>Thursday January 16, 2020</u> Time: 2:00 p.m.</p>
ITB 27.1	<p>The bid opening shall take place in: Conference Room <i>National Elections Commission</i> 9TH & 10TH Streets Sinkor Ground Floor Room Number 50 Monrovia, Liberia Date: <u>Thursday January 16, 2020</u> Time: 2:00 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>
	<p>E. Evaluation and Comparison of Bids</p>
ITB 34.1	<p>Bid prices expressed in different currencies shall be converted in: <i>United States Dollars</i> The source of exchange rate shall be: <i>The Central Bank of Liberia Exchange Rate</i> 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> <p><u>Other qualifications Criteria</u></p> <p>Documentary evidence of bidders qualifications to perform</p> <ol style="list-style-type: none"> a. Experience in Solar Panel Kit and Materials from 3-4 years from the date of registration; b. Inspection and acceptance certification for atleast 3 contracts for Solar Panel Kit and Materials; c. Registered offices; d. Evidence of ownership of security machines; e. Should have the experience in suppling these products for at least three (3) to five (5) years; f. A valid tax compliance certificate; g. Evidence that person has the legal capacity to enter into a contract for the procurement; h. The person is not debarred from participating in procurement proceedings. i. If a bidder has any partnership with a local company, proof of such partnership should be submitted; j. The technical component of your Bid should be concisely presented and structured and should explain in detail your ability, capacity and resources to implement this procurement. k. The technical component of your Bid should also include the completion of past performance record (please state the contact details of your reference, providing organization name, telephone number and email address to allow us to openly verify). l. The Cost proposal should include the following: A. Administrative costs; including any costs associated to the security features of the required products B. Production fee (standard fee reasonably incurred out of security features as amount of the production C. The means of transport for safety and timely delivery; m. All applicants shall be responsible for and bear their own costs, expenses, and liabilities arising in connection with the preparation and submission of a response to this Bid. n. Previous experience in the supply of Camera, Solar Panel Kit and Materials for security/elections purpose in NOT LESS THAN four (4) Countries.
ITB 36.6	Bidders <i>shall</i> be allowed to quote separate prices for one or more lots. APPLICABLE.
	F. Award of Contract
ITB 41.1	The maximum percentage by which quantities may be increased is: (5) percent

	The maximum percentage by which quantities may be decreased is: <i>Five (5) percent</i>
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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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Bid-Securing Declaration	Error! Bookmark not defined.
Manufacturer's Authorization	Error! Bookmark not defined.

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)										Date: _____	
Currencies in accordance with ITB Sub-Clause 15										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) and Public Procurement and Concessions Commission (PPCC) Sanction Ban or Debar

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

Contents

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3. Technical Specifications	58
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Schedule of Requirements

Solar Panel Kit and Camera Registration kits for the Special Senatorial Election.

Suppliers bidding to supply Solar Panel Kit and Camera Registration kits *for the Special Senatorial Election* must have the capacity to pre-finance the supply of these items, must have a fully functional Company, which does supply of the above items in recognized countries and must supply products at a reasonable market price.

Solar Panel Kit and Camera Registration kits

Bidders for these items must have the capacity to pre-finance and supply the Solar Panel Kit and Camera Registration kits and deliver same to NEC Office.

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	Type	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 [<i>to be provided by the bidder</i>]
Lot 2	1,500 SOLAR POWER KITS - CASE B (items as listed below)							
a	Solar kit manuals	1	Per Kit	Pc	<i>ROBERTS International Airport</i>	February 9, 2020	February 16, 2020	<i>[insert the number of days following the date of effectiveness of the Contract]</i>

Line Item N°	Section VI Schedule of Requirements Description of Goods	Quantity	Type	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	1,500 CAMERA KITS - CASE A (items as listed below)							
a	Dry Cell Battery Sets for Camera	1	Per Kit	Pc	ROBERTS International Airport	February 9, 2020	February 16, 2020	[insert the number of days following the date of effectiveness of the Contract]
b	Memory Card (SDHC Card)	1	Per Kit	Pc	ROBERTS International Airport	February 9, 2020	February 16, 2020	"
c	Battery Charger for Digital Camera	1	Per Kit	Pc	ROBERTS International Airport	February 9, 2020	February 16, 2020	"
d	Portable Printers	1	Per Kit	Pc	ROBERTS International Airport	February 9, 2020	February 16, 2020	"
e	Dry Cell Rechargeable Batteries for the printer	1	Per Kit	Pc	ROBERTS International Airport	February 9, 2020	February 16, 2020	"
f	Charger for Dry cell rechargeable batteries for Printer	1	Per Kit	Pc	ROBERTS International Airport	February 9, 2020	February 16, 2020	"
g	Ink Cartridges	1	Per Kit	Pc	ROBERTS International Airport	February 9, 2020	February 16, 2020	"
b	Storage Case B for Solar power kit	1	Per Kit	Pc	ROBERTS International Airport	February 9, 2020	February 16, 2020	[insert the number of days following the date of effectiveness the Contract]

