

Republic of Sierra Leone

**Procurement of Goods
User Guide**

USER GUIDE INDEX

USER GUIDE INDEX	1
PREFACE	2
SECTION I. INVITATION FOR BIDS	4
NOTES ON THE INVITATION FOR BIDS	4
STEP-BY-STEP PREPARATION OF THE INVITATION FOR BIDS.....	4
SECTION II. INSTRUCTIONS TO BIDDERS	6
NOTES ON THE INSTRUCTIONS TO BIDDERS	6
SECTION III. BID DATA SHEET	7
NOTES ON THE BID DATA SHEET.....	7
STEP-BY-STEP PREPARATION OF THE BID DATA SHEET	7
SECTION IV. GENERAL CONDITIONS OF CONTRACT	13
NOTES ON THE GENERAL CONDITIONS OF CONTRACT.....	13
SECTION V. SPECIAL CONDITIONS OF CONTRACT	14
NOTES ON THE SPECIAL CONDITIONS OF CONTRACT	14
STEP-BY-STEP PREPARATION OF THE SPECIAL CONDITIONS OF CONTRACT.....	14
SECTION VI. SCHEDULE OF REQUIREMENTS	20
NOTES FOR PREPARING THE SCHEDULE OF REQUIREMENTS	20
STEP-BY-STEP PREPARATION OF THE SCHEDULE OF REQUIREMENTS	20
SECTION VII. TECHNICAL SPECIFICATIONS	21
NOTES FOR PREPARING THE TECHNICAL SPECIFICATIONS	21
SECTION VIII. SAMPLE FORMS	23
NOTES ON THE SAMPLE FORMS	23

Preface

The Standard Bidding Document (SBD) for the Procurement of Goods is based on the World Bank format of January 1995, as subsequently modified and updated. Updating includes appropriate modifications to conform with World Bank Guidelines - May 2004.

To simplify the practical routine use of the Bidding Document, only the most commonly used shipping terms of CIF, CIP and EXW are retained within the SBD with alternative text to be substituted for other shipping terms explained in this User Guide.

The wording for alternative options in the Instructions to Bidders (ITB) and the General Conditions of Contract (GCC) is now contained within this User Guide rather than the Bidding Document itself to ensure that the ITB and GCC Sections are simple, complete and can be used without any modification of the text. All additional information, alternative options and modifications to the ITB and GCC can only be introduced in the Bid Data Sheet (BDS) and the Special Conditions of Contract (SCC).

The wording contained in Section II, Instructions to Bidders, and in Section IV, General Conditions of Contract must be used unchanged. Detailed information and wording specific to each procurement and contract should be included in Section III - Bid Data Sheet; Section V - Special Conditions of Contract; Section VI - Schedule of Requirements; and Section VII - Technical Specifications. The standard forms to be used are provided in Section I - Invitation for Bids, and in Section VIII - Sample Forms.

The relevance of the wording in the Bidding Document must be checked against the requirements of the specific goods to be procured. The following general directions should be observed when using the Bidding Document.

- (a) Specific details, such as the “name of the Purchaser” and “address for bid submission,” must be completed in the Section I - Invitation for Bids, in Section III - Bid Data Sheet, and in Section V - Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- (b) Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract must only be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- (c) Notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Purchaser should strictly follow. The final document should contain no footnotes except in Section VIII where these are for the guidance of the Bidder or Supplier.
- (d) The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 26.4 and 26.5, respectively) should be carefully reviewed. Only the selected criteria should be used and expanded in the Bid Data

Sheet or in the Technical Specifications, as appropriate. Any criteria that are not applicable should be deleted from the Bid Data Sheet.

- (e) Clauses included in the User Guide for the Special Conditions of Contract are given as examples only to illustrate the conditions that should be drafted specifically for each procurement.
- (f) The Sample Forms provided in Section VIII are to be completed by the Bidder or the Supplier. The footnotes in these forms should be left, since they contain instructions for the Bidder or the Supplier to follow.

Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) shall be issued:

- 1) For Open Competitive Bidding as an advertisement in accordance with the Law, the Regulations and the guidance as given in the Public Procurement Manual,
- 2) For Restricted Bidding (Shopping), as a direct invitation to a shortlist of bidders, when there are adequately justified grounds for a departure from Open Bidding.

