Liberia Electricity Corporation

P.O. Box 10-165 Waterside
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Bidding Documents

For The

Construction of Two District Offices for the Liberia Electricity Corporation

National Competitive Bidding (NCB)

IFB NO: LEC/NCB/CDO/029/2026

September 2026

Table of Clauses

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 The Government of Liberia (GOL), acting through Liberia Electricity Corporation, invites bids for the construction of Works, as described in the "Bid Data Sheet", **BDS** and Section VI, "Special Conditions of Contract" (SCC). The name and identification number of the Contract are provided in the **BDS** and the SCC.

1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date specified in the **BDS** and SCC 1.1 (r).

1.3 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, telex) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa, and

(c) "day" means calendar day.

2. Source of Funds

2.1 The Liberia Electricity Corporation has reserved funding in its approved budget for Fiscal Year 2026 for the ***Construction of Two District Offices for the Liberia Electricity Corporation.***

3. Fraud and Corruption

3.1 The Bidders, Suppliers, Contractors, and Consultants are required to observe the highest standard of ethics during the procurement and execution of contracts and all public funded contracts. In pursuit of this policy, Bidders should observe the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the 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, 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;

3.2 Furthermore, bidders shall be aware of the provision stated in GCC Sub-Clause 59.2 (h) and the PPCA.

4. Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the provisions of Section III, 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.

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 are associated, or has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the GOL to provide consulting services for the preparation or supervision of the Works, and any of its affiliates **shall not be eligible to bid.**

4.3 GOL-owned enterprises in the country may be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not a dependent agency of the GOL or Sub-GOL.

4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the GOL, as the GOL shall reasonably request.

5. Qualifications of the Bidder

5.1 All bidders shall provide in Section IV, "Form of Bid, Qualification Information, Letter of Acceptance, and Agreement," a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the GOL has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of construction works performed for each of the last five years;

(c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;

(d) major items of construction equipment proposed to carry out the Contract;

(e) qualifications and experience of key site management and technical personnel proposed for the Contract;

(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) authority to seek references from the Bidder's bankers;

(i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;

(j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price. The ceiling for sub contractor's participation is **stated in the BDS.**

(k) evidence of payment of social security contributions, where applicable

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise **stated in the BDS**:

(a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;

(b) the Bid shall be signed so as to be legally binding on all partners;

(c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

(f) a copy of the Joint venture Agreement entered into by the partners shall be submitted with the bid; or a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

(a) an average annual financial amount of construction work over the period specified in the **BDS** of at least the multiple indicated in the **BDS**

(b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period **specified in the BDS** (to comply with this requirement, works cited should be at least 70 percent complete);

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;

(d) a Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.[1]

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clauses 5.5 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of ITB Sub-Clauses 5.5 (a), (b), and (e) for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the joint venture's Bid. Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

5.7 Domestic bidders and joint ventures of domestic bidders applying for eligibility for a 7½-percent margin of preference in

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[1] *Usually the equivalent of the estimated payments flow over 4-6 months at the average (straight line distribution) construction rate. The actual period of reference shall depend on the speed with which the GOL shall pay the Contractor's monthly certificates.*

bid evaluation shall supply all information to satisfy the criteria for eligibility as described in ITB Clause 31.

6. One Bid per Bidder

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid, the GOL and the PE shall in no case be responsible or liable for those costs.

8. Site Visit

8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

9. Contents of Bidding Documents

9.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Invitation for Bids

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Eligible Countries
Section IV	Forms of Bid, Qualification Information, Letter of acceptance, Agreement
Section V	General Conditions of Contract
Section VI	Special Conditions of Contract
Section VII	Specifications
Section VIII	Drawings
Section IX	Bill of Quantities[2]
Section X	Forms of Securities

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the GOL in writing at the GOL's address **indicated in the BDS.** The GOL shall respond to any request for clarification received earlier than 21 days[3] prior to the deadline for submission of bids. Copies of the GOL's response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.

11. Amendment

11.1 Before the deadline for submission of bids, the GOL may modify

[2] *In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule".*

[3] *It may be necessary to extend the deadline for submission of bids if the GOL's response results in substantial changes to the Bidding Documents. See ITB Clause 11 below.*

of Bidding Documents

the Bidding Documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents.[4] Prospective bidders shall acknowledge receipt of each addendum in writing to the GOL.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the GOL shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

12.1 All documents relating to the Bid shall be in the language **specified in the BDS.**

13. Documents Comprising the Bid

13.1 The Bid submitted by the Bidder shall comprise the following:

(a) The Bid (in the format indicated in Section IV);

(b) Bid Security, or Bid-Securing Declaration, in accordance with ITB Clause 17, if required;

(c) priced Bill of Quantities;[5]

(d) Qualification Information Form and Documents;

(e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS.**

14. Bid Prices

14.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Bill of Quantities[6] submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities.[7] Items for which no rate or price is entered by the Bidder shall not be paid for by the GOL when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if

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[4] *It is therefore important that the PE maintain a complete and accurate list of recipients of the Bidding Documents and their addresses.*

[5] *In lump sum contracts, delete "priced Bill of Quantities" and replace with "priced Activity Schedule."*

[6] *In lump sum contracts, delete "priced Bill of Quantities" and replace with "priced Activity Schedule."*

[7] *In lump sum contracts, delete "described in the Bill of Quantities" and replace with "described in the drawings and specifications and listed in the Activity Schedule."*

any, shall be made by crossing out, initialing, dating and rewriting.

14.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.[8]

14.4 The rates and prices[9] quoted by the Bidder shall be subject to adjustment during the performance of the Contract if **provided for in the BDS** and SCC and the provisions of Clause 47 of the General Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and GCC Clause 47.

15. Currencies of Bid and Payment

15.1 The unit rates and prices[10] shall be quoted by the Bidder entirely in the currency of the Republic of Liberia as **specified in the BDS** Foreign currency requirements shall be indicated as percentages of the Bid price (excluding provisional sums[11]) and shall be payable at the option of the Bidder in up to three foreign currencies.

15.2 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in paragraph 15.1 above shall be the selling rates for similar transactions established by the authority **specified in the BDS** prevailing on the date 28 days prior to the latest deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 29.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.

15.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.4 Bidders may be required by the GOL to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices,[12] **if required in the BDS,** are reasonable and responsive to ITB Sub-Clause 15.1.

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8 *In lump sum contracts, delete "rates, prices, and."*

9 *In lump sum contracts, delete "rates and prices" and replace with "lump sum price."*

10 *In lump sum contracts, delete "unit rates and prices" and replace with "lump sum price."*

11 *Provisional sums are monetary sums specified by the GOL in the Bill of Quantities, to be used at his discretion for nominated subcontractors and other specified purposes.*

12 *For lump sum contracts, delete "rates and prices" and replace with "Lump Sum."*

16. Bid Validity

16.1 Bids shall remain valid for the period[13] **specified in the BDS.**

16.2 In exceptional circumstances, the GOL may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 17, it shall be extended up to 28 days after the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security or execution of its Bid Securing Declaration. A Bidder agreeing to the request shall not be required or permitted to modify its Bid, except as provided in ITB Clause 17.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 56 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking the above correction into consideration.

17. Bid Security and Bid-Securing Declaration

17.1 **If required in the BDS,** the Bidder shall furnish as part of its Bid, a Bid Security or a Bid-Securing Declaration in original form as specified in the BDS.

17.2 The Bid Security shall be in the **amount specified in the BDS** and denominated in the currency of the Republic of Liberia or the currency of the Bid or in another 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 or surety issued by an insurance or bonding institution;

(b) be issued by a reputable institution selected by the bidder and located in any country. If the institution issuing the bond or surety is located outside the Republic of Liberia, it shall have a correspondent financial institution located in the Republic of Liberia to make it enforceable.

(c) be substantially in accordance with one of the forms of Bid Security or Bid-Securing Declaration included in Section X "Security Forms," or other form approved by the

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[13] *The period is a realistic time, usually not less than 35 days nor more than 105, allowing for bid evaluation, clarifications, and the World Bank's "no objection" (where awards of Contract are subject to prior review).*

Purchaser prior to bid submission;

(d) be payable promptly upon written demand by the GOL in case the conditions listed in ITB Clause 17.5 are invoked;

(e) be submitted in its original form; copies shall 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 16.2.

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the GOL as non-responsive.

17.4 The Bid Security or the Bid- Securing Declaration of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.

17.5 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 Sheet, except as provided in ITB Sub-Clause 16.2; or

(b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.

(c) if the successful Bidder fails within the specified time to:

(i) sign the Contract; or

(ii) furnish the required performance security .

17.6 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.

18. Alternative Proposals by Bidders

18.1 Alternatives shall not be considered, unless specifically **allowed in the BDS.** If so allowed, ITB Sub-Clauses 18.1 and 18.2 shall govern, and BDS shall specify which of the following options shall be allowed:

(a) Option One. A bidder may submit alternative bids with the base bid and the PE shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid, or

(b) Option Two. A bidder may submit an alternative bid with or without a bid for the base case. All bids received, for the base case, as well as alternative bids meeting the technical specifications and performance requirements pursuant to Section VII, shall be evaluated on their own merits.

