Republic of Sierra Leone
Standard Bidding Documents

Procurement of Simple Goods

NATIONAL COMPETITIVE BIDDING
Bank of Sierra Leone

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PROCUREMENT OF HOSPITALITY ITEMS

Procurement Number - BSL/SEC/NCB/2026/0013

Date of First Issue: October 26, 2026

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Invitation for Bids
Bank of Sierra Leone

NATIONAL COMPETITIVE BIDDING

PROCUREMENT OF HOSPITALITY ITEMS
- BSL/SEC/NCB/2026/0013

Date of First Issue: October 26, 2026

The Bank of Sierra Leone has allocated funds from its 2026 budget and now invites sealed bids from eligible bidders for the procurement of Hospitality Items.

Bidding is open to all suppliers who can demonstrate the undermentioned criteria and timely delivery schedule.

Bidders must bid for all the items. Partial quotation shall be considered non-responsive.

Interested bidders may obtain further information and inspect the bidding documents at the address overleaf from Monday to Friday from 11:00 am to 2:00 pm. Bidding documents must be purchased at the address overleaf upon payment of a non-refundable fee of **NLe500.00 (Five hundred Leones**) to be eligible to participate in the process. **Bidders must submit a copy of their receipt, together with their bids as proof of purchase of the bidding documents.**

Bidding documents are also available at the Bank of Sierra Leone website: **www.bsl.gov.sl for viewing only.**

Please note that the following will be taken into consideration during the evaluation:

A site visit will be conducted by the Evaluation Committee to ascertain that:

i. **the bidder has an established business facility where assorted hospitality items and other goods are displayed.**
ii. **the bidder has the required items as well as other goods to enable beneficiaries swap with other items of choice.**
iii. **the bidder's business premises is in an ideal location that is easily accessible with a convenient parking space.**

Bids must be submitted by hand or courier to the address overleaf and must be deposited in the tender box on or before November 9, 2026 at 12:00 noon.

All bids must be accompanied by:

- bid security of NLe44,000.00 (Forty-four thousand Leones)
- a valid Business Registration Certificate
- A valid Municipal License
- a valid NRA Tax Certificate.
- a valid NASSIT Clearance Certificate
- Signed and stamped Bid Form
- A signed Integrity Pact; (attached in the bidding document)
- Company/Business Profile

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- **Supplier Registration Certificate from the NPPA**
- Most recent audited financial statement or most recent 12 months bank statement
- Evidence of similar contracts performed (Job Completion Certificate).

Potential Bidders must make payment of a non-refundable fee of NLe500.00 (Five hundred Leones) for the Bidding Document in the Single Treasury Account at the Bank of Sierra Leone or any of the Transit Accounts with details as shown below and immediately submit the Bank Pay-in-Slip to the Procurement Unit, 8th Floor, Main Bank Building for issuance of receipt and collection of the bidding document.

Account Name: NPPA- Revenue from sale of Bidding Documents
Account Number: 0111003981
BBAN: 000001011100398165

Alternative to the account at the Bank of Sierra Leone, potential Bidders can also pay for the bidding document in any of the Transit Accounts at the following Commercial Banks:

Bank Name: Sierra Leone Commercial Bank
Account Name: Revenue from Sale of Bidding Sub Treasury
Account Number: 003001081791112183

Bank Name: Rokel Commercial Bank
Account Name: Revenue from Sale of Bidding Sub Treasury
Account Number: 02-011012428
BBAN: 002001002101242863

Bidders must submit a copy of their Bank Pay-in-Slip together with their bid as proof of purchase of the bidding document.

Computation of the final Bid price must include 15% GST.

Kindly note that this procurement is subject to the statutory deduction of withholding tax.

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Bids will be publicly opened on **November 9, at 12:05 p.m.** in the presence of bidders or their designated representatives and anyone who chooses to attend, at the address below. Late bids will be rejected and returned unopened to bidders.

Procurement Unit
8th Floor, Main Bank Building
Bank of Sierra Leone
Siaka Stevens Street
Freetown
Tel: 080-186-101 or
075-156-971

Section I. Instructions to Bidders

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Instructions to Bidders

A. Introduction

1. Source of Funds

1.1 The Purchaser named in the Bid Data Sheet has an approved budget 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 shall not be under a declaration of suspension for corrupt and fraudulent practices as issued by the Government in accordance with ITB Clause 32.1.

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 recognised 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.

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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 and 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 to submit 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.