The Invitation for Bids provides information to enable potential bidders to decide whether to participate in the bidding. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids should also indicate any important bid evaluation criteria, or qualification requirements (for example, a requirement for a minimum level of experience in manufacturing or supplying a similar type of goods).

A copy of the Invitation for Bids may be included in the bidding documents. The information contained in the Invitation for Bids must conform to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

Step-by-Step Preparation of the Invitation for Bids

The draft format in the Standard Bidding Document can only provide an outline basis for preparation of an appropriate Invitation, and is given to illustrate the general format of an invitation and the major features to be included:

- Name of Procuring Entity:** Insert the full name of the Procuring Entity;
- Title/Name of Bid:** Insert the title or Subject of Procurement (e.g. *“Procurement of Pumps and Irrigation Equipment”*);
- Procurement Number:** Insert the standard identifying number for this procurement;
- Source of Funds:** Use the wording *“allocated funds”* if the funding is directly from the Government recurrent or development budget or is from internally generated revenues in the case of commercial Procuring Entities. If specific grant or loan funding will be used to pay for the procurement, use *“received funds”* and identify the organisation providing the funds;
- Brief Summary of the Required Goods:** Including details of any separation of the procurement into individual lots;
- Background Information:** Insert additional background information and/or further specifications (for example *“all goods offered must conform to ISO specifications and be in accordance with samples available for inspection at ”*);

- Eligibility:** List all required criteria (for example: previous experience of the bidder, annual turnover, manufacturer's authorisation, service workshops located in Sierra Leone, etc.);
- Hours for Inspection of the Bidding Documents:** Insert times when the Bidding Documents may be inspected and/or purchased at the offices of the Procuring Entity;
- Cost of Bidding Documents:** State the fee required to purchase the bidding documents, the method of payment, and any further details on how the documents may be purchased by written application and delivered to bidders who do not collect in person;
- Date and Time for Submission of Bids:** Insert the approved time and date for bid closing;
- Bid Security:** Insert a fixed amount between of 2 - 5% of the estimated value of the Contract;
- Other Required Documents and Samples:** List all other documents and samples to be provided by bidders;
- Address:** Complete with full contact information as appropriate. If different addresses are used for the sale of bid documents, submission of bids or the bid opening, these additional addresses should be clearly specified.

Note that for direct issue of the ITB under Restricted Bidding (Shopping), a complete set of the bidding documents will be sent to each short-listed bidder with the ITB.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

The Instructions to Bidders give the information necessary for bidders to prepare bids which are responsive to the requirements of the Purchaser. Detailed information is provided on bid preparation, bid submission, bid opening, the bid evaluation procedures to be used, and on the process of contract award.

Note that the Instructions to Bidders will not form part of any eventual contract.

The text of Section II must be used unchanged. Section III, the Bid Data Sheet, allows all necessary adjustments specific to each procurement to supplement, amend, or remove the standard provisions stated Section II. The text in the Instructions to Bidders must be therefore be issued exactly as it is and not altered in any way except through the Bid Data Sheet.

Agreement governing the performance of the Supplier, payments under the contract, or affecting the risks, rights, and obligations of the parties under the contract is normally included in Section IV, General Conditions of Contract, and/or Section V, Special Conditions of Contract. Care should be taken to avoid any contradictions between the wording of clauses dealing with the same matter in different Sections of the Bidding Document.

It is important that all persons involved in the preparation of bidding documents are fully aware of the provisions and wording of the Instructions To Bidders so that any necessary modifications to the ITB Clauses, and the entry of the additional information required in the Bid Data Sheet, can be completed quickly for each procurement.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet provides detailed information and modifications specifically related to the individual Clauses of the Instructions to Bidders in Section II.

The Purchaser must specify in the Bid Data Sheet all required information regarding the Purchaser, the processing of the procurement, the applicable rules for the bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following should be recorded in the BDS:

- (a) required information that specifies and complements the provisions of Section II.
- (b) amendments and/or supplements to any provisions of Section II as are necessary for the specific procurement.

Step-by-Step Preparation of the Bid Data Sheet

Each clause of the Invitation to Bid should be checked to ensure that the required data is entered in the Bid Data Sheet, and that the text is appropriate for the specific procurement. Where the text of the ITB needs to be expanded, modified or even deleted, this can only be done through the BDS.