18.2 Alternative bids shall provide all information necessary for a complete evaluation of the alternative by the Bid Evaluation Panel (BEP) of the PE, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 13, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS,** and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clause 5.3 (a). All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the PE, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

19.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

20. Submission, Sealing and Marking of Bids

20.1 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. Bidders submitting bids electronically shall follow the procedures **specified in the BDS.** The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES."

20.2 The inner and outer envelopes shall

(a) be addressed to the PE at the address[14] **provided in the BDS;**

(b) bear the name and identification number of the Contract as **defined in the BDS** and SCC; and

(c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the PE shall assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Sub-mission of Bids

21.1 Bids shall be delivered to the PE at the address specified above no later than the time and date **specified in the BDS.**

21.2 The PE may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the PE and the bidders previously subject to the original deadline shall then be subject to the new deadline.

[14] *The receiving address should be an office that is staffed during normal working hours by personnel authorized to certify time and date of receipt and assure safekeeping until Bid opening. A post office address is not satisfactory. The address must be the same as the receiving address described in the Invitation for Bids.*

22. Late Bids

22.1 Any Bid received by the PE after the deadline prescribed in ITB Clause 21 shall be returned unopened to the Bidder.

23. Withdrawal, Substitution and Modification of Bids

23.1 Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked or "WITHDRAWAL," SUBSTITUTION," OR "MODIFICATION" as appropriate.

23.3 No Bid may be substituted or modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid -Securing Declaration pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause or included in the initial Bid

E. Bid Opening and Evaluation

24. Bid Opening

24.1 The PE shall open the bids, including modifications made pursuant to Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.** Any specific opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 20.1, shall be as specified in the BDS.

24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.

24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions, or modifications, the presence or absence of Bid Security or Bid-Securing Declaration, if required, and such other details as the PE may consider appropriate, shall be announced by the Procurement Committee of the PE at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22. Substitution Bids and modifications submitted pursuant to ITB Clause 23 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids shall be returned un-opened to bidders

24.4 The PE shall prepare Minutes of the Bid Opening, including the information disclosed, to those present, in accordance with ITB Sub-Clause 24.3.[15]

25. Confidentiality

25.1 Information relating to the Examination, Clarification, Evaluation, and Comparison of Bids and Recommendations for the Award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence the PE's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, 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.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of Bids, the PE may, at the PE's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates.[16] The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the GOL in the evaluation of the Bids in accordance with ITB Clause 28.

27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of Bids, the PE shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the Security or the Bid Securing Declaration, if required; and (d) is substantially responsive to the requirements of the Bidding Documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the PE's or GOL's rights or the Bidder's obligations under the

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15 *In respect of the World Bank (and generally donor funded jobs) A copy of the minutes should be sent by the GOL to the World Bank together with the Bid evaluation report, for contracts subject to prior review.*

16 *In lump sum contracts, delete "unit rates" and replace with "the prices in the Activity Schedule."*

Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it shall be rejected by the PE and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive shall be checked by the PE for any arithmetic errors. Errors shall be corrected by the PE as follows:[17]

(a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the PE there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

28.2 The amount stated in the Bid shall be adjusted by the PE in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited or the Bid-Securing Declaration executed in accordance with ITB Sub-Clause 17.5 (b).

29. Currency for Bid Evaluation

29.1 Bids shall be evaluated as quoted in the currency of the Republic of Liberia in accordance with ITB Sub-Clause 15.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 15.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to the currency of the Republic of Liberia using the exchange rates prescribed in ITB Sub-Clause 15.2.

[17] *In lump sum contracts, delete from "as follows" to the end, and replace with the following: "as follows: where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern."*

30. Evaluation and Comparison of Bids

30.1 The BEP of the PE shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the BEP shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

(b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities,[18] but including Daywork,[19] where priced competitively;

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The PE reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the PE shall not be taken into account in Bid Evaluation.

30.4 The estimated effect of any price adjustment conditions under GCC Clause 47, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

30.5[20]

31. Preference for Domestic Bidders

31.1 If so **indicated in the BDS,** domestic contractors may receive a margin of preference in Bid Evaluation, for which this clause shall apply.[21]

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18 *In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."*

19 *Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the GOL must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the bidders' quoted rates and included in the total Bid price.*

20 *If the Bidding Documents include two or more lots, add ITB Sub-Clause 30.5: "In the case of several lots, pursuant to ITB Sub-Clause 30.2 (d), the PE shall determine the application of discounts so as to minimize the combined cost of all the lots."*

21 *This Clause may be used only where the domestic preference is expressly permitted by the Loan Agreement.*

31.2 Domestic bidders shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a 10 percent margin of preference in the comparison of their bids with those of bidders who do not qualify for the preference. They should:

(a) be registered within the country of the Republic of Liberia;

(b) have majority ownership by nationals of the Republic of Liberia;

(c) not subcontract more than 10 percent of the Contract Price, excluding provisional sums, to foreign contractors.

31.3 The following procedure shall be used to apply the margin of preference:

(a) Responsive bids shall be classified into the following groups:

(i) Group A: bids offered by domestic bidders and joint ventures meeting the criteria of ITB Sub-Clause 31.2; and

(ii) Group B: all other bids.

(b) For the purpose of further evaluation and comparison of bids only, an amount equal to 10 percent of the evaluated Bid prices determined in accordance with ITB Sub-Clause 30.2 shall be added to all bids classified in Group B.

F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the Contract shall be awarded to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

33. PE's Right to Accept any Bid and to Reject any or all Bids

33.1 Notwithstanding ITB Clause 32, the PE reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the PE's action.[22]

34. Notification of Award and Signing of Agreement

34.1 The Bidder whose Bid has been accepted shall be notified of the award by the PE prior to expiration of the Bid validity period in writing. This letter (hereinafter and in the GCC called the "Letter of Acceptance") shall state the sum that the PE shall pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

34.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 34.3.

34.3 The Agreement shall incorporate all agreements between the GOL and the successful Bidder. It shall be signed by the GOL and sent to the successful Bidder, within 28 days following the Letter of Acceptance's date. Within 21 days of receipt, the successful Bidder shall sign the Agreement and deliver it to the GOL.

34.4 The PE shall publish in the *(insert appropriate publication) e.g. Public Procurement Bulletin)* 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 for the failure of their bids. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Purchaser in writing to explain on which grounds its bid was not selected.

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[22] *PE's shall not reject bids or annul bidding processes, except as permitted by virtue of the Public Procurement & Concessions Act (PPCA).*

35. Performance Security

35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall sign the contract and deliver to the PE a Performance Security in the amount stipulated in the GCC and in the form (**Bank** Guarantee or Bond) **stipulated in the BDS,** denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the GCC.

35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a bank located in the country of the PE, or by a foreign bank acceptable to the PE through a correspondent bank located in Liberia.

35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the PE.

35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clauses 35.1 and 34.3 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. Upon the successful Bidder's, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 35.1, the PE shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Clause 17.4.

36. Advance Payment and Security

36.1 The PE shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as **stated in the BDS.** The Advance Payment shall be guaranteed by a Security. Section X "Security Forms" provides a Bank Guarantee for Advance Payment form.

37. Adjudicator

37.1 The PE proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS,** plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the PE has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the BDS and the SCC at the request of either party.

Section II. Bidding Data Sheet

A. General	
ITB 1.1	The Employer is: **Liberia Electricity Corporation** The name and identification of the contract is**: Construction of Two District Offices for the Liberia Electricity Corporation (IFB No: LEC/NCB/CDO/029/2026)**
ITB 1.2	The Intended Completion Date is: **TBD**
ITB 2.1	The Source of Funds is**: LEC Operating Budget for the Fiscal Year 2026**
ITB 2.1	The Project is: **Construction of Two District Offices for the Liberia Electricity Corporation (IFB No: LEC/NCB/CDO/029/2026)**
ITB 5.3	The information required from bidders in ITB Sub-Clause 5.3 is modified as follows: (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder. (b) Written power of attorney of the signatory of the Bid to commit the Bidder (c) Total monetary value of construction works performed for each of the last two years (d) Experience in works of a similar nature and size for each of the last two years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts; (e) Major items of construction equipment proposed to carry out the Contract (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditors' reports for the past three years; (g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources); (h) Information regarding any litigation, current or during the last three years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards; (i) Evidence of payment of social security contributions, where

	applicable
ITB 5.3 (j)	The threshold for sub-contractor's participation is**: Not Applicable.**
ITB 5.4	The qualification data required from bidders in ITB Sub-Clause 5.4 are modified as follows**: None.**
ITB 5.5	The qualification criteria in ITB Sub-Clause 5.5 are modified as follows: **Lot I: Construction of District Office for the Liberia Electricity Corporation in Montserrado County** **Preliminary Criteria:** ▪ **Notarized Power of Attorney or Ownership declaration if the provider is the sole proprietor** ▪ **Bid Securing Declaration** ▪ **Current Business Registration Certificate** ▪ **Valid Tax Clearance Certificate** ▪ **Valid PPCC Certificate of Registration** **Detailed Criteria:** ▪ **Certificate from the Ministry of Public Works/CCCS Certificate (C) Category minimum** ▪ **Valid Association of Liberian Construction Contractors** ▪ **List of Equipment available for the Execution of the works as indicated in ITB 5.5 (c)** **Financial Criteria:** ▪ **Upload of financial proposal** **Lot II: Construction of District Office for the Liberia Electricity Corporation in Margibi County** **Preliminary Criteria:** ▪ **Notarized Power of Attorney or Ownership declaration if the provider is the sole proprietor** ▪ **Bid Securing Declaration** ▪ **Current Business Registration Certificate** ▪ **Valid Tax Clearance Certificate** ▪ **Valid PPCC Certificate of Registration** **Detailed Criteria:** ▪ **Certificate from the Ministry of Public Works/CCCS Certificate (C) Category minimum**

