

Republic of Sierra Leone

Procurement of Works (ICB) User Guide

Preface

The Standard Bidding Document for the **Procurement of Works (ICB)** is to be used for the procurement of works with a value of between Leones 900m - 30 billion. Above this value, it is recommended that a full FIDIC (Fédération Internationale des Ingénieurs-Conseils) bidding document format is used to ensure adequate legal protection for the Employer during the performance of major contracts. Most works projects above Leones 30 billion are likely to be funded by international donors and use their recommended formats, but where no donor funding is involved, the Public Procurement Authority should be consulted to recommend appropriate documentation.

This Standard Bidding Document may be used for both admeasurement (unit prices or unit rates in a bill of quantities) and lump sum types of Contract. Lump sum contracts are used in particular for buildings and other forms of construction where the Works are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions (for example, hidden foundation problems) is unlikely. The main text refers to admeasurement contracts. **Alternative clauses or texts are supplied as footnotes for use with lump sum contracts.**

The wording contained in Section II, Instructions to Bidders, and in Section V, Conditions of Contract must be used unchanged. Detailed information and wording specific to each procurement and contract should be included in Section III - Bidding Data; Section VI – Contract Data; Section VII – Specifications; Section VIII Drawings and Section IX – Bill of Quantities (or Activity Schedule). The standard forms to be used are provided in Section IV – Forms of Bid and Qualification Information, and in Section X – Forms of Securities.

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

- (a) The front cover page should be completed with the name of the Procuring Entity, the title of the contract, the Procurement Number and the date of issue.
- (b) Each section of the Bidding Document is prefaced by a short notes for information of the Purchaser or for the person drafting the bidding documents. Notes must not be included in the final documents, except for the notes introducing Section IV, Forms of Bid and Qualification Information and Section X – Forms of Securities, where the information is useful for the Bidder or Contractor
- (c) Specific details, such as the “name of the Employer” and “address for bid submission,” must be completed in Section I - Invitation for Bids, in Section III - Bidding Data, and in Section VI – Contract Data. The final documents should contain neither blank spaces nor options.
- (d) Amendments, if any, to the Instructions to Bidders and to the Conditions of Contract must only be made through the Bidding Data and the Contract Data, respectively.
- (e) Footnotes or notes in italics included in the Invitation for Bids, Bidding Data, Contract Data, and in the requirements listed in Sections VII, VIII and IX are not part of the text of the document to be issued, although they contain instructions that the Employer should strictly follow during preparation. The final document should contain no footnotes except in Sections IV and X where these are for the guidance of the Bidder or Supplier.
- (f) Clauses included in the User Guide for the Bidding Data and Contract Data are given to illustrate the clauses that should be drafted specifically for each procurement.

USER GUIDE INDEX

PREFACE.....	1
USER GUIDE INDEX.....	3
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. BIDDING DATA	7
NOTES ON THE BIDDING DATA	7
STEP-BY-STEP PREPARATION OF THE BIDDING DATA.....	7
SECTION IV: FORMS OF BID, QUALIFICATION INFORMATION, LETTER OF ACCEPTANCE AND AGREEMENT	10
NOTES ON THE FORMS.....	10
SECTION V. CONDITIONS OF CONTRACT	12
NOTES ON THE CONDITIONS OF CONTRACT	12
SECTION VI. CONTRACT DATA.....	13
NOTES ON THE CONTRACT DATA	13
STEP-BY-STEP PREPARATION OF THE CONTRACT DATA.....	13
SECTION VII. SPECIFICATIONS.....	18
NOTES FOR PREPARING THE SPECIFICATIONS	18
SECTION VIII. DRAWINGS.....	19
SECTION IX. BILL OF QUANTITIES / ACTIVITY SCHEDULE.....	20
SECTION X: SECURITY FORMS	22
NOTES ON FORMS OF SECURITIES.....	22
NOTES ON THE SAMPLE FORMS	22

Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) shall be issued as an advertisement in accordance with the Law, the Regulations and the guidance as given in the Public Procurement Manual.

