



Republic of Sierra Leone Standard Bidding Documents

Procurement of Goods

[Name of Procuring Entity]

[Title of Proposed Contract]

Procurement Number: _____

Date of First Issued: _____

Index of Contents

Section I. Instructions to Bidders	5
Section II. Bid Data Sheet	25
Section III. Evaluation and Qualification Criteria	28
Section IV. General Conditions of Contract	34
Section V. Special Conditions of Contract.....	43
Section VI. Schedule of Requirements.....	48
Section VII. Technical Specifications	49
Section VIII. Sample Forms.....	50

Pay No Bribe

Invitation for Bids

[Insert Name of Procuring Entity]

[Title/Name of Bid]

Procurement Number _____ *[insert Procurement Number]*

Date of First Issue _____ *[insert first issuing date]*

The *[Name of Procuring Entity]* has *[allocated/received]* funds *(if received state source)* for the procurement of *[insert title of the goods, works or services]* and now invites sealed bids from eligible bidders for the supply of:

[Insert brief summary or list of the required goods, works or services]

[Insert brief narrative giving background information or further specification if necessary]

Bidding is open to all suppliers who can demonstrate *[list criteria for eligibility]*

Interested bidders may obtain further information and inspect the bidding document at the address below between *[insert hours open for inspection]*. Bidding documents may be purchased upon payment of a non-refundable fee of *[insert fee amount and currency]*.

Bids must be delivered to the address below on or before *[insert date and time of bid closing]*. All bids must be accompanied by:

- A valid Business registration certificate**
- Bid Security of *[insert amount]* from a reputable Commercial Bank;**
- A valid tax clearance certificate;**
- A valid NASSIT clearance certificate;**
- A signed Integrity Pact; *[see attached]***
- [list all other required documents and samples where applicable]***

Bids will be publicly opened on [date] at [time], in the presence of the bidders' designated representatives and anyone who chooses to attend, at the address below. Late bids will be rejected and returned unopened to bidders.

[Insert full name of Procuring Entity;
P. O. Box number;
Contact name, and/or Title;
Room number;
Building Name and Street number;
Street Name;
City;
Telephone/Fax/Email]
]

Pay No Bribe

Section I. Instructions to Bidders

Table of Contents

A. Introduction	7
1. Source of Funds.....	7
2. Eligible Bidders.....	7
3. Eligible Goods and Services.....	7
4. Cost of Bidding	7
B. The Bidding Documents	8
5. Content of Bidding Documents.....	8
6. Clarification of Bidding Documents	8
7. Amendment of Bidding Documents	8
C. Preparation of Bids	9
8. Language of Bid.....	9
9. Documents Constituting the Bid.....	9
10. Bid Form.....	9
11. Bid Prices.....	9
12. Bid Currencies	11
13. Documents Establishing Bidder’s Eligibility and Qualification	11
14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents ...	12
15. Bid Security	13
16. Period of Validity of Bids.....	14
17. Format and Signing of Bid.....	14
D. Submission of Bids.....	14
18. Sealing and Marking of Bids.....	14
19. Deadline for Submission of Bids	15
20. Late Bids	15
21. Modification and Withdrawal of Bids	15
E. Opening and Evaluation of Bids	16
22. Opening of Bids by the Purchaser	16
23. Clarification of Bids	16
24. Preliminary Examination	16
25. Conversion to Single Currency	17
26. Evaluation and Comparison of Bids	17
27. Domestic Preference.....	21
28. Contacting the Purchaser.....	21
F. Award of Contract	22
29. Post-qualification	22
30. Award Criteria	22
31. Purchaser’s Right to Vary at Time of Award	22
32. Purchaser’s Right to Accept Any Bid and to Reject Any or All Bids	22
33. Notification of Award.....	22

34. Signing of Contract.....	23
35. Performance Security.....	23
36. Fraud and Corruption.....	23

Pay No Bribe

A. Introduction

1. Source of Funds

1.1 The Purchaser named in the Bid Data Sheet has an approved budget from Government funds towards the cost of the procurement specified in the Bid Data Sheet, and intends to apply a portion of the funding to eligible payments under a contract for which this Invitation for Bids is issued.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all suppliers from eligible source countries except as provided hereinafter.

2.2 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 the goods to be purchased under this Invitation for Bids.

2.3 Bidders shall not be under a declaration of suspension for corrupt and fraudulent practices as issued by the Government in accordance with ITB Clause 36.1.

3. Eligible Goods and Services

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries.