Additional components– In bulk						
a	Additional components– In bulk	See Specifications	<i>ROBERTS International Airport</i>	February 9, 2020	February 16, 2020	<i>[insert the number of days following the date of effectiveness the Contract]</i>

3. Technical Specifications

Solar Panel and Camera Registration kits Specifications

Technical Specifications

	<p align="center">VRU Camera Kits, Solar Panel Kits and Accessories</p>	
	<p align="center">SPECIFICATIONS - Voter Registration Camera Kit, Solar Panel kit and Accessories</p>	
	<p align="center">General Requirements</p>	
	<p>i. All equipment (including digital cameras and batteries) must comply with the following as corresponding</p>	
	<p>a. Be able to operate in dusty, humid environments at temperatures ranging from 0°C to 45°C.</p>	
	<p>b. Provision must be made for the equipment to run in areas where there is mains electricity supply of 220V, 50Hz, hence should use a G type (British) plug. However, the kit should be also operating in the places where there is no mains electricity supply, being plugged to a solar power kit.</p>	
	<p>c. The supplier is responsible for ensuring all the required cables and connector adapters (if any) are supplied.</p>	
	<p>d. All equipment, items and parts must be adequate for the repeated and continued use in the field, the Supplier demonstrating good and professional understanding of the intended use by offering items of the adequate quality and type.</p>	

	e. Supplier must provide accurate serial number controls for equipment.	
	f. All equipment markings and user manuals must be in English.	
	g. Kit's size and storage case's size should be optimized in order to facilitate transportation.	
	h. All batteries (incl. spare sets) should be delivered new and fully charged and packed ensuring that no problems occur during transportation.	
1,500 CAMERA KITS - CASE A (items as listed below)		
1. Camera	Specified requirements below should be pre-set as defaults and automatically restored when camera is switched off and on in order to avoid manipulation on the field. All camera default settings should always be recovered (re-set) in all aspects simply by switching off and on, or by pressing once a button (simplest level).	
	The Digital Cameras must comply with the following MANDATORY specifications:	
	Technical: -Easy to use with simple and intuitive user interface, including buttons and camera firmware	
	- Able to take passport size 25 mm x 35 mm (width x height) Black and White photos	
	-Must save pictures taken on SD card in JPEG format at min 8 Mega Pixel or better to ensure good quality of pictures instantly printed.	
	Able to print directly to Portable Printer after photo is taken	
	Include Auto focus and portrait mode.	
	-Support USB 2.0 connection and direct printing.	
	Built-in flash.	

	-Zoom function pre-set at zoom out position (to be confirmed at PO stage).	
	All openings and movable components must be adequately protected from dust. Movable components such as optical zoom lenses are to be properly protected and have minimum moving parts to minimize problems with dust.	
	Optical image stabilization or sensor shift image stabilization. Image stabilization systems dependent solely on raising ISO settings are not acceptable.	
	-ISO Range rated to start from 100 or lower and maximum must be no less than 800 (ISO 1600 or higher is preferred).	
	-Real Time Preview, with minimum 2" TFT LCD.	
	Face detection functionality	
	-Small /Light enough to easily carry (hand held).	
	Must take good quality photographs of the diverse range of skin tones in Liberia under diverse light conditions. Underexposed overexposed or out of focus pictures are not acceptable	
	The camera must not allow the battery terminals to make contact if batteries are not correctly inserted	
	Camera must include all necessary cables and connectors, including a cable to transfer pictures from camera directly to a computer	
	Camera should be incorporated in a robust plastic dust cover with easy access (avoiding the need to remove the cover) to shutter button, interfaces (charging, USB, memory card, batteries), all indicators. The cover should also protect the lenses from dust and damage but not affect moving parts and image quality.	

