



ENVIRONMENT PROTECTION AGENCY

P. O. Box 4024

**Bright Building 302-A, Sekou Toure Ave. Mamba Point
1000 Monrovia 10, Liberia**

REPUBLIC OF LIBERIA

BIDDING DOCUMENTS

PROCUREMENT OF

**(LABORATORY REAGENTS AND
EQUIPMENTS)**

**NATIONAL COMPETITIVE BIDDING FOR
THE SUPPLY OF LABORATORY REAGENTS
AND EQUIPMENTS**

IFB NO. EPA/NCB/006/26

ISSUED DATE: August 17, 2026

SUBMISSION DATE: September 11, 2026

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INVITATION FOR BIDS

Section I.

(PROCUREMENT OF LABORATORY REAGENTS AND EQUIPMENT)

Contract Identification No.: IFB NO./EPA/NCB/006/26

1. The **Environmental Protection Agency (EPA)** through the Government of Liberia (GoL) has received Funds for (Fiscal Year 2026) and intends to apportion part of the funds towards a procurement of **Laboratory Reagents and Equipment**.
2. The Environmental Protection Agency now invites sealed bids from eligible registered bidders for the supply of **Laboratory Reagents and Equipment**.
1. Bidding will be conducted through the **National Competitive Bidding (NCB) process** as specified in the Public Procurement & Concessions Commission Act (PPCA) of 2026.
2. Specification & Quantity

NO	DESCRIPTION	QUANTITY
<u>1</u>	<u>Laboratory equipment</u>	<u>Assorted</u>

NO	DESCRIPTION	QUANTITY
2	Laboratory Reagents	Assorted

3. Qualification and Requirement include :

Preliminary Criteria

- ❖ **Valid Business Registration Certificate**
- ❖ **Valid Tax Clearance**
- ❖ **Signed Power of Attorney**
- ❖ **Bids Securing Declaration**
- ❖ **Valid PPCC vendors registry certificate**

Detail Criteria

- ❖ **Reference (s) listing of previous clients supplied over the past three (3) years. Please provide contact telephone NOs, e-mail address and any other details that will make due diligent easier.**
- ❖ **Company Profile/ Track Record**
- ❖ **A Bids with detailed specifications.**
- ❖ **A written commitment to pre-finance**

Financial Criteria

❖ Financial Proposal (Detailed price schedule for all items in the bids document.

4. Interested eligible bidders can obtain a copy of the bidding documents from the **Procurement Unit** of the **Environmental Protection Agency** beginning **Monday, August 17, 2026** from 9:00 am-4 pm daily, Mondays through Fridays. A complete set of bidding documents in English are available.
5. The deadline for submission of bids is on **Friday, September 11, 2026 at 4:00 pm**. Bids received after the deadline will be considered **late** and will be **rejected** on the e-Government Procurement System online platform. **Electronic bids will be accepted**. Bids will be opened online on **Friday, September 11, 2026 at 4:45 pm** in the **Conference Room of the EPA**.
6. Bids submitted must be sealed and labeled: **IFB NO. EPA/NCB/006/26**
7. All Sealed **Bids** must be accompanied by a **Bid Securing Declaration**. Bids shall be valid for a period of **90** days after the deadline of bid submission.

Submissions must be delivered to the address stated below.

Attention: **The Procurement Unit**
Environmental Protection Agency (EPA)
Bright Building 302-A, Sekou Toure Ave. Mamba Point
Monrovia, Liberia
Cell #: +231-775-674-132

Signed: _____
 Pescee T. Doe
Head of Procurement Unit

Approved: _____
 Dr. Emmanuel K. Urey Yarkpawolo
Head of Procurement Committee

Section II. Instructions to Bidders (ITB)

A. Introduction

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|----------------------------|--|
| 1. Scope of Tender | <p>1.1 The Environmental Protection Agency (hereinafter referred to as the Purchaser) wishes to receive Tenders for supply and delivery of goods, materials and equipment described in Section V and VII hereof (hereinafter referred to as the Goods).</p> <p>1.2 All Tenders are to be completed and returned to the Purchaser in accordance with these Instructions to Bidders.</p> |
| 2. Source of Funds | <p>2.1 The Purchaser shall fund this procurement from part of its budgetary allocation (GoL Fiscal Year 2026) to pay for the contract (hereinafter referred to as the “Contract”) for which this Invitation for Tenders is issued toward the realization of the Supply of Laboratory Reagents and Equipment.</p> <p>2.2 Payments will be made only at the request of the Purchaser and upon approval by a designated official of the Republic of Liberia in accordance with terms and conditions of the contract agreement between the Purchaser and the Supplier (hereinafter referred to as the “Contract”), and will be subject in all respects to the Financial Administration of the Republic of Liberia. No party other than the Supplier shall derive any rights from the Contract or have any claims to the funds.</p> |
| 3. Eligible Bidders | <p>3.1 This Invitation for Bidders is open to all eligible suppliers indicated in the Bid Data Sheet.</p> <p>3.2 State owned enterprises may participate only if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Purchaser.</p> <p>3.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation for Bidders.</p> |

- 3.4 Tenders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Public Procurement Board in accordance with sub-clause 38.1.

