

**REPUBLIC OF LIBERIA
LIBERIA TELECOMMUNICATIONS
AUTHORITY (LTA)
MENETAMBA ROAD, COOPER'S BEACH COMMUNITY
PAYNESVILLE, LIBERIA
WWW.LTA.GOV.LR**



**NATIONAL COMPETITIVE BIDDING
(NCB)**

BIDDING DOCUMENT

FOR THE PROVISION OF PERSONNEL INSURANCE COVERAGE

Invitation for Bid No.: IFB No. LTA/NCB/001/2026

Date: MONDAY, SEPTEMBER 14, 2026

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MONDAY: SEPTEMBERER 14, 2026

INVITATION FOR BIDS

**Liberia Telecommunications Authority (LTA)
Menetamba Road, Cooper's Beach Community
Paynesville, Liberia**

PROVISION OF PERSONNEL INSURANCE COVERAGE

The Government of Liberia, through the Liberia Telecommunications Authority (LTA), has apportioned funds from its budget towards the cost of procuring Personnel Insurance Coverage.

The LTA now invites qualified firms to submit sealed bids for the provision of the services mentioned below. Bidding will be conducted through National Competitive Bidding (NCB) Procedures as specified in the Amended and Restated Public Procurement and Concessions Act (PPC Act) of January 2026 for personnel Insurance Coverage as per LTA's needs, quantities, and requirements included in the Bid document:

NO.	REF: NO	PACKAGE DESCRIPTION	QUANTITY	BID SECURITY (USD)
1.	IFB No. LTA/NCB/001/2026	Personnel Insurance Coverage	138 - Employees 416- Dependents	3,000.00

Qualification requirements include the following:

- *Company's profile*
- *Upload a power of attorney or declaration of ownership (In the case of a declaration of ownership, the firm is required to upload articles of incorporation in addition)*
- *Valid Business Registration Certificate (Liberia Business Registry);*
- *Valid Tax Clearance Certificate (Liberia Revenue Authority);*
- *Valid Certification/Permit from the Central Bank of Liberia*
- *Valid Public Procurement & Concessions Commission (PPCC) registered vendor certificate*
- *All bids must be signed and sealed before submission*

A complete set of bidding documents (soft copy) can be obtained **free of charge** by qualified and eligible bidders online at <https://eprocurement.ppcc.gov.lr>. Submission must be clearly marked and signed, including other requested information as follows: **(IFB No:**

LTA/NCB/001/2026) CONFIDENTIAL BID- for the Personnel Insurance Coverage for Fiscal Year 2026.

A scanned copy of the bid security must also be submitted with the bid documents online and ***must meet the amount stated above in a manager's check or Bank Guarantee, while the physical copy must be delivered to the LTA's office at the address below on or before the date of submission.***

Address to:

Procurement & Logistics Section
2nd Floor, Room # 029
Liberia Telecommunications Authority
Menetamba Road, Cooper's Beach Community
Paynesville, Liberia
Mobile number: +231-886/777-564210
Email address: procurement@lta.gov.lr

Bid must be submitted in soft copy online on or before **Monday, October 12, 2026, before 2:00 PM**. Bid Opening will be done promptly after closing at 2:30 PM, online

Execution of this procurement package is subject to budget approval and the availability of funding resources during the Fiscal Year 2026. Winning bidders must be willing to accept payments either in Liberian Dollars or United States Dollars.

The LTA reserves the right to reject or accept bids submitted and to annul the entire process at any time for reasons to be communicated to bidders without incurring any liability thereof.

Signed:

T. Franniel Powell
Acting Procurement & Logistics Manager

Approved:

Hon. Clarence K. Massaquoi
Chairperson, LTA/BoC

Section II. Instructions to Bidders (ITB)

A. Introduction

- | | |
|----------------------------|--|
| 1. Scope of Tender | <p>1.1 The Liberia Telecommunications Authority hereinafter referred to as the Purchaser) wishes to receive Tenders for the supply and delivery of goods, materials, and equipment described in Sections V and VII hereof (hereinafter referred to as the Goods).</p> <p>1.2 All Tenders are to be completed and returned to the Purchaser in accordance with these Instructions to Bidders.</p> |
| 2. Source of Funds | <p>2.1 The Purchaser shall fund this procurement from part of its budgetary allocation to pay for the contract (hereinafter referred to as the “Contract”) for which this Invitation for Tenders is issued, toward the realization of the <i>Provision of Personnel Insurance Coverage</i>.</p> <p>2.2 Payments will be made only at the request of the Purchaser and upon approval by a designated official of the Republic of Liberia in accordance with the terms and conditions of the contract agreement between the Purchaser and the Supplier (hereinafter referred to as the “Contract”), and will be subject in all respects to the Financial Administration of the Republic of Liberia. No party other than the Supplier shall derive any rights from the Contract or have any claims to the funds.</p> |
| 3. Eligible Bidders | <p>3.1 This Invitation for Bidders is open to all eligible suppliers indicated in the Bid Data Sheet.</p> |

- 3.2 State owned enterprises may participate only if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Purchaser.
- 3.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation for Bidders.
- 3.4 Tenders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Public Procurement Boarding accordance with sub-clause 38.1.

4. Eligible Goods and Services

- 4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as specified in the ITB Clause 3.1 and all expenditures made under the contract will be limited to such goods and services.
- 4.2 For purposes of this clause, “Origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3 The origin of goods and services is distinct from the nationality of the Bidder.

5. Cost of Tender

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser will, in no case, be responsible or liable for those cost, regardless of the conduct or outcome of the Biding process.

B. THE TENDER DOCUMENTS

- 6. Content of Tender Documents**
- 6.1 The goods required, Tender procedures and contract terms are prescribed in the Tender Documents. In addition to the Invitation for Tenders, the Tender Documents include:
- a. Instruction to Bidding (ITB);
 - b. Bid Data Sheet;
 - c. General Conditions of Contract (GCC);
 - d. Special Conditions of Contract (SCC);
 - e. Schedule of Requirements;
 - f. Technical Specifications;
 - g. Tender Form and Price Schedules (Bill of Quantities);
 - h. Bid Security Form;
 - i. Contract Form and Contract Data Sheet;
 - j. Performance Security Form;
 - k. Bank Guarantee for Advance Payment Form;
 - l. Manufacturer's Authorization Form.
- 6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in every respect will be at the Bidder's risk and may result in the rejection of its Tender.
- 7. Clarification of Tender Documents**
- 7.1 A prospective Bidder requiring any clarification of the Tender Documents may request the Purchaser in writing or by fax at the Purchaser's address indicated in Bid Data Sheet. The Purchaser will respond in writing or by fax or by email to any request for clarification of the Tender documents which it receives no later than fourteen (14) days prior to the deadline for the submission of Tenders. The Purchaser's response (including an explanation of query without identifying the source of inquiry) will be sent in writing or fax or email to all perspective Tenders, who have purchased the Tender Documents.
- 8. Amendment of Tender Documents**
- 8.1 At any time prior to the deadline for submission of Tenders, the Purchaser may, for any reason, modify the Tender Documents by issuing Addenda.
- 8.2 Any Addendum will be notified in writing or fax to all prospective Bidders which have purchased the Tender Documents and shall be a part of the Tender document.
- 8.3 Where the Purchaser issues the Addendum very close to deadline for submission of Tenders, the Purchaser may extend

the deadline for submission of Tenders in accordance with sub-clause 20.2 in order to afford prospective Bidders a reasonable time to take the Addendum into account in preparing their Tenders.

C. Preparation of Tenders

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|--|------|--|
| 9. Language of Tender | 9.1 | The Tender prepared by the Bidder and all correspondence and supporting documents relating to the Tender exchanged by the Tender and the Purchaser, shall be written in the English language. |
| 10. Documents Comprising the Tender | 10.1 | <p>The Bidder's Tender shall comprise the following components:</p> <ul style="list-style-type: none">a. A Tender Form and a price schedule completed in accordance with clauses 11, 12 and 13.b. Documentary evidence established in accordance with Clause 14 that the Bidder is eligible to Tender and is qualified to perform the contract if its Tender is accepted;c. Documentary evidence established in accordance with Clause 15 that the goods to be supplied by the Bidder are genuine and newly manufactured goods and conform to the Tender Documents; andd. Bid Security furnished in accordance with Clause 16 and in the form specified in Section VII. |
| 11. Tender Form | 11.1 | The Bidder shall complete the Tender Form and the appropriate price schedule furnished in the Tender Documents, indicating the goods to be supplied, a brief description of the goods, their country or origin quality and prices. |

- 12. Tender Price**
- 12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it Proposes to supply under the contract. 'Prices indicated on the Price Schedule shall be entered separately in the following manner:
- i. the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs, excise and other duties and sales and other taxes already paid or payable;
 - ii. the price for Inland Transportation, Insurance, and other Local Costs incidental to Delivery of the Goods to their final destination, if specified in the *Bid Data Sheet*;
 - iii. the price of other incidental services, if any, listed in the *Bid Data Sheet*.
- 12.2 The terms EXW, CIP, etc. shall be governed by the rules prescribed in the current edition of *Incoterms* published by the *International Chamber of Commerce, Paris*.
- 12.3 The Tender's separation of price components in accordance with ITB Clause 12.1 above will be solely for the purpose of facilitating the comparison of Tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 12.4 Price quoted by the Bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account.
- 12.5(a) A foreign Bidder wishing to have or already having a local agent should state the following:
- i. Name and address of the Agent/Representative,
 - ii. The Agent/Representative providing type of services,
 - iii. Amount of commission if the Agent/ Representative is entitled to get such payment with specific reference to the tendering procedure,

- iv. Other agreement with Agent/Representative, if any,
- v. Bidder should certify in the Letter of Authorization as follows:

“We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief”

12.5(b) If the agent has not been appointed:

- i. Source of information about tender invitation,
- ii. The remuneration given to the individual or firm/company or organization to work on his behalf for submitting tender, representation in the Tender opening and other required action in connection with the tender,
- iii. Transfer or handover evidence of foreign currency exchanged, which is required to be submitted with the tender,
- iv. If the bank account of any Liberian citizen has been used for the exchange of foreign currency, specify the name of the individual and his address. If the foreign currency has been exchanged by oneself, then a certificate of currency exchanged is issued by the bank.