	<p>The controlling buttons on the back of the camera should be covered with transparent silicon stripe/flap on top of the dust cover. The dedicated "Delete" button should be marked by red dot, so that it is clear to the user that this is a high priority button which must be used with care</p>	
	<p>Camera manufacturer should be a reputable company with solid experience in producing similar devices. Supplier is required to provide ISO or equivalent quality certification at product/manufacturer level available, as well as references to manufacturer's quality and reputation (as for other clients/brands sourcing items from the manufacturer)</p>	
	<p>Firmware:</p>	
	<p>Firmware of camera must be fully customized to allow for operation and other configuration with simple menu options, but camera should always return to defaults in all aspects once switched off and on. All camera menus and settings should be in English. Overall, camera firmware should not only include all customized defaults and requested settings, but also provide easiest possible operation, proving to be clear, minimize operation steps and be fully reliable in terms of software engineering and operation so it does not corrupt /lose data, freeze or malfunction.</p>	
	<p>Camera's firmware default presetting</p>	
	<p>Red-eye reduction enabled</p>	
	<p>auto focus and portrait mode</p>	
	<p>Take photos in BLACK and WHITE</p>	
	<p>Flash TURNED ON</p>	

	If flash is turned on/off manually, the pre-settings should revert to TURN ON position after camera reboot	
	ISO/White balance graph should not be present on pre-set display during photo capture	
	Image quality pre-set at the highest (to be stated by Vendor)	
	Camera firmware should also include function to delete pictures taken from the internal memory enabling the user to delete one picture at a time. A deletion confirmation question/message should prompt before deleting. E.g. <i>Delete the photo? Yes/No</i>	
	Camera as per default advise every three new pictures taken and saved (i.e. not including deleted pictures) displaying a message requesting to print such last pictures. By default, camera sends the last three pictures saved to print.	
	Camera should provide a beep/shutter sound upon pressing the shutter button.	
	Delay between pressing shutter and actual picture capture should be minimal, absolute maximum to be under one second.	
2. Dry Cell Battery Sets for Camera	a. Lithium disposable Dry-Cell Batteries should be included in the kit. Each battery set needed to operate the camera must allow the camera to take at least 300 photos with flash on. Supplier to advise number of pictures per battery set, based on test of battery.	
	b. Batteries must be of a known brand and correspond to latest technology in terms of capacity and energy efficiency/battery life.	

	c. In case camera case does not cater for fitting AA batteries, it may be acceptable if proven fully reliable and a quality solution to use other type of commonly used batteries/battery pack. Batteries should be standard type, easily sourceable in the destination Country. Minimum capacity of the pack should be not less than 1,300 mAh	
	d Camera Kit should include 2 sets of batteries of the same type. While 1st battery set is operating in the camera, the 2nd battery set should be available for charging.	
3. Memory Card (SDHC Card)	a. Minimum class: 6	
	b. Minimum capacity: 16 GB	
	c. Size: Standard	
	d. Formatting: FAT32	
	e. Fully compliant with SD 2.0 specifications	
	f. The card should be installed in the camera at the moment of delivery.	
	g. The card should be compatible with the camera provided. Card should be of recognized, quality proven international brand and have certification at product/manufacturer level.	
4. Battery Charger for Digital Camera	Dry cell rechargeable Batteries' Charger required must comply with the following MANDATORY specifications:	
	a. Corresponding chargers for the digital camera rechargeable batteries (Item 2) to be provided with proper cables to connect them to mains supply with G type (British) plug and to the battery pack, to allow recharging when the batteries are removed from the cameras.	

	b. Chargers when connected to the battery pack or to the mains supply should in both cases fully recharge the camera batteries within a maximum of 4 hours.	
5. Portable Printers	Portable printers must comply with the following MANDATORY specifications (Model of reference: Canon Selphy CP780 or equivalent): 2.0 connection must be supported both from camera and from computer.	
	a. Dye sublimation printer	
	b. Compatible with supplied Camera and existing camera in stock at the NEC	
	c. Ability to print 300dpi or higher print resolution	
	d. Ability to print in black and white and in colour.	
	e. Direct printing via USB	
	<i>i. Note however that presently no computer will be utilized – instead printing will be with a direct camera to printer connection. (Printing from a computer support is required for future flexibility only)</i>	
	f. Printer should include LCD screen displaying necessary menus for printing configuration control. Menus and operation must be intuitive and based on simple user interface and by default pre-configured to print the required size photos such that:	
	i Two photos are to be printed per voter (on the same sheet of paper) and paper wastage is required to be kept to a minimum.	
	ii. The above mentioned default setting must be pre-set (before delivery)	
	iii. Printer must be configurable and be able to print pictures of different registrants in sheets of	

	size for 8 pictures (each picture of size 25mm x 35mm).	
	iv. Printer should allow the user to easily select and print different options re: <i>number of photos per sheet, including at least 2,4, 6 and 8 pictures per sheet</i> . One of these options should be pre-configured as the default setting. Alternating with other options available should be made extremely easy for the user, as per the printer interface (for ex. by pressing one single button and display should clearly indicate option selected).	
	v. Printer as per default should displaying a message requesting to print last three pictures taken by camera. By default, camera sends the last three pictures saved to print, printer should print them (x2 each picture) after pressing the button by operator.	
	vi. All default pre-configured settings must be restored when printer is switched off and on in order to avoid manipulation on the field.	
	vii. Note: Pictures will be cut with plier-type photocutter. Photo Size should be of 25mmx35mm -- no white frame included.	
	g. Printing Time per sheet to be stated by the Vendor	
	h. Power Consumption not to exceed:	
	<i>i. 70W Printing and</i>	
	<i>ii. 5W Standby</i>	
	i. Printer must be powered by an internal rechargeable dry cell battery and sequentially by external powerbank complying with the specifications as per following item 6.	
	j. Printer must also be able to operate powered by the battery pack of the kit, or mains supply. Under this set up, the internal battery and	

