



BILL NR. 1

PRELIMINARIES

Pay No Bribe

PRELIMINARY PARTICULARS

Preliminaries

	Amount Le.
<p><u>THE PROJECT</u></p> <p>Project comprise the REHABILITATION AND IMPROVEMENT WORKS TO PRESIDENTIAL LODGE – HILL STATION FREETOWN</p> <p><u>PARTIES AND SUPERVISORS</u></p> <p>EMPLOYER: GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE</p> <p>SUPERVISORS’:- Ministry of Works, Housing & Infrastructure New England, Freetown</p> <p>CONTRACTOR:</p> <p><u>DESCRIPTION OF SITE</u></p> <p>The site is situated at Hill Station, Freetown Sierra Leone.</p> <p><i>General Description of Works</i></p> <p>The Contractor’s operatives are limited to use of only those areas of the site, which it is essential, they should use or enter for the execution of the works or for access. The entry to all other areas or Buildings are prohibited. Plant, spoil heap etc. shall be placed only in areas or positions previously agreed with the Supervising Officer.</p> <p>The contractor shall be deemed to have taken account of all local and existing conditions and to have made himself thoroughly acquainted with the nature of work to be done in relation to existing conditions under which work will be carried out.</p> <p>No claim on the ground of want of knowledge will be entertained.</p> <p>The site can be visited by prior arrangement with the Supervising Officer.</p>	

DRAWINGS AND OTHER DOCUMENTS

The works throughout shall be executed in accordance with the specified drawings prepared and issued by the Supervising Officer. Work involving special design shall not be put in hand until prior approval has been obtained from the Committee.

Figured dimensions are in all cases to be taken in preference to scaled dimensions. When the latter are found not to correspond therewith working drawing and detailed drawing shall be taken in preference to small scale plans if different.

Where there is a case of doubt or dispute the decision will be that of the Supervising Ministry and failure to comply with the foregoing shall not form the basis of any claim.

The whole of this contract shall be carried out with materials and workmanship each the best of its respective kind, to the entire satisfaction of the Supervising Officer.

The word 'Provisional' if used in the Bill of Quantities is used where detailed information were not available at the time the Bill was prepared and such items will be liable to re-measurement before the completion of the contract.

This Bill of Quantities has been prepared in accordance with the Principles of the Standard Method of Measurement (S.M.M.) of Building Works, Sixth Edition, Metric Simplified in accordance with current local practice with specific exception of Clause A3 and A7 which have been amended hereafter described and billed to imperial unit measurements.

Variations if any are to be measured by the same method.

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THE CONTRACT AND ITS CONDITIONS

FORM OF CONTRACT

The works embraced in this contract are to be carried out in accordance with the schedule of conditions of the Standard 'Form of Building Contract' (Local Edition with Quantities) issued by the Joint Contract Tribunal, England 1963 Edition.

Revised in July 1971 and as adopted by the Sierra Leone Government as a Standard Form of Contract for Building Works with same amendments.

The Contractor should read the schedule of conditions and allow against the Clauses listed below or his prices for anything in those Conditions considered to have monetary value.

CLAUSE NO.

1. Contractor's obligation
2. Architect's instructions
3. Contract documents
4. Statutory obligations notices, fees and charges

Note: - The Contractor is to allow here for paying all fees, charges rates or taxes including those on all temporary buildings.

5. Levels and setting out of the works
6. Materials, goods and workmanship to conform to description, testing and inspection
7. Royalties and patent rights
8. Foreman-in-charge
9. Access for Architect to the works
10. Clerk of Works
11. Variations, provisional and prime cost sums
12. Contract Bills
13. Contract Sum
14. Materials and goods unfixed or off-site
15. Practical completion and defects liability
16. Sectional completion
17. Assignment or sub-lettering

To Collection

CLAUSE NO. (Contd.)

- 18. Injury to persons or property and employer's indemnity
- 19. Insurance of the works against fire etc.
(Contractor's risk).
- 20. Insurance against injury to person and property
- 21. Possession, completion and postponement
- 22. Damages for non-completion
- 23. Extension of time
- 24. Loss and expense caused by disturbance of
regular progress of the works
- 25. Determination by employer
- 26. Determination by contractor
- 27. Nominated sub-contractor
- 28. Nominated supplier
- 29. Artist and tradesman
- 30. Certificates and payment
- 31. Fluctuation

Note:- This Contract will not be on fluctuation basis.
Parts A,C, and D will not apply

- 32. War damages
- 33. Antiquities
- 34. Arbitration

APPENDIX TO THE SCHEDULE OF CONDITIONS

Appendix to the Schedule of Conditions incorporated in the Form of Contract will be filled in as follows:-