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C. Preparation of Bids

6. Language of Bid

6.1 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 English. 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 into English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

7. Documents Constituting the Bid

7.1 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 8, 9, and 10;

(b) documentary evidence established in accordance with ITB Clause 11 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 12 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 13.

8. Bid Form

8.1 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.

9. Bid Prices

9.1 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.

9.2 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) the price for inland transportation, insurance and other costs incidental to delivery of the goods to their final destination, if specified on 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 for inland transportation, insurance and other costs incidental to delivery of the goods from the port of entry to their final destination, if specified on the Bid Data Sheet.

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9.3 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.

9.4 The Bidder's separation of price components in accordance with ITB Clause 9.2 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. 6

9.5 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.

9.6 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 its bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package.

10. Bid Currency

10.1 All prices shall be quoted in Leones.

11. Documents Establishing Bidder's Eligibility and Qualification

11.1 Pursuant to ITB Clause 7, 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.

11.2 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.

11.3 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.

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

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services that the Bidder proposes to supply under the contract.

12.2 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.

12.3 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.

12.4 For purposes of the commentary to be furnished pursuant to ITB Clause 12.3(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.

13. Bid Security

13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

13.2 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 13.7.

13.3 The bid security shall be denominated in Leones, 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

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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.

13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 22.

13.5 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 14.

13.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7 The bid security may be forfeited:

(a) if a Bidder:

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

(ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 30; or

(ii) to furnish performance security in accordance with ITB Clause 31.

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14. Period of Validity of Bids

14.1 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 17. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 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 13 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.

14.3 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.

15. Format and Signing of Bid

15.1 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.

15.2 The original and the 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.

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

15.4 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

16. Sealing and Marking of Bids

16.1 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.

16.2 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 20.1.

16.3 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."

16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

17. Deadline for Submission of Bids

17.1 Bids must be received at the address specified under ITB Clause 16.2 (a) by the time and date specified in the Bid Data Sheet.

18. Late Bids

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18.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 17 will be rejected and returned unopened to the Bidder.

19. Withdrawal of Bids

19.1 The Bidder may withdraw its bid after the bid's submission, provided that written notice is received by the Purchaser prior to the deadline prescribed for submission of bids.

19.2 The Bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 16 but in addition the envelopes shall be clearly marked "WITHDRAWAL". 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.

19.3 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 13.7.

E. Opening and Evaluation of Bids

20. Opening of Bids by the Purchaser

20.1 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.

20.2 The bidders' names, withdrawals, bid prices, discounts, and the presence or absence of the requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced 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 18.

20.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

20.4 The Purchaser will prepare minutes of the bid opening.

21. Clarification of Bids

21.1 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.

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22. Preliminary Examination

22.1 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.

22.2 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.

22.3 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.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, 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 13), 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.

22.5 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.

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23. Evaluation and Comparison of Bids

23.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 22.

23.2 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

23.3 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.

23.4 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.

24. Contacting the Purchaser

24.1 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.

24.2 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

25. Post-qualification

25.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest priced responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 11.3.

25.2 The determination will take into account the Bidder's financial, technical, and production 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 11.3, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 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 lowest priced bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

26. Award Criteria

26.1 Subject to ITB Clause 28, 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 lowest priced bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

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

27.1 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 quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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

28.1 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.

29. Notification of Award

29.1 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.

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

29.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 31, 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 13.

29.4 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.

30. Signing of Contract

30.1 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.

30.2 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.

31. Performance Security

31.1 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, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

31.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 30.2 or ITB Clause 31.1 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 lowest price Bidder or call for new bids.

32. Fraud and Corruption

32.1 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:

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(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 anything 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.

32.2 Furthermore, Bidders shall be aware of the provision stated in Clause 24.1 of the General Conditions of Contract

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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: Bank of Sierra Leone
ITB Clause 1.1	The Procurement Numbers: • BSL/SEC/NCB/2026/0013
ITB Clause 1.1	Procurement Title/Name of Contract: • Procurement of Hospitality Items
ITB Clause 4.1	Purchaser's address, telephone, and facsimile numbers: Bank of Sierra Leone, Siaka Stevens Street, Freetown