	powerbank will charge from the power source at the same time.	
	k. Printer must include all necessary cables and connectors, including USB, power, etc.	
6. Dry Cell Rechargeable Batteries for the printer	Kit should include:	
	1 set of internal rechargeable batteries	
	1 external powerbank	
	MANDATORY specifications:	
	a. Internal rechargeable batteries:	
	Type: Low self-discharge Lithium Ion or similar quality.	
	Sole capacity/performance: shall power the printer to print at least 300 pictures (or 100 voters) a day without need for recharging.	
	b. External powerbank:	
	Type: Low self-discharge Lithium Ion or similar quality.	
	Sole capacity/performance: 20Ah or better to allow at least 300 pictures (or 100 voters) a day without need for recharging.	
	Indicators: charge state and charge/discharge mode	
	Output voltage: as per printer requirements	
	ON/Off switch for transportation and push button for battery charge indication	
	Connections: Input – direct DC from Battery pack; Output – to printer. Relevant cables should be included.	
Charging: full charge within 4 hours from the battery pack.		
	Charger for printer's internal rechargeable batteries for Printer (if required for recharging)	

7. Charger for Dry cell rechargeable batteries for Printer	must comply with the following MANDATORY specifications:	
	Corresponding chargers for the printer's internal rechargeable batteries (Item 6) to be provided with proper cables to connect them to mains supply with G type (British) plug.	
8. Ink Cartridges	Reference consumables model: Canon KP-108IN or equivalent Ink Cartridges to be provided must comply with the following MANDATORY specifications: printer offered, or ii) in case of generic cartridges compatible with the printer offered, the supplier must prove	
	a. To print pictures in black and white with the offered printer, providing photographic quality and clear fail free prints.	
	Cartridges must be i) original brands as per the printer offered, or ii) in case of generic cartridges compatible with the printer offered, the supplier must prove and guarantee the total compatibility, same shape and equal performance of the generic cartridges compared to the original ones. The supplier will be responsible for any issues with such cartridges in terms of durability, printer performance, quantity or quality. The supplier shall explicitly commit to immediately replace them at no extra cost by original cartridges if requested in case any issue is encountered with their performance.	
	c. Ink and paper combination must result in pictures of archival quality of 10 years or longer (minor deviations will be acceptable). If any specific storage conditions are necessary to achieve such period of time, it must be stated by the supplier.	

	d. Please provide the closest option of quantity to print minimum 2,000 photos as per below + 20% buffer per kit.	
9. Photographic Paper	Reference consumables model: Canon KP-108IN	
	<i>Photographic Paper to be provided must comply with the MANDATORY specification as below:</i>	
	a. Archival quality of 10 years or longer (minor deviations will be acceptable). If any specific storage conditions are necessary to achieve such period of time, it must be stated by the supplier.	
	b. Size of the paper sheets. Photographic paper sheets to allow 8 photographs to be printed on each sheet of paper (photographs are 2,5 cm x 3,5 cm).	
	<i>Please provide the closest option of quantity to print minimum 2,000 photo images per kit, considering the mentioned set up of 8 photos printed per paper sheet.</i>	
	<i>The intended setup is aimed at keeping the waiting periods to a minimum (this is especially problematic during low voter registration turn out periods), and at the same time it is aimed to reduce as far as possible the paper costs and paper wastage.</i>	
10. Photo background Cloth	a. Dimension: 1.5 x 1.5 meters (minimum deviations are acceptable)	
	b. Plain, Grey color (20% grey)	
	c. Crease/wrinkle resistant clothes of fabric or plastic material, resistant to be used in extreme heat conditions and repeated use.	
	d. With eye holes in all 4 corners, each with tie rope at least 50 cm long. The rope should be	