3.2 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.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- a) Instructions to Bidders (ITB)
- b) Bid Data Sheet
- c) Evaluation & Qualification Criteria
- d) General Conditions of Contract (GCC)
- e) Special Conditions of Contract (SCC)
- f) Schedule of Requirements
- g) Technical Specifications
- h) Bid Form and Price Schedules
- i) Bid Security Form
- j) Contract Form
- k) Performance Security Form
- l) Bank Guarantee Form for Advance Payment
- m) Manufacturer's Authorisation Form
- n) Eligibility and Qualification Form
- o) Integrity Pact Form
- p) Declaration of Conflict of Interest Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to provide all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing at the Purchaser's address indicated in the Bid Data Sheet. The Purchaser will respond in writing to any request for clarification of the bidding documents that it receives no later than twenty-one (21) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing and the amendment will be binding on them.

7.3 To allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages to the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Constituting the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete, sign and stamp the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

10.2 Unless otherwise indicated in the Bid Data Sheet, alternative bids shall not be considered.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (a) For goods offered from within the Republic of Sierra Leone:
- (i) the price of the goods quoted EXW (ex works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
 - (A) on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory;
 - or
 - (B) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
 - (ii) any Republic of Sierra Leone sales and other taxes which will be payable on the goods if the contract is awarded.
 - (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bid Data Sheet.
 - (iv) the price of other (incidental) services, if any, listed in the Bid Data Sheet.
- (b) For goods offered from abroad:
- (i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Republic of Sierra Leone, as specified in the Bid Data Sheet. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the Bid Data Sheet.
 - (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the Bid Data Sheet.
 - (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the Bid Data Sheet.

- (v) the price of other (incidental) services, if any, listed in the Bid Data Sheet.

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

11.6 If bids are invited for individual contracts (lots) or for any combination of contracts (packages), bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package.

12. Bid Currencies

12.1 Prices shall be quoted in the following currencies:

(a) For goods and services that the Bidder will supply from within the Republic of Sierra Leone, the prices shall be quoted in Leones, unless otherwise specified in the Bid Data Sheet.

(b) For goods and services that the Bidder will supply from outside the Republic of Sierra Leone, the prices shall be quoted in any currency freely convertible within the Republic of Sierra Leone. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.

13. Documents Establishing Bidder's Eligibility and Qualification

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' Manufacturer or producer to supply the goods in the Republic of Sierra Leone;

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a Bidder not doing business within the Republic of Sierra Leone, the Bidder is or will be (if awarded the contract) represented by an Agent in the Republic of Sierra Leone equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of 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.

14.3 The documentary evidence of conformity of the goods and services to the bidding 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; and

- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct that would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Republic of Sierra Leone or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
- (b) a cashier's or certified cheque.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7 The bid security may be forfeited if a Bidder

- (a) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or

- (b) does not accept the correction of errors pursuant to ITB Clause 24.2; or in the case of a successful Bidder, if the successful Bidder fails:
- (c) to sign the contract in accordance with ITB Clause 34; or
- (d) to furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 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 bid, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price may be increased by a factor specified in the request for extension.

17. Format and Signing of Bid

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.

17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

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

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid, in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be enclosed in an outer envelope and sealed.

18.2 The inner and outer envelopes shall:

(a) Be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) Bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and Procurement Number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 22.1.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening

19. Deadline for Submission of Bids

19.1 Bids must be received at the address specified under ITB Clause 18.2 (a) by the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 but in addition the envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION" or "REPLACEMENT BID". A withdrawal notice may also be sent by fax or Email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. 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, unless there is an obvious discrepancy in placement of the decimal point. If there is a discrepancy between words and figures, the amount in

words will prevail. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

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

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Conversion to Single Currency

25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:

- (a) Leones at the selling exchange rate established for similar transactions by the Central Bank of Sierra Leone or a commercial bank in the Republic of Sierra Leone;
- or
- (b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank of Sierra Leone for the amount payable in Leones.

25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the Bid Data Sheet.

26. Evaluation and Comparison of Bids

26.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) in the case of goods manufactured in the Republic of Sierra Leone or goods of foreign origin already located in the Republic of Sierra Leone, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

26.3 Price comparison shall be between the EXW price of the goods offered from within the Republic of Sierra Leone, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Republic of Sierra Leone.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 26.5:

- (a) cost of inland transportation, insurance, and other costs within the Republic of Sierra Leone incidental to delivery of the goods to their final destination.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Republic of Sierra Leone of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) Inland transportation from EXW/port of entry/border point, insurance, and incidentals.

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the Bid Data Sheet will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, the bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) Delivery schedule.

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery "adjustment" will be calculated for other bids by applying a percentage, specified in the Bid Data Sheet, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

- (c) Deviation in payment schedule.

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

or

The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) Cost of spare parts.

(i) 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 bid, will be added to the bid price.

or

(ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

(iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

(e) Spare parts and after sales service facilities in the Republic of Sierra Leone.