4. Eligible Goods and Services

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

5. Cost of Tender

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

B. THE TENDER DOCUMENTS

6. Content of Tender Documents

- 6.1 The goods required, Tender procedures and contract terms are Prescribed in the Tender Documents. In addition to the Invitation for Tenders, the Tender Documents include:
- a. Instruction to Bidding (ITB);
 - b. Bid Data Sheet;
 - c. General Conditions of Contract (GCC);
 - d. Special Conditions of Contract (SCC);
 - e. Schedule of Requirements;
 - f. Technical Specifications;
 - g. Tender Form and Price Schedules (Bill of Quantities);
 - h. Bid Security Form;
 - i. Contract Form and Contract Data Sheet;
 - j. Performance Security Form;
 - k. Bank Guarantee for Advance Payment Form;

1. Manufacturer's Authorization Form.

- 6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in every respect will be at the Bidder's risk and may result in the rejection of its Tender.

7. Clarification of Tender Documents

- 7.1 A prospective Bidder requiring any clarification of the Tender Documents may request the Purchaser in writing or by fax at the Purchaser's address indicated in Bid Data Sheet. The Purchaser will respond in writing or by fax or by email to any request for clarification of the Tender documents which it receives no later than fourteen (14) days prior to the deadline for the submission of Tenders. The Purchaser's response (including an explanation of query without identifying the source of inquiry) will be sent in writing or fax or email to all perspective Tenders, who have purchased the Tender Documents.

8. Amendment of Tender Documents

- 8.1 At any time prior to the deadline for submission of Tenders, the Purchaser may, for any reason, modify the Tender Documents by issuing Addenda.
- 8.2 Any Addendum will be notified in writing or fax to all prospective Bidders which have purchased the Tender Documents and shall be a part of the Tender document.
- 8.3 Where the Purchaser issues the Addendum very close to deadline for submission of Tenders, the Purchaser may extend the deadline for submission of Tenders in accordance with sub-clause 20.2 in order to afford prospective Bidders a reasonable time to take the Addendum into account in preparing their Tenders.

C. PREPARATION OF TENDERS

9. Language of Tender

- 9.1 The Tender prepared by the Bidder and all correspondence and supporting documents relating to the Tender exchanged by the Tender and the Purchaser, shall be written in the English language.

10. Documents Comprising the

- 10.1 The Bidder's Tender shall comprise the following components:

Tender

- a. A Tender Form and a price schedule completed in accordance with clauses 11,12 and 13.
- b. Documentary evidence established in accordance with Clause 14 that the Bidder is eligible to Tender and is qualified to perform the contract if its Tender is accepted;
- c. Documentary evidence established in accordance with Clause 15 that the goods to be supplied by the Bidder are genuine and newly manufactured goods and conform to the Tender Documents; and
- d. Bid Security furnished in accordance with Clause 16 and in the form specified in Section VII.

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|-------------------------|------|---|
| 11. Tender Form | 11.1 | The Bidder shall complete the Tender Form and the appropriate price schedule furnished in the Tender Documents, indicating the goods to be supplied, a brief description of the goods, their country or origin quality and prices. |
| 12. Tender Price | 12.1 | <p>The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it proposes to supply under the contract. Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <ol style="list-style-type: none"> i. the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs, excise and other duties and sales and other taxes already paid or payable; ii. the price for Inland Transportation, Insurance, and other Local Costs incidental to Delivery of the Goods to their final destination, if specified in the <i>Bid Data Sheet</i>; iii. the price of other incidental services, if any, listed in the <i>Bid Data Sheet</i>. |
| | 12.2 | The terms EXW, CIP, etc. shall be governed by the rules Prescribed in the current edition of <i>Incoterms</i> published by the International Chamber of Commerce, Paris. |
| | 12.3 | The Tender's separation of price components in accordance |

with ITB Clause 12.1 above will be solely for the purpose of facilitating the comparison of Tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

12.4 Price quoted by the Bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account.

12.5(a) A foreign Bidder wishing to have or already having a local agent should state the following:

- i. Name and address of the Agent/Representative,
- ii. The Agent/Representative providing type of services,

Amount of commission if the Agent/ Representative is entitled to get such payment with specific reference to the tendering procedure,

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

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

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

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

certificate of currency exchanged issued by the bank.

- 12.6 If the Bidder intends to offer any discount, it should always be expressed in fixed percentage that will not vary as the quantity vary and be applicable to each unit rate.
- 12.7 A Tender submitted with an adjustable price quotation shall be treated as non-responsive and rejected pursuant to Clause 26.