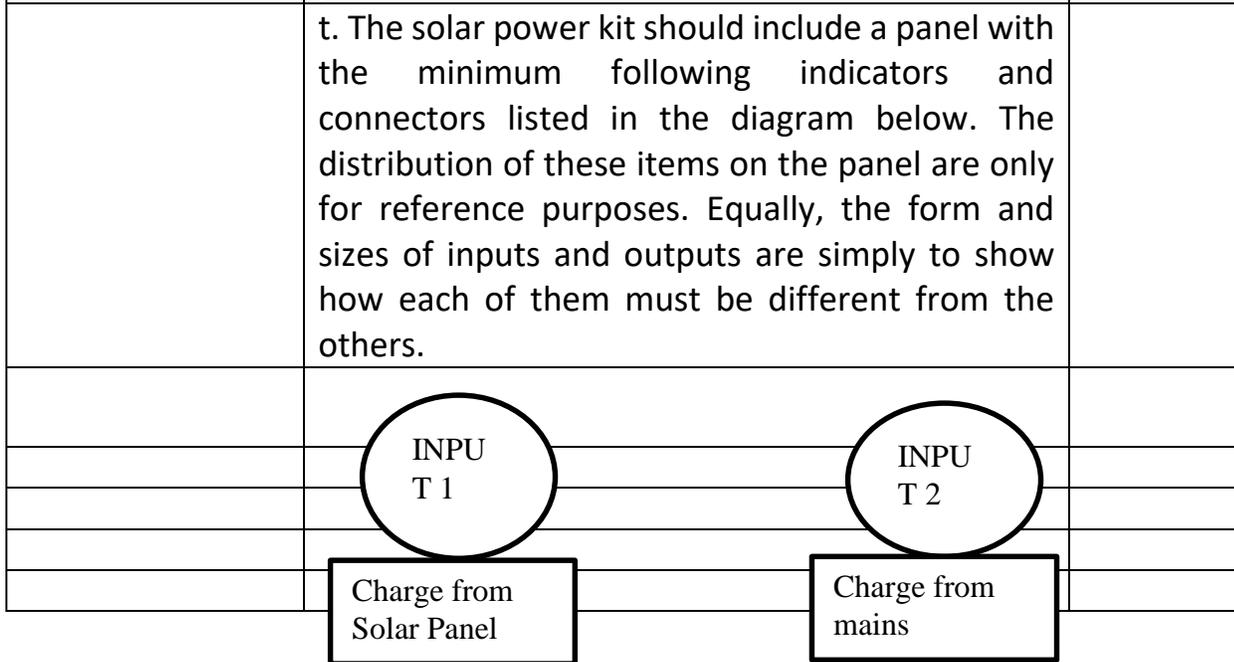
	provided separately (not sewed) together with the Photo Background Cloth.	
11. Manuals for Camera and printer	The Manuals must comply with the following MANDATORY specifications:	
	a. Each digital camera to include operating manuals in English.	
	<i>i. A troubleshooting section must also be included in the manual, as well as,</i>	
	<i>ii. a quick visual description of and explanation of judging photo quality and simple recommendations on how to resolve problems.</i>	
	b. Each kit should in addition include a “Getting Started” Instruction Sheet in English on set up, use and powering off the system.	
	c. An electronic copy of manual must be made available, as well as, permission to reproduce as many copies as required for NEC use	
12. Lens cleaner	Microfiber cloth and brush to keep lens of camera clean.	
13. Storage Case A for registration camera kit	Storage case must comply with the following MANDATORY specifications:	
	a. Kit box reorganized in order to optimize use space.	
	b. Rugged, water resistant (as resistant to heavy rain), dustproof and weather proof	
	With pre-cut high-density foam inserts with separate compartments for snug fitting of each item listed above separately, securely protecting them from damage during transport. The case as well as all its contents must be able to withstand a shock equivalent to one and half (1.5) meter	

	drop onto a solid surface (e.g. tarmac or concrete floor).	
	c. Kit Case must be large enough to accommodate and should include when delivered all individual kit components as listed above.	
	Case to be lockable by use of 2 standard plastic seals for tamper proofing.	
1,500 SOLAR POWER KITS - CASE B (items as listed below)		
	Solar power units must comply with the following MANDATORY specifications:	
	a. The solar power units are comprised by the following elements:	
	i. Rigid solar panels	
	ii. Solar panels stand to orientate and position solar panels appropriately	
	iii. Battery pack, including:	
	Two (2) internal Li-ion batteries (or similar technology) of enough real capacity (min 20 Ah each) and voltage to satisfy the following and below power requirements.	
	power controller, solar charger	
	voltage regulator, DC-DC converter	
	DC-AC inverter/converter, min 150W	
	indicators and connectors panel.	
	iv. All cables and connectors as required.	
	v. Lock	
	b. Equipment must be easy to use and setup.	