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

(g) Performance and productivity of the equipment.

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalised cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

(h) Specific additional criteria

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the Bid Data Sheet and/or the Technical Specifications.

26.6 When bids are invited for individual lots and award of multiple contracts to individual bidders is permitted, the methodology of evaluation and the application of any conditional discounts to determine the award of contracts shall be specified in the Bid Data Sheet.

27. Domestic Preference

27.1 If the Bid Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Republic of Sierra Leone for the purpose of bid comparison, in accordance with the procedures specified in the Bid Data Sheet.

28. Contacting the Purchaser

28.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

29. Post-qualification

29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the best-evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

29.2 The determination will take into account the Bidder's financial, and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

29.3 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 bid, in which event the Purchaser will proceed to the next best-evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. Award Criteria

30.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the best-evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

31. Purchaser's Right to Vary at Time of Award

31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the amount of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

34. Signing of Contract

34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

34.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser

35. Performance Security

35.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next best-evaluated Bidder or call for new bids.

36. Fraud and Corruption

36.1 The Government requires that Purchasers, as well as Bidders/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy the Government:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

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

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more bidders with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;

(iv) coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract

(b) Will reject a recommendation for award of contract if it determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government financed contract.

(d) Notwithstanding the generality of the provisions of this Standard Bidding Document, the authority may refer any such malfeasance to the ACC for further investigation.

36.2 Furthermore, Bidders shall be aware of the provision stated in Clause 24.1 of the GCC.

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Section II. 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 (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB Clause 1.1	Name of Purchaser:
ITB Clause 1.1	The Procurement Number is:
ITB Clause 1.1	Project Title/Name of Contract:
ITB Clause 6.1	Purchaser's address, telephone, and facsimile numbers.
ITB Clause 8.1	The Language of the Bid is English.

Bid Price and Currency	
ITB Clause 11.2 (a) (iii) or (iv) (optional)	[Specify if prices for inland transportation and price of incidental services, must also be quoted in addition to the EXW price of the Goods.] [Note: The related provisions must be reflected accordingly in SCC and Price Schedules.]
ITB Clause 11.2 (b)	The price of the goods shall be quoted on _____ terms.
ITB Clause 11.2 (b)	[Insert (i) (ii), or (iii) alternatives]
ITB Clause 11.2 (b) (iv) or (v) (optional)	[Specify if prices for inland transportation and prices of incidental services, pursuant to ITB Clauses 11.2 (b) (iv) and (v), must be quoted in addition to the above CIF or CIP prices.] <i>[All related provisions must be reflected accordingly in SCC and Price Schedules.]</i>

Preparation and Submission of Bids	
ITB Clause 13.3 (d)	The required documentary evidence to be submitted by the bidder to confirm eligibility to bid is as follows:

	[Specify, for example, requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued.]
ITB Clause 14.3 (b)	Spare parts are required to be available for <i>_ [number]</i> of years of operation.
ITB Clause 15.1	The amount of Bid Security shall be not less than <i>[insert amount in words and figures]</i> Leones
ITB Clause 16.1	The period of bid validity shall be _____ days from the date for submission of bids. [The period must be sufficient to permit completion of the evaluation, approval of the recommended selection by the Bid Committee, and notification of award. Normally, the validity should be ninety (90) days, or shorter for simple goods procurement). A realistic period must be specified in order to avoid the need for extension.]
ITB Clause 17.1	In addition to the original of the bid, the number of copies required is _____.
ITB Clause 18.2 (a)	The address for submission of bids is:
ITB Clause 18.2 (b)	IFB title and Procurement Number:
ITB Clause 19.1	Deadline for submission of bids is ___ hours on _____ (date).
ITB Clause 22.1	The opening of bids shall take place at _____ hours on _____ [date] at _____ <i>[insert full address]</i> .

Bid Evaluation	
ITB Clause 25.2	The common currency for evaluation purposes is Leones and all bids in other currencies will be converted to Leones at the selling exchange rate quoted by the Central Bank of Sierra Leone on the date of the deadline for submission of bids. [If a different currency is to be used, modify the above stating currency, source of exchange rate and the date of the exchange rate selected.]