13. Currency of Tender

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

14. Document Establishing Bidder's Eligibility and Qualifications

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

- 15. Documents Establishing Goods' Eligibility and Conformity to Tender Documents**
- 15.1 Pursuant to Clause 10, the Bidder shall furnish, as part of its Tender documents establishing the eligibility and conformity to the Tender Documents of all goods and services which the Bidder proposes to supply under the contract.
- 15.2 The documentary evidence of the goods eligibility shall consist of a statement in the Price Schedule on the country of origin of the Goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 15.3 The documentary evidence of conformity of the Goods and Services to the Tender documents may be in the form of Literature, Drawings, and Data, and shall consist of:
- a. a detailed description of the essential Technical and Performance characteristics of the Goods;
 - b. a list giving full particulars, including available sources and current prices of Spare Parts, Special Tools, etc., necessary for the proper and continuing functioning of the Goods for a period to be specified in the *Bid Data Sheet* following commencement of the use of the Goods by the Purchaser.
- 16. Bid Security**
- 16.1 Pursuant to Clause 10, the Bidder shall furnish as part of its Tender, Bid Security as specified in the *Bid Data Sheet*. The Tender security is required to protect the Purchaser against the risk of the Bidder's conduct, which would warrant the security's forfeiture pursuant to Para. 16.6.
- 16.2 The Bid Security shall, at the Bidder's option, be in the form of either a certified check, or Bank Guarantee from a bank in Liberia, a bond issued by an insurance or bonding institution, which has been determined by the Bidder to be acceptable to the Purchaser. The format of the Bid Security should be in accordance with one of the Sample Forms of Bid Security included in Section VII or another form acceptable to the Purchaser. The Bid Security shall be valid for 28 days beyond the period of validity of the Tender.
- 16.3 Any Tender not secured in accordance with Para. 16.1 and 16.2 will be rejected by the Purchaser as non-responsive

pursuant to clause 26

- 16.4 The Bid Security of unsuccessful Tenders will be returned within 14 days after the expiration of the Tender validity period prescribed in sub-clause 17.1.
- 16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has furnished the required Performance Security and signed Contract.
- 16.6 The Bid Security shall be forfeited:
 - a. if a Bidder withdraws its Tender during the period of Tender Validity specified by the Bidder on the Tender form; or
 - b. in case of a successful Tender, if the Bidder fails within the specified time limit to:
 - i. sign the contract in accordance with Clause 36 or
 - ii. Furnish performance security in accordance with Clause 37.

17. Period of Validity of Tenders

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

18. Format and Signing of Tender

- 18.1 The Bidder shall prepare one original of the documents comprising the Tender as described in ITB Clause 10, bound with the volume containing the Form of Tender and Price Schedule, and clearly marked "**ORIGINAL**". In addition, the Bidder shall submit one copy of the Tender and clearly marked as "**COPY**". In the event of discrepancy between them, the original shall prevail.

- 18.2 The original and copy of the Tender shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. The latter authorization shall be indicated by written power-of-attorney accompanying the Tender. All pages of the Tender, where entries or amendments have been made, shall be initialed by the person or persons signing the Tender.
- 18.3 The Tender shall contain no inter lineation, erasures or overwriting alterations or additions except as necessary to correct errors made by the Bidder or those to comply with instructions issued by the Purchaser, in which case, such corrections shall be initialed by the person or persons signing the Tender.

D. SUBMISSION OF TENDERS

19. Sealing and Marking of Tenders

- 19.1 The Bidder shall seal the original and the copy of the Tender in two inner envelopes and an outer envelope, duly marking the inner envelopes as “Original” and “Copy”.
- 19.2 The inner and outer envelopes shall:
- a. be addressed to the Purchaser at the address given in the *Bid Data Sheet*;
 - b. bear (the Project Name, the Invitation for Tenders number and Identification number if any).
 - c. provide a warning “**Not to Open Before**” the time and date for Tender opening as specified in the *Bid Data Sheet*.
- 19.3 In addition to the identification required in sub-clause 19.2, the inner envelope shall indicate the name and address of the Bidder to enable the Tender to be returned unopened in case it is declared “Late”, pursuant to sub-clause 21.
- 19.4 If the outer envelope is not sealed and marked as required by Para. 19.2, the Purchaser will assume no responsibility for the Tender’s misplacement or premature opening.

20. Deadline for

- 20.1 Tenders must be received by the Purchaser at the address and

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| Submission of Tenders | no later than the time and date specified in the <i>Bid Data Sheet</i> . |
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| 20.2 | The Purchaser may, at its discretion, extend this deadline for the submission of Tenders by issuing an amendment in accordance with Clause 8, in which case, all rights and obligations of the Purchaser and Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended. |
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| 21. Late Tenders | 21.1 Any Tender not received within the date and time specified in ITB Clause 20 will not be accepted and will be returned unopened. |
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| 22. Modification and Withdrawal of Tender | <p>22.1 The Bidder may modify or withdraw its Tender after the Tender submission, provided that written notice of the modification or withdrawal is received by the Purchaser twenty four (24) hours prior to the deadline prescribed for submission of Tenders in Clause 20.</p> <p>22.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18 and 19, with the outer and inner envelopes additionally marked "Modification" or Withdrawal" as appropriate. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, received not later than the deadline for submission of Tenders.</p> <p>22.3 No Tender may be modified or withdrawn subsequent to the deadline for submission of Tenders.</p> <p>22.4 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender Validity specified by the Bidder on the Tender Form. Withdrawal of a Tender during this interval shall result in the Bidder's forfeiture of its Bid Security, pursuant to Clause 16.6.</p> <p>22.5 Bidders may only offer discounts, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with ITB Clause 22, or included in the original Tender Submission.</p> |
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E. TENDER OPENING AND EVALUATION