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 draft format supplied, the Invitation for Bids should also indicate any important bid evaluation criteria, or qualification requirements (for example, a requirement for the bidder to have a minimum level of experience in construction of similar works).

A copy of the Invitation for Bids should be included in the bidding document. The information contained in the Invitation for Bids must conform to the bidding document and in particular to the relevant information in the Bidding Data.

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. *“Construction of culverts and resurfacing of 8 kilometres of the Freetown/Makeni Road.”*);
- 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 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 Works:** Provide essential information for bidders to indicate the scope of the works;
- Background Information:** Insert additional background information and/or further specifications (for example *“A two kilometre section of the Freetown/Makeni Road five kilometres West of Makeni was severely damaged by flood in September 2004. Reconstruction of the carriageway with larger culverts is required together with resurfacing of the eight kilometre section starting from the Makeni city boundary.”*);
- Eligibility:** List all required criteria (for example: previous experience of the bidder, annual turnover, availability of major plant, existing commitments, etc.);

- Hours for Inspection of the Bidding Document:** Insert times when the Bidding Document may be inspected and/or purchased at the offices of the Procuring Entity;
- Cost of Bidding Document:** State the fee required to purchase the bidding document, 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 submission;
- Bid Security:** Insert a fixed amount between of 2 - 5% of the estimated value of the Contract;
- Other Required Documents:** List all other documents to be provided by bidders to confirm eligibility and qualification to perform the contract;
- Address:** Complete with full contact information as appropriate.

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 Employer. Detailed information is provided on 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 Bidding Data, will contain all necessary adjustments specific to each procurement as required to supplement, amend, or remove the standard provisions stated Section II. The text in the Instructions to Bidders must therefore be issued exactly as it is and not altered in any way except through the Bidding Data.

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

It is important that all persons involved in the preparation of the bidding document 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 Bidding Data, can be completed quickly for each procurement.

Section III. Bidding Data

Notes on the Bidding Data

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

The Employer must specify in the Bidding Data all required information regarding the Employer, 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 Bidding Data:

- (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 Bidding Data

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

The wording of the Clauses in the ITB indicates some of the data and additional information required in the Bidding Data. Where additional detail to supplement or modify the clauses of the ITB is required, this should be added to the Bidding Data. 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 Bidding Data.

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

Action:

ITB Clause 2.1: Insert in the Bidding Data the name(s) of any external funding agencies providing finance for the contract “*ITB Clause 2.1: Funding for the contract is provided by [name(s) of external funding agencies].* Delete this clause reference if funding is entirely from the Government of Sierra Leone.

ITB Clause 3.1: Insert in the Bidding Data: “*ITB Clause 3.1: All countries and territories which are member states of the United Nations are eligible,[insert any exceptions].*”

ITB Clause 4.3: Insert in the Bidding Data the Sub-Clause number and “*Not applicable.*” for any information which is not required from the list under ITB Clause 4.3, or add other

required information as appropriate with an additional Sub-Clause number. If no changes are required, delete this clause reference in the Bidding Data.

ITB Clause 4.4: List any additions or deletions to the list in Sub-Clause 4.4; otherwise delete this clause reference in the Bidding Data.

ITB Clause 4.5 a: Insert the minimum required annual volume of construction work for the bidder to qualify. *“ITB Clause 4.5 (a): The required minimum annual value of construction work in any of the last five years is [insert figure in Leones and an equivalent in a freely convertible foreign currency].”*

ITB Clause 4.5 c: Insert a list of essential equipment required for the works. *“ITB Clause 4.5 (c): The essential equipment required for the Works is: _____ [list of plant and equipment]”*.

ITB Clause 4.5 d: Insert a list of the key personnel with the required minimum qualifications and experience. *“ITB Clause 4.5 (d): The key personnel required for the performance of the contract and their qualifications and experience are: [list]”*.

ITB Clause 4.5 e: Insert the minimum value of net liquid assets and/or credit facilities required for qualification. *“ITB Clause 4.5 (e): The required minimum value of net liquid assets and/or credit facilities is [insert figure in Leones and the equivalent in a freely convertible foreign currency]”*.