ITB Clause 26.4	<p>In addition to the bid price the following factors will be taken into account in determining the best-evaluated bid:</p> <p>[Select as appropriate from criteria listed in ITB Clause 26.4, and in the reference under ITB 26.5 below. Retain only the evaluation method to apply and the relevant parameters corresponding to the retained criteria (e.g., 26.5 (b) (i) and (c) (ii)).]</p>
ITB Clauses 26.5 (a) to (h)	<p>[Insert the ITB Clause Numbers corresponding to those factors selected in Clause 26.4 above and provide the specific additional information as required by each Clause in the ITB.]</p>

Contract Award	
ITB Clause 31.1	<p>The percentage for quantity increase or decrease is ____ percent.</p> <p>[Optional clause to be used only where appropriate. Normally should not exceed fifteen (15) percent]</p>

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate bids and qualify Bidders. *In accordance with ITB 13, no other factors, methods or criteria shall be used.* The Bidder shall provide all the information requested in the forms included in Section VIII, Sample Forms.

Evaluation Criteria and Methodology

1.1 Correction of Arithmetical Errors (In accordance with ITB 24.2)

(a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly

(b) 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, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.2 Conversion to a Single Currency (In accordance with ITB 25)

[In case of ICB] The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is Leones.

The source of exchange rate shall be The Central Bank of Sierra Leone.

The date for the exchange rate shall be: *[specify date (day/month/year)]*

[In case of NCB] Not applicable.

1.3 Discounts (In accordance with ITB 22.2)

The Purchaser will adjust the Bid Price, using the methodology prescribed by the Bidder in its Letter of Bid, to take account of the Discounts offered by the Bidder in its Letter of Bid, as read out at the Bid Opening.

1.4 Quantifiable Nonmaterial Nonconformities (In accordance with ITB 24.3)

1.5 Margin of Preference (If permitted, in accordance with ITB 27)

[Insert the applicable criteria and methodology]

1. Qualification Criteria

N.B.: This SBD for Procurement of Services assumes that no Prequalification has taken place before bidding. However, if a Prequalification process is undertaken, the Qualification Criteria stipulated in this Section III, Evaluation and Qualification Criteria must be updated to ensure that the Bidder and any Subcontractors shall meet or continue to meet the Criteria used at the time of Prequalification.

2	Qualification (Without Prequalification)
2.1	Eligibility (Table)
2.2	Historical Contract Non-Performance (Table)
2.3	Financial Situation (Table)
2.4	Experience (Table)

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2. Qualification Tables (Without Prequalification)

2.1 Eligibility				
Factor	Requirement	Single Entity Bidder	Joint Venture, Consortium or Association Bidder	
			All Partners Combined	Each Partner
2.1.2 Conflict of Interest	There must be no conflict of interests (ITB 2.2)	Must meet requirement	Existing or intended JVCA must meet requirement	Must meet requirement
2.1.3 Ineligibility	Must not have been declared ineligible (ITB 2.3 & 36.1)	Must meet requirement	Existing JVCA must meet requirement	Must meet requirement

2.2 Historical Contract Non-performance				
Factor	Requirement	Single Entity Bidder	Joint Venture, Consortium or Association Bidder	
			All Partners Combined	Each Partner
2.2.1 History of Non-performing contracts	Non-performance of a contract did not occur within the last [] years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. ¹	Must meet requirement	Existing or intended JVCA must meet requirement	Must meet requirement
1. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.				
2.2.2 Failure to sign contract	Having not signed a contract and/or failed to provide	Must meet requirement	Must meet requirement itself or	Must meet requirement itself or as partner to past or existing JVCA

	performance security (ITB 35.2) for [] years		as partner to past or existing JVCA	
2.2.3 Pending Litigation	All pending litigation shall in total not represent more than [] percent []% of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement	Must meet requirement itself or as partner to past or existing JVCA	Must meet requirement itself or as partner to past or existing JVCA

2.3 Financial Situation				
Factor	Requirement	Single Entity Bidder	Joint Venture, Consortium or Association Bidder	
			All Partners Combined	Each Partner
2.3.1 Historical Financial Performance	Submission of audited balance sheets [or other financial statements acceptable to the Purchaser,] for the last [] years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability.	Must meet requirement	Not applicable	Must meet requirement
2.3.2 Average Annual Turnover	Minimum average annual turnover of [Le], calculated as total certified payments received for contracts in progress or completed, within the last [] years	Must meet requirement	Must meet requirement	Must meet [] percent []% of the requirement

2.3 Financial Situation				
Factor	Requirement	Single Entity Bidder	Joint Venture, Consortium or Association Bidder	
			All Partners Combined	Each Partner

2.3 Financial Situation				
Factor	Requirement	Single Entity Bidder	Joint Venture, Consortium or Association Bidder	
			All Partners Combined	Each Partner
2.3.3 Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: [.....] and (ii) the overall cash flow requirements for this contract and its current commitments.	Must meet requirement	Must meet requirement	Must meet [] percent []% of the requirement