12.6 If the Bidder intends to offer any discount, it should always be expressed in a fixed percentage that will not vary as the quantities vary and be applicable to each unit rate.

12.7 A Tender submitted with an adjustable price quotation shall be treated as non-responsive and rejected pursuant to Clause 26.

13. Currency of Tender

13.1 Prices shall be quoted in Liberian Dollars or United States Dollars.

**14. Document
Establishing
Bidder's
Eligibility and
Qualifications**

- 14.1 Pursuant to Clause 10, the Bidder shall furnish, as part of its Tender, documents establishing the Bidder's eligibility to Tender and its Qualifications to perform the contract if its Tender is accepted.
- 14.2 The documentary evidence of the Bidder's eligibility to Tender shall establish to the Purchaser's satisfaction that the Bidder, at the Time of submission of its Tender, is from an eligible country.
- 14.3 The documentary evidence of the Bidder's qualifications to perform the contract if its Tender is accepted shall establish to the Purchaser's satisfaction:
- a. that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder shall be an established dealer in the goods of at least one year's standing and shall produce documentary evidence to show that he has been duly authorized by the good's manufacturer or producer to supply the goods in the Liberia.
 - b. that the Bidder has the financial, technical and production capability necessary to perform the contract.
 - c. that the Bidder meets the Qualifications as specified in Bid Data Sheet.

**15. Documents
Establishing
Goods'
Eligibility and
Conformity to
Tender
Documents**

- 15.1 Pursuant to Clause 10, the Bidder shall furnish, as part of its Tender documents establishing the eligibility and conformity to the Tender Documents of all goods and services which the Bidder Proposes to supply under the contract.
- 15.2 The documentary evidence of the goods eligibility shall consist of a statement in the Price Schedule on the country of origin of the Goods and services offered which shall be confirmed by a Certificate of origin issued at the time of shipment.
- 15.3 The documentary evidence of conformity of the Goods and Services to the Tender documents may be in the form of Literature, Drawings, and Data, and shall consist of:

- a. a detailed description of the essential Technical and Performance characteristics of the Goods;
- b. a list giving full particulars, including available sources and current prices of Spare Parts, Special Tools, etc., necessary for the proper and continuing functioning of the Goods for a period to be specified in the *Bid Data Sheet* following commencement of the use of the Goods by the Purchaser.

16. Bid Security

- 16.1 Pursuant to Clause 10, the Bidder shall furnish as part of its Tender, Bid Security as specified in the *Bid Data Sheet*. The Tender security is required to protect the Purchaser against the risk of the Bidder's conduct, which would warrant the security's forfeiture pursuant to para. 16.6.
- 16.2 The Bid Security shall, at the Bidder's option, be in the form of either a certified check, or Bank Guarantee from a bank in Liberia, a bond issued by an insurance or bonding institution, which has been determined by the Bidder to be acceptable to the Purchaser. The format of the Bid Security should be in accordance with one of the Sample Forms of Bid Security included in Section VII or another form acceptable to the Purchaser. The Bid Security shall be valid for 28 days beyond the period of validity of the Tender.
- 16.3 Any Tender not secured in accordance with paras 16.1 and 16.2 will be rejected by the Purchaser as non-responsive pursuant to clause 26
- 16.4 The Bid Security of unsuccessful Tenders will be returned within 14 days after the expiration of the Tender validity period prescribed in sub-clause 17.1.
- 16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has furnished the required Performance Security and signed Contract.
- 16.6 The Bid Security shall be forfeited:
 - a. if a Bidder withdraws its Tender during the period of Tender Validity specified by the Bidder on the Tender form; or

- b. in case of a successful Tender, if the Bidder fails within the specified time limit to:
 - i. sign the contract in accordance with Clause 36 or
 - ii. furnish performance security in accordance with Clause 37.

17. Period of Validity of Tenders

- 17.1 Tenders shall remain valid for the period as specified in the *TenderDataSheet* after the date of Tender opening prescribed by the Purchaser in Clause 20. A Tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 17.2 In exceptional circumstances, the Purchaser may solicit the Bidders' consent to an extension of the period of Tender validity. The request and the responses thereto shall be in writing, by fax or by email. The validity of the Bid Security period provided under Clause 16 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its Tender.

18. Format and Signing of Tender

- 18.1 The Bidder shall prepare one original of the documents comprising the Tender as described in ITB Clause 10, bound the volume containing the Form of Tender and Price Schedule.
- 18.2 The Tender shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. The latter authorization shall be indicated by a written power of attorney accompanying the Tender. All pages of the Tender, where entries or amendments have been made, shall be initialed by the person or persons signing the Tender.
- 18.3 The Tender shall contain no interlineation, erasures, or overwriting alterations or additions except as necessary to correct errors made by the Bidder or those to comply with instructions issued by the Purchaser, in which case, such corrections shall be initialed by the person or persons signing the Tender.

D. Submission of Tenders

19. Sealing and Marking of Tenders	19.1 The Bidder shall seal the original and the copy of the Tender in two inner envelopes and an outer envelope, duly marking the inner envelopes as “Original” and “Copy”. Not applicable 19.2 The inner and outer envelopes shall: Not applicable a. be addressed to the Purchaser at the address given in the <i>Bid Data Sheet</i>: b. bear (the Project Name, the Invitation for Tenders number, and Identification number if any. c. provide a warning “Not to Open Before” the time and date for Tender opening as specified in the <i>Bid Data Sheet</i>. Not applicable 19.3 In addition to the identification required in sub-clause 19.2, the Submission shall indicate the name and address of the Bidder to enable the Tender to be returned unopened in case it is declared “Late”, pursuant to sub-clause 21. 19.4 N/A
20. Deadline for Submission of Tenders	20.1 Tenders must be received online by the Purchaser at the address and no later than the time and date specified in the <i>Bid Data Sheet</i>. 20.2 The Purchaser may, at its discretion, extend this deadline for the submission of Tenders by issuing an amendment in accordance with Clause 8, in which case, all rights and obligations of the Purchaser and Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
21. Late Tenders	21.1 Any Tender not received within the date and time specified in ITB Clause 20 will not be accepted and will be returned unopened.
22. Modification and Withdrawal of Tender	22.1 The Bidder may modify or withdraw its Tender after the Tender submission, provided that written notice of the modification or Withdrawal is received by the Purchaser within twenty-four (24) hours before the deadline prescribed for submission of Tenders in Clause 20.

- 22.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with The provision Clauses 18 and 19, with the outer and inner envelopes additionally marked "Modification" or Withdrawal" as appropriate. A withdrawal notice may also be sent by fax or email, but followed by a signed confirmation copy, received not later than the deadline for submission of Tenders.
- 22.3 No Tender may be modified or withdrawn after the deadline for submission of Tenders.
- 22.4 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Bidder on the Tender Form. Withdrawal of A Tender during this interval shall result in the Bidder's forfeiture of It's Bid Security, pursuant to Clause 16.6.
- 22.5 Bidders may only offer discounts or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with ITB Clause 22, or included in the original Tender submission.

E. Tender Opening and Evaluation

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| 23. Opening of Tenders by Purchaser | <ul style="list-style-type: none"> 23.1 The Purchaser will open Tenders, including modifications made pursuant to Clause 22, online , at <i>(Date and Time)</i>¹and at the place specified in the <i>Bid Data Sheet</i>. The Bidders' representatives who are present shall sign a register evidencing their attendance. 23.2 Envelope marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 22 shall not be opened. NOT APPLICABLE |
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¹Should follow immediately or soon after Tender closing.

- 23.3 The Bidders' names, Tender prices, modifications, discounts offered, Tender withdrawals and the presence or absence of the requisite Bid Security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and read aloud by the Purchaser at the Tender opening session.
- 23.4 The Purchaser will prepare minutes of the Tender opening, including the information disclosed to those present in accordance with sub-clause 23.3.

24. Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the Award of Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the Award to the successful Bidder has been announced.

25. Clarification of Tenders

- 25.1 To assist in the examination, evaluation and comparison of Tenders, the Purchaser may, at its discretion, ask any Bidder for Clarification of its Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Purchaser in The evaluation of the Tenders.

26. Examination of Tenders and Determination of Responsiveness

- 26.1 The Purchaser will determine whether each Tender:
- a. meets the eligibility criteria defined in ITB Clause 3;
 - b. has been properly signed;
 - c. is accompanied by the required securities;
 - d. is substantially responsive to the requirements of the Tender documents.
- 26.2 Arithmetical errors will be rectified on the following basis:
- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its Tender will be rejected, and its Bid Security may be forfeited,

- ii. If there is a discrepancy between words and figures, the amount in words will prevail.

26.3 Prior to the detailed evaluation, pursuant to Clause 28, the Purchaser will determine the substantial responsiveness of each Tender to the Tender Documents. For purposes of these clauses, a substantially responsive Tender is one, that conforms to all the terms and conditions of the Tender Documents without material deviations. The Purchaser's determination of a Bidder's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence. A material deviation or reservation is one:

- a. which affects in any substantial way the Scope, Quality, or Performance of the Contract;
- b. which limits in any substantial way, inconsistent with the Tender documents, the Purchaser's rights or the Bidder's obligations under the contract; or
- c. whose rectification would affect unfairly the competitive Position of other Bidders presenting substantially responsive Tenders.

26.4 A Tender determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction or withdrawal of nonconforming deviation or reservation.

26.5 The Purchaser may waive any minor informality or nonconformity , or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tender.

