REPUBLIC OF LIBERIA

NATIONAL COMPETITIVE BIDDING (NCB)

IFB No.MOE/SBA/PSIP/NCB/003/20/26

Procurement for the

SUPPLY OF LOCAL FURNITURE FOR THE SCHOOL FEEDING CENTERS

Ministry of Education
Ministerial Complex, Congo Town
Monrovia, Liberia

Issued Date: Friday, October 9, 2026

Date of Submission: Friday, October 23, 2026

Invitation for Bids (IFB)
NATIONAL COMPETITIVE BIDDING (NCB) FOR
Supply of Local Furniture for the School Feeding Center
IFB No. MOE/SBA/PSIP/NCB/003/20/26

1The Ministry of Education (MOE) has received funding from the Government of Liberia under the national budget for fiscal year 2026 and intends to apportion part of its cost towards eligible payments under the contract for the Procurement for the Supply of Local Furniture for the School Feeding Center and intended to hire company (s) to conduct Supply of Local Furniture for the School Feeding Center for the **Ministry of Education**

The Ministry of Education now invites sealed bids from eligible and qualified bidders to participate in its bidding process for the Procurement for the Supply of Local Furniture for the School Feeding Center as stated below:

Item	Description	Quantity
1.0	**Production of Furniture for the Feeding center**	**Chair – Table 115 Pcs**

Bidding will be conducted through the National Competitive Bidding (NCB) procedures approved by the Public Procurement and Concessions Commission (PPCC) specified in the Public Procurement and Concessions Act (PPCA) and is open to all bidders as defined in the Bidding Documents.

Interested eligible bidders may obtain further information from **the Division of Procurement, [Room #419, 3rd Floor], Ministry of Education, Ministerial Complex, Congo Town, Monrovia or email moeprocurement.gol@gmail.com and inspect the Bidding Documents from Friday, 9 October, 2026 to Thursday, October 22, 2026, from 9:00 a.m. to 4:00 p.m.**

Qualification requirements include:

- **Current Business Registration and Tax Clearance Certificates**
- **Evidence of similar goods delivered for last 3 years**
- **Bid Securing Declaration**

See Bid Data Sheet in the bidding documents for additional requirements.

A complete set of Tender documents in English may be obtained **ONLINE** by interested Bidders for each set bidding document. On **Friday October 23, 2026 Opening date: Time: 11:00 a.m., Place: ONLINE.**

A complete set of Tender documents in English may be obtained **ONLINE** by interested Bidders for each set bidding document. On **Friday October 23, 2026 Opening date: Time: 11:00 a.m., Place: ONLINE.**

Tenders must be delivered to the address **ONLINE** on or before 11:00 a.m. on **Friday, October 23, 2026**. Late Tender will be rejected. Tenders will be opened on deadline day. Bids shall be valid for a period of **90 days** after the deadline of Bid submission.

The address referred to above is:

Division of Procurement
Ministry of Education
Room #419, 3rd Floor
Ministerial Complex, Congo Town
Monrovia

Signed: _____
Head of Procurement Unit

Approved: _____
Head of Procuring Entity

Section I. Instructions to Bidders
Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1The Ministry of Education (MOE) has received funding from the Government of Liberia national budget and intends to apportion part of its cost towards eligible payments under the contract for the Supply of Local of Furniture for the School Feeding Center and intended to hire company (s) to conduct Supply of Local of Furniture for the School Feeding Center for the **Ministry of Education**.

NOTE: The bidding document for The Production of Furniture for the PSIP School Feeding Center.

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

1.3 Throughout these Bidding Documents:

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

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

(c) "day" means calendar day.

2. Source of Funds

2.1 The Ministry of Education intends to apply part of public funds from the Government of Liberia **as defined in the BDS,** towards the cost of the Project, **as defined in the BDS,** to cover eligible payments under the Contract for the Works.

3. Fraud and Corruption

3.1 The Bidders, Suppliers, Contractors, and Consultants are required to observe the highest standard of ethics during the procurement and execution of contracts and all public funded contracts.