Preparation and Submission of Bids	
ITB Clause 9.2 (b)	The point of destination is Bank of Sierra Leone, Siaka Stevens Street, Freetown
ITB Clause 11.3 (d)	The required documentary evidence to be submitted by the bidder to confirm eligibility to bid is as follows: ▪ bid security of NLe44,000.00 (Forty-four thousand Leones) ▪ a valid Business Registration Certificate ▪ A valid Municipal License ▪ a valid NRA Tax Certificate. ▪ a valid NASSIT Clearance Certificate ▪ Signed Bid Form ▪ A signed Integrity Pact; (attached in the bidding document) ▪ Company/Business Profile ▪ **Supplier Registration Certificate from the NPPA** ▪ Most recent audited financial statement or most recent 12 months bank statement ▪ Evidence of similar contracts performed (Job Completion Certificate).
ITB Clause 12.3 (b)	Not Applicable
ITB Clause 13.1	The amount of Bid Security shall be as follows – NLe44,000.00 (Forty-four thousand Leones)
ITB Clause 14.1	The period of bid validity shall be 90 days after the date for submission of bids.
ITB Clause 15.1	In addition to the original of the bid, the number of copies required is 3 (three).

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ITB Clause 16.2 (a)	The address for submission of bids is: Procurement Unit, 8th Floor Main Bank Building, Bank of Sierra Leone, Siaka Stevens Street, Freetown. Telephone: 080-186-101 or 075-156-971
ITB Clause 16.2 (b)	IFB title and Procurement Number: Procurement of Hospitality Items - BSL/SEC/NCB/2026/0013
ITB Clause 17.1	Deadline for submission of bids is 12:00 noon on **November 9, 2026.**
ITB Clause 20.1	The opening of bids shall take place at the Bank of Sierra Leone, Procurement Unit, 8th Floor, Main Bank Building, Siaka Stevens Street, Freetown at **12:05 p.m. on November 9, 2026.**

Contract Award	
ITB Clause 27.1	The percentage for quantity increase or decrease is 15 percent.

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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 22 and ITB* 25*, 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.

1.	**Evaluation Criteria and Methodology**
1.1	**Correction of Arithmetical Errors (In accordance with ITB 22)**
(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	**Not Used**
1.3	**Discounts (In accordance with ITB 23.6)** 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 22.3)**
1.5	**Not Used**

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2. Qualification Criteria

N.B.: This SBD for Procurement of Simple Goods assumes that no Prequalification has taken place before bidding. However, if a Prequalification process is undertaken, the Qualification Criteria stipulated in this Section IV, 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. Bidder should complete Eligibility and Qualification form at Section IX.

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)	Must meet requirement	Existing JVCA must meet requirement	Must meet requirement
2.1.4 Qualification Criteria	Must demonstrate experience and satisfactory performance of similar contracts	Must meet requirement	Existing JVCA must meet requirement	Must meet requirement
	Must demonstrate financial soundness	Must meet requirement	Existing JVCA must meet requirement	Must meet requirement

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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 [3] 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 performance security (ITB 31) for [3] years	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
2.2.3 Pending Litigation	All pending litigation shall in total not represent more than [twenty] percent [20]% 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

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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 [3] 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 [NLe500,000], calculated as total certified payments received for contracts in progress or completed, within the last [3] years	Must meet requirement	Must meet requirement	Must meet twenty percent (20%) of the requirement

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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: [NLe1,000,000] and (ii) the overall cash flow requirements for this contract and its current commitments.	Must meet requirement	Must meet requirement	Must meet twenty percent [20%] of the requirement

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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 [5] contracts within the last [3] years, each with a value of at least [NLe500,000] 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

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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 which the Supplier is required to supply to the Purchaser under the Contract.

(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(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 Entity purchasing the Goods, 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 Goods and 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 All Goods and Services supplied under the Contract shall have their origin in eligible countries and territories, as further elaborated in the SCC.

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of

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components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

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

6. Patent Rights

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

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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 Leones 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 check.

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 or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Republic of Sierra Leone shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

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

9. Packing

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the

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Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 For purposes of the Contract, "EXW," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are specified in the SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary.

12. Transportation

12.1 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Republic of Sierra Leone as specified in the Contract, shall be arranged and paid for by the Supplier and the cost thereof shall be included in the Contract Price. No restriction shall be placed on the choice of carrier.

12.2 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Republic of Sierra Leone, defined as the Project Site, transport to such place of destination in the Republic of Sierra Leone, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any additional services as specified in the SCC.

14. Spare Parts

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

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(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

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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 Goods delivered and 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 Payments shall be made in Leones

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid except for any price adjustments authorised in the SCC.

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) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment 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

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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.

Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule 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 delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform 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 the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the 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 deliver any or all of the Goods 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:

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"Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything 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, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

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

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

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

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 Goods 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,

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(c) 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

(d) 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

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Republic of Sierra Leone.

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 until delivery of the contracted Goods to the Purchaser.