28. Evaluation and Comparison of Tenders

28.1 The Purchaser will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITB Clause 26.

28.2 The Purchaser's evaluation of a Tender will be on the basis of Tender Price as specified in the Price Schedule.

- 28.3 The Purchaser 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 Tender documents or otherwise result in unsolicited benefits for the Purchaser will not be taken into Account in Tender evaluation.
- 28.4 The Purchaser's evaluation of a Tender will take into account, in addition to the Tender Price quoted in accordance with ITB Clause 12.1, one or more of the following factors as specified in the *Tender Data Sheet*, and quantified in ITB Clause 28.6:
- a. Delivery schedule offered in the Tender;
[Specify factors, if necessary, as per departmental requirements]
 - c. the cost of components, mandatory spare parts, and service;
[Specify factors, if necessary, as per departmental requirements]
 - d. Contractual and Commercial Deviations:
[Specify factors, if necessary, as per departmental requirements]
 - e. Other specific criteria indicated in the *Bid Data Sheet* and/or in the Technical Specifications.
- 28.5 For factors retained in the *Bid Data Sheet* pursuant to ITB 28.4, one or more of the following quantification methods will be applied, as detailed in the *Bid Data Sheet*:
- a. **Delivery schedule:** The Goods covered under this Invitation are required to be delivered (shipped) within an acceptable range of days/weeks/months *[as applicable]* specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and Tenders offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per day, as specified in the *Bid Data Sheet*, will be added for evaluation to the Tender Price of Tenders offering delivery later than the Earliest Delivery Period specified in the Schedule of Requirements.
[specify factors, if necessary, as per departmental requirements. This Clause should be the elaboration of ITB Clause 28.5 (b)]

- b. **Cost of the provision of Personnel Insurance Coverage:** The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the *Bid Data Sheet*, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Tender, will be added to the Tender Price. The cost to the purchaser of establishing the minimum service facilities and part inventories as outlined in the Bid Data Sheet or elsewhere in the Tender Document, if quoted separately, shall be added to the Tender Price.
[Specify factors, if necessary, as per departmental requirements. This Clause should be the elaboration of ITB Clause 28.5 (d) and 28.6 (d)].
- c. **Contractual and Commercial Deviations:** The cost of all quantifiable deviations and omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any deviations for the purpose of ensuring fair comparison of Tenders.
- d. **Specific additional criteria:** The relevant evaluation method shall be detailed in the *Bid Data Sheet* and/or in the Technical Specification.

Alternative	28.6	<i>[Specify alternative criteria for further enhancement of ITB Clause 28, if necessary as per departmental requirement].</i>
29. Margin of Preference	29.1	A margin of Preference where applicable shall be provided as <i>specified in Bid Data Sheet.</i>
30. Contacting the Purchaser	30.1	Subject to Clause 25, no Bidder shall contact the Purchaser on any matter relating to its Tender, from the time of the Tender opening to the time the Contract is awarded. If the Tender wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
	30.2	Any effort by a Bidder to influence the Purchaser in the Purchaser's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Bidder's Tender

F. Award of Contract

31. Post qualification²

- 31.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive Tender is qualified to satisfactorily perform the Contract.
- 31.2 The determination will take into account the Bidder's financial, technical and production capabilities/ resources. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 14.3, as well as such other information as the Purchaser deems necessary and appropriate.
- 31.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Tender, in which event the Purchaser will proceed to the next lowest evaluated Tender to make a similar determination of that Bidder's capabilities to perform satisfactorily.

32. Award Criteria

- 32.1 Subject to Clause 34, the Purchaser will award the Contract to the successful Bidder whose Tender has been determined to be substantially responsive and has been determined as the lowest-evaluated Tender, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

- 33.1³ The Purchaser reserves the right at the time of award of Contract to increase or decrease by the percentage as specified in the *Bid Data Sheet*, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.

²Wherever practicable and appropriate, specify minimum qualification requirements to be met if a prequalification procedure was not used prior to Tender.

³Optional clause to be used only where appropriate. Insert appropriate percentage figure. Normally should not exceed 15%.

- 34. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders**
- 34.1 The Purchaser reserves the right to accept or reject any Tender, and to annul the Tender process and reject all Tenders, at any time prior to 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 Purchaser's action.
- 35. Notification of Award**
- 35.1 The Bidder whose Tender has been accepted will be notified of the award by the Purchaser prior to expiration of the Tender validity period by facsimile confirmed by a letter that its Tender has been accepted.
- 35.2 The notification of award will constitute the formation of the Contract
- 35.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 37, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its Bid Security, pursuant to Clause 16.
- 35.4 The contract will incorporate all Agreements between the Purchaser and the successful Bidder.
- 36. Signing of Contract**
- 36.1 At the same time as the Purchaser notifies the successful Bidder that its Tender has been accepted, the Purchaser will call the successful Bidder in order to sign the Contract through Notification of Award.
- 36.2 Within fourteen (14) days of receipt of the Notification of Award, the successful Bidder shall sign the Contract.
- 37. Performance Security**
- 37.1 Within 14 days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Tender Documents; denominated in the type and proportion of amount as specified in the Notification of award.
- 37.2 Failure of the successful Bidder to comply with the requirement of Clause 36 or sub-clause 37.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security in which event the Purchaser may make the award to the next lowest evaluated Tender or call for new Tenders.

37.3 The Performance Security provided by the successful Tender in the form of a Bank Guarantee as specified in Section VII, shall be issued by a Bank in Liberia acceptable to the Purchaser.

38. Corrupt or Fraudulent Practices

38.1 The Government of the Republic of Liberia requires that Bidders under the contracts financed from public funds, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms shall be interpreted as indicated:

- a. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;

38.2 a. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- b. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

38.3 Furthermore, Bidder shall be aware of the provision stated in sub-clause 24.1 (c) of the General Conditions of Contract.

Bid Data Sheet

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

Introduction	
ITB.1.1	Name of Purchaser: <i>The Liberia Telecommunications Authority.</i>
ITB. 2.1	The Source of Funds: <i>Internally Generated Revenue</i>
ITB. 2.1	Name of Contract: <i>Provision of Personnel Insurance Coverage</i>
ITB 3.1	<i>Invitation for Tenders is open to all eligible suppliers who can provide:</i> • <i>Company's profile</i> • <i>Valid Business Registration Certificate (Liberia Business Registry);</i> • <i>Valid Tax Clearance Certificate (Liberia Revenue Authority)</i> • <i>Valid Operational Certification/Permit from the Central Bank of Liberia</i> • <i>Valid Procurement & Concessions Commission (PPCC) registered vendor certificate</i> • <i>All bids must be signed before submission</i> • <i>Upload a power of attorney or declaration of ownership (in the case of a declaration of ownership, the firm is required to upload articles of incorporation in addition)</i>
ITB 7.1	Purchaser's Name: <i>The Liberia Telecommunications Authority</i> Address: Menetamba Road, Cooper's Beach Community Paynesville, Liberia procurement@lta.gov.lr Telephone: <i>+2310777564210/0886564210</i> Facsimile numbers: <i>N/A</i> Email Address: <i>procurement@lta.gov.lr</i>
ITB 8.1	<i>The Purchaser can modify the Tender documents before the Deadline for Submission of Tenders by issuing Addenda.</i>
ITB 9.1	Language of the Tender: <i>English</i>

TENDER PRICE AND CURRENCY	
ITB 12.1 (i)	The price quoted shall be: <i>United States Dollars (USD)</i> The prices shall include all duties, taxes, and other levies. The prices should be expressed in terms of: <i>LTA shall deduct withholding service tax for premium amounts that exceed the threshold of 100,000.00 LD. Exchange Rates will be calculated based on published figures by the Central Bank of Liberia on the day of payment.</i>
ITB 12.1 (ii)	The Prices for inland transportation The prices for insurance: CIP/EXW The prices for other local costs
ITB 12.1 (iii)	The price of other incidental services: Applicable Total CIP or EXW in USD
ITB 12.4	<i>The unit cost for insured and dependents is to remain fixed during the duration of the contract.</i>
ITB 13.1	The prices shall be quoted in United States Dollars . However, payments to the bidder shall be made either in Liberian or United States Dollars .
Preparation and Submission of Tenders	
ITB 14.3 (c)	Qualification requirements • <i>Valid Business Registration Certificate (Liberia Business Registry);</i> • <i>Valid Tax Clearance Certificate (Liberia Revenue Authority)</i> • <i>Valid Certification/Permit from the Central Bank of Liberia</i> • <i>Valid Procurement & Concessions Commission (PPCC) registered vendor certificate</i> • <i>Company's profile</i>

	• Upload a power of attorney or declaration of ownership (in the case of a declaration of ownership, the firm is required to upload articles of incorporation in addition) • All bids must be signed before submission
ITB 15.3 (b)	Insurance coverage required for _____ of operation. Not Applicable
ITB 16.1	Amount of Bid Security: Must be per the amount stated in bid documents (Manager's Check or Bank Guarantee). i.e., US\$3,000.00
ITB 17.1	Tender Validity Period: Ninety (90) Days from the day of bid submission. Bid Security of the Unsuccessful Bidder shall be disregarded/ returned.
ITB 18.1	Number of copies: One (1) Original
ITB 19.2 (a)	Address for Tender submission: Procurement & Logistics Section Liberia Telecommunications Authority P&LS Conference Room # 29, 2nd Floor Menetamba Road, Cooper's Beach Community Paynesville, Liberia
ITB 19.2 (b)	IFT title and number: PROVISION OF PERSONNEL INSURANCE COVERAGE IFB NO: LTA/NCB/001/2026
ITB 20.1	Deadline for Tender submission: Monday, October 12, 2026, at 2:30 PM, online

