



REPUBLIC OF LIBERIA
CENTRAL BANK OF LIBERIA



REQUEST FOR PROPOSAL /BID
FOR THE
PROVISION OF LEGAL SERVICES FOR THE CENTRAL
BANK OF LIBERIA
RFP#: CBL/RFP/13/2024

NATIONAL COMPETITIVE BIDDING

ISSUANCE DATE: NOVEMBER 28, 2024
SUBMISSION DATE: DECEMBER 12, 2024

INVITATION TO BID

CENTRAL BANK OF LIBERIA

Lynch & Ashmun Streets
1000 Monrovia 10, Liberia

Company's Address

Re: Letter of Invitation to Bid-Provision of Legal Services for the Central Bank of Liberia

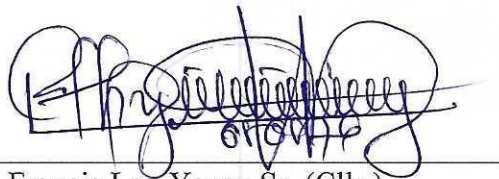
Dear Sir/Madam:

The Central Bank of Liberia (CBL) hereby solicits bids for ***Provision of Legal Services for the Central Bank of Liberia (RFP No.: CBL/RFP/13/2024)*** for the period January 1, 2025, to December 31, 2025.

Accordingly, the CBL invites interested entities to pick up the solicitation document from the Bank's head office on the corner of Ashmun and Lynch Streets beginning Thursday, November 28, 2024. The document will be available at the Procurement Section.

Sealed Proposal may be delivered to the Procurement section on the 7th floor of the CBL Head Office no later than **2:00 PM on Thursday, December 12, 2024, in hard copies or electronically to procurement@cbl.org.lr. Electronic submission should be password protected.** Late submission of proposal will not be accepted.

Signed: _____



Francis Leo Yancy Sr. (Cllr.)

DIRECTOR

General Support Services Department

Instructions to Bidders (ITB)

A. Introduction

- 1. Scope of Bid**
 - 1.1 The **Central Bank of Liberia** (hereinafter referred to as the Purchaser) wishes to receive bids for provision of Legal Services for the Central Bank of Liberia (hereinafter referred to as the Service).
 - 1.2 All bids are to be completed and returned to the Purchaser in accordance with these Instructions to Bidders.
- 2. Source of Funds**
 - 2.1 The Purchaser shall fund this procurement from its approved budget to pay for the contract (hereinafter referred to as the “**Contract**”) for which this Invitation for bid is issued toward the provision of Legal Services for the Central Bank of Liberia.
 - 2.2 Payments will be made only at the request of the Purchaser and upon approval by a designated official of the Central Bank of Liberia in accordance with terms and conditions of the contract agreement between the Purchaser and the Service provider (hereinafter referred to as the “**Contract**”), and will be subject in all respects to the Financial Administration of the Republic of Liberia. No party other than the Service provider shall derive any rights from the Contract or have any claims to the funds.
- 3. Eligible Bidders**
 - 3.1 This Invitation for Bid is open to all eligible service provider.
 - 3.2 State owned enterprises may participate only if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Purchaser.
- 4. Cost of Tender**
 - 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will, in no case, be responsible or liable for those cost, regardless of the conduct or outcome of the Bidding process.

B. THE BID DOCUMENTS

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|---|---|
| <p>5. Content of Tender Documents</p> | <p>5.1 The service required, bid procedures and contract terms are prescribed in the Bid Documents. In addition to the Invitation for Bid, the Bid Documents include:</p> <ul style="list-style-type: none"> a. Instruction to Bidding (ITB); b. Bid Data Sheet; <p>5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required by the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.</p> |
| <p>6. Clarification of Bid Documents</p> | <p>6.1 A prospective Bidder requiring any clarification of the bid Documents may request the Purchaser in writing at the Purchaser's address indicated in Bid Data Sheet. The Purchaser will respond in writing or by email to any request for clarification of the bid documents which it receives no later than five (5) days prior to the deadline for the submission of Bid. The Purchaser's response (including an explanation of query without identifying the source of inquiry) will be sent in writing or email to all prospective bid, who have the bid Documents.</p> |
| <p>7. Amendment of Bid Documents</p> | <p>7.1 At any time prior to the deadline for submission of Bid, the Purchaser may, for any reason, modify the Bid Documents by issuing Addenda.</p> <p>7.2 Any Addendum will be notified in writing to all prospective Bidders who have the bid Documents and shall be a part of the bid document.</p> <p>7.3 Where the Purchaser issues the Addendum very close to deadline for submission of bid, the Purchaser may extend the deadline for submission of bid in order to afford prospective Bidders a reasonable time to take the Addendum into account in preparing their Bid.</p> |