	c. All components and cables must be durable and heavy duty resistant to withstand repeated use in the field.	
	d. The Solar Panel(s) and all elements of the power controller must be storable in the storage case B.	
	e. Solar panels must be foldable as necessary to be easily and compactly stored within the case (see Item 17).	
	f. Solar panels should be of recognized quality standard and provide acceptable performance under non optimal light conditions.	
	g. Solar panels should be of at least 36W of actual output in total.	
	h. Voltage booster (MPPT controller) must be included to allow appropriate charging of the power pack batteries, even when the solar voltage is lower than necessary to charge the battery.	
	i. Solar panel stand must be provided to mount and position the solar panels to face the available sun. Such stand must guarantee stable positioning of the panels, right orientation and easy re-orientation by operators. Placing solar panels loose on the ground is not acceptable.	
	j. The solar power unit must be able to fully charge 1 set of batteries of camera, printer's internal battery and printer's powerbank within 4 hours from daylight (a set of batteries of camera and printer must be equivalent to sufficient energy to take and print photos for 100 registrants).	
	k. The solar power unit must be able to output sufficient energy (from its battery or inverter) to power both the camera and the printer at double their rated operational wattage. In other words, the output from the power pack battery and/or	

	inverter must be able to handle twice the normal equipment operating wattage. [The solar energy replenishment rate is covered by previous point].	
	l. Battery energy storage must be adequate to take and print photos for 100 registrants and maintain equipment in standby mode for 8 hours without recharging.	
	m. Battery pack must make use of a Li-Ion sealed, maintenance-free, deep cycle battery for storing electrical energy in times when solar energy is not available.	
	i. Li-Ion batteries or similar quality (bidders to state) are required.	
	ii. The battery capacity must be minimum 20Ah or higher, ensuring capacity to meet the requirements.	
	iii. Battery must be durable for repeated, frequent transport irrespective of its charged state. (e.g., liquid based lead–acid batteries are not acceptable)	
	n. Battery terminals must be protected from accidental contact – especially when not in use or during transport	
	o. Battery pack set up must allow recharging the battery directly from a vehicle battery and from mains electric supply, without opening the battery pack. Appropriate connection must be supplied to enable recharging from car battery and mains. These are backup charging mechanisms to be used in cases of absolute emergency; the default mode of charging will be via solar energy (namely, entire system must be self-sustainable in terms of its energy requirements solely based on solar power).	

	p. All connections must be clearly marked (in a manner whereby markings will not come off during normal use). All connections should be such that no two separate connections exist that are identical and that if mixed up and incorrectly connected together will be such that damage may be caused to the equipment or any of the individual components. Connectors must all have different shapes and number of pins to avoid accidental confusion	
	q. Safety mechanisms must be in place to prevent damage from short-circuit, reverse polarity connection and over-voltage conditions, including battery pack fuses as necessary.	
	r. Battery pack must have output/input connections as described below.	
	s. All electrical connections must adhere to the standards prevailing in Liberia. For example,	
	i. all mains type connections must adhere to 220V/50Hz and use a G-type plug	
	ii. automotive style connections and bulk storage batteries must be to 12V DC negative earth and have overvoltage and reverse polarity protection.	



LED Indicators

1. Indicator showing charge level of SPU batteries (scale)
2. indicator showing charge rate from solar panels (if clear, could be integrated to nr 3 below).
3. charging from solar panels.

	being connected to the rest of the power pack and equipment, all to be placed indoors.	
	z. Set of spare fuses should be added in the kit.	
14. Solar kit manuals	Each solar powered rechargeable kit must be provided with manuals complying with the following MANDATORY specifications:	
	i. Operating manuals in English.	
	A. A troubleshooting section must also be included in the manual, as well as,	
	B. A quick visual description of and explanation of how to resolve problems.	
	<i>Each power kit should also include a "Getting Started" Instruction Sheet in English (soft copy) on set up, use & integration of the system.</i>	
15. Storage Case B for Solar power kit	Storage case must comply with the following MANDATORY specifications:	
	a. Rugged, water resistant (as resistant to heavy rain), dustproof and weather proof	
	b. Case must be large enough to accommodate and should include when delivered all individual kit components as listed above (items 15-16).	
	c. With pre-cut high-density foam inserts with separate compartments for snug fitting and appropriate protection of all solar power pack components – including solar panels, cables, power pack, connectors and indicators panel, electrical components, user manuals and any consumables (such as fuses).	
	d. All equipment and materials, especially solar panels and electrical components must be securely protected from damage during transport. Once all equipment is within case, the case as well as all its contents must be able to	

	withstand a shock equivalent to one and a half (1.5) meter drop onto a solid surface (e.g. tarmac or concrete floor).	
	e. Maximum weight of case with all its contents must not exceed 25 kg (minor deviations may be acceptable)	
Additional components– In bulk		
Items to be used for existing stock at the NEC warehouse		
16. Additional Portable Printers	Same as Item 5 above (1,000 pcs)	
17. Additional batteries for printers	Batteries same as offered in Item 6	
18. Additional consumables for portable printers: Ink cartridges	Same as Item 8 above. Enough to print 300,000 pictures	
19. Additional consumables for portable printers: Photographic paper	Same as Item 9 above. Enough to print 300,000 pictures	
20. Additional SD cards	Same as Item 3 above	
21. Additional batteries for existing printers	Batteries/powerbanks compatible with Canon Selphy CP780 to replace old batteries/powerbanks of existing pack of printers in Liberia.	