The wording of the Clauses in the ITB indicates some of the data and additional information required in the BDS. Where additional detail to supplement or modify the clauses of the ITB is required, this should be added to the BDS. If any Clause or Sub-Clause in the ITB is not required, this may be removed by entry of the ITB Clause or Sub-Clause number and the words *“Not Applicable”* in the BDS.

Any text in square brackets [] in this User Guide, or in the Standard Bidding Document, indicates an instruction to enter the appropriate information.

Action:

ITB Clause 1.1: Insert in the Bid Data Sheet the name of the Purchaser, the Procurement Number and the Project Title or Name of Contract on separate lines.

ITB Clause 6.1: Insert the address and contact details for bidders to request any clarifications on the bidding documents.

ITB Clause 6.1: If the deadline for clarifications to be requested by a bidder is to be increased or decreased from the stated 21 days before the deadline for submission of bids, this modification should be entered as *“ITB Clause 6.1: Clarifications of the Bidding Documents may be requested by a bidder up to ____ days before the deadline for submission of bids.”*

ITB Clause 8.1: Insert “*ITB Clause 8.1: The Language of the Bid is English*” (or another language if deemed appropriate for international bids).

ITB Clause 10.2: If bids for alternative specifications that achieve the required purpose of for the specified goods are to be permitted, insert in the Bid Data Sheet: “*ITB Clause 10.2: Alternative Bids will be considered.*”

ITB Clause 11.2: There are a number of features to be inserted for this clause to clarify the requirements of the Purchaser in the bid prices to be submitted. There are separate sub-clauses for local supply (a) and for supply from abroad (b).

The information to be added in the Bid Data Sheet will depend mainly on the Incoterm used to specify the shipping/delivery requirements.

For goods offered from within the Republic of Sierra Leone:

Note that ITB Clauses 11.2(a)(iii) and (iv) are options which will not apply unless specified in the Bid Data Sheet. If the options are not required, do not insert any reference to these Clauses in the Bid Data Sheet.

ITB Clause 11.2 (a) (iii): If inland transportation to the final destination of the goods is required, insert “*ITB Clause 11.2 (a) (iii): A separate price for inland transportation, insurance and other local costs incidental to delivery of the goods to _____ [insert final destination] is required.*”

ITB Clause 11.2 (a) (iv): Specify any other incidental services to be included in the bid price. “*ITB Clause 11.2 (a) (iv): Other incidental services to be separately identified and included in the bid price are _____ [give list of required services]*”.

For goods offered from abroad:

ITB Clauses 11.2 (b)(i), (ii) and (iii) are alternatives and the BDS must make it clear which shipping terms are to be used. Insert in the BDS “*ITB Clause 11.2 (b): The price of the goods shall be quoted on (CIF/CIP/FOB/FCA/CFR/CPT) [insert the required shipping term] terms.*

ITB Clause 11.2 (b) (i): If CIF or CIP shipping terms are required, add the following wording in the Bid Data Sheet “*ITB Clause 11.2 (b) (i): The port (or point) of destination is _____*”.

ITB Clause 11.2 (b)(ii): If FOB or FCA shipping terms are required, add the following wording in the Bid Data Sheet “*ITB Clause 11.2 (b) (ii): the price of the goods quoted FOB (or FCA as the case may be) port of shipment.*”

ITB Clause 11.2 (b)(iii): If CFR or CPT shipping terms are required, add the following wording in the Bid Data Sheet “*ITB Clause 11.2 (b) (i): the price of the goods quoted CFR (or CPT) to _____ [named port (or place) of destination].*”

ITB Clauses 11.2 (b)(iv) and (v):

Note that ITB Clauses 11.2 (b)(iv) and (v) are options which will not apply unless specified in the Bid Data Sheet:

ITB Clause 11.2 (b) (iv): If inland transportation to the final destination of the goods is required, insert in the Bid Data Sheet *“ITB Clause 11.2 (b)(iv): A separate price for inland transportation, insurance and other local costs incidental to delivery of the goods to _____ [state final destination] is required.”*