ITB 22.1	Deadline for Tender Modification and Withdrawal: Monday, October 5, 2026, at 1:00 PM, online
ITB 23.1	Tender Opening: Monday, October 12, 2026, at 2:30 PM, online
DETAILED TENDER EVALUATION CRITERIA	
ITB 28.4	Bidder shall be evaluated based on the tender criteria and sub-criteria, using a pass/fail and scoring basis to determine the most responsive evaluated technical proposal. Therefore, bidders are requested to respond to all requested items below. Note: Any bidder who does not pass this stage (technical evaluation) will not be carried forward for financial evaluation, meaning the bidder does not meet the minimum requirements for contract award. (i) Specific experience and capacity of the insurance firm relevant to the assignment: <i>a) Bidders shall demonstrate ten (10) years or more of proven experience in executing similar assignments with Government Ministries, Agencies, and NGOs within the last two years to validate the standard of service. (Upload a list of ten (10) or more past or current clients with their names of entities, contact person and numbers, and email addresses in response to this requirement).</i> <i>b) Firms are required to upload a minimum of three (3) contracts of similar value or higher within the last five years. Attach contact information for verification.</i> <i>c) Provide qualifications and experience in the Insurance industry of two (2) senior managers and three (3) agents being proposed to implement the service (attach CVs, degrees, and certificates in the Insurance industry, Business Administration, Public Administration, or its equivalent).</i> <i>d) Firms are required to provide an audited financial statement from a licensed auditing firm for 2025.</i> <i>e) Bidders shall clearly demonstrate in a written proposal the process flow detailing all the processes and timelines for delivery of policies, submission of</i>

	claims/reimbursement, settlement of claims/reimbursement, and follow-up mechanisms. <i>f) Firms are required to provide evidence of an overseas reinsurer</i> <i>g) Firms are required to provide issuance policies detailing inpatient and outpatient visits, thresholds, and so on.</i> <i>h) Firms are required to provide a complete listing of medical facilities covered under the insurance policy that reflects 95% of the LTA's approved hospital listing or comparable facilities. (Name of hospital/clinic's, location, contact number, and agent details).</i> <i>Please note that during the bid evaluation process, firms may be invited to do a presentation of their technical proposals.</i>
	FINANCIAL TENDER EVALUATION CRITERIA
	Firms are required to upload financial proposals
	The technical evaluation will be done on a pass/fail basis as stated above. Bidders who qualify from the technical evaluation shall be qualified for a financial evaluation. Firms are encouraged to provide at least one value-added service (said service is not chargeable to LTA) <i>NB: An Independent Bid Evaluation Panel (BEP) will conduct a post-evaluation exercise to verify the authenticity and accuracy of information provided by bidders, and shortlisted bidders will be contacted to make an in-person presentation of their technical proposal as part of the evaluation process.</i>
ITB 28.5 (a)	Delivery schedule: Relevant parameters of delivery: <i>Payments may be made before services are performed. Proposers should factor payment terms when preparing bid.</i> Adjustment expressed as a percentage of: 0.1% per day of the value of Delayed Services.
ITB 28.5 (c)	Cost of spare parts: <i>N/A</i> Initial period of operation is: <i>Fiscal year 2026</i> List of items required is annexed to the Technical Specification.

ITB 28.5 (f)	Specific additional criteria are: <i>Not Applicable</i>
ITB 28.5 Alternative	<i>Not Applicable</i>
ITB 29.1	A margin of preference shall be given up to 15% higher cost than the lowest evaluated Tender. <i>Not Applicable</i>
Contract Award	
ITB 33.1	Percentage for quantity increase or decrease: <i>Ten per cent (10%)</i>
ITB 35.1	Notification of Award shall be sent to the successful Bidder at any time prior to expiration of Tender Validity. <i>ITB 17.1</i>
ITB 37.1	<i>N/A</i>

Section III. General Conditions of Contract

1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

- a. “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b. “The Contract Price” means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
- c. “The Goods” means equipment, machinery, related Accessories, spare parts, and/or other materials which the

Supplier is required to supply to the Purchaser under the contract;N/A

- d. “The Services” means services ancillary to the supply of the goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, the operational and maintenance training of the supplied equipment, and other such obligations of the Supplier covered under the Contract. N/A
- e. “The Purchaser” means the Procurement Entity of the Republic of Liberia purchasing the goods.
- f. “The Supplier” means the individual or organization supplying the goods and services under this contract.
- g. “The Purchaser’s Country” is Liberia.
- h. “The Delivery Site,” where applicable, means the place or places where the supply of goods to be delivered and performance of services is to be completed.
- i. “Day” means calendar day.
- j. “Public funds” include:
 - (i) funds from government budget, Metropolitan Assembly budgets, Municipal Assembly budgets, or District Assembly budgets;
 - (ii) funds from government Foundations;
 - (iii) funds from government Trust Funds;
 - (iv) funds from domestic loans and foreign loans taken or guaranteed by the government;
 - (v) funds from state foreign aid;
 - (vi) revenue received from the economic activity of state or local government agencies or other legal persons in public law financed from the Government budget, Metropolitan Assembly budgets, District Assembly budgets or Government foundations;

- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.
- 3. Country of Origin** 3.1 All goods and services supplied under the contract shall have their origin in Liberia or in eligible countries as Specified in Special Condition of Contract.
- 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, produced, or manufactured, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the goods’ country of origin; such standards shall be the latest issued by the concerned institution.
- 4.2 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
- 5. Use of Contract Documents and Information** 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in sub-clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

7. Performance Security

7.1 Within fourteen (14) days after the Supplier's receipt of notification of award of the contract, the successful Bidder shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract and in the form specified in Section VII.

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

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Purchaser and shall be in the form of an unconditional bank guarantee issued by a bank in Liberia acceptable to the Purchaser and in the form provided in the Tender Documents or another form acceptable to the Purchaser.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 28 days after expiring of one year of warranty period following the date of issue of certificate of final acceptance of equipment after installation and Commissioning of equipment at the final destination.

8.1 The Purchaser or its Representative shall, at no extra cost, have the right to inspect and/or to test the goods to confirm

their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes Within 21 days after award of the Contract.

- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its sub-Supplier(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its sub-Suppliers(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its Representative prior to the goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 8.6 A Certificate of Acceptance shall be issued by the Purchaser after necessary inspection and tests of the Goods supplied as specified in SCC.

9. Packing

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

Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, as Specified in the Special Conditions of Contract (SCC), and in any subsequent instructions issued by the Purchaser.

**10. Delivery and
Transfer of Risk**

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements. The details of shipping and/or other documents to be furnished by the supplier are specified in the Special Conditions of Contract.
- 10.2 For purposes of the Contract, "FOB," "C&F," "CIF," "CIP", "EXW" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms (INCOTERMS)⁴ published by the International Chamber of Commerce (ICC), Paris.
- 10.3 Documents to be submitted by the Supplier are specified in Special Condition of Contract.

11. Insurance

- 11.1 The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract. Such insurance shall be arranged and paid for by the supplier.
- 11.2 Where delivery of the goods is required by the Purchaser on a CIF, CIP basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.

12. Transportation

- 12.1 Where the Supplier is required under the Contract to deliver the goods FOB, transport of the goods, up to and including the point of putting the goods on board the vessel at the specified

port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

- 12.2 Where the Supplier is required under the Contract to deliver the goods C&F, CIP or CIF or to a specified destination within the Republic of Liberia, transport of the goods to the port of discharge or such other point in the country of destination including insurance and storage, as shall be specified in the Contract shall be arranged and paid for by the Supplier, and the related cost thereof shall be included in the Contract Price.
- 12.3 Where the Supplier is required to effect delivery under any other terms, the Supplier shall be required to meet all transport and storage expenses until delivery.
- 12.4 In all of the above cases, transportation of the goods after delivery shall be the responsibility of the Purchaser.
- 12.5 Where the Supplier is required under the Contract to deliver the goods CIF or CIP or C&F, no further restriction shall be placed on the choice of the ocean carrier. Where the Supplier is required under the Contract (i) to deliver the goods FOB, and (ii) to arrange on behalf and at the expense of the Purchaser for ocean transportation on specified conference vessels or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified conference vessels or national flag carriers are not available to transport the goods within the time period(s) specified in the Contract.

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - a. performance or supervision of on-site assembly and/or startup of the supplied Goods;
 - b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c. furnishing of a detailed operations and maintenance manual for each, appropriate unit of the supplied Goods;
 - d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the

parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract;
and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements;
and
 - ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or materials is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 The warranty shall remain valid for (12) months after the goods, or any portion thereof as the case may be, have been

delivered to the final destination indicated in the Contract and installed and Commissioned to the satisfaction of the Purchaser.

- 15.3 The Purchaser shall promptly notify the Supplier in writing of any Claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period as specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or to the final destination.
- 15.5 If the Supplier, having been notified, fails to take remedial action within forty-two (42) days from date of receipt of notice, the Purchaser may proceed to take such action as may be necessary, at the Supplier's risk and expense and without Prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or claim by the Supplier.

17. Prices

- 17.1 Prices charged by the Supplier for goods and services delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in Special Conditions of Contract or in the Purchaser's request for Tender validity extension, as the case may be.

18. Change Orders	18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; b. the method of shipment or packing; c. the place of delivery; and/or d. the Services to be provided by the Supplier. 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment may be made in the Contract Price or delivery schedule, or both, and the Contract may accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within twenty eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
19. Contract Amendments	19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made, except by written amendment signed by the parties.
20. Assignment	20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
21. Subcontracts	21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

- 22.2 Except as provided under GCC clause 25, an unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
- 22.3 If at any time during performance of the Contract, the Supplier or its sub-supplier(s) should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

23. Liquidated Damages

- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods or to perform within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to (0.5%) of the contract price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of (10%) percent of the delayed goods Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
- a. if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - b. if the Supplier fails to perform any other obligation(s) under the Contract.
- 24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC para. 24.1 and 24.3 below, the

Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24.3 Termination for Corrupt or Fraudulent Practices

The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Tenders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;

- 25. Force Majeure**
- 25.1 For purposes of this Contract, “Force Majeure” means an event beyond the control of the parties to the Contract and not involving either party’s fault or negligence and not foreseeable.
- 25.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.