	Type: Low self-discharge Lithium Ion or similar quality.	
	Sole capacity/performance: 20Ah or better to allow at least 300 pictures (or 100 voters) a day without need for recharging.	
	Indicators: charge state and charge/discharge mode	
	Output voltage:24V DC	
	ON/Off switch for transportation and push button for battery charge indication	
	Connections: Input – direct DC from Battery pack; Output – to printer. Relevant cables should be included.	
	Charging: full charge within 4 hours from the battery pack.	
	Smart circuitry: Yes, monitors battery capacity, controls charging Reference photos:	
22. Additional sets of camera batteries with charger	This is to replace old batteries of existing pack of cameras in Liberia.	
	Quantity: 4 batteries per set	
	Type: AA, Lithium-Ion or similar quality,	
	Capacity: 1300 mAh each battery	
	Charger: included.	
23. Additional solar kits batteries	These are to replace old batteries of existing pack of batteries for battery packs in Liberia.	
	Type: AGM Maintenance free	
	Low Discharge	
	Capacity: 12V 7.5Ahour	
	Are to be placed internally to the Solar Battery Pack enclosure.	
24. Spare fuses	Kit of spare fuses for old Solar Powering Systems. Type of fuses will be stated in the final specs.	
Training Services		

25. Training of Trainers	The training component provided by the supplier will cover the correct usage and troubleshooting of the supplied equipment (of both the registration kits and the solar power kits). Training on the registration process is excluded as it will be covered by NEC. The supplier training component will include:	
	i. Training of 50 trainers (to be selected by NEC) – these trainers will be deployed to train the actual staff that will use the equipment in the field.	
	a. It is envisaged that trainers will be trained in three separate classroom groups (each of about 20 people).	
	b. It is envisaged 4 days in total.	
	c. trainers must also be assessed on their ability to train others	
	ii. Teaching methods: lectures with practical work in the classroom and on the ground.	
	iii. An evaluation and selection of trainees must be held at the end of this training. The evaluation criteria and methodology must be presented to NEC. The actual evaluation must be conducted by the supplier under the supervision and participation of NEC. The purpose for this is as follows,	
	a. NEC must be in a position (in future) to conduct their own training program and understand the entire process thereof.	
	b. It will also be necessary for the trainers themselves to conduct the same evaluation criteria on the people that they themselves train. (This implies that after the trainers pass the	

	evaluation criteria, the evaluation forms must be handed over to them and the actual evaluation process must also be explained),	
	iv. To ensure that the training material is complete. In other words, all training documents, evaluation documents and training procedures are complete.	
	v. The supplier to provide an electronic version of all the training material, as well as, permission to reproduce as many copies as required for internal NEC consumption. A small number of printed training materials for 100 trainees must be provided in the beginning to kick off the training process	
	vi. Electronic copies of training material must be made available (as well as, permission to reprint) so that NEC will be able to re-print training material if required in the future.	
	vii. All training expenses, including transport to Monrovia for the Supplier's trainers, accommodation, etc. shall be included in the supplier's offer.	
26. Training of Technicians	. Above specifications for item 27 apply as well to this training component, with exception of the following:	
	a. Training of 5 to 10 technicians (during 5 days in total) to enable them to understand the equipment provided in technical terms, and be able to troubleshoot and perform basic repairs on the equipment.	
	<i>Note: That maintenance and technical support for the first 5 months rests solely with the supplier as per item below. After this initial 5 month period the NEC is expected to have in place a technical team that can meet a sizeable portion</i>	

	<i>of the equipment's technical problems internally. Thus, technical manuals explaining how to identify common problems and repair certain items are required.</i>	
	<i>The overall intention is to update the existing voters roll and capture an additional 300,000 new registrants. For this purpose, 1,500 pcs of Camera registration update kits and 1,500 pcs of solar panel kits are required. In addition, items 18-26 are to be supplied in bulk (see quantities below) to replace some of existing items (1,000 camera kits and 1,000 solar panel kits) in Liberia.</i>	
	1. Items for Camera Registration Kit must be packed in storage case A (item 14) including all cables and connectors as necessary, with the exception of additional quantities (see below) which should be packed in bulk as per the below table:	
Camera Registration kits	Item Number & Description	Quantity Per Kit
	1. Digital camera including camera protective mask, cables	1 unit
	2. Dry Cell Rechargeable Batteries for Digital Camera	2 sets
	3. Memory Card (SDHC Card)	1 unit
	4. Charger for Dry cell rechargeable batteries for Digital Camera	1 unit
	5. Portable Printer	1 unit
	6. Dry Cell Rechargeable Batteries for the printer	1 internal battery and 1 external powerbank with connecting cable