C. PREPARATION OF BID

- 8. Language of Bid** 8.1 The Bid prepared by the Bidder and all correspondence and supporting documents relating to the bid exchanged by the bid and the Purchaser, shall be written in the English language.
- 9. Bid Price** 9.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the service it proposes to deliver under the contract.
- 10. Currency of Bid** 10.1 Prices should be quoted in Liberian Dollars (LRD)
- 11. Document Establishing Bidder's Eligibility and Qualifications**
- 11.1 Pursuant to Clause 10, 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.
- 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 the Bidder has the financial and technical capability necessary to perform the contract.

- c. that the Bidder meets the Qualifications as specified in Bid Data Sheet.

- 12. Bid Security** 12.1 In order to encourage greater competition by limiting the barriers to bidders' participation, bid security submission is hereby waived. Thus, bid security IS NOT required for this tendering process.
- 13. Period of Validity of Bids** 13.1 Bids shall remain valid for the period as specified in the *bid Data Sheet* after the date of Tender opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 13.2 In exceptional circumstances, the Purchaser may solicit the Bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be in writing or by email. The validity of Bid period shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid. A Bidder granting the request will not be required nor permitted to modify its bids.
- 14. Format and Signing of Bids** 14.1 The Bidder shall prepare one original document comprising the bid and clearly marked "**ORIGINAL**". In addition, the Bidder shall submit Four (4) copies of the bid and clearly marked as "**COPIES**". In the event of discrepancy between them, the original shall prevail.
- 14.2 The original and copy of the bid shall be typed written and shall be signed by the Bidder or a person or persons duly authorised to sign on behalf of the Bidder. The letter of authorisation shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, where entries or amendments have been made, shall be initialed by the person or persons signing the Tender.
- D. SUBMISSION OF BIDS**
- 15. Sealing and Marking of bids** 15.1 The Bidder shall seal the original and the copy of the bids in two inner envelopes and an outer envelope, duly marking the inner envelopes as "Original" and "Copy".

- 15.2 The inner and outer envelopes shall:
- a. Be addressed to the Purchaser at the address given in the *Bid Data Sheet*:
 - c. Provide a warning “**Not to Open Before**” the time and date for bid opening as specified in the *Bid Data Sheet*.
- 15.3 If the outer envelope is not sealed and marked as required the Purchaser will assume no responsibility for the bid misplacement or premature opening.

16. Deadline for Submission of Bids

- 16.1 Bid must be received by the Purchaser at the address and no later than the time and date specified in the *Bid Data Sheet*.
- 16.2 The Purchaser may, at their discretion, extend the deadline for the submission of bids by issuing an amendment, in which case, all rights and obligations of the Purchaser and Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

17. Late Bids

- 17.1 Any Bid not received within the date and time specified in ITB Clause 20 will not be accepted and will be returned unopened.

18. Process to be Confidential

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

19. Clarification of bids

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

correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids.

**20. Examination
of Bids and
Determination
of
Responsiveness**

- 20.1 The Purchaser will determine whether each Bid:
- a. meets the eligibility criteria
 - b. has been properly signed;
 - c. is accompanied by the required securities;
 - d. is substantially responsive to the requirements of the Tender documents.
- 20.2 Arithmetical errors will be rectified on the following basis:
- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bids will be rejected, and its Bid Legal may be forfeited,
 - ii. If there is a discrepancy between words and figures, the amount in words may prevail.
- 20.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the bid Documents. A substantially responsive Bid is one, which conforms to all the terms and conditions of the bid Documents without material deviations. The Purchaser's determination of a Bidder's responsiveness is to be based on the contents of the bid itself. A material deviation or reservation is one:
- a. which affects in any substantial way the Scope, Quality, or Performance of the Contract;
 - b. which limits in any substantial way, inconsistent with the bid documents, the Purchaser's rights or the Bidder's obligations under the contract; or
 - c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

20.4 A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction.

21. Evaluation and Comparison of Bids

21.1 The Purchaser will evaluate and compare only the Tenders determined to be substantially responsive.

21.2 The Purchaser's evaluation of a bids will be on the basis of bid Price.

21.3 The Purchaser's evaluation of a bids will consider, in addition to the bid Price one or more of the following factors as specified in the *Bid Data Sheet*:

e. Other specific criteria indicated in the *Bid Data Sheet* and/or in the Technical Specifications.