2.4 Experience				
Factor	Requirement	Single Entity Bidder	Joint Venture, Consortium or Association Bidder	
			All Partners Combined	Each Partner
2.4.1	Experience as Supplier, in at least [] contracts within the last [] years, each with a value of at least [], that have been successfully and substantially completed and that are similar to the proposed Goods and Related Services.	Must meet requirement	Must meet requirement for all characteristics	Must meet requirement for one characteristic

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Section IV. General Conditions of Contract

Table of Clauses

1. Definitions.....	35
2. Application.....	35
3. Country of Origin.....	35
4. Standards.....	36
5. Use of Contract Documents and Information.....	36
6. Not Used.....	36
7. Performance Security.....	36
8. Inspections and Tests.....	37
9. Not Used.....	37
10. Delivery and Documents.....	37
11. Not used.....	37
12. Not used.....	37
13. Not used.....	37
14. Not used.....	37
15. Not used.....	37
16. Payment.....	37
17. Prices.....	38
18. Change Orders.....	38
19. Contract Amendments.....	38
20. Assignment.....	38
21. Subcontracts.....	39
22. Delays in the Supplier's Performance.....	39
23. Liquidated Damages.....	39
24. Termination for Default.....	39
25. Force Majeure.....	40
26. Termination for Insolvency.....	40
27. Termination for Convenience.....	41
28. Settlement of Disputes.....	41
29. Limitation of Liability.....	41
30. Governing Language.....	42
31. Applicable Law.....	42
32. Notices.....	42
33. Taxes and Duties.....	42

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 obligations.

(c) "The Goods" means all of the equipment, machinery, commodities and/or other materials.

(d) "The Services" means services that are contracted on the basis of performance of measurable physical outputs (for example, maintenance of equipment and office machines, surveys, exploratory drilling, aerial photography, catering services and satellite imagery and similar).

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Purchaser" means the Procuring Entity purchasing the Services, as named in the SCC.

(h) "The Purchaser's country" is the Republic of Sierra Leone.

(i) "The Supplier" means the individual or firm supplying the Services under this Contract and named in SCC.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1 Services supplied under the Contract shall have their origin in eligible countries and territories, as further elaborated in the SCC.

4. Standards

4.1 The Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

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 GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC 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. Not Used**7. Performance Security**

7.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

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 one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Republic of Sierra Leone or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the

Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections and Tests

8.1 The Purchaser shall have the right to inspect and/or to test that the Services supplied are in conformity to the Contract specifications at no extra cost to the Purchaser.

8.2 Not used

8.3 Should any inspected or tested Services fail to conform to the Specifications, the Purchaser may require the Supplier make good the Services to meet specification requirements free of cost to the Purchaser.

8.4 Not used

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Not Used

10. Delivery and Documents

10.1 Delivery of the Services shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The Services shall be deemed completed upon provision by the Purchaser of a certificate stating that Services under the terms of the Contract have been completed.

10.2 Not used

10.3 Not used

11. Not used

12. Not used

13. Not used

14. Not used

15. Not used

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

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 Services performed,

and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of an invoice or claim by the Supplier.

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.

17. Prices

17.1 Prices charged by the Supplier for Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorised in SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:

- (a) the place of delivery; and/or
- (b) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this 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 bid. Such notification, in the original bid 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 Performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely 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 Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to perform the Services within the 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 the percentage specified in SCC of the delivered price of the unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the percentage specified in SCC. 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, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to perform any or all of the Services within the period(s) specified in the Contract, or within 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.

(c) if the Supplier, in the judgement of the Purchaser, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

“collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;

“coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 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 an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

26. Termination for Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event,

termination will be without compensation to the Supplier, 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 For the remaining Services, the Purchaser may elect to cancel the remainder and pay to the Supplier an agreed amount for partially completed Services.

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

(a) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract.

(b) Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

28.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this

exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 The Contract shall be written in English unless otherwise specified in SCC. Subject to GCC Clause 31, the version of the Contract written in the specified 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 same language.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Republic of Sierra Leone, unless otherwise specified in SCC.

32. Notices

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing to the address specified in SCC.

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes and Duties

33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of Sierra Leone.

33.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred resulting from the contracted Services to the Purchaser.