ITB Clause 8.2: Enter the number of copies of the bid required. *“ITB Clause 8.2: The number of copies of the bid to be submitted is three (3) copies in addition to the original of the bid.”*

ITB Clause 12.1: List any other documents or information required to be completed or submitted by the bidder. *“ITB Clause 12.1: Other documents to be submitted by the bidder are: [list of documents].* If no other documents are required, delete this clause reference from the Bidding Data.

ITB Clause 13.4: If price adjustment is permitted, insert: *“ITB Clause 13.4: The Contract is subject to price adjustment in accordance with Clause 47 of the Conditions of Contract.”* If price adjustment is not permitted, insert *“ITB Clause 13.4: The Contract is not subject to price adjustment.”*

ITB Clause 15.1: Insert the period of bid validity required, ensuring that a sufficient period is allowed to complete the evaluation and approvals process. *“ITB Clause 15.1: The period of bid validity shall be [insert number] days after the date for submission of bids.”*

ITB Clause 15.3: Insert the percentage increases to be applied for local and foreign costs for extensions of bid validity above 60 days. *“ITB Clause 15.3: The adjustment of Bid price in accordance with Clause 15.3 shall be calculated on the basis of an annual increase for foreign costs of [insert] percent and an annual increase for local costs of [insert] percent.”*

ITB Clause 16.1: Insert a fixed amount between 2 - 5% of the estimated value of the Contract; *“ITB Clause 16.1: The amount of Bid Security shall be not less than [insert amount in words and figures] Leones”*

ITB Clause 17.1: Indicate in the Bidding Data whether alternative proposals will be permitted. *“ITB Clause 17.1: Alternative proposals to the requirements of the bidding document [will be/will not be] permitted.”*

ITB Clause 18.1: Insert the number of copies of the bid required to be submitted: *“ITB Clause 18.1: In addition to the original of the bid, the number of copies required is three (3)”*.

ITB Clause 19.2 (a): Insert the full address of the Employer for the submission of bids: *“ITB Clause 19.2 (a): The address for submission of bids is [receiving address as stated in the Invitation for Bids]”*.

ITB Clause 19.2 (b): Insert the title of the Works and the Procurement Number: *“ITB Clause 19.2(b): The Name and Procurement Number of the Contract is : _____
_____ [name and number].”*

ITB Clause 19.2 (c): Insert the time and date of the bid opening: *“ITB Clause 19.2 (c): The time and date for bid opening is _____ hours on _____ [date].”*

ITB Clause 20.1: Insert the deadline time and date for submission of bids: *“ITB Clause 20.1: The deadline for the submission of bids is [hours] on [date].”*

ITB Clause 30.1: A margin of preference for domestic bidders is not normally applied and the standard clause should be used: *“ITB Clause 30.1: Domestic contractors will not receive a margin of preference in Bid evaluation.”* If domestic preference is to be applied then the following wording should be used *“ITB Clause 30.1: Domestic contractors will receive a margin of preference in Bid evaluation of [percent] percent.”*

ITB Clause 36.1: Provide details of the proposed Adjudicator for the Contract, the hourly fee, and the biographical data of the Adjudicator. The Appointing Authority for the Adjudicator in the event of failure of the Employer and the Contractor to agree on an Adjudicator should also be specified.

“ITB Clause 36.1: The Adjudicator proposed by the Employer is [insert name and address].”

The hourly fee for this proposed Adjudicator shall be [insert amount and currency].

The biographical data of the proposed Adjudicator is as follows: [provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary].

In the event of disagreement between the Employer and the Contractor on an Adjudicator, the Adjudicator will be appointed by [name of Appointing Authority].”

Section IV: Forms of Bid, Qualification Information, Letter of Acceptance and Agreement

Notes on the Forms

Section IV contains the Bid Form and the form for submission of Qualification Information to be completed by the bidder. Draft formats of the Letter of Acceptance and the Form of Agreement are also supplied for information to the bidder.