	▪ **Valid Association of Liberian Construction Contractors** ▪ **List of Equipment available for the Execution of the works as indicated in ITB 5.5 (c)** **Financial Criteria:** ▪ **Upload of financial proposal**
ITB 5.5 (a)	The multiple is: Annual Average Turnover of **US$150,000.00** within the last two (2) years.
ITB 5.5 (b)	The number is: **Two Contracts** The period is: **Two Years**
ITB 5.5 (c)	The essential equipment to be made available for the Contract by the successful Bidder shall be:

Type of Equipment*	
Equipment and characteristics	**Minimum Number Required**
Concrete mixer	1
Pick-up	1
Hand compactor	2
Concrete Vibrator	2
Dump Truck	1
Cranes Truck	1
Front End Loader	1
Vibro-rollers	2
Forklift	1
Walk- Behind Vibratory Roller	1
Scaffold	Sufficient
Rebar bending/cutting machines	1
Electrical & Plumbing Installation Tools	Sufficient
Carpentry Tools	Sufficient
Masonry Tools	Sufficient
Welding Machine	2

Note: All tools where the minimum number required is referred to as sufficient imply that they are sufficient to execute this project. You are required to outline this in detail as well.

ITB 5.5 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: **US$150,000.00**
ITB 5.6	Subcontractors' experience and resources **shall not** be taken into

	account.
B. Bidding Documents	
ITB 10.1	The Employer's address for clarification is**: e-GP Platform**
C. Preparation of Bids	
ITB 12.1	The language of the bid is: **English**
ITB 13.1	Any additional materials required to be completed and submitted by the Bidders are**: None.**
ITB 14.4	The Contract **is not** subject to price adjustment in accordance with GCC Clause 47.
ITB 15.1	The currency of the Republic of Liberia is the **Liberian Dollar** **Bidders are required to quote their prices in United States Dollars.**
ITB 15.2	The authority for establishing the exchange rates shall be the **Central Bank of Liberia.**
ITB 15.4	Bidders **are not** required to substantiate the rates and prices.
ITB 16.1	The Bid shall be valid for **90 days.**
ITB 17.1	**Bidder shall submit a Bid-Securing Declaration along with its bid.**
ITB 17.2	The Bid Security amount is: **Not Applicable**
ITB 18.1	Alternative Bids **shall not be** considered.
ITB 19.1	The number of copies of the Bid to be completed and returned shall be: **N/A**
D. Submission of Bids	
ITB 20.1	Bidders shall submit their bids electronically **through the e-GP Platform**
ITB 20.2 (a)	The Procuring Entity's address for the purpose of Bid submission is: **Attention: The Managing Director** **Waterside, Monrovia, Liberia**
ITB 20.2	Name and Identification number of the contract as given in ITB

(b)	**Construction of Two District Offices for the Liberia Electricity Corporation (IFB No: LEC/NCB/CDO/029/2026)**
ITB 20.2 (c)	The warning should read **DO NOT OPEN BEFORE Tuesday, October 6, 2026, at 11:30 AM local time.**
ITB 21.1	The deadline for submission of bids shall be: **Tuesday, October 6, 2026, at 11:30 AM local time.**
E. Bid Opening and Evaluation	
ITB 24.1	The bid opening shall take place electronically through the e-GP Platform Date: **Tuesday, October 6, 2026** Time: **11:30 AM local time**
ITB 31.1	Domestic contractors **shall not** receive a margin of preference in the Bid evaluation.
F. Award of Contract	
ITB 35.1	The Standard Form of Performance Security acceptable to the GOL shall be: **None.**
ITB 36.1	The Advance Payment shall be limited to **Twenty (20%)** percent of the Contract Price.
ITB 37.1	The Adjudicator proposed by the PE is: **TBD.** The hourly fee for this proposed Adjudicator shall be **US$50.00/hour (all inclusive)**. The biographical data of the proposed Adjudicator is as follows: Experience: Nationality:

Section III. Eligible Countries

For the information of bidders, at the present time, firms, goods, and services from the following countries are excluded from this bidding:

(a) None

(b) None

Section IV. Forms of Bid, Qualification Information, Letter of Acceptance and Agreement

1. Contractor's Bid

*The **Bidder** shall fill in and submit this Bid form with the Bid.*

If the Bidder object to the Adjudicator proposed by the GOL in the Bidding Documents, it should so state in its Bid, and present and alternative candidate together with the candidate's daily fees and biographical data, in accordance with ITB Clause 37.

date]

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

To: *[name and address of PE]*

Having examined the Bidding Documents, including addenda *[insert list],* we offer to execute the *[name and identification number of Contract]* in accordance with the GCC accompanying this Bid for the Contract Price of *[insert amount in numbers]*, *[insert amount in words] [insert name of currency]*.

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equals *[insert local]*	Inputs for which foreign currency is required
(a)			
(b)			

The advance payment required is:

Amount	Currency
(a)	
(b)	

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and, if required, Bid Security or Bid-Securing Declaration as required by the Bidding Documents and specified in the BDS.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1;

We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and prpose instead the *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

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 by the **GOL**, or under the GOL's country laws or official regulations, in accordance with ITB Sub-Clauses 4.3 and 4.4.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
(if none, state "none")		

Authorized Signature: ____________________

Name and Title of Signatory: ____________________

Name of Bidder: ____________________

Address: ____________________

2. Qualification Information

*[The information to be filled in by **bidders** in the following pages shall be used for purposes of post-qualification or for verification of pre-qualification as provided for in ITB Clause 5. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for pre-qualification verification, the Bidder should fill in updated information only.]*

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 Annual amounts of construction works performed during the last *[insert number pursuant to BDS sub clause 4.5(a)]* years *[insert amounts in the national currency equivalent]*

1.3 Number *[insert number pursuant to BDS sub clause 4.5 (b)]* of works of a nature and amount similar to the Works performed as prime Contractor over the last *[insert number pursuant to BDS 4.5(b)]* years. *[The amounts should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date(s).]*

Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract (national currency equivalent)
(a) (b)			

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. *[List all information requested below. Refer also to ITB Sub-Clause 5.3 (d).]*

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a) (b)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. *[Attach biographical data. Refer also to ITB Sub-Clause 5.3 (e) and GCC Sub-Clause 9.1.]*

Position	Name	Years of experience (general)	Years of experience in proposed position
(a) (b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a) (b)			

1.7 Financial reports for the last three (3) years: balance sheets, profit and loss statements, auditors' reports, etc. ***List below and attach copies.***

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. **List below and attach copies of support documents.**

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the GOL/PE.

1.10 Information on current litigation(s) in which the Bidder is involved.

1.11 Evidence of payment of social security contributions, where applicable

Other party(ies)	Cause of dispute	Amount involved
(a) (b)		

1.11 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the joint venture.

2.2 The information in 1.11 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the BDS.

3. Letter of Acceptance

[letterhead paper of the Procuring Entity or GOL]

[insert date]

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

To: *[insert name and address of the Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the SCC]* for the Contract Price of the equivalent[23] of *[insert amount in numbers and words] [insert name of currency]*, as corrected and modified[24] in accordance with the Instructions to Bidders is hereby accepted by us.

[insert one of the following (a) or (b) options]

(a) We accept that *[insert name proposed by bidder]* be appointed as the Adjudicator.

(b) We do not accept that *[insert name of proposed by bidder]* be appointed as Adjudicator and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority], we are hereby requesting [insert name],* the Appointing Authority to appoint the Adjudicator in accordance with ITB Clause 37.1.