4. Eligible Bidders

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

4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated, or has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the GOL to provide consulting services for the preparation or supervision of the Works, and any of its affiliates **shall not be eligible to bid.**

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

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

5. Qualifications of the Bidder

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

5.2 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders shall be considered for award of Contract. These qualified bidders should

submit with their bids any information updating their original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

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

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

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

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

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

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

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

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

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

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

(j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

The ceiling for sub contractor's participation is s**tated in the BDS.**

(k) evidence of payment of social security contribu**tions**, where applicable

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

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

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

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

(d) one of the partners shall be nominated as bei**ng** in charge, authorized to incur liabilities, and receive in**structions** for and on behalf of any and all partners of the join**t** venture; and

(e) the execution of the entire Contract, including p**ayment**, shall be done exclusively with the partner in charge

(f) a copy of the Joint venture Agreement enter**d** into by the partners shall be submitted with the bid; or a L**etter** of Inten**t** to execute a joint venture agreement in t**he** event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

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

(a) an average annual financial amount of con**struction** work over the period specified in the **BDS** of at le**ast** the multip**le** indicated in the **BDS**

(b) experience as prime contractor in the constru**ction** of at least the number of works of a nature and compl**exity** equivalent to the Works over the period **specified i**n **the BDS** (to

comply with this requirement, works cited should be at least 70 percent complete);

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

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

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

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

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

5.7 Domestic bidders and joint ventures of domestic bidders applying for eligibility for a 7½-percent margin of preference in bid evaluation shall supply all information to satisfy the criteria for eligibility as described in ITB Clause 31.

6. One Bid per Bidders

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

7. Cost of Bidding

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

8. Site Visit

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

B. Bidding Documents

9. Contents of Bidding Documents

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

Invitation for Bids

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

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the GOL in writing at the GOL's address **indicated in the BDS.** The GOL shall respond to any request for clarification received earlier than 21 days[1] prior to the deadline for submission of bids. Copies of the GOL's response shall be

forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the GOL may modify the Bidding Documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents.[2] Prospective bidders shall acknowledge receipt of each addendum in writing to the GOL.

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

C. Preparation of Bids

12. Language of Bid

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

13. Documents Comprising the Bid

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

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

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

(c) priced Bill of Quantities;

(d) Qualification Information Form and Documents;

(e) Alternative offers where invited;

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

14. Bid Prices

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

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities.[3] Items for which no rate or

price is entered by the Bidder shall not be paid for by the GOL when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

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

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

15. Currencies of Bid and Payment

15.1 The unit rates and prices shall be quoted by the Bidder entirely in the currency of the Republic of Liberia as **specified in the BDS** Foreign currency requirements shall be indicated as percentages of the Bid price (excluding provisional sums[4]) and shall be payable at the option of the Bidder in up to three foreign currencies.

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

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

15.4 Bidders may be required by the GOL to clarify their foreign currency requirements and to substantiate that the amounts

included in the rates and prices, **if required in the BDS,** are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

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

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

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

17.Bid Security and Bid-Securing Declaration

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

17.2 The Bid Security shall be in the **amount specified in the BDS** and denominated in the currency of the Republic of Liberia or the currency of the Bid or in another freely convertible currency, and shall:

(a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond or surety issued by an insurance or bonding institution;

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

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

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

(e) be submitted in its original form; copies shall not be accepted;

(f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 16.2.

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

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

17.5 The Bid Security may be forfeited or the Bid–Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 16.2; or

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

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

(i) sign the Contract; or

(ii) furnish the required performance security.

17.6 The Bid Security or Bid Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-

Securing Declaration shall be in the names of all future partners as named in the letter of intent.

18. Alternative Proposals by Bidders

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

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

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

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

19. Format and Signing of Bid

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

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

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the PE, or as necessary to

correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

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

D. Submission of Bids

20. Submission, Sealing and Marking of Bids

20.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS,** bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the procedures **specified in the BDS.** The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES."

20.2 The inner and outer envelopes shall

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

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

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

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

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

21. Deadline for Sub-mission of Bids

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

21.2 The PE may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the PE and the bidders previously

subject to the original deadline shall then be subject to the new deadline.

22. Late Bids

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

23. Withdrawal, Substitution and Modification of Bids

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

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

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

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

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

E. Bid Opening and Evaluation

24. Bid Opening

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

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

24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions, or modifications, the presence or absence of Bid Security or Bid-Securing Declaration, if required, and such other details as the FE

may consider appropriate, shall be announced by the Procurement Committee of the PE at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22. Substitution Bids and modifications submitted pursuant to ITB Clause 23 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids shall be returned un-opened to bidders

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

25. Confidentiality

25.1 Information relating to the Examination, Clarification, Evaluation, and Comparison of Bids and Recommendations for the Award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence the PE's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of Bids, the PE may, at the PE's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates.[5] The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the GOL in the evaluation of the Bids in accordance with ITB Clause 28.