No action is required by the Employer on any of the draft formats prior to issue of the bidding document. The Employer will complete and issue the Letter of Acceptance and the Form of Agreement to the successful bidder only when the evaluation is complete and approval for the award of contract has been obtained from the Procurement Committee.

The Bidder is required to complete and submit the **Bid Form** and **Qualification Information** pursuant to ITB Clause 12 and in accordance with the requirements included in the bidding document.

Action following award of contract:

The **Form of Agreement**, when it is finalised after contract award, will incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 27.2 and GCC Clause 47. The Bill of Quantities or Activity Schedule which forms part of the contract will be modified accordingly.

Complete the Form of Agreement entering in the appropriate spaces as follows:

- the date of agreement;
- the name and address of the Employer;
- the name and address of the Contractor;
- the name and Procurement Number of the contract;
- the Contract Price in numbers and in words.

For Article 2.(h), delete the footnote reference for admeasure contracts, or substitute “Activity Schedule” for “Bill of Quantities” if this is to be a Lump Sum contract.

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

Ensure that all agreements between the Employer and the Contractor are accurately reflected in the Contract Data and that all attachments and appendices forming part of the contract are complete.

The **Letter of Acceptance** is only completed after evaluation, selection of the winning bidder, and approval of award of contract by the Procurement Committee.

Complete the Letter of Acceptance entering in the appropriate spaces as follows:

- date;
- name and address of the Contractor;
- date of the bid submitted by the Contractor;
- name of the Contract and the Procurement Number (as given in the Contract Data);
- the contract price in numbers and in words;
- the amount of the Performance Security required in numbers and in words;
- the address, date and time for the Contractor to attend for signature of the contract.

The optional articles (a) and (b) should be deleted unless the winning Bidder has proposed a different Adjudicator to the person proposed by the Employer.

If a different adjudicator proposed by the winning Bidder is acceptable to the Employer, article (a) should be retained and completed with the name of the adjudicator *“We accept that [name proposed by bidder] be appointed as the Adjudicator.”*

If the different adjudicator proposed by the winning Bidder is not acceptable to the Employer, article (b) should be used *“We do not accept that [name proposed by bidder] be appointed as adjudicator, and by sending a copy of this letter of acceptance to [insert the name of the Appointing Authority], we are hereby requesting the Appointing Authority, to appoint the Adjudicator in accordance with Clause 36.1 of the Instructions to Bidders.”*

The Letter of Acceptance must be signed by a person with authority to commit the Procuring Entity to the contract, and the completed Form of Agreement attached, before issue to the Contractor.

Section V. Conditions of Contract

Notes on the Conditions of Contract

The Conditions of Contract in Section V, when read together with the Contract Data in Section VI and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties to the contract.

The Conditions of Contract should not be altered. Any changes and complementary information which may be needed, shall be introduced only through the Contract Data in Section VI.

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

Section VI. Contract Data

Notes on the Contract Data

Similar to the Bidding Data in Section III, the clauses in the Contract Data are intended to provide contract-specific information in relation to corresponding clauses in the Conditions of Contract.

Section VI complements the Conditions of Contract in Section V, specifying contractual requirements linked to the special circumstances of the Employer and the Works to be undertaken. In preparing the Contract Data, the following aspects should be carefully inserted:

- (a) Required information that complements provisions of Section V;
- (b) Amendments and/or supplements to provisions of Section V, as are necessary for the circumstances of the specific contract.

Step-by-Step Preparation of the Contract Data

Each clause of the Conditions of Contract should be checked to ensure that information required in the Contract Data is recorded and that the text is appropriate to the specific contract. Where the text of the Conditions of Contract needs to be expanded, modified or even deleted, this can only be done through the Contract Data.

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

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

Most of the information required in the Contract Data should be entered before issue of the bidding document. However, information such as the name of the Contractor, and other details agreed with the winning bidder, can only be completed after approval of the contract award. Before issue of the Letter of Acceptance, each clause of the Contract Data should be carefully reviewed to ensure that all contractual agreements between the Employer and the Contractor are fully recorded.