You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Contract Documents, (b) sign and return the attached Contract Documents, and (c) forward the performance security pursuant to ITB Sub-Clause 35.1, i.e., within 21 days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1

Authorized Signature: ____

Name and Title of Signatory: ____

Name of PE: ____

Attachment: Agreement

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23 *Delete "of the equivalent" if the Contract Price is expressed wholly in one currency.*

24 *Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.*

4. Agreement

This Agreement, made the *[insert day]* day of *[insert month]*, *[insert year]* between *[insert name and address of GOL/PE]* (hereinafter called "the Employer") and *[insert name and address of Contractor]* (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute *[insert name and identification number of Contract]* (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of *[Witness entity]*____
was hereunto affixed in the presence of: ____

Signed, Sealed, and Delivered by the said ____
in the presence of: ____

Binding Signature of Employer *[signature of an authorized representatives of the GOL]*

Binding Signature of Contractor *[signature of an authorized representative of the Contractor]*

Note:
Representatives of the GOL serving as authorized signatories shall include:

1. *The Minister Responsible for Finance ;*
2. *The Minister Responsible for Justice;*
3. *The Head of the Procuring Entity executing the Project.*

Section V. General Conditions of Contract

Table of Clauses

General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

(a) The **Adjudicator** is the person appointed jointly by the PE and the Contractor to resolve disputes in the first instance, as provided for in GCC Clauses 24 and 25 hereunder.

(b) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

(c) **Compensation Events** are those defined in GCC Clause 44 hereunder.

(d) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1.

(e) The **Contract** is the Contract between the GOL/PE and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Clause 2.3 below.

(f) The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the PE.

(g) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the PE.

(h) The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

(i) **Days** are calendar days; months are calendar months.

(j) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

(k) A **Defect** is any part of the Works not completed in accordance with the Contract.

(l) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

(m) The **Defects Liability Period** is the period **named in the SCC** Sub-Clause 35.1 and calculated from the Completion Date.

(n) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

(o) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the SCC.**

(p) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

(q) The **Initial Contract Price** is the Contract Price listed in the GOL's Letter of Acceptance.

(r) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

(s) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

(t) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(u) The **Project Manager** is the person **named in the SCC** (or any other competent person appointed by the GOL and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

(v) **SCC** means Special Conditions of Contract

(w) The **Site** is the area **defined as such in the SCC**.

(x) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(y) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

(z) The **Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

(aa) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(bb) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(cc) A **Variation** is an instruction given by the Project Manager which varies the Works.

(dd) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the GOL, **as defined in the SCC.**

2. Interpretation

2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is **specified in the SCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(ee) Agreement,

(ff) Letter of Acceptance,

(gg) Contractor's Bid,

(hh) Special Conditions of Contract,

(ii) General Conditions of Contract,

(jj) Specifications,

(kk) Drawings,

(ll) Bill of Quantities,[25] and

(mm) any other document **listed in the SCC** as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are **stated in the SCC**.

4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the SCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as **referred to in the SCC,** to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

9.2 If the Project Manager asks the Contractor to remove a person

[25] *In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."*

who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not

Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports **referred to in the SCC,** supplemented by any information available to the Bidder.

15. Queries about the Special Conditions of Contract

15.1 The Project Manager shall clarify queries on the **SCC.**

16. Contractor to Construct the Works

16.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

17. The Works to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

18. Approval by the Project Manager

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

23. Instructions, Inspections and Audits

23.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

24. Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

25. Procedure for Disputes

25.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

25.2 The Adjudicator shall be paid by the hour at the **rate specified in the BDS and SCC,** together with reimbursable expenses of the types specified in the Contract Data, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

25.3 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified **in the SCC.**

26. Replacement of Adjudicator

26.1 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

B. Time Control

27. Program

27.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

27.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

27.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

28.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

28.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

29. Acceleration

29.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

29.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

30. Delays Ordered by the Project Manager

30.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

31.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

32.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

32.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

33. Identifying Defects

33.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

34. Tests

34.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

35. Correction of Defects

35.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the SCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

36. Uncorrected Defects

36.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

37. Bill of Quantities[26]

37.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities[27]

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial

[26] *In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule," and replace GCC Sub-Clauses 37.1 and 37.2, as follows:*

37.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The activities on the Activity Schedule shall be coordinated with the activities on the Program.

37.2 The Contractor shall show delivery of Materials to the Site separately on the Activity Schedule if payment for Materials on Site shall be made separately.

Contract Price, the Project Manager shall adjust the rate to allow for the change.

38.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

38.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

39.1 All Variations shall be included in updated Programs[28] produced by the Contractor.

40. Payments for Variations

40.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.[29]

40.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

40.4 If the Project Manager decides that the urgency of varying the

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[27] *In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule," and replace entire GCC Clause 38 with new GCC Sub-Clause 38.1, as follows:*

38.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

[28] *In lump sum contracts, add "and Activity Schedules" after "Programs."*

[29] *In lump sum contracts, delete this paragraph.*

work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

41. Cash Flow Forecasts

41.1 When the Program[30] is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

42. Payment Certificates

42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

42.3 The value of work executed shall be determined by the Project Manager.

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.[31]

42.5 The value of work executed shall include the valuation of Variations and Compensation Events.

42.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

43.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

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30 *In lump sum contracts, add "or Activity Schedule" after "Program."*

31 *In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."*

43.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

43.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

43.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

44.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 21.1.

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Project Manager unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer's Risks.

(k) The Project Manager unreasonably delays issuing a Certificate of Completion.

44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

45. Tax

45.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 47.

46. Currencies

46.1 Where payments are made in currencies other than the currency of the Republic of Liberia, **specified in the SCC,** the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

47. Price Adjustment

47.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, before deducting for

Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$\mathbf{P_c = A_c + B_c \ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients[32] **specified in the SCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

47.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

48. Retention

48.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the SCC** until Completion of the whole of the Works.

48.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

48.3 On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee.

49. Liquidated

49.1 The Contractor shall pay liquidated damages to the Employer at

[32] *The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.*

Damages the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 43.1.

50. Bonus

50.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

51. Advance Payment

51.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC,** against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

51.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

51.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

52. Securities

52.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC,** by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

53. Dayworks

53.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

53.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

53.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

54. Cost of Repairs

54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

55. Completion

55.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

56. Taking Over

56.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

57. Final Account

57.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

58. Operating and Maintenance Manuals

58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC.**

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC,** or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

59. Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;

(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a Security, which is required; and

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC.**

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(i) (iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, 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;

59.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

60. Payment

60.1 If the Contract is terminated because of a fundamental breach of

upon Termination

Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

61. Property

61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

62. Release from Performance

62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

63. Suspension of World Bank Loan or Credit

63.1 In the event that the World Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

(a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the World Bank's suspension notice.

(b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice.

Section VI. Special Conditions of Contract

A. General	
GCC 1.1 (m)	The Defects Liability Period is: **None**
GCC 1.1 (o)	**The Employer is: Liberia Electricity Corporation (LEC)**
GCC 1.1 (r)	The Intended Completion Date for the whole of the Works shall be: **TBD**
GCC 1.1 (u)	The Project Manager is: **TBD**
GCC 1.1 (w)	The Site is located at **LEC's Bushrod Compound** and is defined in the bidding document.
GCC 1.1 (z)	The Start Date shall be: **Five (5) days after the contract signature**.
GCC 1.1 (dd)	The Works consist of: ***(Please see Scope of Work for details).***
GCC 2.2	Sectional Completions are: **N/A**
GCC 2.3(i)	The following documents also form part of the Contract: **Equipment List and Personnel list.**
GCC 3.1	The language of the contract is: **English** The law that applies to the Contract is the law of **the Republic of Liberia**.
GCC 8.1	Schedule of other contractors: **N/A**
GCC 9.1	Key Personnel: **Yes**
GCC 13.1	The minimum insurance amounts and deductibles shall be: (for loss or damage to the Works, Plant, and Materials: US$30 000.00. (b) for loss or damage to Equipment: US$15,000.00 (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract US$5,000.00 (d) for personal injury or death: (i) of the Contractor's employees: In accordance with the Liberia Workmen Compensation Act. (ii) other people: US$15,000.00
GCC 14.1	Site Investigation Reports are: **Not Required**

GCC 15.1	Queries: Not **Required**
GCC 21.1	The Site Possession Date(s) shall be: **Five (5) days after the contract signature.**
GCC 25.2	Fees and types of reimbursable expenses to be paid to the Adjudicator: **US$50/hr. of work.**
GCC 25.3	Institution whose arbitration procedures shall be used: **Institution of Engineers.**
GCC 26.1	Appointing Authority for the Adjudicator: **President of the Institution of Engineers.**
B. Time Control	
GCC 27.1	The Contractor shall submit a Program for the Works for approval within **five (5) days** from the date of the Letter of Acceptance.
GCC 27.3	The period between Program updates is: **14 days.** The amount to be withheld for late submission of an updated Program is: **US$5,000.00**
C. Quality Control	
GCC 35.1	The Defects Liability Period is: **Three Months.**
D. Cost Control	
GCC 43.1	**Payment Terms:** Payments will be made to the selected Contractor in according with the below trenches: (a) 20% Advance payment for Mobilization after contract Signature. (b) 30% payment upon completion and acceptance of 50% of the entire Work. (c) 30 % payment upon completion and acceptance of one hundred percent (100%) of the entire Work and certified by the Construction Supervisor. (d) 15% payment upon inspection of the Work and satisfactory to the LEC (e) Balance 5% payment after completion of Defect liability period of three months (90 days) after final acceptance by the LEC.