Clause 15,16 and 30

Defects liability period 6 months, can be extended if necessary to include on rainy season

Clause 19 (1) (a)

Insurance cover for any one occurrence of series of occurrences

To Collection

Clause 20 (b) and (c)

Not applicable

Clause 21

Date of possession: Possession of the same will be given by letter after signing of the contract by both parties or as soon as thereafter as possible

Date of Completion:- To be stated on Form of Tender

Clause 22

Liquidated and ascertained damages will be in the sum of 0.5% per week or part thereof

Clause 26 (2)

Three months

Clause 30 (1)

Period of Interim Certificate not less than one month

Clause 30 (3)

Retention percentage 5%

Limit of retention 5%

Clause 30 (5)

Period of final measurement and valuation, three months from the date named in certificate of Practical Completion

Clause 30 (6)

Period of issue of final certificate, three months after the expiration of defect liability period.

DESCRIPTION OF MATERIALS AND WORKMANSHIP

The description of materials and workmanship contained in this Bill of Quantities shall apply to the whole of the work regardless of the section headings under which they have been described or measured. the term "Approved" shall mean approved by the Supervising Officer.

To Collection

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Unless otherwise described all materials shall be in accordance with the latest British Standard Specifications, where such exist and workmanship shall not be inferior to the Standards laid down in the latest British Standard Codes of Practices.

TIME AND PROGRESS CHART

The Contractor is to allow here for co-operating with the Supervising Officer in the preparation and maintenance of a time and progress chart and shall impose similar conditions upon the nominated sub-contractors.

The Contractor shall within three weeks of instruction to commence work submit to the Supervising Officer three copies of the time and progress charts.

SIGN BOARD

The Contractor shall provide a sign board for the duration of the Contract incorporating the title of the Works, his own name, the Names of the Employer, the Nominated Sub-Contractor and the Supervising Officer.
The contractor shall obtain approval from the Supervising Officer as to the design and size of the board.

PROGRES PHOTOGRAPHS

Allow for providing monthly, four sets of progress photographs of Post card size as directed by the Engineer to a maximum of two photographs per building or sections thereof.

CERTIFICATE VALUATIONS

The Contractor will be required to submit a detailed approximate priced statement of work executed and materials supplied in support of each application for Interim Payments. He should, at the same time provide any necessary applications for payment from nominated sub-contractors.

SUPPLY EVERYTHING NECESSARY

The Contractor will be responsible for proper execution and completion of the whole of the Contract Works including work carried out by sub-contractors whether nominated or not and for the protection of all work and materials from injury.
The Contractor will also be responsible for the protection of the adjoining property and the public.

To Collection

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The Contractor should allow here or in his prices for supplying everything necessary including plant tools, vehicles, carriage and freight of goods and plant to site, tarpaulins and temporary coverings and for removal on completion. If cement is delivered in bulk, it shall be stored in suitable approved containers or silos, for sheds

SCAFFOLDING

The Contractor is to allow here for any scaffolding to the exterior of the building that may be required by him and by his sub-contractors (whether nominated or not) for the preparing and execution of the works and for altering and adapting the scaffolding as necessary and for clearing it away on completion.

The Contractor is also to allow here for any scaffolding that he may required within the building.

TEMPORARY SCREENS ETC. AND PROTECTION OF THE PUBLIC

The Contractor should allow here for all necessary temporary screens etc. and the protection of the public and property belonging to the Employer required in connection with the execution of the work

CONFINEMENT OF THE EMPLOYEES TO SITE

The Contractor will be held responsible for keeping all persons under his control, including those employed by sub-contractors, merchants and haulers, to the site and for keeping unauthorised persons off the site and he should allow here under for any temporary fencing barriers etc. required.

TEMPORARY ROADWAYS

There is no need for a temporary road gang way and the like in this Contract.

SAFEGUARD THE WORKS, ETC.

Provide all watching and light etc. required during the carrying out of the contract, to safeguard the works materials and plant against damage and theft.

To Collection

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SAFETY, HEALTH AND WELFARE AND WORKPEOPLE

The Contractor is to provide for all proper welfare facilities for the operatives, including those employed by sub-contractors to a standard not inferior to that laid down in the Code of Welfare Condition or in any amendments or additions thereto issued by National Joint Council for the Building Industry or any Regional Joint Committee thereof.

He is also to provide for all safety, health and welfare measures and is to comply with all general provisions laid down in the Statutory Building and Construction Regulations, which is applicable, and currently in force.

LABOUR ON-COSTS

Provide for all costs in respect of all workmen as provided in the Code of Welfare Conditions of the National Joint Council for the Building Industry in Sierra Leone.