Action:

CC Clause 1.1: Insert in the Contract Data the following **Definitions:**

*“Contract: The Name and Procurement Number of the Contract are _____
_____ [Name and number of Contract].”*

Contractor: The name of the Contractor 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 Contract Data:

*“Contractor: The Contractor is _____
_____ [insert full name and address of the Contractor].”*

“Defects Liability Period: The Defects Liability Period is _____ [days/months]

*“Employer: The Employer is _____
_____ [insert full name and address of Procuring Entity].”*

*“Intended Completion Date: The Intended Completion Date shall be _____
_____ [insert date].” [If different dates are specified for completion of the Works by section (“sectional completion”), these dates should be listed here.]*

*“Project Manager: The Project Manager is _____
_____ [insert full name and address] ”*

*“Site: The Site is located at _____ [insert location address]
and is defined in drawing Nos. _____ [insert drawing numbers] attached.”*

“Start Date: The Start Date shall be _____ [insert date]”

*“Works: The Works consist of: _____ [insert a brief
summary description of the Works as indicated in the Invitation for Bids, including
relationship to other contracts under the project].”*

CC Clause 2.3 (9): List any additional documents which are to form part of the Contract. *“The following documents also form part of the Contract: [list such documents e.g. Schedule of Operating and Maintenance Manuals – see CC 58; Schedule of Other Contractors – See CC 8; The Schedule of Key Personnel – CC 9; Site Investigation Reports – see CC 14, etc]*

CC Clause 3.1: Specify the language of the Contract and the applicable law for interpretation of the Contract if not English, and the applicable law if other than the law of the Republic of Sierra Leone. Otherwise delete this paragraph.

*“CC Clause 3.1: The language of the Contract documents is [language].
The law that applies to the Contract is [applicable law]”*

CC Clause 8.1: If other contractors will be sharing the site, prepare a list as an appendix, and insert in the Contract Data *“CC Clause 8.1: The Schedule of Other Contractors attached at Appendix _____ [insert appendix number] shall form part of the Contract”*

CC Clause 9.1: Insert in the Contract Data “*CC Clause 9.1: The Schedule of Key Personnel attached at Appendix _____ [insert appendix number] shall form part of the Contract.*”

CC Clause 13.1: Insert the minimum insurance cover required for each category of risk to be borne by the Contractor.

“CC Clause 13.1: The minimum insurance covers shall be:

- (a) The minimum insurance cover for the loss of or damage to the Works, Plant and Materials shall be _____ [amount in Leones and an equivalent in a foreign currency, usually 110% of the value of the Works], with a maximum deductible of _____ [insert amount in Leones and an equivalent in a foreign currency]*
- (b) The minimum insurance cover for loss or damage to equipment is _____ [amount in Leones and an equivalent in a foreign currency] with a maximum deductible of _____ [amount].*
- (c) The minimum insurance cover for loss or damage to property (except the Works, Plant, Materials and Equipment) is _____ [amount in Leones and an equivalent in a foreign currency] with no deductible.*
- (d) The minimum insurance cover for personal injury or death is [amount in Leones and an equivalent in a foreign currency] with no deductible.*
- (e) In addition the Contractor shall be required to provide all insurance cover as required by the laws and regulations of the Republic of Sierra Leone*

CC Clause 14.1: If any Site Investigation Reports are to form part of the Contract, these should be identified in the Contract Data and attached in an appendix to the contract. Insert in the Contract Data “*CC Clause 14.1: The following Site Investigation Reports attached at Appendix _____ [appendix number] shall form part of the Contract: _____ [insert a list and description of each report].*”

CC Clause 21.1: Define the Site Possession Date in the Contract Data “*CC Clause 21.1: The Site Possession Date shall be _____ [insert date].*” If the Site is to be made available by Sections, also identify the sections and the different dates for Site Possession.

CC Clause 25.2: Insert the hourly fee rate and reimbursable expenses to be paid to the Adjudicator for adjudication work in the resolution of disputes. “*CC Clause 25.2: Fees and types of reimbursable expenses to be paid to the Adjudicator will be: [list fee and expenses rates].*”

CC Clause 25.3: Insert details of the arbitration institution and the place of arbitration “*CC Clause 25.3: Arbitration will be conducted under the rules and regulations of _____ [name of institution].*

Arbitration shall take place at _____ [location].”