	NB: The payment shall be subject to the Government of Liberia Tax Law.
GCC 46.1	The currency of the Republic of Liberia country is: Liberian Dollars. **However, bidders are required to quote their prices in United States Dollars.**
GCC 47.1	The Contract **is not** subject to price adjustment in accordance with GCC Clause 47, and the following information regarding coefficients and the following information regarding coefficients does not apply. The coefficients for adjustment of prices are: **N/A**
GCC 48.1	The proportion of payments retained is: **N/A**
GCC 49.1	The liquidated damages for the whole of the Works are: **1%** per week. The maximum amount of liquidated damages for the whole of the Works is **5%** of the final Contract Price.
GCC 50.1	The Bonus for the whole of the Works is: **(Not Applicable)** per day. The maximum amount of Bonus for the whole of the Works is **(Not Applicable)** of the final Contract Price.
GCC 51.1	The Advance Payments shall be: **20% of the contract price** and shall be paid to the Contractor no later than **28 days.**
GCC 52.1	The Performance Security amount is: **Yes**
E. Finishing the Contract	
GCC 58.1	The date by which operating and maintenance manuals are required is: **N/A** The date by which "as built" drawings is required is: **N/A**
GCC 58.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1
GCC 59.2 (g)	The maximum number of days is: **30 days.**
GCC 60.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is: **N/A**

Section VII. Bill of Quantities

Lot I: Construction of District Office for the Liberia Electricity Corporation in Montserrado County for the Liberia Electricity Corporation					
Section	**Description**	**Quantity**	**Unit**	**Unit Price (USD)**	**Amount (USD)**
STEEL RODS					
Steel Rods	14mm Steel rod	2,100.00	pcs		
	8mm Steel rod	602.00	pcs		
	10mm Steel rod	2,250.00	pcs		
	Tie wire	60.00	rolls		
SUB TOTAL A:					
SUPER STRUCTURE					
Super Structure	8" Blocks	2,900.00	pcs		
	6" Blocks	24,300.00	pcs		
	Rough Sand	18.00	loads		
	Smooth Sand	16.00	loads		
	Laterite	14.00	loads		
	Premix Concrete	305.00	cbm		
	12mm Crushed rock	8.00	loads		
	Cement	3,000.00	bags		
SUB TOTAL B:					
TILE LAYING					
Tile Laying	24"x24" Floor tile	1,500.00	ctns		
	12"x24" Wall tile	260.00	ctns		
	Tile spacer	80.00	pks		
	Tile glue	100.00	bags		
	Grout	20.00	ctns		
	Tile cutting disc	20.00	pcs		
SUB TOTAL C:					
ROOFING					
Roofing	28g Roofing sheet	28.00	bdls		
	Cummin	40.00	sheets		
	Gutter flat sheet	20.00	sheets		
	Roofing nail	8.00	ctns		

	Roofing felt	6.00	rolls		
	2"x6"x14' wood	80.00	pcs		
	2"x4"x14' wood	300.00	pcs		
	2"x2"x14' wood	200.00	pcs		
	Assorted wire nail	60.00	ctns		
SUB TOTAL D:					
CEILING					
Ceiling	2"x2"x14' wood	1,650.00	pcs		
	1/4" Plywood	700.00	pcs		
	Ceiling Strips (corner)	400.00	pcs		
	Assorted wire nails	120.00	ctns		
	Assorted steel nail	20.00	ctns		
SUB TOTAL E:					
FROMWORK					
Formwork	2"x4"x14' wood	600.00	pcs		
	Wawa board	1,600.00	pcs		
	2"x2"x14' wood	200.00	pcs		
	Construction plastic	30.00	rolls		
	Ground pole	4,000.00	pcs		
	Assorted wire nails	150.00	ctns		
	Assorted steel nail	6.00	ctns		
SUB TOTAL F:					
FENCE WALL					
Fence Wall	6" Blocks	6,500.00	pcs		
	12mm Steel rod	200.00	pcs		
	6mm Steel rod	60.00	pcs		
	Tie wire	12.00	rolls		
	Wawa board	160.00	pcs		
	2"x2"x14' wood	100.00	pcs		
	12mm crushed rock	4.00	loads		
	Rough sand	5.00	loads		
	Smooth sand	8.00	loads		
	Cement	700.00	bags		
	Fence gate	2.50	pcs		

SUB TOTAL G:					
CAR PORT					
Car Port	3" Galvanize pipe	17.00	pcs		
	2" Galvanize pipe	15.00	pcs		
	1.5" Steel pipe	20.00	pcs		
	2" angle bar	12.00	pcs		
	Cutting disc	10.00	pcs		
	Welding rod	10.00	pks		
	Grinding disc	5.00	pcs		
	Anti-rust paint	5.00	gallons		
	Thinner	10.00	gallons		
	28g roofing sheet	2.00	bdls		
	Galvanize screws	4.00	boxes		
	Roller brush	4.00	pcs		
SUB TOTAL H:					
PLUMBING					
Plumbing	4" PVC pipe	32.00	pcs		
	2" PVC pipe	36.00	pcs		
	1/4" pipe	46.00	pcs		
	Assorted 4" PVC elbow	120.00	pcs		
	Assorted 2" PVC elbow	120.00	pcs		
	4" PVC coupling	40.00	pcs		
	2" PVC coupling	40.00	pcs		
	Assorted 1/4" elbows	150.00	pcs		
	Finishing elbow	64.00	pcs		
	PVC glue	8.00	tins		
	Commode	32.00	pcs		
	Face basin	16.00	pcs		
	2"x4" reducer	16.00	pcs		
SUB TOTAL I:					
ELECTRICAL					
Electrical	3/4" Orange pipe	58.00	rolls		
	Junction cup	80.00	pcs		
	Utility cup	240.00	pcs		

	Panel box	4.00	pcs		
	Lamp holder	160.00	pcs		
	2-way switch	40.00	pcs		
	Single pole switch	120.00	pcs		
	Receptacle	220.00	pcs		
	16mm Single cable	100.00	yards		
	10mm Single cable	4.00	rolls		
	1.5mm Single cable	38.00	rolls		
	2.5mm Single cable	48.00	rolls		
	Electrical tape	10.00	packs		
	Light bulbs	160.00	pcs		
SUB TOTAL J:					
DOORS					
Doors	Double door (panel)	20.00	pcs		
	Single door (panel)	96.00	pcs		
	Door hinge	136.00	pcs		
	Door lock	136.00	pcs		
	Warehouse gate	1.00	double		
SUB TOTAL K:					
WINDOWS					
Windows	Double sliding window	32.00	pcs		
	Small window	32.00	pcs		
SUB TOTAL L:					
PAINTING					
Painting	Water paint	40.00	bkts		
	Oil paint	20.00	glls		
	Thinner	30.00	glls		
	Putty	100.00	bags		
	Paint roller rough	20.00	pcs		
SUB TOTAL M :					
Yard Casting	Total cost for yard casting	1.00	lot		
TOTAL MATERIAL COST					

Labor Cost 15% of material cost:				
Contingency 5% of material Cost:				
Transportation 5% of material cost				
GRAND TOTAL				

Lot II: Construction of District Office for the Liberia Electricity Corporation in Margibi County for the Liberia Electricity Corporation					
Section	**Description**	**Quantity**	**Unit**	**Unit Price (USD)**	**Amount (USD)**
STEEL RODS					
Steel Rods	14mm Steel rod	2,100.00	pcs		
	8mm Steel rod	602.00	pcs		
	10mm Steel rod	2,250.00	pcs		
	Tie wire	60.00	rolls		
SUB TOTAL A:					
SUPER STRUCTURE					
Super Structure	8" Blocks	2,900.00	pcs		
	6" Blocks	24,300.00	pcs		
	Rough Sand	18.00	loads		
	Smooth Sand	16.00	loads		
	Laterite	14.00	loads		
	Premix Concrete	305.00	cbm		
	12mm Crushed rock	8.00	loads		
	Cement	3,000.00	bags		
SUB TOTAL B:					
TILE LAYING					
Tile Laying	24"x24" Floor tile	1,500.00	ctns		
	12"x24" Wall tile	260.00	ctns		
	Tile spacer	80.00	pks		
	Tile glue	100.00	bags		
	Grout	20.00	ctns		
	Tile cutting disc	20.00	pcs		
SUB TOTAL C:					
ROOFING					
Roofing	28g Roofing sheet	28.00	bdls		
	Cummin	40.00	sheets		
	Gutter flat sheet	20.00	sheets		
	Roofing nail	8.00	ctns		