27. Examination of Bids and Determination of Responsiveness

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

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the PE's or GOL's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

28. Correction of Errors

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

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

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

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

29. Currency for Bid Evaluation

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

the Bid and then reconverted to the currency of the Republic of Liberia using the exchange rates prescribed in ITE Sub-Clause 15.2.

30. Evaluation and Comparison of Bids

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

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

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

(b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work,[6] where priced competitively;

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

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

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

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

30.5

31. Preference for Domestic Bidders

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

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

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

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

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

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

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

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

(ii) Group B: all other bids.

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

F. Award of Contract

32. Award Criteria

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

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

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

34. Notification of Award and Signing of Agreement

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

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

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

34.4 The PE shall publish in the *(insert appropriate publication) e.g. Public Procurement Bulletin)* the results identifying the bid and lot numbers and the following information: (i) name of each bidder who submitted a bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations for the failure of their bids. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the

Purchaser in writing to explain on which grounds its bid was not selected.

35. Performance Security

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

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

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

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

36. Advance Payment and Security

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

37. Adjudicator

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

Bidding Data Sheet

A. General	
ITB.1.1	Name of Purchaser: **Ministry of Education**
ITB. 2.1	The Source of Funds is the **National Budget**
ITB. 2.1	Name of Contract: **Supply of Local of Furniture for the School Feeding Center** **IFB No. MOE/SBA/PSIP/NCB/003/2026**

Item	Description	Quantity
1.0	**Production of Furniture for the Feeding center**	**Chair –Table** **115 Pcs**

ITB 1.2	The Intended Completion Date is 180 days for the Production of Furniture.
ITB 2.1	The Employer is Ministry of Education
ITB 2.1	The Source of the funding National Budget
ITB 5.3 (j)	The threshold for sub contractor's participation is: Not Applicable
ITB 5.4	The qualification data required from bidders in ITB Sub-Clause 5.4 are modified as follows: **I. Current Business Registration Certificate** **II. Current Tax Clearance Certificate** **III. Article of Incorporation** **IV. Bid Securing Declaration**
ITB 5.5	Criteria for Tender evaluation shall be on the bases of : **(i) Current Business Registration and Tax Clearance Certificates** **(ii) Evidence of similar goods delivered for last 3 years** **(iii) Bid Securing Declaration** **(iv) Past Performance Record**

B. Bidding Documents

ITB 12.1	The language of the bid is: **English**
ITB 17.1	Bid shall include a **Bid-Securing Declaration** using the form included in **Section X." Bidders must declare for at least two (2) years**
	D. Submission of Bids
ITB 20.1	Bidders may submit their bids electronically: **ONLINE**
ITB 20.2 (b)	**IFB No. MOE/SBA/PSIP/NCB/003/2026**
ITB 21.1	The deadline for submission of bids shall be: **Date: Friday, October 23, 2026** **Time: 11:00 am** **Place: *ONLINE***
	Deadline for Bid Modification and Withdrawal: **Date: Thursday, October 22, 2026** **Time: 4:00 PM** **Place: Ministry of Education, Procurement office**
ITB 24.1	The bid opening shall take place at: **Date: Friday, October 23, 2026** **Time: 11:00 am** **Place: ONLINE**
ITB 31.1	Domestic contractors **shall not** receive a margin of preference in Bid evaluation.
	F. Award of Contract
ITB 32.1	The contract shall be awarded to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who offered the lowest evaluated bid price.
ITB 35.1	The Standard Form of Performance Security acceptable to the GOL shall be **Performance Bond** in an amount 30% of the contract price. **N/A**
ITB 36.1	The Advance Payment shall be limited to 20% percent of the Contract Price. The advance payment shall be guaranteed by a Security.
ITB 37.1	The Adjudicator shall be proposed by the Ministry of Education. The hourly fee for this proposed Adjudicator shall be **US$100.00.** The Appointing Authority is **Engineering Society of Liberia**

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;

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.

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 supply of goods to deliver and performance of services to be complete.