ITB Clause 11.2 (b) (v): Specify any other incidental services which are to be included in the bid price. *“ITB Clause 11.2 (b) (v): Other incidental services to be separately identified and included in the bid price are _____ [give list of required services]”.*

ITB Clause 11.5: An entry for this clause is only required in the Bid Data Sheet if the contract sum may be subject to price adjustment during the performance of the contract. If variations in the price are to be permitted, insert in the Bid Data Sheet *“ITB Clause 11.5: The prices quoted shall be variable during the performance of any contract based on the following: [insert details of criteria for price adjustment].”*

ITB Clause 12.1 (a): If goods and services to be supplied from within the Republic of Sierra Leone are to be quoted in a currency other than Leones, insert in the Bid Data Sheet: *“ITB Clause 12.1 (a): For goods and related services supplied from within the Republic of Sierra Leone, the currency(ies) of the bid shall be _____”.*

ITB Clause 12.1 (b): If goods and services supplied from outside the Republic of Sierra Leone are to be restricted to a specific currency or currencies, insert in the Bid Data Sheet: *“ITB Clause 12.1 (b): For goods and related services supplied from outside the Republic of Sierra Leone, the currency(ies) of the bid shall be _____”.*

ITB Clause 13.3 (d): Insert a list of the specific documentary evidence required to show conformity of the bidder with the required qualification criteria. *“ITB Clause 13.3 (d): Required documentary evidence to be submitted by the bidder to confirm its eligibility to bid is as follows: _____”.* The required evidence of qualification will include, for example, audited accounts for the last financial year, a valid tax clearance certificate, Manufacturer’s Authorisation, signed statements of the bidder’s experience in manufacturing or supplying similar goods, or supplying Government organisations in Sierra Leone, etc.

ITB Clause 14.3 (b): If applicable, enter the period required for the availability of spare parts and special tools for the continued operation of the goods. *“ITB Clause 14.3 (b): Evidence is required of the availability of spare parts and special tools, etc for the continued operation of the goods for a period of _____”.*

ITB Clause 15.1: Insert a fixed amount between 2 - 5% of the estimated value of the Contract; [*“ITB Clause 15.1: The amount of Bid Security shall be not less than*

ITB Clause 16.1: Insert the period of bid validity required ensuring that a sufficient period is allowed to complete the evaluation and approvals process. *“ITB Clause 16.1: The period of bid validity shall be _____ days from the date for submission of bids.”*

ITB Clause 17.1: Insert the number of copies of the bid required to be submitted: *“ITB Clause 17.1: In addition to the original of the bid, the number of copies required is _____”*.

ITB Clause 18.2 (a): Insert the full address of the Purchaser for the submission of bids: *“ITB Clause 18.2 (a): The address for submission of bids is _____”*.

ITB Clause 18.2 (b): Insert the IFB Title and the Procurement Number: *“ITB Clause 18.2 (b): IFB title and Procurement Number: _____.”*

ITB Clause 19.1: Insert the time and date of the deadline for submission of bids: *“ITB Clause 19.1: The deadline for submission of bids is _____ hours on _____ (date)”*.

ITB Clause 22.1: Insert the full address for the bid opening. *“ITB Clause 22.1: The opening of bids shall take place at _____ hours on _____ [date] at _____ [insert full address]”*.

ITB Clause 25.2: Insert the name of the currency to be used for converting bids to a common base for evaluation purposes, the source of the conversion rates, and the date applicable. For example: *“ITB Clause 25.2: The common currency for evaluation purposes is Leones and all bids in other currencies will be converted to Leones at the selling exchange rate quoted by the Central Bank of Sierra Leone on the date of the deadline for submission of bids”*.

ITB Clause 26: This clause in the Instructions to Bidders has been written for the standard methods of award of contract to either (Option 1), the lowest priced bid, or (Option 2), the best-evaluated bid after adjusting the bid price for specified deviations from the original terms of the Bidding Documents.

If the third option of a merit-point evaluation system is used, ITB Clause 25.6 must be substituted through the Bid Data Sheet by the text given below under “Option 3 - Alternative for merit-point evaluation methods”.