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| 23. Opening of Tenders by Purchaser | <p>23.1 The Purchaser will open Tenders including modifications made pursuant to Clause 22, in the presence of Bidders' representatives who choose to attend, at <i>(Date and Time)</i>¹ and at the place specified in the <i>Bid Data Sheet</i>. The Bidders' representatives who are present shall sign a register evidencing their attendance.</p> <p>23.2 Envelope marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 22 shall not be opened.</p> <p>23.3 The Bidders' names, Tender prices, modifications, discounts offered, Tender withdrawals and the presence or absence of the requisite Bid Security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and read aloud by the Purchaser at the Tender opening session.</p> <p>23.4 The Purchaser will prepare minutes of the Tender opening, including the information disclosed to those present in accordance with sub-clause 23.3.</p> |
| 24. Process to be Confidential | <p>24.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the Award of Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the Award to the successful Bidder has been announced.</p> |
| 25. Clarification of Tenders | <p>25.1 To assist in the examination, evaluation and comparison of Tenders, the Purchaser may, at its discretion, ask any Bidder for clarification of its Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Tenders.</p> |
| 26. Examination of Tenders and Determination | <p>26.1 The Purchaser will determine whether each Tender:</p> <p style="margin-left: 40px;">a. meets the eligibility criteria defined in ITB Clause 3;</p> |

¹Should follow immediately or soon after Tender closing.

**of
Responsiveness**

- b. has been properly signed;
- c. is accompanied by the required securities;
- d. is substantially responsive to the requirements of the Tender documents.

26.2 Arithmetical errors will be rectified on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its Tender will be rejected, and its Bid Security may be forfeited,
- ii. If there is a discrepancy between words and figures, the amount in words will prevail.

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

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

26.4 A Tender determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made

responsive by the Bidder by correction or withdrawal of nonconforming deviation or reservation.

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

28. Evaluation and Comparison of Tenders

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

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

28.3 The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Purchaser will not be taken into account in Tender evaluation.

28.4 The Purchaser's evaluation of a Tender will take into account, in addition to the Tender Price quoted in accordance with ITB Clause 12.1, one or more of the following factors as specified in the *Tender Data Sheet*, and quantified in ITB Clause 28.6:

- a. Delivery schedule offered in the Tender;
- c. the cost of components, mandatory spare parts, and service;
- d. Contractual and Commercial Deviations:
- e. Other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

28.5 For factors retained in the *Bid Data Sheet* pursuant to ITB 28.4, one or more of the following quantification methods will be applied, as detailed in the *Bid Data Sheet*:

- a. **Delivery schedule:** The Goods covered under this Invitation are required to be delivered (shipped) within an acceptable range of days/weeks/months specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Tenders offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per day, as specified in

the Bid Data Sheet, will be added for evaluation to the Tender Price of Tenders offering delivery later than the Earliest

Delivery Period specified in the Schedule of Requirements.

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

Alternative	28.6	
29. Margin of Preference	29.1	A margin of Preference where applicable shall be provided as Specified in Bid Data Sheet.
30. Contacting the Purchaser	30.1	Subject to Clause 25, no Bidder shall contact the Purchaser on any matter relating to its Tender, from the time of the Tender opening to the time the Contract is awarded. If the Tender wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
	30.2	Any effort by a Bidder to influence the Purchaser in the Purchaser's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Bidder's