	Roofing felt	6.00	rolls		
	2"x6"x14' wood	80.00	pcs		
	2"x4"x14' wood	300.00	pcs		
	2"x2"x14' wood	200.00	pcs		
	Assorted wire nail	60.00	ctns		
SUB TOTAL D:					
CEILING					
Ceiling	2"x2"x14' wood	1,650.00	pcs		
	1/4" Plywood	700.00	pcs		
	Ceiling Strips (corner)	400.00	pcs		
	Assorted wire nails	120.00	ctns		
	Assorted steel nail	20.00	ctns		
SUB TOTAL E:					
FROMWORK					
Formwork	2"x4"x14' wood	600.00	pcs		
	Wawa board	1,600.00	pcs		
	2"x2"x14' wood	200.00	pcs		
	Construction plastic	30.00	rolls		
	Ground pole	4,000.00	pcs		
	Assorted wire nails	150.00	ctns		
	Assorted steel nail	6.00	ctns		
SUB TOTAL F:					
FENCE WALL					
Fence Wall	6" Blocks	6,500.00	pcs		
	12mm Steel rod	200.00	pcs		
	6mm Steel rod	60.00	pcs		
	Tie wire	12.00	rolls		
	Wawa board	160.00	pcs		
	2"x2"x14' wood	100.00	pcs		
	12mm crushed rock	4.00	loads		
	Rough sand	5.00	loads		
	Smooth sand	8.00	loads		
	Cement	700.00	bags		
	Fence gate	2.50	pcs		

SUB TOTAL G:					
CAR PORT					
Car Port	3" Galvanize pipe	17.00	pcs		
	2" Galvanize pipe	15.00	pcs		
	1.5" Steel pipe	20.00	pcs		
	2" angle bar	12.00	pcs		
	Cutting disc	10.00	pcs		
	Welding rod	10.00	pks		
	Grinding disc	5.00	pcs		
	Anti-rust paint	5.00	gallons		
	Thinner	10.00	gallons		
	28g roofing sheet	2.00	bdls		
	Galvanize screws	4.00	boxes		
	Roller brush	4.00	pcs		
SUB TOTAL H:					
PLUMBING					
Plumbing	4" PVC pipe	32.00	pcs		
	2" PVC pipe	36.00	pcs		
	1/4" pipe	46.00	pcs		
	Assorted 4" PVC elbow	120.00	pcs		
	Assorted 2" PVC elbow	120.00	pcs		
	4" PVC coupling	40.00	pcs		
	2" PVC coupling	40.00	pcs		
	Assorted 1/4" elbows	150.00	pcs		
	Finishing elbow	64.00	pcs		
	PVC glue	8.00	tins		
	Commode	32.00	pcs		
	Face basin	16.00	pcs		
	2"x4" reducer	16.00	pcs		
SUB TOTAL I:					
ELECTRICAL					
Electrical	3/4" Orange pipe	58.00	rolls		
	Junction cup	80.00	pcs		
	Utility cup	240.00	pcs		

	Panel box	4.00	pcs		
	Lamp holder	160.00	pcs		
	2-way switch	40.00	pcs		
	Single pole switch	120.00	pcs		
	Receptacle	220.00	pcs		
	16mm Single cable	100.00	yards		
	10mm Single cable	4.00	rolls		
	1.5mm Single cable	38.00	rolls		
	2.5mm Single cable	48.00	rolls		
	Electrical tape	10.00	packs		
	Light bulbs	160.00	pcs		
SUB TOTAL J:					
DOORS					
Doors	Double door (panel)	20.00	pcs		
	Single door (panel)	96.00	pcs		
	Door hinge	136.00	pcs		
	Door lock	136.00	pcs		
	Warehouse gate	1.00	double		
SUB TOTAL K:					
WINDOWS					
Windows	Double sliding window	32.00	pcs		
	Small window	32.00	pcs		
SUB TOTAL L:					
PAINTING					
Painting	Water paint	40.00	bkts		
	Oil paint	20.00	glls		
	Thinner	30.00	glls		
	Putty	100.00	bags		
	Paint roller rough	20.00	pcs		
SUB TOTAL M :					
Yard Casting	Total cost for yard casting	1.00	lot		
TOTAL MATERIAL COST					

Labor Cost 15% of material cost:				
Contingency 5% of material Cost:				
Transportation 5% of material cost				
GRAND TOTAL				

Section VIII: TECHNICAL SCOPE OF WORKS

1. Project Overview

The project involves the construction of a standardized District Office Complex for the Liberia Electricity Corporation (LEC), to be replicated across multiple locations in Liberia to support decentralization of LEC activities.

Each District Office Complex shall provide:

- Administrative offices (management, engineers, billing, commercial, etc.)
- Customer service hall and service counters
- Meeting room / training room
- Technical services room / control room
- Store for energy meters and accessories
- Storage for cables, poles accessories, and connection materials
- IT/communications room
- Restrooms (staff and public)
- Kitchenette / staff break area
- Security post
- Car port / parking
- External storage and cable yard
- Boundary fence and gate house

All district offices are to maintain similar structure, layouts (with minor site-specific adjustments), and technical standards.

2. Site Works and General Requirements

2.1 Site Preparation

- Topographic survey and setting out of building footprint, fence line, cable yard, and access ways.
- Clearing and grubbing of vegetation within the construction area.
- Stripping of topsoil (unsuitable material) to specified depth and stockpiling or disposal as directed.
- Minor cut and fill to achieve design platform level for buildings and yard.

2.2 Temporary Facilities

- Contractor's site office, storage area, and temporary sanitation facilities.
- Temporary power and water supply for construction works.
- Site security, hoardings/barriers, and safety signage.

2.3 Earthworks and Excavations

- Excavation to required depths for:
    - Building foundations
    - Perimeter fence foundations

    - Underground plumbing and electrical ducts
    - Drainage channels and soakaways
- Provision and compaction of approved backfill around footings, foundations, and services trenches in layers to required compaction standards.

3. Substructure and Foundations

3.1 Foundations

- Foundations shall be designed to suit geotechnical conditions of each site (typically reinforced concrete strip or pad footings).
- Placement of blinding concrete (min. 50 mm) under all structural footings.
- B500 or equivalent high-yield steel reinforcement bars as per structural design.
- Concrete grades:
    - Footings and columns base: minimum C25/30 (or as per design).
    - Ground beams: minimum C25/30.

3.2 Ground Floor Slab

- Hardcore filling using well-compacted laterite or crushed stone.
- Sand blinding and polythene damp-proof membrane (DPM).
- Reinforced concrete ground floor slab with mesh reinforcement as per structural drawings.
- Floor levels coordinated with external yard casting to ensure proper drainage.

4. Super Structure

4.1 Load-Bearing Structure

- Reinforced concrete columns, beams, and lintels as per structural drawings.
- Masonry walls in solid/hollow concrete blocks or stabilized blocks (standard thickness 150–200 mm for external walls; 100–150 mm for internal partitions).
- Structural frame designed to accommodate:
    - Office spaces
    - Customer hall (larger span)
    - Stores (with appropriate loading capacity)
    - Service rooms

4.2 Structural Steel (as required)

- Steel members (if used in canopies, car port, or extended spans) to be hot-rolled sections, properly protected against corrosion (primer + paint or galvanization).
- All welding and bolting to comply with recognized structural steel standards.

5. Steel Rods (Reinforcement)

- Supply, cutting, bending, placement, and tying of reinforcement bars for:
    - Foundations, columns, beams, slabs, lintels, staircases, and retaining structures.
- Reinforcement bars to be high-yield deformed steel (B500B or equivalent), sizes as indicated on structural drawings.
- Provision of appropriate concrete cover using spacers and chairs.
- All works executed following structural engineer’s schedule and relevant codes.

6. Formwork

- Formwork for foundations, columns, beams, slabs, and lintels in timber or metal systems ensuring:
    - Correct alignment, dimensions, and surface finish.
    - Adequate bracing and support to prevent deformation.
- Application of form-release agents to facilitate demoulding.
- Removal of formwork as per specified curing and stripping times.

7. Roofing

7.1 Roof Structure

- Timber or steel trusses engineered for local wind and rainfall conditions.
- Purlins and rafters sized in accordance with structural engineer's design.
- Anticorrosion treatment for all steel members; anti-termite treatment for timber.

7.2 Roof Covering

- Long-span coated metal roofing sheets (e.g., pre-painted aluminum-zinc) with matching accessories (ridge caps, flashings, barge boards).
- Roof slopes designed to ensure rapid rain runoff and minimize leakage.
- Underlay (sarking felt or foil insulation) for heat and moisture control where specified.

7.3 Rainwater Goods

- Gutters and downpipes in PVC or coated metal.
- Proper discharge to ground drains, soakaways, or site stormwater network.

8. Ceiling Works

- Installation of internal ceilings for all habitable spaces and service areas:
    - Material: PVC, gypsum board, or acoustic tiles (as specified).
    - Suspended ceiling systems supported on galvanized steel grids.
- Ceiling access panels provided where necessary (e.g., above equipment rooms, electrical rooms).
- Insulation (thermal/acoustic) in selected areas such as meeting rooms and customer service halls.

9. Wall Finishes and Tile Laying

9.1 Floor Finishes

- Ceramic or porcelain tiles in:
    - Customer service hall
    - Offices
    - Corridors
    - Toilets and washrooms
    - Service rooms (where appropriate)
- Anti-slip tiles in:
    - Restrooms
    - External verandas

- Skirting tiles (min. 100 mm height) to all tiled areas.