- 25.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of raw materials from regular sources shall not be an excuse for the Supplier for not performing its obligations under this clause.
- 25.4 Any waiver/extension of time in respect of the delivery/acceptance of any installment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.
- 25.5 If such inability to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.
- 25.6 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of Force Majeure.
- 25.7 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26. Termination for Insolvency** 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 27. Termination for Convenience** 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to

which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within twenty eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers.

28. Resolution of Disputes

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

28.2 If, after twenty eight (28) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal Mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration.

29. Governing Language

29.1 The Contract shall be written in the language as specified in SCC. Subject to GCC Clause 30, the version of the Contract written in English language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English Language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of Liberia unless otherwise specified in the Special Conditions of Contract.

- 31. Notices**
- 31.1 Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party's address specified for that purpose in the Special Conditions of Contract.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties**
- 32.1 A Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination.

Section IV. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in General Conditions of Contract. The corresponding clause number in the General Conditions is Indicated in parentheses. Where sample provisions are furnished, they are only illustrative of the provisions that the Purchaser should draft specifically for each procurement.

- | | | |
|---|-----|--|
| 1. Definitions
(GCC Clause 1) | 1.1 | a. The Purchaser is: <i>Liberia Telecommunications Authority</i>
Address :
<i>Menetamba Road, Cooper's Beach Community</i>
<i>Paynesville, Liberia.</i>
<i>Mobile: 0886564210/077756410</i>

b. The Supplier is: <i>TBA</i>

b. The Delivery site is:

<i>Liberia Telecommunications Authority</i>
<i>Menetamba Road, Cooper's Beach Community</i>
<i>Paynesville, Liberia.</i> |
| 2. Country of Origin
(GCC Clause 3) | 2.1 | Any country of the World. <i>N/A</i> |
| 3. Performance Security
(GCC Clause 7) | 3.1 | The performance security will be as follows:
i. The amount of performance security as a percentage of the contract price, shall be 10 percent of the Tender Price in the currency of the Tender price. |
| | 3.2 | The validity of Performance Security shall be <i>N/A</i> the final installation and commissioning of the Goods and the issue of final acceptance certificate to the Suppliers. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's Warranty obligations in Accordance with Clause GCC 15.2. The supplier shall promptly extend the validity suitably to cover agreed extension of the Warranty period of the supplied goods. |

**4. Inspection and Tests
(GCC Clause 8)**

- 4.1 Inspection and tests prior to shipment of goods at final acceptance are as follows:
- a. The time limit for inspection and tests and the issuance of Certificate of acceptance and/or rejection should be no later than **28-56 days** of the completion of inspection and tests.
 - b. ***Quality of service being proposed shall be in line with the Terms of Reference (TOR).***

**5. Packing
(GCC Clause 9)**

- 5.1 Additional requirements for packing and marking as per GCC Clause 9.2 are as follows:
- a. ***Not Applicable.***

**6. Delivery and Documents
(GCC Clause 10)**

- 6.1 For Goods Supplied from abroad:
- a. Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by facsimile the full details of the shipment, including contract number, description of Goods, quantity, the vessel (or the flight number), the bill of lading number and date, port of loading, date of shipment, port of Discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:
 - i. Copies of the Supplier's invoice showing Goods description, quantity, unit price and total amount;
 - ii. Original and **[one]** copy of the

negotiable, clean on board, bill of lading (Consignment note) marked “freight prepaid” and *[insert number as required]* copies of non-negotiable bill of lading (Consignment note);

iii. Copies of the packing list identifying contents of each package;

iv. Insurance Certificate;

v. Manufacturer’s or Supplier’s Warranty Certificate;

vi. Inspection Certificate, issued by the nominated inspection agency, and the supplier’s factory inspection report; and

vii. Certificate of origin, certified/verified by the manufacturing company in case of Goods Manufactured locally.

[Other similar documents should be listed, depending upon the Incoterm retained or irrelevant document can be deleted.]

6.2 The documents as per clause 6.1 shall be received by the Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be Responsible for any consequent expenses.

6.3 For Goods within Liberia: Upon delivery of the goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

i. Copies of the Supplier’s invoice showing Goods’ description, quantity, unit price and total amount;

ii. Delivery note, transport receipt, railway receipt;

iii. Manufacturer’s or Supplier’s Warranty Certificate;

iv. Inspection Certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and

v. Certificate of origin.

6.4 The documents as per sub-clause 6.3 shall be received by the Purchaser before arrival of the goods and, if not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 11)	7.1	The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from “Warehouse” to “Warehouse” on “All Risks” basis, including War Risks and Strikes.
8. Incidental Services (GCC Clause 13)	8.1	Incidental services to be provided are: i. Installation and commissioning of equipment; ii. Operational and maintenance training of equipment. iii.[insert any other additional requirement]. <i>[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price. If no incidental services are required, state “not applicable”]</i>
9. Spare Parts (GCC Clause 14)	9.1	Additional spare parts requirements are: a. Supplier shall carry sufficient inventories to assure Ex stock supply of consumable spare parts for the Goods; b. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit. c. <i>[specify other additional requirements.]</i>
10. Warranty (GCC Clause 15)	10.1	In partial modification of the provisions, the warranty period shall be hour<i>[as applicable and if necessary]</i> of operation or 12-36 <i>[as applicable]</i> months from date of acceptance of the Goods or 12-36 <i>[as applicable]</i> months from the date of delivery, whichever occurs earlier <i>[Insert appropriate hrs/mths as per Technical Specification or Schedule of Requirements or as per the nature of the Goods]</i>. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: a. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract

at its own cost and expense and to carry out further performance tests in accordance with SCC 4.1 or

- b. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (0.1 to 0.5%) per week. *[The rate should be higher than the adjustment rate used in the Tender evaluation under ITB 28.5 (f) or (g).]*

10.2 The period for correction of defects in the warranty period is: 50% time of the delivery schedule of the particular goods.

10.3 **N/A** specify other suitable conditions for warranty, *if necessary*].

**11. Payment
(GCC Clause 16)**

11.1 Payment for Goods and Services supplied shall be made in United States Dollars, as follows;

- i. Advance Payment: Forty (40) percent of the Contract Price shall be paid within twenty-eight (28) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tender documents or another form acceptable to the Purchaser.
- ii. On Delivery: Forty (40) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.
- iii. On Acceptance: The remaining twenty (20) percent of the Contract Price shall be paid to the Contractor within twenty-eight (28) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

**12. Prices
(GCC Clause 17)**

12.1 Tender Prices may be adjusted only in the case of Tender validity extension requested by the Purchaser. *[To be inserted only if price is subject to adjustment under GCC Clause 17.1)*

12.2 Purchaser shall not entertain Contract Price variation due to the effect of any notice of notification of exchange rate variation of any convertible currency.

13. Liquidated Damages (GCC Clause 23)	13.1	Applicable rate for the Liquidated damages is : 0.1% Per day.
14. Resolution of Disputes GCC Clause 28)	14.1	The dispute resolution mechanism to be applied pursuant to clause 28.2 of the General Conditions of Contract shall be as follow: a. in the case of a dispute between the Purchaser and a Supplier which is a national of Liberia, the dispute shall be referred to adjudication/arbitration; and b. in the case of dispute between the Purchaser and the Foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.
15. Governing Language GCC Clause 29)	15.1	The governing Language shall be English .
16. Notices (GCC Clause 31)	16.1	For notice purposes, Purchaser and Supplier's addresses shall be as follows: Purchaser's address for notice purposes: <i>Liberia Telecommunications Authority Menetamba Road, Cooper's Beach Community Paynesville, Liberia</i> <i>Att: Procurement & Logistics Section Tel No: 0886564210/0777564210</i> Supplier's address for notice purposes: <i>TBA</i>

Section VI. Terms of Reference (TOR)

1.0 BACKGROUND:

The Liberia Telecommunications Authority (LTA) is an autonomous Entity established by law (Telecommunications Act, 2007), responsible for regulating and ensuring a vibrant, competitive environment amongst actors in the telecommunications industry. One Hundred Eighty-Four (184) employees are contributing towards achieving such mandate.

To ensure the good health of these employees for highest performance standards, the LTA offers personnel insurance coverage for all employees currently numbered at 184 and their respective dependents of 560.

The LTA thereby seeks to hire a competent and reputable insurance firm for FY 2026 to offer Personnel Insurance Coverage for all employees and their legally designated dependents; and provide life insurance coverage for 184 LTA's employees as stated in the IFB.

The minimum services for inpatient and outpatient services are discussed below:

2.0 SCOPE OF WORK:

CONTRACTOR is to provide insurance coverage for employees and designated dependent(s) of LTA. They are also to offer expert medical advice /assistance for treatment available from the pool of medical facilities it has arrangements with, in and outside of Liberia.

2.1 SERVICES REQUIRED FROM THE MEDICAL INSURANCE COMPANY:

- a. Dental care: 100% of expenses or visit and any tooth extraction. In addition, the CONTRACTOR shall pay for the treatment rendered for emergency dental care, to a maximum of the agreed number of doctor visits per Insured.
- b. Diagnostic test: The CONTRACTOR shall pay for in-hospital diagnostic test (i.e. X-Ray, Lab work etc....) as any other hospital expense under the terms and conditions of a contract (Annex 2). Outpatient diagnostic tests shall be covered at 100% per insured.
- c. Doctor Visits: the CONTRACTOR shall pay for visits to Physicians, to include treatment, out-patient surgery, and consultation, to a maximum of what is quoted in the Price Schedule per visit, with a maximum number of visits quoted in the Price Schedule per month for single Employee, family units (employee, spouse & Dependents).