Section V. Special Conditions of Contract

Table of Clauses

GCC Clause 1 - Definitions.....	44
GCC Clause 3.1 - Country of Origin	44
GCC Clause 7.1 - Performance Security	44
GCC Clause 8.1 - Inspections and Tests	44
GCC Clause 9.2 - Packing.....	44
GCC Clause 10.3 - Delivery and Documents	44
GCC Clause 11.1 - Insurance	45
GCC Clause 13.1 Incidental Services	45
GCC Clause 14.1 - Spare Parts.....	45
GCC Clause 15.2 - Warranty.....	46
GCC Clause 15.4 - Repair or Replacement of Defective Goods	46
GCC Clause 15.5 – Failure to Repair or Replace Defective Goods.....	46
GCC Clause 16.1 - Payment.....	46
GCC Clause 23.1 - Liquidated Damages	47
GCC Clause 28.2.2 - Settlement of Disputes	47
GCC Clause 30.1 - Governing Language	47
GCC Clause 32.1 - Notices	47

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 the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

GCC Clause 1 - Definitions

GCC 1.1 (g)—The Purchaser is:

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (j)—The Project Site is: *[if applicable]*

GCC Clause 3.1 - Country of Origin

All countries and territories which are member states of the United Nations are eligible.

GCC Clause 7.1 - Performance Security

The amount of performance security, as a percentage of the Contract Price, shall be a minimum of _____ percent. [Five (5) to ten (10) percent of the Contract Price would be reasonable; it should not exceed ten (10) percent in any case.]

GCC Clause 8.1 - Inspections and Tests

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
[insert list of the inspections and tests required]

GCC Clause 9.2 - Packing

The additional packing, marking and documentation shall be as follows:
_____ *[list the precise packing and marking instructions].*

GCC Clause 10.3 - Delivery and Documents

[Provide lists of the documents required for goods supplied from abroad and for goods supplied from within the Republic of Sierra Leone, in accordance with the Incoterms selected.]

[Example for CIF terms:]

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company with the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and __ copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and _____ copies of non-negotiable bill of lading;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) certificate of origin.

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

[Other similar documents should be listed, depending upon the Incoterm specified.]

[Example for EXW terms:]

For Goods from within the Republic of Sierra Leone:

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, railway receipt, or truck receipt;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (v) certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

GCC Clause 11.1 - Insurance

The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

GCC Clause 13.1 Incidental Services

Incidental services to be provided are:

[List required services. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

GCC Clause 14.1 - Spare Parts

Additional spare parts requirements are:

[Specify any additional requirements related to spare parts that are not specifically covered by the Schedule of Requirements.]

GCC Clause 15.2 - Warranty

[Specify any changes to the required terms of the warranty.]

GCC Clause 15.4 - Repair or Replacement of Defective Goods

The period for correction of defects in the warranty period is _____ days.

GCC Clause 15.5 – Failure to Repair or Replace Defective Goods

The period for correction of defects in the warranty period is _____ days.

GCC Clause 16.1 - Payment

The method and conditions of payment to be made to the Supplier under this Contract shall be:

[Example Clauses:]

Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in (____) [currency of the Contract Price] in the following manner:

- (i) Advance Payment: Thirty (30) percent of the Contract Price shall be paid within forty-five (45) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) On Shipment: Thirty (30) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.
- (iii) On Acceptance: Thirty (30) percent of the Contract Price of Goods received shall be paid within forty-five (45) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.
- (iv) Retention Fee: Ten (10) percent

Payment of local currency portion shall be made in Leones within ninety (90) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

Payment for Goods supplied from within the Republic of Sierra Leone:

Payment for Goods and Services supplied from within the Republic of Sierra Leone shall be made in _____ [currency], as follows:

- (i) Advance Payment: Thirty (30) percent of the Contract Price shall be paid within forty-five (45) 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 bidding documents or another form acceptable to the Purchaser.

(ii) On Delivery: Thirty (30) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.

(iii) On Acceptance: Thirty (30) percent of the Contract Price shall be paid to the Supplier within forty-five (45) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

(iv) Retention Fee: Ten (10) percent

GCC Clause 23.1 - Liquidated Damages

The applicable rate for liquidated damages is _____ percent per week or part thereof. The maximum deduction for liquidated damages is _____ percent. [Applicable rate should not exceed one-half (0.5) percent per week, and the maximum should not exceed ten (10) percent of the Contract Price.]

GCC Clause 28.2.2 - Settlement of Disputes

The basis of arbitration shall be:

Example Clauses:

For a Contract with a foreign Supplier:

Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

or

For a Contract with a Supplier national of the Republic of Sierra Leone:

In the case of a dispute between the Purchaser and a Supplier who is a national of the Republic of Sierra Leone, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Republic of Sierra Leone.

[At the time of finalising the Contract, the respective applicable clause only should be retained in the Contract.]

GCC Clause 30.1 - Governing Language

The Governing Language of the Contract shall be English.

GCC Clause 32.1 - Notices

The Purchaser's address for notice purposes is _____.

The Supplier's address for notice purposes is _____.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or (iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Item No.	Description	Quantity	Delivery Schedule in weeks/months from.....

Section VII. Technical Specifications

[Text of Technical Specifications to be inserted in the bidding documents by the Purchaser, as applicable.]