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Section V. Special Conditions of Contract

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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.

Instructions for completing the Special Conditions of Contract are provided in italics in the notes for the relevant SCC. Where example provisions are furnished, they are only illustrative of the provisions that the Purchaser should draft specifically for each procurement.

GCC Clause 1 - Definitions

GCC 1.1 (g)—The Purchaser is: Bank of Sierra Leone, Siaka Stevens Street, Freetown

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (j) – The Project Site is: Bank of Sierra Leone, Siaka Stevens Street, Freetown

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 10 percent.

GCC Clause 8.1 - Inspections and Tests
The goods shall be inspected by designated officials of the Bank in accordance with the technical specifications before final acceptance. **Goods which do not conform to the technical specifications will be rejected.**

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GCC Clause 10.3 - Delivery and Documents

The following documents should be submitted to the Purchaser:

(i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
(ii) Delivery Note

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

GCC Clause 13.1 – Incidental Services

The Supplier or its representative is required to be in attendance for inspection of the items following delivery, and to arrange unpacking of the goods ready for examination.

GCC Clause 15.2 – Warranty

N/A

GCC Clause 15.4 - Repair or Replacement of Defective Goods
The period for correction of defects in the warranty period is 14 days.

GCC Clause 15.5 – Failure to Repair or Replace Defective Goods
Penalties as stipulated in GCC 23.1 shall be applied.

GCC Clause 16.1 – Payment
Payment for Goods supplied shall be made in Leones, as follows:

Payment for Goods and Services shall be made in Leones, 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, and upon submission of claim and a bank guarantee for equivalent amount **valid until the Goods are delivered and accepted and, in the form, provided in the bidding documents**.

ii. **On Delivery and Acceptance**: Seventy (70) 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.

GCC Clause 23.1 - Liquidated Damages
The applicable rate for liquidated damages is 0.5 percent per week or part thereof. The maximum deduction for liquidated damages is 10 percent.

GCC Clause 28.2.2 - Settlement of Disputes
The basis of arbitration shall be in accordance with the laws of the Republic of Sierra Leone.

GCC Clause 30.1 – Governing Language
The governing language of the contract shall be in English.

Clause 32.1 - Notices
The Purchaser's address for notice purposes is Bank of Sierra Leone, Siaka Stevens Street.

The Supplier's address for notice purposes is _____

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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 CIF terms, or (iii) to the first carrier when the contract is placed on 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.

HOSPITALITY ITEMS

CATEGORY A

For items under category A, the supplier will be required to supply the items to the Bank

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No.	Description	Qty	Unit of Measure	Delivery Schedule in weeks from date of signing of contract
1	Peak Milk	11,080	tin	**2 Weeks**
2	Decaffeinated Coffee	210	tin	**2 Weeks**
3	Nescafe	430	btl	**2 Weeks**
4	Short Bread Biscuit (Ginger Nuts)	250	pkt	**2 Weeks**
5	Short Bread Biscuit (Short Bread)	3,000	pkt	**2 Weeks**
6	Ritz Crackers Biscuit	3,250	Pkt	**2 Weeks**
7	Rich Tea Biscuit (Digestive)	3,250	pkt	**2 Weeks**
8	Tea Leaf	32,400	pkt	**2 Weeks**
9	Sugar	2,300	pkt	**2 Weeks**
10	Ceres Bottle	120	btl	**2 Weeks**
11	Ceres Fruit Juice	240	pkt	**2 Weeks**
12	Assorted Soft Drinks	840	can	**2 Weeks**
13	Tutik Water	10,720	btl	**2 Weeks**
14	Non-Alcoholic Drink	96	btl	**2 Weeks**
15	Diet Coke	120	can	**2 Weeks**
16	Sauvignon B&G	15	btl	**2 Weeks**
17	Sweetener	150	vials	**2 Weeks**

	CATEGORY B **For items under category B, beneficiaries would be required to visit the Supplier's business premises to collect the items allocated to each beneficiary. Beneficiaries who wish to swap the allocated items with other items of choice, should be allowed to do so.**			
1	Black Label Whisky	62	Btl	**2 Weeks**
2	Remy Martin Brandy VSOP	62	Btl	**2 Weeks**
3	Bailey's Irish Cream	28	Btl	**2 Weeks**
4	Gordon's Dry Gin	9	btl	**2 weeks**
4	Guinness Stout (Local)	124	Cartons	**2 Weeks**
5	Star Beer (Local)	124	Crates	**2 Weeks**
6	Assorted soft drink	124	Cans	**2 Weeks**
7	Danish Cookies (large)	35	Tins	**2 Weeks**
				2 Weeks
	CATEGORY C **For items under Category C, the supplier would be required to supply the items to the Bank's premises.**			
1	Black Label Whisky	45	Btl	**2 Weeks**
2	Remy Martin Brandy VSOP	45	Btl	**2 Weeks**
3	Bailey's Irish Cream	45	Btl	**2 Weeks**
4	Gordon's Dry Gin	45	Btl	**2 Weeks**
8	Danish Cookies (large)	45	Tins	**2 Weeks**
9	Non-Alcoholic Wine	45	btls	**2 Weeks**