	7. Charger for Dry cell rechargeable batteries for Printer	1 unit
	8. Ink Cartridges	Adequate quantities for <u>1,000 pictures + 20%</u>
	9. Photographic Paper	Adequate quantities for <u>1,000 pictures + 20%</u>
	10. Photo background	1 unit
	11. Manuals for printer and camera	1 unit
	12. Lens cleaner (microfiber and brush)	1 unit
	13. Storage Case A for camera registration kit	1 unit
	2. Items in Portable Solar Powered Rechargeable Power kits must be packed in storage case (item 17), including all cables and connectors as necessary:	
Solar Power Kits	Item Number & Description	Quantity Per Kit
	14. Solar power unit incl. solar panels, battery pack, cables and connectors, etc.	1 set
	15. Solar power kit manuals 1 unit	1 unit
	16. Storage Case B for Solar power kit	1 unit
	3. Additional items to be packed in bulk in manageable cardboard boxes.	
	Item Number & Description	Quantity
	17. Additional Portable Printers	1,000 units
	18. Additional batteries for printers (same as offered in Item 6)	1,000 units

	19. Additional consumables for portable printers: Ink cartridges	Adequate quantities for <u>1,000+20%</u> pictures (reference: 5,000 pcs of Canon KP-108IN)
	20. Additional consumables for portable printers: photographic paper	Adequate quantities for <u>1,000+20%</u> pictures (reference: 5,000 pcs of Canon KP-108IN)
	21. Additional SD cards	1,000 units
	22. Additional batteries/powerbanks for printers (compatible with Canon Selphy CP780)	2,000 units
	23. Additional sets of camera batteries with charger	1,000 units
	24. Additional solar battery pack batteries (replace existing pack in Liberia)	4,000 units
	25. Spare fuses	5,000 units
	4. Individual items should be supplied completely assembled.	
	5. Registration kits, Solar power kits and bulk materials shall be palletized and covered with shrink wrapping plastic, covering completely the pallet and boxes and with double straps. This shall be done in the most economical and protective way to assure the integrity of the contents until their delivery to the final destination, including airfreight and eventual further transport by land. Bulk items are to be	

	packed in cardboard boxes, palletized and covered with shrink wrapping plastic.	
	6. Palletization should be robust and ensure that kits arrive to destination in perfect stand, preventing pallets to collapse due to weight of boxes piled, ensuring that no side sliding of boxes will happen, etc. Pallets should resist at least stacking at two levels.	
	7. All wood packaging, including pallets and boxes, utilized in any shipment, should have undergone the treatment, marking and documentation required to meet the specifications described in ISPM Nr 15: Guidelines for Regulating Wood Packaging Material in International Trade, available at www.ippc.int	
	8. Pallets must be wooden pallets, or made of hard plastic with equivalent characteristics and performance, and comply with international standard size. Card or plywood corner protectors down each corner, blocked at foot, film wrapped, strapped twice to two directions using plastic corners and wooden top. Maximum height 1500mm.	
	9. Pallets shall be properly labelled, indicating quantity and type of kits included in each of them. Further labelling instructions will be communicated at the Purchase Order stage.	

	10. All items should be packed and prepared to be shipped by air to Liberia	
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5. Inspections and Tests

Inspections and tests shall be performed on the following by the National Elections Commission:

- **Camera Kit Item**
- **Solar Power Kit Items**

**The items should contain the 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 Duties** 16.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties,

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

- 16.2 For goods Manufactured within the Republic of Liberia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Republic of Liberia, 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**.

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- 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: <u>National Elections Commission Head Office, 9th and 10th Streets Sinkor, P.O. Box 2044, Monrovia, Liberia</u>
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>DAT</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: Joseph A. Yarsiah <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: +231-777-090-057 and +231-777-540-212 Email: procurement@necliberia.org jyarsiah@necliberia.org / joseph.yarsiah@gmail.com jkerkulah@necliberia.org / jkerkulah@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>

	<p><i>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <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><i>(b) 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 60 days. The interest rate that shall be applied is 0.1 %
GCC 17.1	A Performance Security shall be required.
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 the 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: 365 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 7 days.

Section IX. Contract Forms

Table of Forms

1. Contract Agreement 112

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]*