Tender

F. AWARD OF CONTRACT

- 31. Post qualification²**
- 31.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive Tender is qualified to satisfactorily perform the Contract.
- 31.2 The determination will take into account the Bidder's financial, technical and production capabilities/ resources. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 14.3, as well as such other information as the Purchaser deems necessary and appropriate.
- 31.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Tender, in which event the Purchaser will proceed to the next lowest evaluated Tender to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 32. Award Criteria**
- 32.1 Subject to Clause 34, the Purchaser will award the Contract to the successful Bidder whose Tender has been determined to be substantially responsive and has been determined as the lowest-evaluated Tender, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 33. Purchaser's Right to Vary Quantities at Time of Award**
- 33.1³ The Purchaser reserves the right at the time of award of Contract to increase or decrease by the percentage as specified in the *Bid Data Sheet*, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.
- 34. Purchaser's Right**
- 34.1 The Purchaser reserves the right to accept or reject any
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to Accept Any Tender and to Reject Any or All Tenders		Tender, and to annul the Tender process and reject all Tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.
35. Notification of Award	35.1	The Bidder whose Tender has been accepted will be notified of the award by the Purchaser prior to expiration of the Tender validity period by facsimile confirmed by a letter that its Tender has been accepted.
	35.2	The notification of award will constitute the formation of the Contract
	35.3	Upon the successful Bidder's furnishing of performance security pursuant to Clause 37, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its Bid Security, pursuant to Clause 16.
	35.4	The contract will incorporate all Agreements between the Purchaser and the successful Bidder.
36. Signing of Contract	36.1	At the same time as the Purchaser notifies the successful Bidder that its Tender has been accepted, the Purchaser will call the successful Bidder in order to sign the Contract through Notification of Award.
	36.2	Within fourteen (14) days of receipt of the Notification of Award, the successful Bidder shall sign the Contract.
37. Performance Security	37.1	Within 14 days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Tender Documents; denominated in the type and proportion of amount as specified in the Notification of award.
	37.2	Failure of the successful Bidder to comply with the requirement of Clause 36 or sub-clause 37.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security in which event the Purchaser may make the award to the next lowest evaluated Tender or call for new Tenders.
	37.3	The Performance Security provided by the successful Tender in the form of a Bank Guarantee as specified in Section VII,

shall be issued by a Bank in Liberia acceptable to the Purchaser.

38. Corrupt or Fraudulent Practices

- 38.1 The Government of the Republic of Liberia requires that Bidders under the contracts financed from public funds, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms shall be interpreted as indicated:
- a. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - b. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;
- 38.2
- a. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - b. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 38.3 Furthermore, Bidder shall be aware of the provision stated in Sub-clause 24.1 (c) of the General Conditions of Contract.

Bid Data Sheet

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

Introduction	
ITB.1.1	Name of Purchaser : Environmental Protection Agency
ITB. 2.1	The Source of Funds is NATIONAL BUDGET/2026.
ITB. 2.1	Name of Contract: THE SUPPLY OF LABORATORY REAGENTS AND EQUIPMENT
ITB 3.1	Invitation for Tenders is open to all those eligible suppliers who are : (a) registered within the Republic of Liberia (b) registered as per the Income Tax Act of Liberia (c) Capable of delivering and meeting the delivery schedules and (d) Meet the required specification
ITB 7.1	Purchaser's Name: Environmental Protection Agency (EPA) Address : P.O. Box 4024 Bright Building 302-A, Sekou Toure Ave Mamba Point 1000 Monrovia, 10 Liberia Telephone or telex : +231-775-674- 132 Facsimile numbers : N/A Email Address: ptdoe@epa.gov.lr
ITB 8.1	Purchaser can modify Tender documents before the Deadline for Submission of Tenders by issuing Addenda.
ITB 9.1	Language of the Tender : English

TENDER PRICE AND CURRENCY	
ITB	The price quoted shall be : USD

12.1 (i)	The prices shall include all duties, taxes and other levies. The prices Should be expressed in the term of CIP .
ITB 12.1 (ii)	The Prices for inland transportation The prices for insurance: CIP/ EXW etc. The prices for other local cost
ITB 12.1 (iii)	The price of other incidental services : Applicable Total CIP or EXW to USD
ITB 12.4	The prices shall be fixed
ITB 13.1	The prices shall be quoted in USD
PREPARATION AND SUBMISSION OF TENDERS	
ITB 14.3 (c)	Qualification requirements. i) The Tender shall furnish a list of users who had purchased same/similar goods in last 2 years., and number of products sold to them. They will be used as references to check the performance of the offered goods, if necessary. ii) Compliance with variation from the departmental requirement of the technical specification shall be duly filled in the offered specification Column of the Technical Specification. iii) Separate Tender shall be submitted for each package. No Tender will be considered if the offered quantity is different from that specified in the Technical Specification. iv) An agent can submit Tenders on behalf of more than one Bidders but separate complete Tenders including Bid Security shall be submitted for each Bidders. v) If an Agent submits Tenders on behalf of more than one bidders, unless each such Tender is accompanied by a separate Tender Form for each Tender, and a Bid Security, when required, for each Tender, and authorization from the respective Bidders, all such Tenders will be rejected as non-responsive. vii) Financial statements. viii) Business Registration certificate, current tax clearance in the supplier's country and social security clearance certificate in the supplier's country..