CC Clause 26.1: Insert the Appointing Authority to appoint a replacement Adjudicator in the event of disagreement between the Employer and the Contractor on such a replacement. “*CC Clause 26.1: The Appointing Authority for the Adjudicator is [name of Authority]*”

CC Clause 27.1: Insert the required timing for the submission of a revised program “*CC Clause 27.1: The Contractor shall submit a revised program for the Works within _____ [number of days] days following delivery of the Letter of Acceptance.*”

CC Clause 27.3: Insert the required frequency of Program updates and the penalty amount to be withheld from payment for late submission “*CC Clause 27.3: The period between Program updates shall be _____ [number of days] days.*

The amount to be withheld for late submission of an updated Program is _____ [amount].”

CC Clause 35.1: Enter the Defects Liability Period in the Contract Data “*CC Clause 35.1: The Defects Liability Period is _____ [number of days] days.*”

CC Clause 43 (1): Insert the interest rates to apply to the Contract. For the Leone component the interest rate should be the current commercial interest rate applicable in Sierra Leone. For foreign currency component the interest rate should be based on the published LIBOR (London International Bank Overnight Rate) rate.

“CC Clause 43 (1): Interest on late payments on the Leone component shall be [insert interest rate]. Interest on late payments on the foreign currency component shall be [insert interest rate].”

CC Clause 44.1(1): List any additional agreed Compensation Events to supplement the list given under Clause 44.1. “*CC Clause 44.1(1): The following events shall also be Compensation Events: [list any additional events].*”

CC Clause 47.1: If Price Adjustments (usually only for contracts lasting for 18 months or more) are not to permitted, insert in the Contract Data “*Clause 47.1: The Contract is not subject to price adjustment in accordance with Clause 47 of the Conditions of Contract.*”

If price adjustments are permitted, this will be based on prices for labour, cement, aggregates, structural steel, reinforcing steel, bitumen, fuel, etc submitted at the time of the bid and verified and accepted by the Employer. The Contract Price shall be adjusted to reflect the variations between the base unit prices and the actual prices for labour and materials actually used for the performance of the contract and verified by the Project Manager.

Insert the required information on the currencies of the contract, the percentages of adjustable and non-adjustable elements of the contract price and the Indices to be used to assess price increases.

“CC Clause 47.1: The Contract is subject to price adjustment in accordance with Clause 47 of the Conditions of Contract, and the following information regarding coefficients will apply:

The coefficients for adjustment of prices are:

- (a) For currency [name of currency]:*
 - (i) [percent] percent nonadjustable element (coefficient A).*
 - (ii) [percent] percent adjustable element (coefficient B).*
- (b) For currency [type of currency]:*
 - (i) [percent] percent nonadjustable element (coefficient A).*
 - (ii) [percent] percent adjustable element (coefficient B).*

The Index I for Leones will be [enter name of index selected by the Employer].

The Index I for the specified international currency will be [enter index proposed by the Contractor and approved by the Employer].

The Index I for currencies other than Leones and the specified international currency will be [enter indices proposed by the Contractor and approved by the Employer].”

CC Clause 48.1: Insert the percentage to be withheld for payments as retention money “*CC Clause 48.1: The proportion of payments retained is _____ [percent] percent.*”

CC Clause 49.1: Insert the rate and maximum total of Liquidated Damages “*CC Clause 49.1 Liquidated damages for the whole of the Works shall be _____ [percentage of the final Contract Price] per day.*

The maximum amount of liquidated damages for the whole of the Works shall be _____ [percent] percent of the final Contract Price.”