INFORMATION FOR CLERK OF WORKS

The Contractor is to allow here for furnishing to the Clerk of Works such information as he shall require in connection with the works including a statement showing the number of men employed in all trades daily and delivery notes for all materials delivered.

MAINTENANCE OF PUBLIC AND PRIVATE ROADS ETC

Allow here for maintaining and making good any incidental damage to public/private roads, paths services or surrounding properties. The Contractor should at his own expense make good any damage due to any Clause within his control or pay costs or charges in connection therewith.

Allow also for indemnifying the Employer against any liability, loss, claim or proceedings in respect of damage to highways bridges caused by extra-ordinary traffic in connection with the execution of the works.

To Collection

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PROTECTION OF PUBLIC OR PRIVATE SERVICES

Allow for upholding, maintaining and protecting all pipes, ducts, sewers, services mains, overheads cables etc. during the execution of the works. The Contractor shall at his own expense make good any damage done to any Clause within his control or pay any cost or charges in connection therewith.

POLICE REGULATIONS

The Contractor shall comply with all Police Regulations and he should allow either here or in his prices for so doing.

WATER FOR THE WORKS

Provide water required for the works including that required by sub-contractors pay all charges and clear away all plumbing on completion. The water shall be clean water from the mains or other source approved by the Supervising Officer. Water is available from the Employers mains but the Contractor must allow for a metered connection and pay all charges in connection therewith and for the water supplies.

TEMPORARY LIGHTING AND POWER

Provide adequate temporary lighting and power for use during the works including and required by sub-contractors, pay all charges and clear away apparatus on completion.

Electricity is available adjacent to the site but the Contractor must allow for al metered connection and pay all charges inconnection therewith and for current consumed.

To Collection

INSURANCE

The Contractor is to allow in the General Summary for the following :-

- a. For insuring, as Clause 19(1) (a) of the Conditions of Contract, against all risk of injury to persons as defined in Clause 18 (1).
- b. For insuring as Clause 19 (1) (b) of the Conditions of Contract, against all risk in Clause 18 (2) including subsidence or collapse of adjoining properties.
- c. For insuring against loss and damage by fire etc as defined in Clause 20 (a) of the Conditions of Contract.
- d. For any other insurance, which he may require.

TEMPORARY BUILDING

A. FOR THE USE OF THE CONTRACTOR

Allow here for providing suitable offices if necessary for the General Foreman and for other persons employed by the Contractor and suitable and water tight sheds for the storage of materials, tools small plant and for the use of workmen employed on the site in position to be agreed with the Supervising Officer and for altering and adapting and moving from time to time as may be necessary and for clearing away on completion and making good.

PROTECTION FROM INCLEMENT WEATHER

The Contractor should allow here or in his prices for protecting the works, excepting those of nominated sub-contractors before and during execution from inclement weather. He should note particularly that no concrete, brickwork or other work liable to become damaged by rain weather except with the permission of the Supervising Officer and that all such work must be covered up at night and adequately protected during period liable to rain.

To Collection

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The Contractor shall avail himself of all reasonable means and aids to building in inclement weather which are currently available and shall use his best endeavours to prevent or to minimise delays which might result from bad weather. He should allow here or in his prices for so doing. The Supervising Officer will not grant an extension of time under Clause 23 of the Conditions of Contract for delays which have occurred through failure to comply with these recommendations.

ATTEND UPON ALL TRADES

Attend upon, cut away for and make good after all trades in all trades, and leave perfect on completion. All holes through concrete walls, floors, beams, columns and the like and through hollow pot floors shall be formed with formwork when the concrete is poured. No such holes may be without the Supervising Officer permission.

All holes through block and brick partitions and the like shall be cut or formed before the plaster, wall tiles or other finish is applied.

The Contractor will be required to co-operate with his Subcontractors, and suppliers, whether nominated or not and to not their requirements and to agree the positions of holes with the Supervising Officer before putting the work in hand.

The Contractor will not be reimbursed the extra cost of cutting holes through concrete and hollow pot floors or have cutting holes through partitions and the like after the finish has been applied unless the work is carried out on the instruction of the Supervising Officer which will only be given when he is satisfied that the Contractor has used every endeavour to comply with these conditions.

To Collection

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CLEAR AWAY RUBBISH AND CLEAR UP

Clear away and cart away all rubbish and waste materials that may accumulate from time to time during the progress of the works and at completion.

Clear up generally, clean out outlets and down pipes and leave the whole of the roofs sound and water tight. Clean all glass, floors and sanitary fittings and leave all ready for occupation and entirely to the satisfaction of the Supervising Officer on completion.

Pay No Bid

To Collection

Preliminaries

	<u>PRELIMINARIES</u>	Amount
		Le.
	<u>COLLECTION</u>	
	PRELIMINARIES Carried To Summary	

Pay No Bribe