- d. Eye Examination: The CONTRACTOR shall pay for eye examinations for the Employee and dependent, and if need be, provide doctor-prescribed glasses with frames.
- e. Hospitalization: The CONTRACTOR shall pay in-hospital expenses up to the maximum of an amount quoted in the Price Schedule per single Employee and dependent. This shall include payment for room and board, including all regular daily services and supplies in a licensed hospital; all other hospital services and supplies for medical care in the hospital; anesthetics and their administration; physician services for surgery and other medical care; and emergency benefits.
- f. Maternity: The CONTRACTOR shall pay for in-hospital maternity expenses including normal, caesarean, ectopic, or extra-uterine pregnancy, and miscarriage as per any other;
- g. Physical Therapy: The CONTRACTOR shall pay for in-hospital physical therapy expenses as any other hospital expense. Outpatient physical therapy expenses shall be covered at 100% per case per Insured person.
- h. Prescription Drugs: The CONTRACTOR shall pay inpatient prescription drugs as per any other hospital expense. The CONTRACTOR shall pay for outpatient drugs at 100% per insured person or per dependent.
- i. The CONTRACTOR shall provide attractive lump sum payments to designated members of an employee who may die as a result of sickness, poison, and accidents.

3.0 MODE OF SERVICE DELIVERY:

The CONTRACTOR shall provide alternative mode(s) of service delivery for Employees and their designated dependent (s) from facilities they have arrangements with other than medical slips, especially during emergencies, holidays, and weekends.

4.0 REPORTING:

The CONTRACTOR shall provide quarterly reports, commencing after the contract signing, detailing the medical services rendered to LTA employees by medical facilities (clinics/hospitals), including the cost and number of visits made. Said report shall be made to the Human Resources Section.

5.0 HOSPITAL AND REPRESENTATIVES LISTING:

The CONTRACTOR is to provide a detailed listing of all hospitals for which it has made formal arrangements, that is, from within and outside of Liberia. In addition, the CONTRACTOR is to submit on a quarterly basis and as necessary, their representatives' contacts for all hospitals/clinics it has arrangements with. New hospitals/clinics shall be

added to the list from time to time. In addition to the list, CONTRACT shall provide the preferred clinics and hospitals the LTA has considered. This list is a requirement:

LTA LIST OF REQUIRED HOSPITALS

No	Name of Hospital/Clinic	Address
1	John F. Kennedy Medical Center	21 st Street, Sinkor
2	ELWA Hospital	Paynesville
3	Snapper Hill Clinic	Roberts Street, Monrovia
4	Snapper Hill Clinic Annex	Jacob Town, Somalia Drive
5	Mawah Medical Clinic	Conneh Yard, Vaitown
6	Malag Clinic	Mechlin Street, Monrovia
7	Bishop John Collins Catholic Health Center	Logan Town, Bushrod Island
8	Snr. Barbara-Ann Catholic Health Center	Old LPRC Junction, Somalia Drive
9	Family Medical Center	Somalia Drive
10	Peace Clinic	Old Road, Sinkor
11	S.D.A Cooper Memorial Hospital	12 th Street, Sinkor
12	Amadiyya Muslim Clinic	10 th Street, Sinkor
13	S. O. S Medical Center	Tubman Boulevard, Congotown
	GIMS Hospital	Sophie Junction Beachside, Congotown
14	Kingdom Care	Duport Road, Paynesville
15	Hope for Women International	A.B. tolbert road, paynesville
16	New Eye Sight Center	72 nd SKD Boulevard, Paynesville
17	Faith Clinic	Hotel Africa Road, Virgina
18	Fidelity Clinic	20 th Street, Sinkor
19	T.H.T Hospital	Barnesville Road, Somalia Drive
20	Barcolleh Health Center	Kakata City, Margibi County
21	Phebe Hospital & School of Nursing	Suacoco, Bong County
22	J. F. Doe Memorial Regional Referral Hospital	Tappita City, Nimba County
23	Ganta United Methodist Hospital	Ganta City, Nimba County
24	St. Peter's Claver Catholic Health Center	Buchanan City, Grand Bassa County
25	Life Support Clinic	Fish Town, River Gee County
26	Catholic Health Center	Harper City, Maryland County
27	Catholic Health Center	Zwedru City, Grand Gedeh County
28	Voinjama Free Pentecostal Mission Clinic	Voinjama City, Lofa County
29	African Fundamental Baptist Mission	Korkoryah Road, Gbarnga, Bong County
30	Catholic Health Center	Pleebo, Maryland County
31	Curran Lutheran Hospital	Zorzor, Lofa County
32	E & J Hospital	Ganta City, Nimba County
33	Amadiyya Muslim Clinic	Tubmanburg City, Bomi County
34	Determiner Clinic	Far East Road, Gbarnga, Bong County
35	Global Medical Solution Clinic	Point Four Junction, Bushrod Island
36	14 th Military Hospital	Opposite EBK Barracks, Margibi County
37.	Jahmale Medical Solutions	E LWA Junction, Paynesville, Liberia
38.	Aspen Medical International Liberia	1 st Street Sinkor, Monrovia, Liberia

39.	Wellness Partners Health	Congotown Back Road
40.	Fertility Medical Center	Mount Barclay
41.	Metro Health Clinic	Zubahtown, Duport Road
Please note that firms are allowed to modify the above listing based on their offer, but must meet 95% of LTA's required hospitals or comparable.		

1.0 SERVICE STANDARDS:

The CONTRACTOR shall provide polite, responsive, and efficient service at all times to fulfill LTA's request.

7.0 PERSONNEL REQUIREMENTS:

The CONTRACTOR shall assign adequate and competent personnel to perform obligations under the contract with the LTA satisfactorily. In general, the CONTRACTOR shall assign the relevant personnel according to their technical know-how and reliability.

8.0 PAYMENT:

The Contractor shall be paid through a check written internally. Contractor shall be willing to accept payments either in Liberian or United States Dollars.

9.0 DURATION:

The contract is to commence after a contract is signed, presumably on *[insert date]*, and is to be executed during the entire duration of the Fiscal Year 2026 (i.e., 2026) unless terminated earlier.

Notwithstanding the preceding paragraph, the LTA reserves the right to terminate the contract at any time:

- a) After 14 days' notice in the event of a change of controlling ownership of the CONTRACTOR or in the event the CONTRACTOR fails to maintain the performance and service standards outlined in the contract; or
- b) Immediately in the event of the CONTRACTOR entering into liquidation, whether compulsory or voluntary, or entering into receivership, or defaulting on its payments to creditors.

1. Tender Form and Price Schedules

Date: _____

IFT No: _____

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the Tender documents, including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Tender documents for the sum of USD_____ *[total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will provide a Bank Guarantee acceptable to the Purchaser in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Tender for a period of *[insert number as specified in Tender validity period]* days from the date fixed for Deadline for Tender submission, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, 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")

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the Tender documents.

Dated this _____[dd] day of _____[mm] month of 26_____[yy].

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

PRICE SCHEDULE

PRICE SUMMARY (BIDDERS ARE TO USE ONLY THIS FORMAT)

Insurance Plan	Monthly Premium per Employee	Monthly Premium Dependent		Monthly Out-patient visit			Monthly In-patient visit					
Plan	(Insert cost) ⁵	Dependent(s)	(1-4) ⁶	Employee	(insert max visits) ⁷	(insert cost per visit) ⁸	Private ward			Semi-Private ward		
							Employee	(insert max visits) ⁹	(insert cost per visits) ¹⁰	Employee	(insert max visits) ¹¹	(insert cost per visits) ¹²
		Premium Cost	(Insert cost) ¹³	Dependent(s)	(Insert max visits) ¹⁴	(insert cost per visit) ¹⁵	Dependent	(insert max	(insert cost per visits) ¹⁷	Dependent	(insert max visits) ¹⁸	(insert cost per visits) ¹⁹

⁵Bidders are to insert the monthly premium per employee.

⁶ Refers to the maximum number of dependent(s) an Employee within LTA is allowed to insure.

⁷ Bidders are to state the maximum out-patient visits to be made by an employee of LTA to any medical facility for which they have an agreement with.

⁸ Bidders are to quote the estimated out-patient cost per visit for an employee;

⁹ Bidders are to state the maximum in-patient visit by an Employee to a private ward;

¹⁰ Bidders are to quote the cost per monthly in-patient visit by an Employee to a private ward;

¹¹ Bidders are to state the maximum in-patient visit by an Employee to a semi-private ward.

¹² Bidders are to quote the cost per monthly in-patient visit by an Employee to a semi-private ward.

¹³ Bidders are to quote the monthly premium cost per dependent;

¹⁴ Bidders are to state the maximum out-patient visits to be made by dependent(s) of an employee;

¹⁵ Bidders are to quote the estimated out-patient cost per visit for an Employee dependent;

¹⁷ Bidders are to quote the cost per monthly in-patient visit by a dependent to a private ward.

¹⁹ Bidders are to quote the cost per monthly in-patient visit by a dependent to a semi-private ward.

								visit s) ¹⁶			ts) ¹⁸	
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Total Ceiling of Tender Price (in words)

Signature of Bidder: _____

2. Bid Security Form (Bank Guarantee)

Date:

To *[name and address of Purchaser]*

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Tender dated *[date of submission of Tender]* for the supply of *[name and/or description of the goods and services]*

(hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that We *[name of bank/insurance/bonding institutions]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank/insurance company/bonding company”), are bound unto *[name of Purchaser]* The Government of Liberia (hereinafter called “the Purchaser”) in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank/Insurance Company/Bonding Company binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank/Insurance Company/Bonding Company this ____ day of _____*[mm]* 26____.

THE CONDITIONS of this obligation are:

1. If the Bidder

- (a) Withdraws its Tender during the period of Tender validity specified by the Bidder on the Tender Form; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its Tender by the Purchaser during the period of Tender validity:

¹⁶ Bidders are to state the maximum in-patient visit by a dependent to a private ward

¹⁸ Bidders are to state the maximum in-patient visit by a dependent to a semi-private ward.