CC Clause 51.1: The amount and date of any Advance Payment cannot be entered before issue of the bidding document, but must be completed for the amount requested by the Contractor before the Letter of Acceptance is issued. “*CC Clause 51.1: The Advance Payment will be _____ [insert amount or as a percentage of the contract value] and will be paid to the Contractor no later than _____ [insert date].*”

CC Clause 52.1: Insert the percentage of the Contract Price required as a Performance Guarantee and the acceptable form of the Security “*CC Clause 52.1: The Performance Security shall be for a minimum amount equivalent to 10% of the Contract Price. Acceptable forms of Security shall be a certified bankers cheque, or an unconditional bank guarantee in the form presented in Section 10 of the Bidding Document.*”

CC Clause 58.1: If “as built” drawings and/or operating and maintenance manuals are to be supplied by the Contractor, insert the date required for submission “*CC Clause 58.1: The date by which “as built” drawings are required is _____ [date].*

The date by which operating and maintenance manuals are required is _____ [date].”

CC Clause 58.2: If “as built” drawings and/or operating and maintenance manuals are to be supplied by the Contractor, insert the amount to be withheld from payment for delay in providing the drawings or manuals “*CC Clause 58.2: The amount to be withheld for failure to deliver “as built” drawings and/or operating and maintenance manuals by the date required is _____ [amount in Leones or equivalent in a foreign currency].*”

CC Clause 60.1: Insert the percentage to apply to the value of works uncompleted on termination of the contract to represent the additional cost to the Employer of completing the Works. “*CC Clause 60.1: The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is _____ [percent].*”

Section VII. Specifications

Notes for Preparing the Specifications

Precise specifications are necessary for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or setting conditions to their bids. The specifications should permit the widest possible competition but also present a clear statement of the required standards of workmanship, materials, and performance of goods and services. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials, unless otherwise specified in the Contract.

Care must be taken to ensure that specifications are not restrictive. In the specification of standards for goods, materials, and workmanship, recognised international standards should be used wherever possible. Where other particular standards are used, whether national standards of the Republic of Sierra Leone or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

“Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect 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 a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager’s prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager’s consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.”

Section VIII. Drawings

The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

Section IX. Bill of Quantities / Activity Schedule

Objectives

The objectives of the Bill of Quantities or Activity Schedule are to provide sufficient information on the scope and volume of Works to be performed to enable bids to be prepared efficiently and accurately.

Activity Schedule

The Activity Schedule as used in lump-sum contracts specifies the required result of the works by activity, but provides no estimate of the quantities involved. It is the responsibility of each bidder to assess the amount of materials, plant and labour required for the works and to provide a fixed price for the completion of each activity and the total works.

Bill of Quantities

The Bill of Quantities provides an Engineers Estimate of the quantities required in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

When a Contract has been signed with the winning bidder, the Bill of Quantities provides agreed prices for use in the periodic valuation of Works executed.

A **Daywork Schedule** should be included only if there is a high probability of unforeseen work, outside the items included in the Bill of Quantities. To enable the Employer to check the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of labour, materials, and Construction Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- (b) Nominal quantities for each item of Daywork, to be priced by each Bidder in its Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums: A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. The inclusion of provisional sums facilitates progress of the contract by avoiding the need to request supplementary budget approvals for routine variations in actual quantities to those stated in the Bill of Quantities. Where provisional sums or contingency allowances are used, the Contract Data should clearly state the manner in which these will be used, and under whose authority (usually the authority of the Project Manager).

The estimated cost of specialised work to be carried out, or of special goods to be supplied, by other contractors (refer to Clause 8 of the Conditions of Contract) should be indicated in the relevant part of the Bill of Quantities as a specific provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialised contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, or services, to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities or services.

Section X: Security Forms

Notes on Forms of Securities

Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are provided in the bidding document.

Bidders should arrange for the Bid Security to be completed in the prescribed format and submitted with the bid or provide the alternative of a certified bankers cheque.

The Performance and Advance Payment Security forms are not used at the time of bidding. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with the form acceptable to the Employer.

Notes on the Sample Forms

When requested in the Bidding Data, the Bidder should provide the **Bid Security** with the bid, either in the specified format or in another form acceptable to the Purchaser, pursuant to ITB Clause 16.

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 the formats indicated, or in another form acceptable to the Purchaser and pursuant to CC Clause 52 and CC 51, respectively.