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Section VII. Technical Specifications

HOSPITALITY ITEMS

No.	Description	Unit of Measure
1	Peak Milk	tin
2	Decaffeinated Coffee	tin
3	Nescafe	btl
4	Short Bread Biscuit (Ginger Nuts)	pkt
5	Short Bread Biscuit (Short Bread)	pkt
6	Ritz Crackers Biscuit	pkt
7	Rich Tea Biscuit (Digestive)	pkt
8	Tea Leaf	pkt
9	Sugar	pkt
10	Ceres Bottle	btl
11	Ceres Fruit Juice	pkt
12	Assorted Soft Drinks	can
13	Tutik Water	btl
14	Non-Alcoholic Wine	btl
15	Diet Coke	can
16	Sauvignon B&G	btl
17	Sweetener	Vial
18	Black Label Whisky	btl
19	Remy Martin Brandy VSOP	Btl
20	Bailey's Irish Cream	Btl
21	Gordon's Dry Gin	Btl
22	Guinness Stout (Local)	Crate
23	Star Beer (Local)	Crate
24	Assorted soft drink	Can
25	Danish Cookies (large)	Tin
26	Non-Alcoholic Wine	pkt

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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 8 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 13.3.

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 Clauses 14.3 and 22.2, GCC Clause 17, and quantity variations pursuant to ITB Clause 27. 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 Clause 16, respectively.

The **Manufacturer's Authorisation** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 11.3 (a).

The **Eligibility and Qualification** form is to be completed by the Bidder placing a tick [☐] in the boxes to the right and by signing and dating the form where indicated.

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

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.

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Sample Forms

1. **Bid Form and Price Schedules** **47**
2. **Bid Security Form** **50**
3. **Contract Form** **51**
4. **Performance Security Form** **52**
5. **Bank Guarantee Form for Advance Payment** **53**
6. **Manufacturer's Authorisation Form** **54**
7. **Eligibility and Qualification Form** **55**
8. **Integrity Pact Form** **57**
9. **Declaration of Conflict-of-Interest Form** **59**

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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.

If our bid is accepted, we undertake 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 14.1 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")

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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
Item	Description	Country of origin	Quantity	Unit price 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 5)	Unit price of inland delivery to final destination

Pay No Bribe

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 22.2 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	7	8	9
Item	Description	Country of origin	Quantity	Unit price EXW per item	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination	Sales and other taxes payable if Contract is awarded

Pay No Bribe

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 22.2 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]

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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; and
(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)

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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]

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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]

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6. Manufacturer's Authorisation Form

[See Clause 11.3 (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.

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7. Eligibility and Qualification Form

Bidder is to confirm with a tick [✓] 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 [3] 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 [3] years	
2.2.3 Pending Litigation	All pending litigation shall in total not represent more than [twenty] percent [20]% 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 [3] years to demonstrate the current soundness of my financial position and prospective long term profitability.	
2.3.2 Average Annual Turnover	Minimum average annual turnover of [NLe500,000], calculated as total certified payments received for contracts in progress or completed, within the last [3] 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: [NLe1,000,000] 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 [5] contracts within the last [3] years, each with a value of at least [NLe500,000] 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 ……..

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8. Integrity Pact Form

This Integrity Pact is entered into on the …….. day of August, in the Year of Our Lord Two Thousand and twenty-six Between

Bank of Sierra Leone 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

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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.

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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: 26th October, 2026

(PROCURING ENTITY)

In the presence of:-

Name:……

Address:……

Designation:……

SIGNATURE ……DATE: 26th October, 2026

(BIDDER)

In the presence of:-

Name:……

Address:……

Designation:……

SIGNATURE ……DATE:……

9. Declaration of Conflict of Interest Form

Procurement Committee ☐

Technical Evaluation Committee ☐

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Procurement Title: ……

Procurement Number: ……..

I ……..declare 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.

……

……

……

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 _____

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