NOTE: A merit point evaluation system should only be used in goods procurement when the physical characteristics or performance requirements of the goods are impossible to specify with sufficient precision to ensure comparability between bids, or the Purchaser has only limited knowledge of what may be available in the market. Merit point evaluation takes longer to complete, and may result in higher specified and more expensive goods being procured than are necessary for the purpose. The process is not as transparent as other evaluation methods, and bidders often suspect manipulation of the scores in favour of a preferred bidder. A comprehensive written justification for the use of a merit-point system must be approved by the Procurement Committee, and the advice of the Public Procurement Authority sought before proceeding with the procurement.

OPTION 1 - Lowest price standard evaluation method:

When the only evaluation criterion is the actual bid price of responsive bids, no reference to ITB Clause 26 should be entered in the Bid Data Sheet.

OPTION 2 - Best-evaluated price (after including specified adjustments) standard evaluation method:

ITB Clause 26.4: Insert in the Bid Data Sheet the appropriate factors to be taken into account from the list provided in the ITB which will be used in the evaluation process to adjust the bid price for evaluation purposes only.

NOTE: Do not include factors unless there is a valid reason for using them and the adjustment penalty can be calculated at a realistic value. Once the factors have been named in the Bid Data Sheet they must be applied to the evaluation and recommendation for contract award.

Insert in the Bid Data Sheet:

“ITB Clause 26.4: In addition to the bid price the following factors will be taken into account in determining the best-evaluated bid. (For example:)

- (a) Cost of inland transportation, insurance and other costs within the Republic of Sierra Leone incidental to delivery of goods to their final destination;*
- (b) Delivery schedule offered in the bid;*
- (g) The performance and productivity of the equipment offered.”*

ITB Clause 26.5: For each factor listed in the Bid Data Sheet for Clause 26.4, an explanation of how the factor will be evaluated is given in the Instructions to Bidders. For each factor selected and listed in Clause 26.4 of the Bid Data Sheet, insert the appropriate ITB Sub-Clause reference number from Clause 26.5 and provide the additional information required to be stated by that clause. Using the example above for Clause 26.4:

“ITB Clause 26.5: The methods indicated in the ITB will be used to quantify the factors selected in Clause 26.4 above:

ITB Clause 26.5 (a): The Project site is _____.

ITB Clause 26.5 (b) (iii): The adjustment for variations in deliveries from the specified delivery schedule will be ___% (_____) percent of the bid price per week of variation.

ITB Clause 26.5 (g): For each drop in performance or efficiency below the specified requirements, an adjustment of _____ will be added to the bid price.”

OPTION 3 - Alternative for merit-point evaluation methods:

Replace ITB Clause 26.5 through the Bid Data Sheet with an explanation of the method and weightings to be used for selection of the best-evaluated bid. **Note that the weighting for price should never be less than 70% of the total merit points.**

ITB Clause 26.5: Insert in the Bid Data Sheet: *“ITB Clause 26.5: A merit point scoring system will be applied to assess the best-evaluated bid on the following basis: _____
_____” [see example below]:*

Simple merit point example for guidance only:

“The evaluation will score each responsive bid according to the following factors:

	Maximum Points
Technical Evaluation	
(a) Capacity	30
(b) Efficiency	30
(c) Operating Costs	20
(d) Service Intervals	5
(e) Availability of Spares and Service Facilities in Sierra Leone	10
(f) Standardisation	5
	<hr/>
Total Technical Points	100

Bids scoring less than 70 points on the technical evaluation will not be considered for financial evaluation or an award of contract.

Financial Evaluation

(g) The Total Bid Price of each bid will be scored according to the following formula:

$$\text{Financial Score} = \frac{\text{Lowest Bid Price} \times 100}{\text{Price of the Bid being considered}} \quad (\text{maximum } 100)$$

Total Score

The Technical and Financial Scores will be combined for each bid using a weighting factor of 20% for Technical scores and 80% for Financial scores.

The bid receiving the highest number of points will be recommended for award of contract, subject to ITB Clause 29.”

ITB Clause 26.6: If bids have been invited for individual lots, and award of multiple contracts to an individual bidder is permitted, insert the evaluation methodology and the application of any cross-discounts to determine the award of contracts. Example: “ITB Clause 26.6: Cross-discounts shall be applied to determine the lowest total evaluated cost of all combinations of contracts to be awarded.”