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by him is due to him, owing to the occurrence of any of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of Tender validity or as it may be extended by the Purchaser, notice of

which extension(s) to the Bank/Insurance Company/Bonding Company is hereby waved.

And any demand in respect thereof should reach the Bank/Insurance Company/Bonding Company not later than the above date.

[signature of the bank/insurance company/bonding company]

Seal of the issuing Bank/Insurance Company/Bonding Company:

Witness :

Signature:

Name :

Address :

3. Qualification Information

Notes on Form of qualification Information

The information to be filled in by Bidders in the following pages will be used for the purpose of Post-qualification. This information will not be incorporated in the Contract. Please attach additional pages, if necessary.

1. For Individual Bidders or Individual Members of Joint Ventures.

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

Place of registration :
Principal place of business :
Power of attorney of signatory of Bidder : *[attach original]*

1.2 Total annual volume of supplies made in the last two years, in USD:

19xx/20xx
20xx/20xx
20xx/20xx
20xx/20xx

1.3 Supplies performed as prime Supplier on works of a similar nature and volume over the last two years. The value should be indicated in the same currency used for Item 1.2 above. Also list details of supplies underway or commITBed, including expected completion date.

Procurement ID No.	Name of Purchaser	Type of goods	Agreement date	Delivery completion	Value of

1.4 Financial reports for the last two years : balance sheet, profit and loss statements, auditors' reports, etc. List them below and attach copies.

.....
.....
.....
.....
.....
.....
.....

1.5 Names, addresses and telephone, telex, facsimile numbers and email addresses of banks that may provide references if contacted by the Purchaser.

.....
.....

.....

1.6 Information on current litigation in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved

2. Additional Requirements

2.1 Bidders should provide any additional information required in the Bid Data Sheet.

.....

4. Notification of Award

[This letter should be in the form of letterhead paper of the Purchaser]

.....*[Date]*

To: *[name of the Supplier]*

..... *[address of the Supplier]*

Subject : Notification of Award

This is to notify you that your Tender dated for execution of the contract of *[name and identification number of the Tender]* in the amount..... *[amount in words]*, as corrected in accordance with the Instructions to Bidders is hereby accepted.

This Notification of Award will constitute the formation of Contract. However, until and unless you furnish the Performance Security of L\$ OR US\$. *[amount of Performance Security in figures, i.e. 5% - 10% of the Successful Bidder's Tender Price]* and send it to us within fourteen (14) days of the receipt of this Notification of Award the Contract shall not be deemed as active. You are hereby instructed to proceed with the fulfilment of performance Security and Signing of Contract within fourteen (14) days of receipt of this letter. Failure to comply with the fulfilment of Performance Security and Signing of Contract within the time will constitute the failure of formation of contract and forfeiture of Bid Security. If you so required you may proceed with the processing of the Bank guarantee for the advance payment

You are hereby instructed to proceed with the necessary action for the execution of the said Procurement in accordance with the Tender and Contract documents.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Address for correspondence:

REPUBLIC OF LIBERIA
MONTSERRADO COUNTY

HEALTH INSURANCE CONTRACT

This contract made and entered into this ____ day of August, A.D. 2026 by and between the Liberia Telecommunications Authority, represented by its Acting Chairperson, Clarence K. Massaquoi, hereinafter known and referred to as the ("LTA"), and TBA, which is registered and operating under the laws of the Republic of Liberia, with head offices located on *****, hereinafter known and referred to as the ("Contractor") represented by and thru its General Manager & Chief Executive Officer*****. Collectively the LTA and the Independent Contractor are referred to as the "parties", hereby;

Witnesseth

WHEREAS, the LTA, in fulfillment of its commitment to provide Health Insurance services and coverage for its employees, and with authorization from the Board of Commissioners (BoC) decided to hire the professional services of an experienced and reputable Insurance Company to provide health insurance services and coverage for its employees under fixed prices/premium rates contract;

WHEREAS, the Procurement Committee of the LTA, with appropriate quorum, convened a meeting on ____, ____, 2026 in the conference Room of the LTA head offices located on Menetamba Road, Paynesville and approved the awarding of this Health Insurance Contract to TBA, after satisfying all of the requirements for the bidding process; and

WHEREAS, the CONTRACTOR represents that it possesses the professional competence and capacity to provide quality health insurance coverage for the employees of the LTA and to use its professional expertise in performing the services agreed to herein; and accordingly, the CONTRACTOR has indicated its acceptance of the offer of engagement of its services by the LTA.

NOW, THEREFORE, for and in consideration of the covenants, stipulations, understandings, mutual promises and agreements herein contained, and intending to be legally bound, the parties agree as follows, to wit:

ARTICLE 1: ELIGIBILITY

2.1. Eligible Participants: All current Employees of the LTA and their legal designated dependents are eligible for insurance coverage under this contract. The Human Resource Office shall certify changes in covered participants as they do occur.

2.2 Terms of Eligibility: Each Employee and their designated dependents are eligible for health benefits under this CONTRACT. Each new Employee and his/her dependents will be eligible upon successful completion of his/her probationary period with the LTA. This coverage will continue during all period of paid leave as well as during period of leave without pay that are less than one month in duration.

ARTICLE 2: Coverage

3.1. Dental Care: limit payable of ***** of annual outpatient benefits (US\$*****) for cavity filling, tooth extraction etc. In addition, the CONTRACTOR shall pay for the treatment rendered for all emergency dental care.

3.2 Diagnostic test: The CONTRACTOR shall pay for in hospital diagnostic test (I.e., X-ray, Lab work, etc.) as any other hospital expense under the terms and conditions of this contract. Outpatient diagnostic test shall be covered at ***** per insured.

3.2 Doctor Visits: the CONTRACTOR shall pay for visits to physicians, to include treatment, out-patient surgery and consultation, to a maximum of *** of annual Out-Patient benefits (US\$*****) payable for single Employees, family units (employee, spouse & dependents)

3.4. Eye Examination: the Contractor shall pay for eye examinations and treatment for employees and their dependents, and provide glasses for employees once every two years if required.

3.5 Hospital Expenses: the Contractor shall pay In-Hospital expenses up to the maximum amount quoted in the price schedule per single employee and dependent. This shall include payment for room and board including all regular daily services and supplies in a licensed hospital, all other hospital services and supplies for medical care in the hospital and anesthetics and their administration, physician services for surgery and other medical care and emergency benefits

3.6 Hospitalization: The CONTRACTOR shall pay for in-hospital expenses up to the maximum of US\$***** (*****) per single employee and dependents for Private and Semi-Private Wards. This shall include payment for room and board including all regular daily services and supplies in a licensed hospital; all other hospital services and supplies for medical care in the hospital; anesthetic and their administration; physician services for surgery and other medical care; and emergency benefits.

3.7 Maternity: The CONTRACTOR shall pay for in hospital maternity expenses including antenatal care, normal birth, caesarean section, ectopic or extra uterine pregnancy, and miscarriage.

3.8 Physical Therapy: The CONTRACTOR shall pay for in hospital physical therapy expenses as any other hospital expense as detailed in this CONTRACT. Out-patient physical therapy expenses shall be covered at ***** per case per insured person.

3.9 Prescription Drugs: The CONTRACTOR shall pay inpatient prescription drugs as per any other hospital expense. The CONTRACTOR shall pay for outpatient prescription drugs at ***** per insured person or per dependent.

ARTICLE 3: EFFECTIVE DATE OF CONTRACT

4. This Contract shall take effect in 2026. This contract is for the fiscal year 2023. However, the initial period of this contract shall be from. This contract may be extended or renewed by the LTA for an additional period under terms and conditions to be agreed upon by the parties.

ARTICLE 4: SCOPE OF SERVICES

5. In addition to services listed under coverage, CONTRACTOR may assist Employees who wish to seek further medical treatment unavailable in Liberia. However, the CONTRACTOR shall not be liable for payment associated with such medical treatment received outside Liberia.

ARTICLE 5: WARRANTIES OF THE CONTRACTOR

6.1. In accordance with the terms and conditions of this CONTRACT, except for the option to seek unavailable medical treatment outside of the Republic of Liberia, the CONTRACTOR hereby undertakes to be the sole provider of Health Insurance Services for the Employees of the LTA for the duration of the contract.

6.2 If the LTA requires additional services during the performance of this CONTRACT not expressly included under the scope of services to be provided herein, the LTA will notify the CONTRACTOR, and the parties will negotiate an addendum to this CONTRACT for the provision of such additional services. The CONTRACTOR shall have no obligation to provide any such service until the parties execute an addendum to this CONTRACT for such services.

6.3. The CONTRACTOR shall maintain medical insurance files for each eligible Employee to include, as a minimum, receipts and proof of paid claims, requests for claim reimbursements, and accounting of paid benefits with balances of amounts remaining in the annual per person reimbursement ceiling.

ARTICLE 6: PREMIUM

7. That in consideration of the services provided herein, the CONTRACTOR shall charge the following rates:

a) The monthly premium rate per employee is US \$ ***** ().

b) Dependents shall be covered under the monthly premium rate of US\$ ***** ().

c) The LTA will only pay a premium based on the actual number of insured covered, as certified by the LTA Human Resources Section from time to time

ARTICLE 7: PRICE AND PAYMENT TERMS

8.1. The CONTRACTOR shall submit its invoice to LTA in advance for the services rendered under this CONTRACT and payment shall be made within seven (7) days after the receipt of the invoice. However, payment on the first invoice will be made at the inception of this CONTRACT.

8.2 Price/Premium calculation shall be based on the number of covered Insured as certified by LTA representative. Attached will be the insurance plan for 99 employees and 103 dependents and marked as EXHIBIT “1” and made an integral part of this contract.