	ix) Capacity ; previous supplied x) Compliance with technical specification. Compliance with other Specifications provided.		
ITB 15.3 (b)	Spare parts required for of operation N/A		
ITB 16.1	Bid Securing Declaration		
	Category	Description	Bid Securing Declaration
		REAGENTS & EQUIPMENT	
ITB 17.1	Tender Validity Period: 90 days.		
ITB 18.1	Number of copies : One (1) original and three (3) copies		
ITB 19.2 (a)	address for Tender submission : Attention- Head of Procurement Procurement Unit Environmental Protection Agency P.O. Box 4024 Bright Building 302-A, Sekou Toure Ave. Mamba Point 1000 Monrovia, 10 Liberia Tel: +231-775-674-132 Email Address: ptdoe@epa.gov.lr		
ITB 19.2 (b)	IFB title and number : The Supply of Laboratory REAGENTS and EQUIPMENT IFB No: EPA/NCB/006/26		
ITB 20.1	Deadline for Tender submission : Date : September 11, 2026 Time : 4:00 pm Place : Environmental Protection Agency (P.O. Box 4024 Bright Building 302-A, Sekou Toure Ave. Mamba Point 1000 Monrovia, 10 Liberia		

I TB 22.1	Deadline for Tender Modification and Withdrawal : Date : September 10, 2025 Time : 12:00pm
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	Place : Procurement Unit Environmental Protection Agency (P.O. Box 4024 1000 Monrovia, 10 Liberia
ITB 23.1	Tender Opening: Date : September 11, 2026 Time : 4:45 am Place : Conference Room Environmental Protection Agency (EPA) P.O. Box 4024 1000 Monrovia, 10 Liberia
TENDER EVALUATION	
ITB 28.4	Criteria for Tender evaluation shall be on the bases of : (i) Meeting the delivery period as per Schedule of Requirements, (ii) Strong Financially Liquidity, (iii) Capacity to deliver provide reference of previous supplied projects (iv) Tax Clearance Certificate and Business Registration Also as per (ITB) clause 14.3 (v) vendor registration certificate from PPCC
ITB 28.5 (a)	Delivery schedule : Relevant parameters of delivery : (i) 2 (Two) Weeks from date of signing of contract. (ii) Adjustment expressed as a percentage of : 0.1% per day of the value of delayed Goods.
ITB 28.5 (c)	Cost of spare parts : N/A Initial period of operation N/A List of items required is annexed to the Technical Specification.

ITB 28.5 (f)	Specific additional criteria are : N/A
ITB 28.5 Alternative	N/A
ITB 29.1	A margin of preference shall be given up to 15% higher cost than the

	lowest evaluated Tender. N/A
CONTRACT AWARD	
ITB 33.1	Percentage for quantity increase or decrease: Fourteen per cent (14%)
ITB 35.1	Notification of Award shall be sent to the successful Bidder at any time Prior to expiration of Tender Validity. ITB 17.1
ITB 37.1	Bidder shall deliver a Performance Security in the amount as specified in the Notification of Award and in the form of Bank Guarantee within 14 days of the receipt of Notification of Award.

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.⁴

- 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

⁴*It is intended that the Purchaser generally inspects the goods also on arrival at discharge port(s), and where a fresh independent inspection is for any reason considered necessary, the Supplier should be immediately notified and associated with the inspection which should be completed on a priority basis.*

Interpretation of the Trade Terms (INCOTERMS)⁵ published by the International Chamber of Commerce (ICC), Paris.

10.3 Documents to be submitted by the Supplier are specified in Special Condition of Contract.

11. Insurance

11.1 The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract. Such insurance shall be arranged and paid for by the supplier.

11.2 Where delivery of the goods is required by the Purchaser on a CIF, CIP basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.

12. Transportation

12.1 Where the Supplier is required under the Contract to deliver the goods FOB, transport of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under the Contract to deliver the goods C&F, CIP or CIF or to a specified destination within the Kingdom of Nepal, 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.

⁵ Where terms not defined in INCOTERMS are used in the Tender Documents, Purchaser should define the same, spelling out the costs to be borne by the Supplier and to be included in its Tender price.

- 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.

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| 16. Payment | <p>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.</p> <p>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.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or claim by the Supplier.</p> |
| 17. Prices | <p>17.1 Prices charged by the Supplier for goods and services delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in Special Conditions of Contract or in the Purchaser's request for Tender validity extension, as the case may be.</p> |
| 18. Change Orders | <p>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:</p> <ul style="list-style-type: none"> 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. <p>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</p> |

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.

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| 19. Contract Amendments | 19.1 | Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made, except by written amendment signed by the parties. |
| 20. Assignment | 20.1 | The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent. |
| 21. Subcontracts | 21.1 | The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. |
| | 21.2 | Subcontracts must comply with the provisions of GCC Clause 3. |
| 22. Delays in the Supplier's Performance | 22.1 | Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements. |
| | 22.2 | Except as provided under GCC clause 25, an unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default. |
| | 22.3 | If at any time during performance of the Contract, the Supplier or its sub-supplier(s) should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract. |

- 23. Liquidated Damages**
- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods or to perform within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to (0.5%) of the contract price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of (10%) percent of the delayed goods Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
- 24. Termination for Default**
- 24.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
- a. if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - b. if the Supplier fails to perform any other obligation(s) under the Contract.
- 24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC para. 24.1 and 24.3 below, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 24.3 Termination for Corrupt or Fraudulent Practices
- The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

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

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

- 25. Force Majeure**
- 25.1 For purposes of this Contract, “Force Majeure” means an event beyond the control of the parties to the Contract and not involving either party’s fault or negligence and not foreseeable.
- 25.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.
- 25.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable Documentary evidence. Non-availability of raw materials from regular sources shall not be an excuse for the Supplier for not Performing its obligations under this clause.
- 25.4 Any waiver/extension of time in respect of the delivery/acceptance of any installment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.
- 25.5 If such inability to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from

the other. All prior performance shall be subject to Contract terms.