ITB Clause 27.1: Do not insert any reference to this Clause in the Bid Data Sheet unless a margin of domestic preference for local bidders is to be used in the evaluation of bids.

ITB Clause 31.1: Insert in the Bid Data Sheet the percentage (if any) for possible increases or decreases in the quantity of goods as originally specified in the Schedule of Requirements: “ITB Clause 31.1: The percentage of increase or decrease in the quantities specified in the Schedule of Requirements is ____ percent.”

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract in Section IV, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties to the contract.

The General Conditions of Contract must not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Section V.

It is important that all persons involved in the preparation of bidding documents are fully aware of the provisions and wording of the General Conditions of Contract so that any necessary modifications to the clauses in the General Conditions of Contract and the entry of the additional information required in the Special Conditions of Contract can be completed quickly for each procurement.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section III, the clauses in this Section V are intended to assist the Purchaser in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section V complement the General Conditions of Contract in Section IV, specifying contractual requirements linked to the special circumstances of the Purchaser, the Republic of Sierra Leone, the sector, and the Goods purchased. In preparing Section V, the following aspects should be checked:

- (a) Required information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

Step-by-Step Preparation of the Special Conditions of Contract

The Special Conditions of Contract must be prepared as far as possible before issue of the bidding documents to ensure that Bidders are aware of terms and conditions on which they are bidding.

Each clause of the General Conditions of Contract should be checked to ensure that data required in the Special Conditions of Contract is recorded and that the text is appropriate to the specific procurement. Where the text of the GCC needs to be expanded, modified or even deleted, this can only be done through the SCC.

The text of the clauses in the GCC indicates some of the data and additional information required in the SCC. Where additional detail to supplement or modify the clauses of the GCC is required, this should be added in the SCC. If any Clause or Sub-Clause in the GCC is not required, this may be removed by entry of the GCC Clause number and the words “Not Applicable” in the SCC.

Text in square brackets [] indicates further guidance or an instruction to be completed with the appropriate information.

Action:

GCC Clause 1.1 (g): Insert the full name of the Purchaser in the SCC: “GCC Clause 1.1 (g): The Purchaser is _____ [insert name of Purchaser].”

GCC Clause 1.1 (i): The name of the Supplier can only be inserted during finalisation of the Contract for the winning bidder and should be left blank during initial preparation of the Bidding Documents. The following text will then be inserted in the SCC: “GCC Clause 1.1 (i): *The Supplier is _____ [insert name of winning bidder].*”

GCC Clause 1.1 (j): If goods are to be delivered to a specific project site, insert the location of the project site in the SCC: “GCC Clause 1.1 (j): *The Project Site is _____.*”

GCC Clause 3.1: Insert details of eligible and ineligible countries according to the current policies of the Government of Sierra Leone. Example: “GCC Clause 3.1: *All countries and territories which are member states of the United Nations are eligible.*”

GCC Clause 7.1: Specify the amount of performance security required expressed as a percentage of the Contract Price in the SCC: “GCC Clause 7.1: *The amount of performance security as a percentage of the Contract Price shall be a minimum of _____ percent.*”

GCC Clause 7.4: Specify any additional conditions relating to the discharge of the performance security. If the amount of the performance security is to be reduced during any warranty period, insert in the SCC: “GCC Clause 7.4: *After delivery and acceptance of the Goods, the performance security shall be reduced to ____ % of the Contract Price to cover the Supplier’s warranty obligations in accordance with GCC Clause 15.2.*”

GCC Clause 8.1: Specify in the SCC the inspections and tests required before shipment and final acceptance of the Goods: “GCC Clause 8.1: *Inspections and tests prior to shipment of Goods and at final acceptance are as follows: _____ [insert a list of the inspections and tests required].*”

GCC Clause 9.2: Specify in the SCC any additional packing, marking and documentation within and outside the packages, as required for the shipment: “GCC Clause 9.2: *The additional packing, marking and documentation shall be as follows: _____ .*” [list the precise packing and marking instructions]

GCC Clause 10.3: Specify in the SCC the documents to be submitted by the Supplier depending on the Incoterm used. The following two examples are given for guidance:

Example for Goods supplied from abroad under CIF terms:

“GCC Clause 10.3: *Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company with the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall forward the following documents to the Purchaser, with a copy to the Insurance Company:*