9.2 Wall Finishes

- Ceramic wall tiles in:
    - Restrooms (min. 1.8 m height or full height)
    - Kitchenette / staff break area splash zones
- Smooth plaster finishes for painted walls in offices, hallways, and customer areas.

9.3 Screed

- Cement–sand screed as necessary to receive tiles, with proper falls in wet areas toward floor drains.

10. Doors

- Main entrance doors:
    - High-quality aluminum or steel framed glazed doors or solid metal security doors.
- Internal doors:
    - Timber flush doors or composite doors with quality ironmongery (locks, handles, closers).
- Strong room / meter store / cable store doors:
    - Reinforced metal security doors with appropriate locking systems.
- Toilet doors:
    - Moisture-resistant flush doors with suitable hardware and privacy locks.

11. Windows

- Powder-coated aluminum framed windows with glass panes (clear or tinted as specified).
- Provision of burglar-proofing/security bars on ground floor windows and key areas.
- Fly screens where required (e.g., in offices, customer service areas) if specified.
- All windows to ensure adequate natural lighting and ventilation and comply with design elevations.

12. Plumbing and Drainage

12.1 Cold Water Supply

- Connection to existing water mains (or borehole/tank where applicable).
- Distribution network in PPR or PVC pipes to:
    - Toilets & urinals
    - Wash hand basins
    - Kitchenette sink
    - External taps for cleaning and landscaping
- Isolation valves on main branches.

12.2 Sanitary Fixtures

- Installation of:
    - WC bowls with cisterns (separate male, female, and staff toilets)
    - Urinals (in male toilets where required)
    - Hand wash basins with mixers
    - Utility sink(s) in service rooms
- All fixtures to be standard, durable commercial-grade.

12.3 Soil and Waste Drainage

- PVC soil and waste pipes from fixtures to manholes/inspection chambers.
- Vent pipes as required for drainage network.
- Connection to septic tank and soakaway system or municipal sewer (depending on site).

12.4 Stormwater Drainage

- Surface drains, gutters, and downpipe connections to soakaways or drainage channels.
- Proper falls and grading of external paved areas to avoid standing water.

13. Electrical Works

13.1 Power Supply and Distribution

- Main incoming supply from LEC network with suitable metering, cut-outs, and protective devices located in an external or secure meter room.
- Main distribution board (MDB) and sub-distribution boards (SDBs) sized to service:
    - Offices
    - Customer service hall
    - Technical/service rooms
    - IT/communications room
    - Stores
    - External lighting
- Circuit breakers, RCDs/RCBOs as required by design and codes.

13.2 Internal Power and Lighting

- Wiring in conduits (PVC or metal) concealed in walls/ceilings or surface-mounted in service areas.
- Provision of:
    - Adequate socket outlets in offices, customer service counters, and technical areas.
    - Dedicated circuits for IT equipment, printers, A/C units, and specialized equipment.
    - LED lighting fixtures in all rooms, corridors, toilets, and service areas.

    - Emergency lights and exit signs where required.

13.3 External Lighting

- Security lighting around building perimeter, fence, gate, cable yard, and parking area.
- Lighting for main entrance, customer access points, and car port.

13.4 Earthing and Lightning Protection

- Earthing system for the building, including earth pits and earth conductors.
- Surge protection and, where required, lightning protection system (air terminals, down conductors, earth termination).

13.5 ICT / Low Voltage Systems

- Structured cabling (data and voice) to all offices, customer service counters, and IT room.
- Provision for network racks, patch panels, and conduits/trunking.
- Conduits and back boxes for:
    - CCTV surveillance (internal and external)
    - Access control to sensitive rooms (meter store, cable store, technical rooms)
    - Fire alarm and detection devices (smoke detectors, manual call points, sounders).

14. Painting and Decorating

- Internal walls:
    - Smooth plaster finish with emulsion paint (two coats over primer).
- External walls:
    - Weather-resistant acrylic paint in LEC-approved color scheme.
- Metal surfaces (doors, grills, rails):
    - Anti-rust primer and topcoat.
- Wood surfaces:
    - Appropriate sealer, undercoat, and finishing paint/varnish.

15. Fence Wall and Gate

- Perimeter fence wall in blockwork or concrete posts with infill (as per design):
    - Minimum height as specified (e.g., 2.4 m).
- Reinforced concrete or blockwork columns at intervals and at gate posts.
- Provision and installation of:
    - Main vehicular access gate (steel, lockable).
    - Pedestrian access gate.
- Security lighting points on fence and/or poles.

16. Car Port and Parking

- Steel or reinforced concrete structure with metal or similar roofing for car port.

- Parking area with compacted sub-base and wearing surface (concrete or asphalt, as specified).
- Marking of parking bays including designated LEC vehicles and visitors.
- Provision of drainage to prevent water ponding in the parking area.

17. External Works, Yard Casting, and Storage Areas

17.1 Yard Casting

- Site grading to ensure proper drainage away from the building.
- Concrete yard casting for:
    - Walkways around the building
    - Customer access and queuing area
    - External working and loading/unloading areas
- Surface finish to be non-slip and properly jointed.

17.2 Cable and Materials Storage Area

- Designated open or covered yard area for:
    - Cable drums
    - Poles accessories
    - Other connection materials
- Concrete pads or compacted surfaces to support cable drums and heavy materials.
- Delineation of storage zones and safety pathways.

17.3 Landscaping

- Limited landscaping (grass, gravel, or simple planting) where specified.
- Site signage including:
    - LEC District Office identification sign
    - Directional and safety signage.

18. Specialized Rooms and Functional Layout

18.1 Customer Service Hall

- Open-plan area with:
    - Built-in service counters (glazed or open) with access to power, data, and telephones.
    - Queuing area with durable floor finishes.
- Provision for displays (notice boards, digital screens).

18.2 Meter Store

- Secure room with:
    - Reinforced walls/doors.
    - Shelving or racking systems for meters.
    - Controlled access (key/card).

- Adequate ventilation and lighting.

18.3 Cable and Materials Store (Internal)

- High-load shelving/racking for smaller materials (connectors, clamps, etc.).
- Clear circulation for safe handling of materials.

18.4 Technical / Services Room

- Housing for:
    - Electrical panels
    - Control equipment
    - Communications equipment (if separate from IT room)
- Adequate cooling and restricted access.

19. Health, Safety, and Environmental Requirements

- Compliance with national occupational health and safety regulations and good international practice.
- Use of appropriate PPE, safety signage, and barriers.
- Dust and noise control measures.
- Proper management and disposal of construction waste.
- Protection of existing utilities and neighboring properties.

20. Testing, Commissioning, and Handover

- Testing of:
    - Electrical systems (insulation resistance, continuity, functionality).
    - Plumbing and drainage (pressure tests, leak checks, flow tests).
    - Roof and plumbing for watertightness.
- Commissioning of:
    - Electrical installation and lighting
    - Water supply and sanitary installations
    - ICT conduits/structure check
- As-built drawings and O&M manuals for:
    - Electrical system
    - Plumbing/drainage network
    - Structural modifications (if any)
- Formal handover to LEC including defect liability period terms.

21. Materials, Transportation, Labor – Cost Headings

The contractor's Bill of Quantities (BoQ) shall clearly separate, for each major work section:

1. **TOTAL MATERIAL COST**

1. All building materials including:
1. Steel rods/reinforcement

2. Cement, sand, aggregates
3. Blocks/bricks
4. Roofing sheets and accessories
5. Ceiling materials
6. Tiles and tile adhesives
7. Doors, windows, and ironmongery
8. Plumbing pipes, fixtures, and fittings
9. Electrical cables, conduits, fittings, devices, and fixtures
10. Paints, primers, sealants, and finishes
11. Gate, fence, and car port materials
12. Yard casting and paving materials
2. Any specialized storage racks, signage, and security installations

2. **TRANSPORTATION**

1. Transportation of all materials, equipment, and plant to site.
2. Mobilization/demobilization of machinery and workforce.
3. Inter-site haulage costs where applicable.