25.6 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of Force Majeure.

25.7 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**26. Termination
for Insolvency**

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

**27. Termination
for
Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

procured by the Suppliers.

- | | | |
|-----------------------------------|------|---|
| 28. Resolution of Disputes | 28.1 | The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. |
| | 28.2 | If, after twenty eight (28) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal Mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration. |
| 29. Governing Language | 29.1 | The Contract shall be written in the language as specified in SCC. Subject to GCC Clause 30, the version of the Contract written in English language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language. |
| 30. Applicable Law | 30.1 | The Contract shall be interpreted in accordance with the laws of Liberia unless otherwise specified in the Special Conditions of Contract. |
| 31. Notices | 31.1 | Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party's address specified for that purpose in the Special Conditions of Contract. |
| | 31.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| 32. Taxes and Duties | 32.1 | A Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination. |

Section IV. Special Conditions of Contract

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

- | | | |
|---|-----|---|
| 1. Definitions
(GCC Clause 1) | 1.1 | a. The Purchaser is: Environmental Protection Agency
P.O. Box 4024
Bright Building 302-A, Sekou Toure
Ave. Mamba Point
1000 Monrovia, 10 Liberia |
| | | b. The Supplier is: TBD |
| | | c. The Delivery site is:
Environmental Protection Agency
P.O. Box 4024
Bright Building 302-A, Sekou Toure
Ave. Mamba Point
1000 Monrovia, 10 Liberia |
| 2. Country of Origin
(GCC Clause 3) | 2.1 | Any country of the World. N/A |
| 3. Performance Security
(GCC Clause 7) | 3.1 | The performance security will be as follows:
i. The amount of performance security as a percentage of the contract price, shall be 10% percent of the Tender Price in the currency of the Tender price. |
| | 3.2 | The validity of Performance Security shall be one (1) year after the final installation and commissioning of the Goods and the issue of final acceptance certificate to the Suppliers. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's Warranty obligations in accordance with Clause GCC 15.2. The supplier shall promptly extend the validity suitably to cover agreed extension of |

the
warranty period of the supplied goods.

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

4.1 Inspection and tests prior to shipment of goods at final acceptance are as follows:

- a. The time limit for inspection and tests and the issuance of Certificate of acceptance and/or rejection should be no later than **30** days of 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: **Incompliance with Specifications**

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

6.1 For Goods Supplied from abroad:

- a. Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by facsimile the full details of the shipment, including contract number, description of Goods, quantity, the vessel, (or the flight number), the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company: **N/A**
 - i. Copies of the Supplier's invoice showing Good's description, quantity, unit price and total amount **N/A**
 - ii. Original and *[insert number as required]* copies of the negotiable, clean on board, bill of lading (Consignment note) marked "freight prepaid" and *[insert number as*

required] copies of non-negotiable bill of lading (Consignment note); N/A

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

iv. Insurance Certificate; N/A

v. Manufacturer's or Supplier's Warranty Certificate; N/A

vi. Inspection Certificate, issued by the nominated inspection agency, and the supplier's factory inspection report; and N/A

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

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

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

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

ii. Delivery note, transport receipt, railway receipt; N/A

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 N/A

v. Certificate of origin. N/A

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

7. Insurance (GCC Clause 11)

7.1 The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from "Warehouse" to "Warehouse" on

“All Risks” basis, including War Risks and Strikes.

**8. Incidental Services
(GCC Clause 13)**

- 8.1 Incidental services to be provided are:
- i. Installation and commissioning of equipment;
 - ii. Operational and maintenance training of equipment.

**9. Spare Parts
(GCC Clause 14)**

- 9.1 Additional spare parts requirements are:
- a. Supplier shall carry sufficient inventories to assure restock 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 provisions, the warranty period shall be one (1) year from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:
- a. make such changes, modification, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4.1 or
 - b. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be **0.1%** per day.
- 10.2 The period for correction of defects in the warranty period is: Two months of the delivery schedule of the particular goods.