- (i) *copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;*
- (ii) *original and _____ copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and ____ copies of non-negotiable bill of lading;*
- (iii) *copies of the packing list identifying contents of each package;*

- (iv) *insurance certificate;*
 - (v) *Manufacturer's or Supplier's warranty certificate;*
 - (vi) *inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and*
 - (vii) *certificate of origin.*
- [List any other documents required, depending upon the Incoterm specified.]*

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

Example for Goods supplied from within the Republic of Sierra Leone on EXW terms:

"GCC Clause 10.3: Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and forward the following documents to the Purchaser:

- (i) *copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;*
- (ii) *delivery note, or truck receipt;*
- (iii) *Manufacturer's or Supplier's warranty certificate;*
- (iv) *inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and*
- (v) *certificate of origin.*

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

GCC Clause 11.1: Insert the required insurance cover for the delivery in the SCC. The following example is given for CIF or CIP shipment: *"GCC Clause 11.1: The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on an "All Risks" basis, including War Risks and Strikes."*

GCC Clause 13.1: Specify in the SCC details of all required incidental services e.g. assembly, commissioning, training, etc. which are included in the Contract Price: *"GCC Clause 13.1: Incidental services to be provided are: _____ [itemise services from the Schedule of Requirements]."*

GCC Clause 14.1: Specify in the SCC any additional requirements related to spare parts which are not specifically covered by the Schedule of Requirements. The following is given as an example only: *"GCC Clause 14.1: The Supplier shall carry sufficient inventories to ensure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied within a maximum of three (3) months of placing an order."*

GCC Clause 15.2: Specify in the SCC any detailed requirements for the warranty and penalties for failure of the Supplier to meet his warranty obligations. The following is given as an example only: *"GCC Clause 15.2: In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or _____ months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees*

specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be _____ [state rates and conditions to be applied].

GCC Clause 15.4: Insert in the SCC the period allowed to the Supplier for correction of defects during the warranty period: “GCC Clause 15.4: The period for correction of defects in the warranty period is _____ days.”

GCC Clause 15.5: Insert in the SCC the period allowed to the Supplier for correction of defects during the warranty period: “GCC Clause 15.5: The period for correction of defects in the warranty period is _____ days.”

GCC Clause 16.1: Insert in the SCC the payment schedule and conditions of payment under the contract. In most cases this information is not completed until final agreement of the payment schedule with the successful bidder prior to contract signature. The following examples are provided for guidance only: “GCC Clause 16.1: The method and conditions of payment to be made to the Supplier under this Contract shall be:

Example: Payment for Goods supplied from abroad:

Payment of the foreign currency portion shall be made in _____ [state currency] as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within forty-five (45) days of signing of the Contract, and upon submission of an invoice and a bank guarantee for equivalent amount valid until the Goods are delivered. The Bank Guarantee shall be in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within forty-five (45) days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the Purchaser.

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

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

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

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within forty-five (45) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.*
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.*
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within forty-five (45) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.”*

GCC Clause 17.1: If the Contract Price is subject to price adjustment during performance of the contract (other than as specified in Article 114 of the Regulations), insert in the SCC a clause describing the price adjustment mechanism or a reference to an attachment to the SCC describing the mechanism: *“GCC Clause 17.1: Prices shall be adjusted in accordance with the following provisions: _____ [list detailed methodology for price adjustments]”*

GCC Clause 23.1: Insert in the SCC the applicable rate and the maximum percentage to be deducted for liquidated damages: *“GCC Clause 23.1: The rate for liquidated damages is _____ percent per week or part thereof. The maximum deduction for liquidated damages is _____ percent.”*

GCC Clause 28.2.2: Specify in the SCC the rules of arbitration to be followed for the settlement of disputes. For international contracts UNCITRAL arbitration rules are the most commonly used, and for local contracts an approved Sierra Leone arbitration service should be specified. Example clauses:

For contracts with a foreign supplier:

“GCC Clause 28.2.2: Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”

For contracts with a local supplier:

“GCC Clause 28.2.2: Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the arbitration rules at present in force.”