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 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. Inspections and Tests

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) 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 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. **Payments shall be made in both Liberian Dollars (40%) and United States Dollars (60%).**

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 Suppler.

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 authorised 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**	1.1	a. The Purchaser is:

(GCC Clause 1)		**Ministry of Education** **Ministerial Complex, Congo Town** **P. O. Box 10-9012** **1000Monrovia, 10 Liberia** b. The Contractor is:..... ..... *[Name and Address of Contractor]* c. The Delivery site is: Ministry of Education **Ministerial Complex, Congo Town** P. O Box 10-9012 1000 Monrovia, 10 Liberia
2. Country of Origin (GCC Clause 3)	2.1	Any Country of the World
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% of the Tender Price in the currency of the Tender price.
	3.2	The validity of Performance Security shall be one (1)month after the final installation and delivery of the furniture and the issue of final acceptance certificate to the contractor.
4. Inspection and Tests (GCC Clause 8)	4.1	Inspection and tests prior to delivery and acceptance of furniture 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 20 days after the completion of inspection and tests.

5. Packing (GCC Clause 9)	5.1	Additional requirement for packing and marking as per GCC Clause 9.2 are as follows: a. furniture must be packaged and appropriate labeled b. **Not Applicable**
6. Delivery and Documents (GCC Clause 10)	6.1	For Goods Supplied from abroad: **Not Applicable** 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 Good's description, quantity, unit price and total amount; ii. Original and ***two*** copies of the negotiable, clean on board, bill of lading (Consignment note) marked "freight prepaid" and ***two*** copies of non- negotiable bill of lading (Consignment note); iii. Copies of the packing list identifying contents of each package; iv. Insurance Certificate; v. Manufacturers 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.

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: **NOT APPLICABLE**

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. **NOT APPLICABLE**

8. Incidental Services (GCC Clause 13)

8.1 Incidental services to be provided are: N/A

i. Repairs, operational and maintenance testing of furniture;

9. Spare Parts (GCC Clause 14)

9.1 Additional spare parts requirements are: **N/A**

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.

10. Warranty (GCC Clause 15)

10.1 In partial modification of the provision the warranty period shall be one (1) months from the date of service. The Supplier shall in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for any reason 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 modification and/or addition to the Goods or any part thereof as may be necessary in order to attain the contractual guarantee 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 0.5% per week.

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

11. Payment (GCC Clause 16)

11.1 Payment shall be made through the Government of Liberia payment Voucher system after delivery. **Payment shall be made in both United States Dollars (60%) and Liberian Dollars (40%).**

i. On delivery and inspection of the **goods**, 100% payment shall be paid to the **contractor** within twenty-eight (28) days after the date of the acceptance 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.

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% to 0.5% 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 Contractor which is a national of Liberia, the dispute shall be referred to adjudication/arbitration; and
15. Governing Language GCC Clause 29)	15.1	The governing Language shall be **English**.
16. Notices (GCC Clause 31)	16.1	For the notice purposes Purchaser and Supplier's address shall be as follows: Purchaser's address for notice purposes: **Ministry of Education** **Ministerial Complex, Congo Town** **Monrovia** Supplier's address for notice purposes: ....

Section V. Schedule of Requirements

Item	Description	Quantity
1.0	**Production of Furniture for the Feeding center**	**Chair – Table 115 Pcs**

SEE DRAWINGS ATTACHED

MINISTRY OF EDUCATION
REPUBLIC OF LIBERIA

GOVERNMENT
REPUBLIC OF LIBERIA

MINISTRY OF EDUCATION

Proposed folding table metal frame/ polyethylene with attached bench Project

For ECE, Lower and Upper Basic, JSS and SSS

Government of Liberia School Furniture Project
(Folded Metal with polyethylene table /bench)

100% DESIGN DEVELOPMENT (WORKING DRAWINGS)

PROJECT TEAM

Ministry of Education, Division of Physical Environment

GOL School Furniture Project



Architectural Visualization | folding table with metal frame/ polyethylene and attached bench