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Section VIII. Sample Forms

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the Bid Form and Price Schedules pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, 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 15.3.

The Contract Form, when it is finalised at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 26.5 (c)), spare parts pursuant to ITB Clause 26.4 (d), or quantity variations pursuant to ITB Clause 31. 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 bid 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 and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The Manufacturer's Authorisation form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

The Eligibility and Qualification Form is to be completed, signed and dated by Bidder. Place a tick mark [✓] against each statement to confirm that it is true and sign and date the form where indicated.

The Bidder shall complete and submit with its bid the **Integrity Pact**

Both the Procurement Committee members and Evaluation Committee members should complete the **Declaration of Conflict of Interest** form before performing their roles in a procurement process.

Sample Forms

1. Bid Form and Price Schedules	52
2. Bid Security Form	55
3. Contract Form	56
4. Performance Security Form	57
5. Bank Guarantee Form for Advance Payment	58

6. Manufacturer's Authorisation Form	59
7. Eligibility and Qualification Form	60
8. Integrity Pact Form.....	61
9. Declaration of Conflict of Interest Form.....	63

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1. Bid Form and Price Schedules

Date _____

Procurement No: _____

To: [name and address of Purchaser]

Gentlemen:

Having examined the bidding 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 bidding documents for the sum of *[total bid 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 Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements and to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet 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 Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Until a formal Contract is prepared and executed, this Bid, 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 bid you may receive. We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this _____ day of _____ 20_____.

[signature] [in the capacity of]

Duly authorised to sign Bid for and on behalf of _____

Price Schedule for Goods Offered from Abroad

Name of Bidder _____ Procurement No. _____ Page ____ of ____

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price ¹ FOB or FCA port or place of loading (specify port or place) ²	Unit price ¹ cif port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price ¹ of inland delivery to final destination and unit price of other incidental services ³

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.
2. Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.
3. Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In the case of discrepancy between the unit price and the total, prices shall be adjusted by the Purchaser in accordance with the provisions of Clause 24.2 of the Instructions to Bidders.

Price Schedule for Goods Offered from within the Republic of Sierra Leone

Name of Bidder _____. Procurement No. _____. Page __ of __.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price ¹ EXW per item	Cost of local labour, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices ¹ per item final destination and unit price of other incidental services ³	Sales and other taxes payable if Contract is awarded

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

2. Indicated as a percentage of the EXW price.

3. Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In the case of discrepancy between the unit price and the total, prices shall be adjusted by the Purchaser in accordance with the provisions of Clause 24.2 of the Instructions to Bidders.

2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Purchaser]* (hereinafter called "the Purchaser") in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid 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 Bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, 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 it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between *[name of Purchaser]* of the Republic of Sierra Leone (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 bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (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 Bid 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;
- (g) the Eligibility and Qualification Criteria; and
- (h) the Integrity Pact;

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.

Signed, sealed, delivered by _ the ___ (for the Purchaser)

Signed, sealed, delivered by _ the ___ (for the Supplier)

4. Performance Security Form

To: [name of Purchaser]

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated _____ 20____ 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 a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee Form for Advance Payment

To: [name of Purchaser]

[name of Contract]

Gentlemen:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorisation Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: [name of the Purchaser]

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

do hereby authorise [*name and address of Agent*] to submit a bid, and subsequently negotiate and sign the Contract with you against Procurement No. [*reference of the Invitation to Bid*] for the above goods manufactured by us.

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

[signature for and on behalf of Manufacturer]

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

Pay No Bribe

7. Eligibility and Qualification Form

Bidder is to confirm with a tick [v] in each box on the right that the statement is true and sign and date the form where indicated.

2.1 Eligibility		
2.1.2 Conflict of Interest	I confirm that there is no conflict of interests (ITB 2.2)	
2.1.3 Ineligibility	Neither I [nor my Joint Venture Partners] have been declared ineligible (ITB 2.3)	
2.2 Historical Contract Non-performance		
2.2.1 History of Non-performing contracts	Non-performance of a contract has not occurred within the last [] years prior to the deadline for application submission, based on all information on fully settled disputes or litigation.	
2.2.2 Failure to sign contract	I have not failed to sign a contract and/or failed to provide performance security (ITB 31) for [] years	
2.2.3 Pending Litigation	All pending litigation shall in total not represent more than [] percent []% of my net worth and shall be treated as resolved against me.	
2.3 Financial Situation		
2.3.1 Historical Financial Performance	Submission of audited balance sheets [or other financial statements acceptable to the Purchaser,] for the last [] years to demonstrate the current soundness of the my financial position and prospective long term profitability.	
2.3.2 Average Annual Turnover	Minimum average annual turnover of [Le], calculated as total certified payments received for contracts in progress or completed, within the last [] years	
2.3.3 Financial Resources	I confirm that I have access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: [Le.....] and (ii) the overall cash flow requirements for this contract and its current commitments.	
2.4 Experience		
2.4.1	I confirm that I have experience as Supplier, in at least [] contracts within the last [] years, each with a value of at least [Le] that have been successfully and substantially completed and that are similar to the proposed Goods and Related Services.	