GCC Clause 30.1: Insert in the SCC the language of the Contract – normally English but may be another appropriate language for larger international bids. *“GCC Clause 30.1: The Governing Language of the Contract shall be English.”*

GCC Clause 31.1: If the applicable law is agreed to be other than the law of the Republic of Sierra Leone, insert in the SCC: *“GCC Clause 31.1: The Applicable Law shall be the law of _____ [insert name of Country or other source of law].”*

GCC Clause 32.1: Insert in the SCC the addresses for both the Purchaser and the Supplier. This information is normally entered in the SCC during finalisation of the contract with the successful bidder prior to signature. “*Clause GCC 32.1: The Purchaser’s address for notice purposes is _____ [insert Purchaser’s address].
The Supplier’s address for notice purposes is _____ [insert Supplier’s address].*”

Section VI. Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements must be included in the bidding documents by the Purchaser, and include as a minimum, a description of the goods and services to be supplied and the delivery schedule.

The purpose of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VIII. In addition, the Schedule of Requirements, together with the Price Schedule, will serve as a basis for any quantity variations at the time of award of contract pursuant to ITB Clause 31.

The date or period for delivery must be carefully specified, taking into account:

- (a) the implications of the Incoterms specified in the Instructions to Bidders. Note that under CIF, CIP, FOB, or FCA terms, **“delivery” takes place when goods are delivered to the carriers**). The date or period specified must therefore relate to this “delivery” to the carriers and not to the date or period that the Goods are required to be received by the Purchaser.
- (b) the date or period prescribed for delivery will only commence when the Purchaser’s delivery obligations are specified to start – e.g. on the date of contract award, the date of contract signature, the date of opening or confirmation of a letter of credit.

Step-by-Step Preparation of the Schedule of Requirements

Insert in the Schedule of Requirements the Item Number, Description, and Quantity for each individual item.

Complete the required Delivery Schedule for individual items, groups of items, or the total shipment in weeks or months. The starting point from which the delivery schedule will commence must be entered. Examples of possible starting points which could be specified are:

- the date of contract award;
- the date of contract signature;
- the date of issue of an advance payment;
- the date of receipt of an advance payment;
- the date of opening of the Letter of Credit; or
- the date of confirmation of the Letter of Credit.

An example wording for the Delivery Schedule is: *“Delivery is required in a single shipment within six weeks following the date of Contract signature.”*

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

Precise specifications are essential for bidders to respond realistically and competitively to the requirements of the Purchaser without qualifying their bids. Specifications must be drafted to permit the widest possible competition and, at the same time, provide a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. This is essential for the objectives of economy, efficiency, and fairness in procurement to be realised, the responsiveness of bids to be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless otherwise specified in the contract.

Samples of specifications from previous similar procurements in the Republic of Sierra Leone are useful in this respect. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be possible to standardise the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or addenda could then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognised international standards should be used wherever possible. If other standards are specified, whether national standards of the Republic of Sierra Leone or other recognised standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and ensure at least a substantially equal quality to the specified standards, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

“Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.”

Reference to brand names and catalogue numbers should be avoided as far as possible. Where these are unavoidable they should always be followed by the words “or at least equivalent.”

Where appropriate, drawings, including site plans as required, may be issued by the Purchaser with the bidding documents, and sample goods made available for inspection by the bidder. Similarly, the Bidder may be required to provide drawings, certificates of conformity with inspected samples, or samples either with its bid, or for prior review by the Purchaser during contract execution.

Section VIII. Sample Forms

Notes on the Sample Forms

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

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalised at the time of contract award, will incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 26.5 (c)), spare parts pursuant to ITB Clause 26.3 (d), or quantity variations pursuant to ITB Clause 31. The Price Schedule and Schedule of Requirements which form part of the contract will 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 Clauses 7.3 and 16.1, respectively.

The **Manufacturer's Authorisation** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a) and submitted by the Bidder with his bid.

Action:

No action is required by the Purchaser on any of the sample forms at the initial stage of issue of the Bidding Documents, but the Contract Form will need to be completed by the Purchaser before signature by both parties to the contract.

Following completion of the bidding and contract award processes, complete the Contract Form and the Special Conditions of Contract to reflect all agreements between the Supplier and the Purchaser.

Assemble all required documents which form a part of the Agreement as listed in the Contract Form, and prepare four sets of all documents for signature by both parties to the contract.