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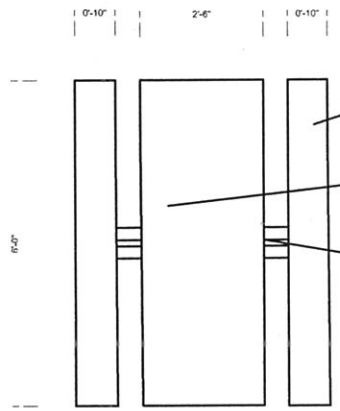
THE FOLLOWING SET OF DRAWINGS IS THE PROPERTY OF THE MINISTRY OF EDUCATION, GOVERNMENT OF LIBERIA. IT MUST NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE WRITTEN CONSENT OF THE DIVISION OF PHYSICAL ENVIRONMENT, DEPARTMENT OF PLANNING AND RESEARCH OF THE MINISTRY OF EDUCATION

STAMPS OCTOBER, 2026

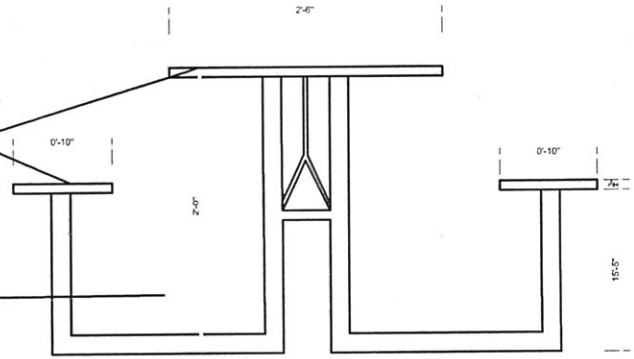
REV.	DR NO.
X	A1-100



BENCH and Frame: Top of bench UV-protected High-density polyethylene (HDPE) $\frac{3}{4}$ thickness, with no crack, peel, rust and chip (fasten with bolt in thic

Table top and Frame: 1" Iron tube (Non hollow square bar) anti-rust with two coats of enamel (sprayed), fasten with $1\frac{1}{2}$ bolt nut , fabricated with leg cap on each chair leg.

Metal Frame: 1" Iron tube (non hallow square bar) anti-rust with two coats of enamel (sprayed), fasten with $1\frac{1}{2}$ bolt nut , fabricated with leg cap on each chair leg.



RIGHT SIDE PLAN VIEW

FRONT ELEVATION

NOTES: The entire metal folding table with a attached bench should co-exist with all weather conditions.

FOLDING TABLE WITH METAL FRAME, WITH A ATTACHED BENCH

Scale:	N/A
Designed by:	U. C. KING
Drawn by:	Joanna Gibson
Checked by:	DPE/MOE
Date	December 2024

BUILDING NAME: Metal folding table with a attached bench

DRAWING TITLE: *Plan view and front side Elevations*

FR-100

CLIENT:

MINISTRY OF EDUCATION

Department of Planning & Research
Division of Physical Environment
Ministerial Complex Congo Town
Monrovia - Liberia

www.moe.gov.lr

No.	Description	Date

CONSULTANTS

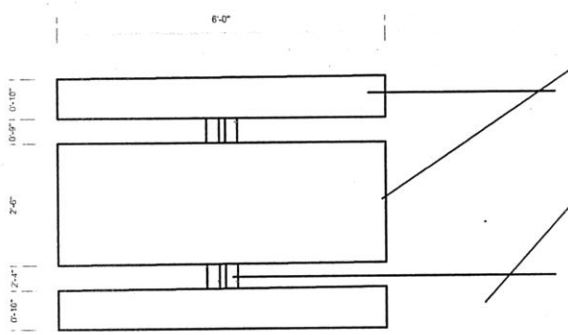
PROJECT DETAILS:

MINISTRY OF EDUCATION METAL & POLYETHYLENE FURNITURE PROJECT

Division of Physical Environment

NORTH

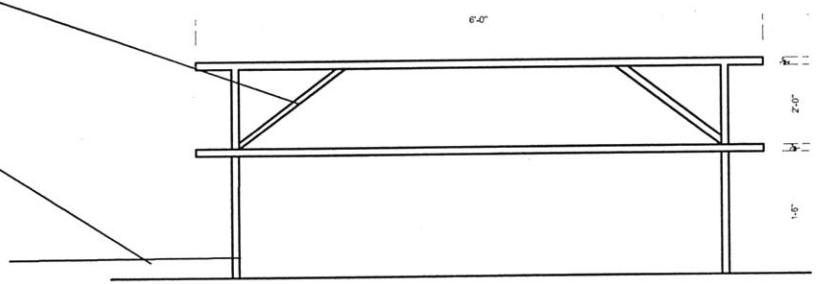
REV. X | DR NO. A1-100



BENCH and Frame: Top of bench UV-protected High-density polyethylene (HDPE) ¾ thickness, with no crack, peel, rust and chip (fasten with bolt in thic

Table top and Frame: 1" Iron tube (galvanized pipe) anti-rust with two coats of enamel (sprayed), fasten with 1½ bolt nut , fabricated with leg cap on each chair leg.