The statements in this form are true and accurately reflect my eligibility and qualification.

Signed Name Date

8. Integrity Pact Form

This Integrity Pact is entered into on the day of in the Year of Our Lord Two Thousand and Between

_____ hereinafter referred to as “(Purchaser)”,
and

_____ hereinafter referred to as “(Supplier)”

Preamble

Whereas “the Parties” are cognizant of the scourge of corruption and its negative effects on the development of a country and are aware also of the immense benefits which doing business in a corruption free environment holds for their individual businesses as well as for the country as a whole

AND Whereas corruption and corrupt practices in the form of procurement violations particularly conflict of interest have been identified as an area for immediate and targeted attention in the relationship between the public service and the private sector

AND Whereas the parties now wish to further commit themselves to actions which will promote a corruption free business environment including full compliance with all relevant laws, rules and regulations which may currently be in force relating to anti-corruption and good business practices in line with the Anti-Corruption Act, 2008 and other government initiatives relating to the private sector in Sierra Leone

The Parties hereby commit themselves and pledge as follows:

1. To maintain a strict and unwavering adherence to good business practices in the execution of all their undertakings.
2. To take all measures necessary to prevent corruption in their mutual and other dealings.
3. To observe and implement recommendations, instructions or directives from the Anti-Corruption Commission made pursuant to the Anti-Corruption Act 2008.
4. To uphold implement and maintain a No bribery policy in the conduct of their transactions.

Reporting violations

5. To promptly inform the Anti-Corruption Commission of any employee, agent, representative or an associate, whether its own or of the other Party, who conduct may constitute corruption, or is likely to engender corruption or corrupt practices.

Conflict of Interest

6. To actively guard against Conflict of Interest including situations when an employee or staff’s interest may interfere with the interests of the enterprise/organization to which he/she is employed.
7. To insist that employees or staff shall disclose to the enterprise/organization any situation that reasonably would be expected to give rise to a conflict of interest or the appearance of the same.
8. To ensure that employees or staff obtain approval prior to accepting any position to serve on a board of directors, an advisory board or on a committee of any entity.
9. That no employee/staff may obtain any personal material benefit or favour because of his or her position with the enterprise/organization.

- 10. That no employee/staff may have financial interest (indirect ownership, direct ownership or otherwise) in a company whose business/operations relate to his/her post, functions held or otherwise supervised in his/her current employment.
- 11. To closely monitor and regulate actual or potential conflict of interests, occasioned by the influence of certain social relationships on the objectivity of the employee/staff in making dispassionate judgment on behalf of the enterprise/organization.

THE PARTIES HEREBY demonstrate their pledge and commitment to the above Principles by signing hereunder on the day and year above first written **AND THEY FURTHER DECLARE** that this pledge shall have the same binding effect as any policy instrument that the parties use in the management of their business/entity.

SIGNATURE **DATE:.....**

(PROCURING ENTITY)

In the presence of:-

Name:.....

Address:.....

Designation:.....

SIGNATURE **DATE:.....**

SIGNATURE **DATE:.....**

(BIDDER)

In the presence of:-

Name:.....

Address:.....

Designation:.....

SIGNATURE **DATE:.....**

9. Declaration of Conflict of Interest Form

PROCUREMENT COMMITTEE

TECHNICAL EVALUATION COMMITTEE

PROCUREMENT TITLE:

PROCUREMENT NUMBER:

Ideclare that, I have an interest / do not have any personal or financial interest with companies whose bids the (Name of Procuring Entity) is about to evaluate.

Declaration: Have you or your partner any financial or other interest in any relevant commercial entities intending to do business with the (Name of Procuring Entity) which may be considered as constituting a real, potential or apparent conflict of interest?

Yes No

If yes, please give details in the box below

Type of interest, e.g. patent, shares, employment, association, payment (Including details on the compound, work, etc.)	Name of Business Entity	Belongs to you, parter or unit?	Current interest

Is there anything else that could affect your objectivity or independence in participating in this evaluation or the perception by others of your objectivity and independence? Please state.

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I hereby declare that disclosed information is correct and that no other situation of real, potential or apparent conflict of interest is known to me. I undertake to inform you of any change in these circumstances, including if an issue arises during the course of my term.

Signature

Date

Name

Designation

Pay No Bribe