22. Contacting the Purchaser

22.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

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

F. AWARD OF CONTRACT

23. Post qualification

23.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

23.2 The determination will consider the Bidder's financial, technical capabilities/ resources. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

- 23.3 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 evaluated bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 24. Award Criteria**
- 24.1 Subject to Clause 34, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest-evaluated bidder, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 25. Purchaser's Right to Vary Quantities at Time of Award**
- 25.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease by the percentage as specified in the *Bid Data Sheet*, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.
- 26. Purchaser's Right to Accept Any Bid and to Reject Any or All bid**
- 26.1 The Purchaser reserves the right to accept or reject any bid, and at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.
- 27. Notification of Award**
- 27.1 The Bidder whose bid has been accepted will be notified of the award by the Purchaser prior to expiration of the bid validity period by to confirmed by a letter that its bid has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract
- 27.3 Upon the successful Bidder's furnishing of performance Legal, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its Bid Legal.
- 27.4 The contract will incorporate all Agreements between the Purchaser and the successful Bidder.

- 28. Signing of Contract**
- 28.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will call the successful Bidder to sign the Contract through Notification of Award.
- 28.2 Within fourteen (14) days of receipt of the Notification of Award, the successful Bidder shall sign the Contract.
- 29. Performance Security**
- 29.1 Within 14 days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance Legal in accordance with the Conditions of Contract, in the Performance Legal Form provided in the Tender Documents; denominated in the type and proportion of amount as specified in the Notification of award.
- 29.2 Failure of the successful Bidder to comply with the requirement above requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid Legal in which event the Purchaser may make the award to the next lowest evaluated Tender or call for new bid.
- 29.3 The Performance Legal provided by the successful bidder in the form of a Bank Guarantee as specified, shall be issued by a Bank in Liberia acceptable to the Purchaser.
- 30. Corrupt or Fraudulent Practices**
- 30.1 The Government of the Republic of Liberia requires that Bidders under the contracts financed from public funds, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms shall be interpreted as indicated:
- a. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-

competitive levels and to deprive the benefits of free and open competition.

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

Bid Data Sheet

Introduction
Name of Purchaser: Central Bank of Liberia
The Source of Fundings: CBL Budget FY 2025
Name of Contract: Legal Services to The CBL RFP#: CBL/RFP/13/2024
Invitation for Bids is open to all eligible service provider who can provide: <ol style="list-style-type: none"> a. Article of Incorporation b. Valid Business Registration c. Valid Tax Clearance d. Past performance records of previous and current customers to include telephone numbers and email addresses for the past three (3) years. e. Bidder shall provide evidence of ability to provide legal services f. Detailed information including but not limited to price (cost per personnel per month), insurance or bond coverage for the personnels, salary structure for the personnels. g. Names and Qualification of the Executives (2) and Supervisors (3) of the bidder (Degrees and Certificates) related to the services requested. h. Audited financial statements for the last THREE (3) years (2021, 2022 & 2023)
For Clarification of Bid purposes only, the Purchaser's Address is Attention: Francis Leo Yancy Sr. (Cllr.) Director General Support Services Department (GSSD) 7th floor Central Bank of Liberia Lynch & Ashmun Streets 1000 Monrovia 10 Liberia Email: procurement@cbl.org.lr.
Purchaser can modify Bid documents before the Deadline for submission of Bids by issuing Addenda.
Language of the Bid: ENGLISH
BID PRICE AND CURRENCY
The price quoted should be in : Liberian Dollars (LRD)

PREPARATION AND SUBMISSION OF BID

EVALUATION AND QUALIFICATION REQUIREMENTS.

- i. **Compliance Scope of Service.**
- ii. **It is not permissible to transfer this Bidding Document (BD) to any other company or vendor**
- iii. **Article of Incorporation**
- iv. **Valid Business Registration**
- v. **Valid Tax Clearance**
- vi. **Past performance records of previous and current customers to include telephone numbers and email addresses.**
- vii. **Bidder shall provide evidence of ability to perform legal services**
- viii. **Detailed information including but not limited to price (cost per personnel per month), insurance or bond coverage for the personnels, salary structure for the personnels.**
- ix. **Names and Qualification of the Executives (2) and Supervisors (3) of the bidder (Degrees and Certificates) related to the services requested.**
- x. **Audited financial statements for the last THREE (3) years (2021, 2022 & 2023)**

Bid Validity Period: **Sixty (60) days**

Number of Copies: **One (1) Original and Four (4) Duplicate Copies**

Address for Bid Submission:

Francis Leo Yancy Sr. (Cllr.)
Director
General Support Services Department (GSSD)
7th floor
Central Bank of Liberia
Lynch & Ashmun Streets
1000 Monrovia 10 Liberia

Email: procurement@cbl.org.lr.