CHAIR, Seat, Desk & Back: High quality ¾ firestones rubber plywood with laminated board.



PLAN VIEW

FRONT ELEVATION

NOTES: The entire metal folding table with a attached bench should co-exist with all weather conditions.

FOLDING TABLE WITH METAL FRAME, WITH A ATTACHED BENCH

Scale:	N/A
Designed by:	U, C, KING
Drawn by:	Joanna Gibson
Checked by:	DPE/MOE
Date	December 2024

BUILDING NAME: Metal folding table with a attached bench

DRAWING TITLE: *Plan view and front Elevations*

FR-100

CLIENT:

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Department of Planning & Research
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Ministerial Complex Congo Town
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No.	Description	Date

CONSULTANTS

PROJECT DETAILS:

MINISTRY OF EDUCATION METAL & POLYETHYLENE FURNITURE PROJECT

Division of Physical Environment

NORTH

Section VII. Sample Forms

Notes on the Sample Forms

The Bidder shall complete and submit with its tender the ***Tender Form*** *and* ***Price Schedules*** *pursuant to ITB Clause 10 and in accordance with the requirements included in the tender documents.*

When requested in the Invitation for Tenders, the Bidder should provide the ***Bid Security****, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 16.2.*

The ***Contract Form****, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Tender resulting from price corrections, acceptable deviations, spare parts or quantity variations. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.*

The ***Performance Security Form*** *and* ***Bank Guarantee Form for Advance Payment*** *should not be completed by the Bidders at the time of their tender preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser.*

The ***Manufacturer's Authorization*** *form should be completed by the Manufacturer, as appropriate.*

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 GHC_____ *[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 20_____[yy].

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Tender for and on behalf of _____

Price Schedule

Name of Bidder _____ IFT Number _____ Page _____ of _____

S.No	Description	Country of origin	Quantity	Unit Price EXW (specify place)	Total Price EXW	Total Price of Inland delivery to final destination	Total CIP site	Incidental Services and others	Total Tender Price	Remarks
1	2	3	4	In figure 5	6=(4x5)	7	8=(6+7)	9	10=(8+9)	11
Grand Total										

Total Tender Price (in words) .....

Signature of Bidder: _____

Note: 1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. Bidder must have to accept the correction of arithmetic error pursuant to ITB Clause 26.2

2. Bid Security Form

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]* 20____.

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:

   (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 waived.

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 :

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 United States Dollars:

20xx/20xx .....
20xx/20xx .....
20xx/20xx .....

1.3 Supplies performed as prime supplier on works of 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 under way or committed, 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.

.....
.....

.....
.....

a. Names, addresses and telephone, telex, facsimile numbers and email addresses of
b. 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.

N

otification 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 fulfillment of performance Security and Signing of Contract within fourteen (14) days of receipt of this letter. Failure to comply with the fulfillment 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.

Authorised Signature : ……

Name and Title of Signatory : ……..

Name of Agency : ……..

Address for correspondence : ……

THIS AGREEMENT made the _____ day of _____*[mm]* 20_____ between *[name of Purchaser]* of *[country of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in *United States Dollars]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Tender Form and the Price Schedule submitted by the Bidder;

(b) the Schedule of Requirements;

(c) the Technical Specifications;

(d) the General Conditions of Contract;

(e) the Special Conditions of Contract;

(f) the Purchaser's Notification of Award; and

(g) Contract Data Sheet *(to be used only when there are corrections to the original price schedule submitted by the supplier).*

9. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

10. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or

such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser	**On behalf of the Supplier**
Name:	Name:
Signature:	Signature:
Designation:	Designation:
Seal:	Seal:
Date:	Date:
Witnessed By:	**Witnessed by:**
Name:	Name:
Signature:	Signature:
Designation:	Designation:
Date:	Date:

6. 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]