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

- 11.1 Payment for Goods and Services supplied shall be made in **United States Dollars**, as follows;
- i. Advance Payment: Forty (40) percent of the Contract Price shall be paid within twenty eight (28) days of

signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tender documents or another form acceptable to the Purchaser. **N/A**

- ii. On Delivery: Forty (40) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10. **N/A**
- iii. On Acceptance: The remaining twenty (20) percent of the Contract Price shall be paid to the Contractor within twenty eight (28) after the date of the acceptance certificate for the respective delivery issued by the Purchaser **N/A**
- iv. Payment shall be **100%** after delivery and acceptance of the Goods, including appropriate tests against specifications

**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%** per day.

**14. Resolution of
Disputes
(GCC Clause 28)**

- 14.1 The dispute resolution mechanism to be applied pursuant to clause 28.2 of the General Conditions of Contract shall be as follow:
 - a. in the case of a dispute between the Purchaser and a Supplier which is a national of Liberia, the dispute shall be referred to adjudication/arbitration; and
 - b. in the case of dispute between the Purchaser and the Foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

**15. Governing
Language
(GCC Clause 29)**

15.1 The governing Language shall be **English**.

**16. Notices
(GCC Clause 31)**

16.1 For the notice purposes Purchaser and Supplier's address shall be as follows:

Purchaser's address for notice purposes:

Environmental Protection Agency

P.O. Box 4024

**Bright Building 302-A, SekouToure Ave. Mamba
Point**

1000 Monrovia, 10 Liberia

Supplier's address for notice purposes: **TBD**

Section V. Schedule of Requirements

No.	Detailed Description	Quantity	Delivery	
			Period	Site
1.	Laboratory Equipment	Assorted	2 weeks from signing of contract	Environmental Protection Bright Building 302-A, Sekou Toure Ave. Mamba Point Monrovia, Liberia
2.	Laboratory Reagents	Assorted	2 weeks from signing of contract	Environmental Protection Bright Building 302-A, Sekou Toure Ave. Mamba Point Monrovia, Liberia

SECTION VI. TECHNICAL SPECIFICATIONS

Equipment

No	Item Name	Item Description	Unit	Quantity
1	Handheld water quality meters (Ph, ORP TDS, conductivity)	High quality	Pieces	5
2	Handheld Air Quality meters	High quality	Pieces	5

Laboratory Reagents

Item #	Item Name	Item Description	QTY
1	Cyani Ver 3	Analytical Grade	<u>2 pk</u>
2	Cyani Ver 4	Analytical Grade	<u>2 pk</u>
3	Cyani Ver 5	Analytical Grade	<u>2 pk</u>
4	Ferro Ver 5	Analytical Grade	2 pk
5	Phos Ver 3	Analytical Grade	<u>2 pk</u>
6	Alu Ver 3	Analytical Grade	2 pk
7	<u>Sulfa Ver</u>	Analytical Grade	<u>2 pk</u>
8	Zinco Ver 5	Analytical Grade	2 pk
9	<u>Nitra Ver 5</u>	Analytical Grade	<u>2 pk</u>
10	EDTA Reagent Power	Analytical Grade	2 can
11	<u>Ammonia</u>	Analytical Grade	<u>2 pk</u>
12	Nitrite Reagent Kit	Analytical Grade	4 pk
13	Nitrate Reagent Kit	Analytical Grade	4 pk
14	<u>Cadmium Reagent Kit</u>	Analytical Grade	<u>4 pk</u>
15	Consumable for pH meter	Analytical Grade	10 bottles
16	Consumable for conductivity meter	Analytical Grade	10 bottles
17	Consumable for turbidity meter	Analytical Grade	5 bottles
18	Cadmium reagent	Analytical Grade	2 pk
19	Lead reagent	Analytical Grade	2 pk
20	Nose mask	Analytical Grade	20 pks
21	Vinyl gloves	Analytical Grade	20 pks

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 déviations, 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.*

1. Tender Form and Price Schedules

Date: _____
IFT N^o: _____

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 waved.

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

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

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

Witness:

Signature:

Name:

Address:

3. Qualification Information

Notes on Form of qualification Information

The information to be filled in by Bidders in the following pages will be used for the purpose of post-qualification. This information will not be incorporated in

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 GHC:

19xx/20xx
 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 commITBed, including expected completion date.

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

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

.....

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

.....

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

Other party(ies)	Cause of dispute	Amount involved

2. Additional Requirements

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

.....

4. Notification of Award

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

.....*[Date]*

To:*[name of the Supplier]*

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

Subject : Notification of Award

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

This Notification of Award will constitute the formation of Contract. However, until and unless you furnish the Performance Security of L\$ OR Us\$. *[amount of Performance Security in figures, i.e. 5% - 10% of the Successful Bidder's Tender Price]* and send it to us within fourteen (14) days of the receipt of this Notification of Award the Contract shall not be deemed as active. You are hereby instructed to proceed with the 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.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Address for correspondence:

5. Contract Form

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*).
3. 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.
4. 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

Name:

Signature:

Designation:

Seal:

Date:

Witnessed By:

Name:

Signature:

Designation:

Date:

On behalf of the Supplier

Name:

Signature:

Designation:

Seal:

Date:

Witnessed by:

Name:

Signature:

Designation:

Date:

7. Performance Security Form

Date:

To: [name of Purchaser]

[address of Purchaser]

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures Liberian or United States Dollars]*, and we undertake to pay you, upon your first wrITBen 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]