3. **LABOR**

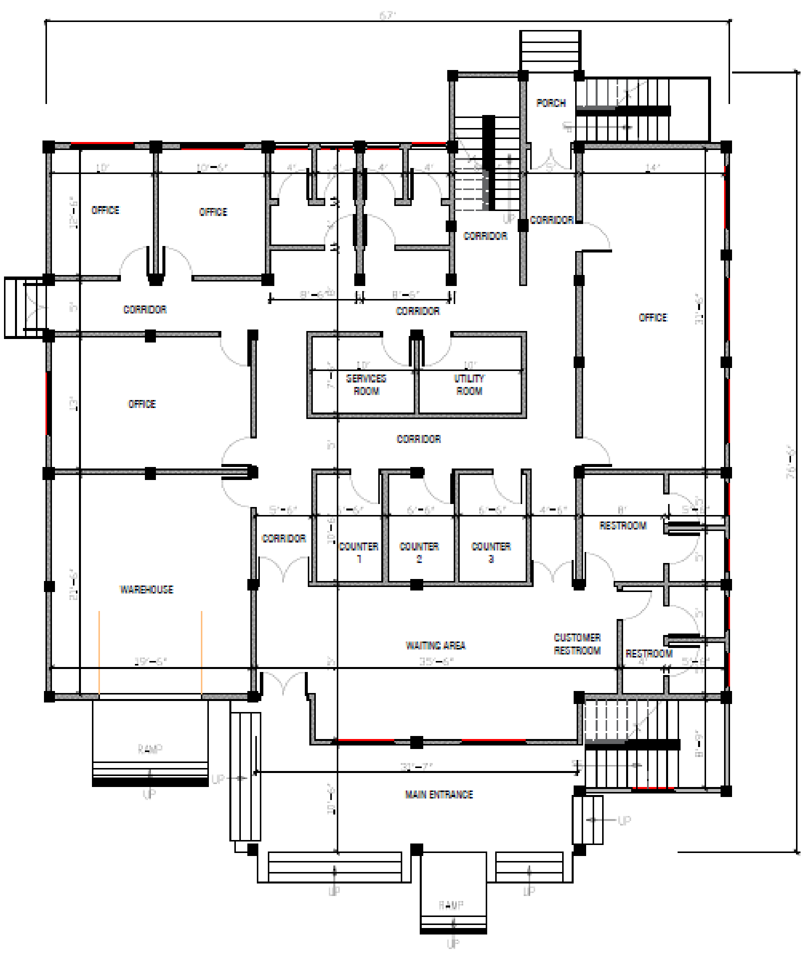
1. Skilled labor (engineers, foremen, masons, carpenters, electricians, plumbers, painters, tilers, welders, etc.).

2. Unskilled labor for excavation, backfilling, site clearing, material handling, etc.
3. Site supervision and safety personnel.
4. Testing and commissioning personnel.

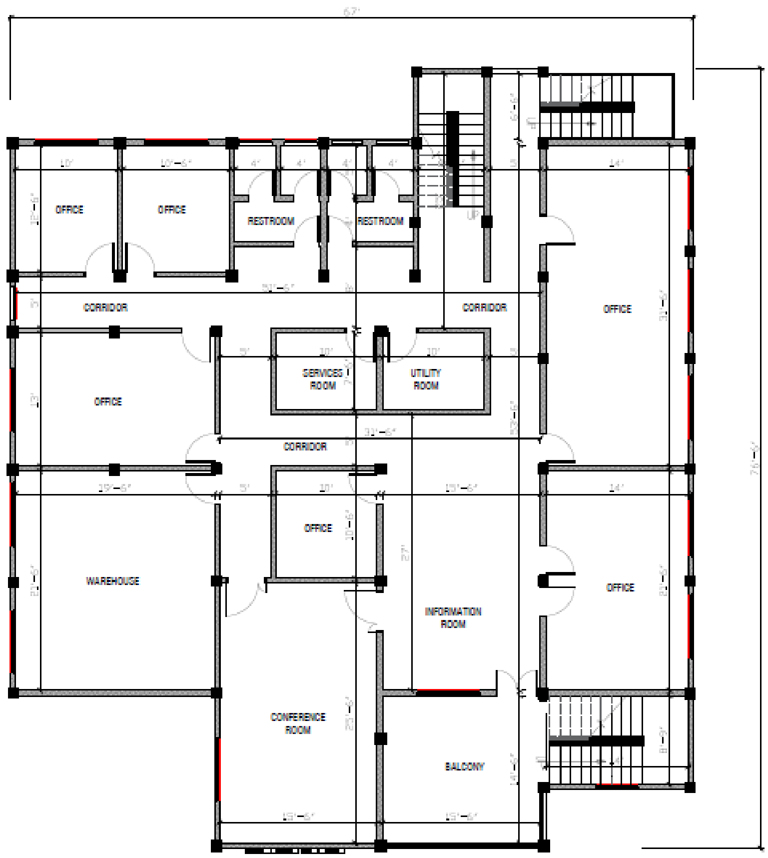
22. Standardization Across Districts

- All LEC District Offices are to follow this same technical scope and standard unless modified by site-specific conditions (e.g., soil, access, topography).
- Architectural drawings, structural drawings, and MEP layouts shall be standardized model designs with minor adjustments for:
    - Plot size and shape
    - Orientation
    - Local utility connection points

Section IX. Drawings



GROUND FLOOR PLAN

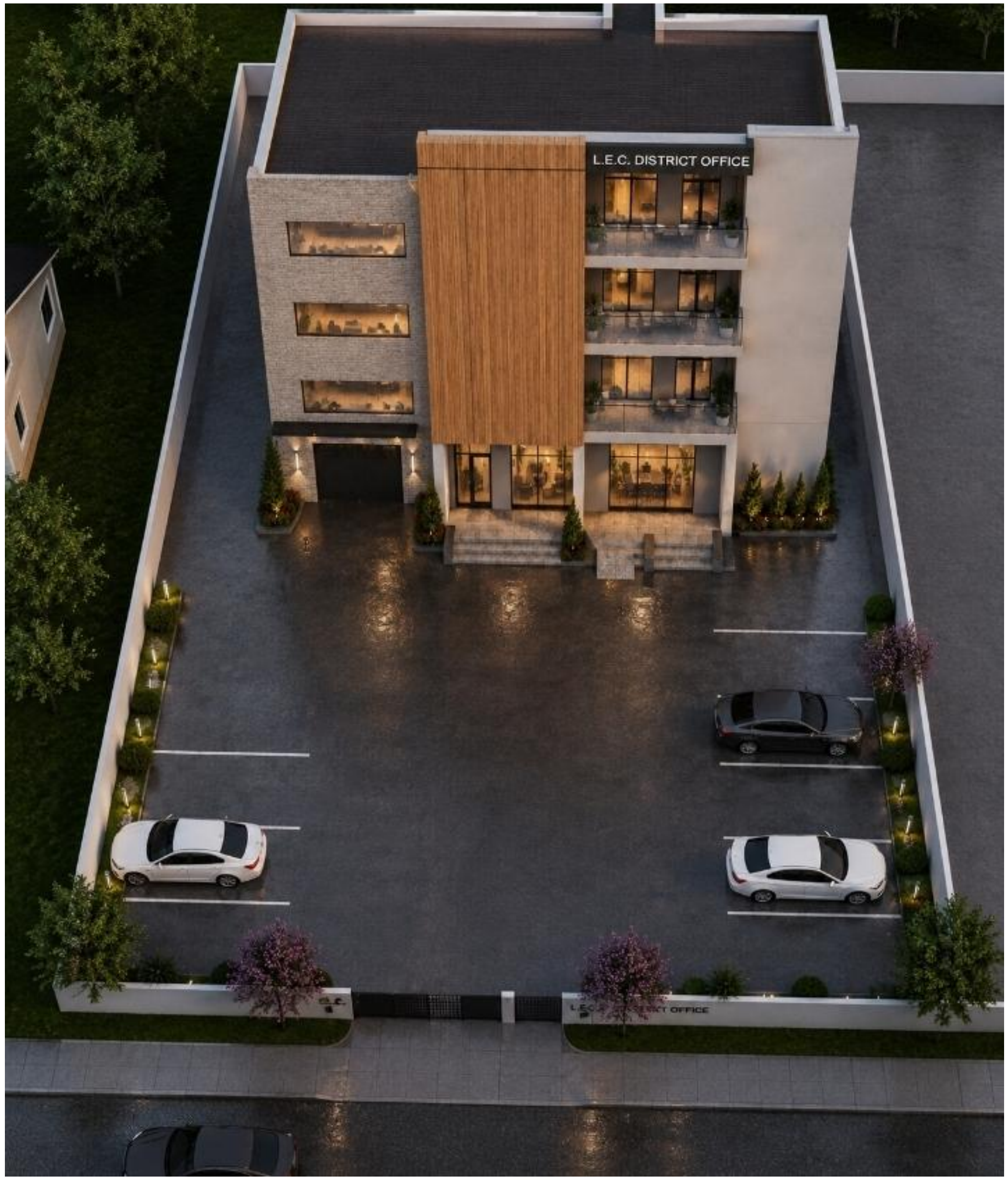


TYPICAL 1ST -3RD FLOOR PLAN


L.E.C. DISTRICT OFFICE


L.E.C. DISTRICT OFFICE


L.E.C. DISTRICT OFFICE


L.E.C. DISTRICT OFFICE

Section X: Security Forms

Bid-Securing Declaration

*[If required, the **Bidder** shall fill in this form in accordance with the instructions indicated in brackets.]*

Date: *[insert date]*
Name of contract: *[insert name]*
Contract Identification N°: *[insert number]*
Invitation for Bid No.: *[insert number]*

To: ___________________________

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a bid-securing declaration.

2. We accept that we shall be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of *[insert time period]* starting on *[insert start date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

   (a) have withdrawn our Bid during the period of bid validity specified by us in the Bid Submission Sheet; or

   (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the Bidding Documents; or

   (c) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.

3. We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.

4. We understand that if we are a JV, the Bid Securing Declaration 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 Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month], [insert year]*

Bank Guarantee for Advance Payment (Not Applicable)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____________) *[insert amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than toward delivery of Goods; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the

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

latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.