ARTICLE 8: WARRANTIES OF THE LTA

9. The LTA's representative for the implementation of this contract shall be the Staffing & Employee Relations Manager to be assigned the following responsibilities:

a) The inspection and acceptance of services, including but not limited to reviewing the CONTRACTOR's invoices and supporting documentation required by this CONTRACT. The Staffing & Employee Relations Manager may also provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under this CONTRACT.

B) The LTA Chairperson shall authorize changes in writing, usually by formal CONTRACT modification (except for inclusion and exclusion of Employees and dependents, which may be done without CONTRACT modifications)

C) The Staffing & Employee Relations Manager shall maintain an updated list of Employees insured which will supersede the initial list to be provided under this CONTRACT and submitted to the CONTRACTOR

D) The Staffing & Employee Relations Manager shall have an additional responsibility of maintaining the eligible listing of Employees for insurance coverage.

ARTICLE 9: INSPECTION AND ACCEPTANCE

10.1 The LTA shall have the right to review all services performed by the service providers at the designated medical facilities during the term of this CONTRACT. LTA shall perform such review in order to determine the quality of services being provided to its Employees and their dependents, and the CONTRACTOR shall cooperate with such reviews by the LTA.

10.2 Either party may add or delete hospitals in consultative agreement with the other party as may be deemed necessary throughout the contractual period.

10.3 Periodic performance review meeting shall be held between the LTA and the CONTRACTOR to provide feedback relating to the CONTRACTOR's performance and to allow the CONTRACTOR to implement remedial action, if required.

10.4 Acceptance of services shall be deemed to occur after payment for these services has been rendered.

ARTICLE 10: FORCE MAJEURE

The Parties mutually agree that either Party will notify the other in the event it is unable to [perform any of its responsibilities under this agreement, as a result of force majeure. A delay in the prevention of performance of the CONTRACT by force majeure of the control of the CONTRACT shall not be regarded as a violation or breach of the CONTRACT.

Force Majeure include but not limited to: Acts of God, including storm; flood, earthquake, and hurricane; strikes, revolution, riot and civil insurrection; fire, flood, explosion and nuclear incident, war with or without declaration, invasion, battles, and piracy; terrorist acts or threats; governmental acts, priorities, material control regulations or orders; political risks or upheavals; failure of CONTRACTOR to perform due to causes beyond their control; failure of any government to grant export licenses and/or revocation of export license; embargo, disease, quarantine, and trade ban. The foregoing shall apply even though any such cause may exist at the time of the Effective date of CONTRACT or occurs after CONTRACTOR's performance of its obligations is delayed due to force majeure.

ARTICLE 11: WARRANTY OF GOOD PERFORMANCE

The CONTRACTOR shall perform its obligations under this CONTRACT with the necessary care and diligence and efficiently, and in accordance with generally accepted commercial business practices in the insurance industry.

ARTICLE 12: CONFIDENTIALITY AND RECORDS KEEPING

13.1 Employee information and other documents supplied by the LTA to the CONTRACTOR shall be treated as confidential, and the CONTRACTOR shall take all necessary steps to ensure that Employees' medical information and other documents are not disclosed to any person other than a person employed or engaged by the receiving Party, whether under this CONTRACT or otherwise.

13.2 Except with the written consent of the disclosing Party, the receiving Party shall not make use of any proprietary information described in this Article other than for purposes of performance of this CONTRACT.

13.3 The obligations of this Article shall be effective with respect to particular information for a period of seven (7) years from the date of termination or expiration of this CONTRACT.

ARTICLE 13: DISPUTE RESOLUTION/ARBITRATION

14.1 The Parties shall attempt to resolve any dispute arising under or related to this CONTRACT or concerning an alleged breach of this CONTRACT within seven (7) days of notice by one party to the other that a dispute exists, or such other time period as they may mutually agree.

14.2 In the event that a dispute is not resolved as provided for above, the dispute shall be referred for resolution to the next higher level of management within the respective Parties' organizations. Should such a higher level of management be unable to resolve the dispute within seven (7) days of referral or such other time in accordance with this Arbitration Clause.

14.3 Arbitration: Subject to a pre-requisite to attempt to resolve any dispute(s) in accordance with this Article (Dispute/Resolution), the Parties agree to submit any dispute arising out of this CONTRACT to arbitration in accordance with the provisions of the Civil Procedure Law of Liberia, in effect on the date that such notice is given (the "RULES"). Arbitration shall be held in Liberia. Arbitration proceedings shall be conducted in English. A tribunal consisting of three (3) arbitrators selected in accordance with this Article shall conduct the arbitration.

14.4 Procedure: A Party demanding arbitration of a controversy shall be in writing, specify the matter to be submitted to arbitration, and, simultaneously, choose and nominate a competent individual to act as an arbitrator. The Party initiating arbitration of a dispute shall be treated as the Claimant Party in the arbitration.

Therefore, within seven (7) days after receipt of such written notice, the other Party shall, in writing, choose and nominate a second competent arbitrator. The two arbitrators so chosen shall promptly meet and select a third arbitrator, giving a written notice to both Parties of their choice and fixing a time and place at which both parties may appear and be heard with respect to the controversy at hand. In the event the two arbitrators fail to agree upon a third arbitrator within a period of seven (7) days, or if, for any other reason, there is lapse in the naming of an arbitrator or arbitrator(s), or the filing of a vacancy, or in the event of failure or refusal of any arbitrator (s) to attend or fulfill his or their duties, then upon application by either party to the controversy, an arbitrator or arbitrators shall be named according to the Liberia Insurance Act of 1979.

14.5 Award: The Arbitration award made shall be final and binding upon the parties, and judgment may be entered thereon, upon the application of either party to any court having jurisdiction.

14.6 Costs and Expenses: Each Party shall bear the cost of preparing and presenting its case. The cost of arbitration, including fees and expenses of the third arbitrator, will be shared equally by the parties unless the award otherwise provides.

14.7 Equitable Relief: Notwithstanding the above, the Parties shall each have the right to obtain injunctive relief, if necessary, in order to prevent the other Party from willfully breaching its obligations under this CONTRACT or to compel the other Party to perform its obligations under this CONTRACT.

ARTICLE 14: CHANGES

Either party may, from time to time, propose changes within the general purpose or general scope of this CONTRACT. No changes shall be made until mutually agreed in writing. This CONTRACT shall be amended to implement such changes.

ARTICLE 15: NOTICES

Notice to the Parties shall be addressed to their authorized representatives at their designated addresses below:

Liberia Telecommunications Authority (LTA)

TBA

Attention: Clarence K. Massaquoi

Address: Menetamba Road, Cooper's Beach Community
Paynesville, Liberia

ARTICLE 16: TERMINATION

Either Party may terminate this CONTRACT in its entirety at any time by written notice in accordance with Article 15, Notices, if any of the following occur:

- a) The terminating party determines that a termination is in its best interest or
- b) A Party defaults in performing a material obligation under this CONTRACT and fails to cure such default within one week after receiving a notice specifying the default.
- c) In the event either party terminates, it is agreed that the CONTRACTOR shall have no responsibility for liability beyond the termination date.

ARTICLE 17: SEVERABILITY

18.1.1 If any provision of this CONTRACT is determined to be illegal, invalid or unenforceable, the remainder of the CONTRACT shall continue to be in full force and effect.

18.1.2 The failure to enforce any provision of the CONTRACT by either Party shall not invalidate such provision or any other provision of the CONTRACT nor the CONTRACT as a whole. The

failure in one or more instances of a party to enforce any provision of this CONTRACT shall not affect the subsequent enforcement of such provision.

ARTICLE 18: ASSIGNMENT

The benefits and responsibilities of this CONTRACT shall be binding upon the respective successors and assigns of the Parties hereto, but neither Party may assign any portion of this CONTRACT to a separate legal entity without the prior written consent of the other party. Neither Party will unreasonably withhold consent. This assignment restriction shall not apply in the event of an assignment by CONTRACTOR to any subsidiary, affiliate, or successor corporation.

ARTICLE 19: ENTIRE CONTRACT

This CONTRACT embodies the entire CONTRACT between the Parties with respect to the subject matter hereof and supersedes all prior representations, CONTRACTs and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, exist between the Parties except as herein expressly set

IN THE PRESENCE OF:

FOR: TBA

GENERAL MANAGER&
CHIEF EXECUTIVE OFFICER

**FOR: THE LIBERIA TELECOMMUNICATIONS
AUTHORITY (LTA)**

Clarence K. Massaquoi
Chairperson, LTA/BoC

6. Manufacturer's Authorization Form

Date:

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturer of *[name and/or description of the goods]*, having factories at *[address of factory]*

I hereby authorize *[name and address of Agent]* to submit a Tender, and subsequently negotiate and sign the Contract with you against IFT No. *[reference of the Invitation to Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Tender.

7. Performance Security Form

Date:

To: [name of Purchaser]

[address of Purchaser]

WHEREAS *[name and address of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____*[yy/mm/dd]* to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank guarantee:

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

We hereby waive the necessity of demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods to be supplied there under or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from liability under this Guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee is valid until a date 28 day from the date of issue of the Certificate of Acceptance.
Signature and seal of the Guarantors

[name of bank]

[address]

[date]

Bank Guarantee Form for Advance Payment

Date:

To: [name of Purchaser]

[address of Purchaser]

[name of Contract]

Gentlemen and/or Ladies;

In accordance with the payment provision included in the Special Conditions of Contract, to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with *[name of the Purchaser]*, The Government of Liberia (hereinafter called “the Purchaser”) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words in Liberian or United States Dollars]*.

We, the *[name of the bank]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words in Liberian or United States Dollars]*.

We further agree that no change or addition to or other modification of the terms of the supply of Goods to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this Guarantee and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Supplier.

Yours truly,
Signature and seal of the Bank

[name of Bank]

[address]

[date]