Deadline for Bid submission:

Date: **Thursday, December 12, 2024**
Time: **2:00 PM**
Place: **Central Bank of Liberia**

Bid Opening Schedule

Date of Bid Opening: **Thursday, December 12, 2024**
Venue for Bid Opening: **Bidders should gather on the 7th Floor, Procurement Section**
Bid Opening Time: **At least 5 minutes after the deadline for submission**

BID EVALUATION

Criteria for Bid evaluation shall be on the bases of:

- i. Compliance to scope of service.**
- ii. Meeting the delivery terms and period as per schedule of requirements.**
- iii. Strong financial Liquidity.**
- iv. Capacity to deliver and provide reference and contacts numbers for previous customers supplied with the same services for the past three (3) years.**
- v. Post-qualification exercise by Evaluation Panel members to ascertain the accuracy, authenticity, and verification of information and capacity of Bidder; and**
- vi. Business Registration Certificate, Tax Clearance Certificate, Article of Incorporation**
- vii. Bidder shall provide evidence of ability to provide uniforms, and identification badges.**
- viii. Detailed information including but not limited to price (cost per personnel per month), insurance or bond coverage for the personnels, salary structure for the personnels.**
- ix. Names and Qualification of the Executives (2) and Supervisors (3) of the bidder (Degrees and Certificates) related to the services requested.**
- x. Audited financial statements for the last THREE (3) years (2021, 2022 & 2023)**

CONTRACT AWARD

Notification of Award shall be sent to the successful Bidder at any time prior to expiration of Bid Validity.

RETAINER SCOPE OF SERVICES

The range and scope of services to be provided by the FIRM to the BANK under this Agreement shall include:

1. Review and report on the legal aspects of the business or activities of the BANK, as and when requested by the BANK.
2. Investigate any matter of a legal nature or consequence, as requested by the BANK; Offer legal advice/opinion on specific matters relating to the BANK'S business and operations in Liberia when requested by the BANK.
3. Make legal representation for and on behalf of the BANK, in respect of any litigation, negotiation and, upon request of the BANK, any other representation appertaining to the BANK'S business.
4. Represent, defend and , or prosecute all matters involving the BANK, both Criminal and civil, in any and all Courts and before any and all administrative bodies, boards and agencies in Liberia, including the Ministry of Labor; Provide any other legal services and representations as are normally required to be performed by an attorney in Liberia, and as are universally required to be performed by an attorney for his client.
5. Review An Act to Authorize the Establishment of the Central Bank of Liberia, the New Financial Institution Act; An Act Adopting An Insurance Law, and any draft Laws relative to Non-bank financial service institutions.
6. Review other relevant titles of Liberian Codes of Law and opinions of the Supreme Court of Liberia, as published in the Liberian Law Reports, in other to harmonize the sundry, but relevant Acts; Regulations, and decisional laws, which relate, directly or indirectly to non-bank financial service institutions.
7. Upon request of the Executive Governor, the Consultant shall provide legal opinions on various transactions and other matters with which the CBL may be involved , provided there is no conflict of interest as to any client of the Consultant. However, should such kinds of event occur

repeatedly, it shall be the basis for review of the agreement and room for cancellation with a notice requirement.

8. Assist the CBL in dealing with other banking and commercial transactions, as and when requested, provided there is no conflict of interest as to any client of the Consultant. However, should such kinds of event occur repeatedly, it shall be the basis for review of the agreement and room for cancellation with a notice requirement.
9. The CBL may also engage the services of the Consultant to work and assist any and all international attorneys who may represent the CBL's interest before judicial forums in foreign jurisdictions, the Consultant may be specifically requested on a case-by -case basis to undertake such assignments in cancellation with the CBL Legal Counsel.
10. To draft and/review policies, procedures, guidelines and/or regulations issued or to be issued by the Bank.
11. To provide any legal services as may be needed and requested by the Banks in connection with its operations.
12. To provide such other legal services and support usually provided by retained law firms to their clients.