

**Republic of Sierra Leone**

**Standard Bidding Documents**

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**Procurement of Works  
National Competitive Bidding**

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**[Name of Procuring Entity]**

**[Title of Proposed Contract]**

**Procurement Number:** \_\_\_\_\_

**Date of Issue:** *[day month year]*

## **Introduction**

This Standard Bidding Document is to be used for the procurement of minor works with an estimated value of between Leones 150 million to 900 million under National Competitive Bidding procedures. It 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 for use with lump sum contracts.**

Care should be taken to check the relevance of the provisions of the standard document against the requirements of the specific Works to be procured. The following directions should be observed when using the bidding document:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Works. However, they should be adapted as necessary to the circumstances of the particular Project.
- (b) Details to be provided by the Employer prior to release of the bidding documents are required in the Invitation for Bids (Section I), Bidding Data (Section III), and Contract Data (Section IV), in addition to Sections VII - IX, which deal with Specifications, Drawings, and Bill of Quantities, respectively. **Specific details** should be furnished in the spaces indicated by italic notes inside brackets. Those details not filled in by the Employer are the responsibility of the Bidder.
- (c) The text of the Instructions to Bidders and the Conditions of Contract should be retained exactly as it is apart from substitution required in the case of Lump Sum contracts. Other modifications to the Instructions to Bidders and the Conditions of Contract for each specific Contract should only be made through the Bidding Data and the Contract Data as amendments.
- (d) [ ] denotes an explanatory note to procurement staff where information is to be inserted when drafting the bidding document. These should be deleted from the final document prior to issue.
- (e) { } denotes notes which provide important guidance to bidders and should be retained in the issued bidding documents.

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## **Section I. Invitation for Bids**

## Invitation for Bids (IFB)

### [Name of Procuring Entity]

[Title/Name of Bid]

#### Procurement Number \_\_\_\_\_

The [Name of Procuring Entity] has [allocated/received] funds (*if received, state source*) for the procurement of [*insert title of the works*] and now invites sealed bids from eligible bidders for the construction of:

[*Insert brief summary or list of the required works*]

[*Insert if considered necessary brief narrative giving background information or further specification if necessary*]

Bidding is open to all national contractors who hold [*state requirement e.g. Premier Classification from the Sierra Leone Road Authority*]

Interested bidders may obtain further information and inspect the bidding document at the address below between [*insert hours open for inspection*]. Bidding documents may be purchased upon payment of a non-refundable fee of [*insert fee amount in Leones*].

Bids must be delivered to the address below on or before [*insert date and time of bid closing*]. All bids must be accompanied by:

- A bid security of [*insert amount in Leones equal to between 2-5% of the estimated value*];
- a valid tax certificate;
- copy of classification certificate
- [*list all other required documents as applicable*]

Bids will be opened on [*date and time*], in the presence of bidders representatives bidders who chose to attend, at the address below. Late bids will be rejected and returned unopened to bidders.

[*Insert full name of Procuring Entity;*

*P. O. Box Number;*

*Contact name, and/or Title;*

*Room Number;*

*Building Name and Street number;*

*Street Name;*

*Town/City;*

*District*

*Telephone/Fax/Email]*

## **Section II. Instructions to Bidders**

## Section II. Instruction to Bidders (ITB)

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## Section II. Instruction to Bidders

- 1. Scope of Bid and Funding**
  - 1.1.** The Employer, as defined in the Bidding Data, invites bids for the construction of Works, as described in the Bidding Data. The name and identification number of the Contract is provided in the Bidding Data.
  - 1.2** The successful Bidder will be expected to complete the Works by the Required Completion Date specified in the Contract Data.
  - 1.3** Details of any funding provided to cover eligible payments under the Contract in addition to that provided by the Government of Sierra Leone are given in the Bidding Data
- 2. Eligible Bidders**
  - 2.1** This invitation to Bid is open to all national bidders with the required classification as given in the Bidding Data.
- 3. Qualification of the Bidder**
  - 3.1** All bidders shall provide in accordance with Section IV of the Bidding Document, *Qualification Information*, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
  - 3.2** To qualify for award of the Contract, bidders shall meet the following minimum
    - (a) Annual volume of construction work during past two years of at least the amount specified in the Bidding Data;
    - (b) experience as prime contractor in the construction of at least one works of a nature and complexity equivalent to the Works over the last 2 years (to comply with this requirement, works cited should be at least 80 percent complete);
    - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data; and
    - (d) key personnel required for the performance of the contract with the qualifications and experience detailed in the Bidding Data;
- 4. One Bid per Bidder**
  - 4.1** Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.
- 5. Cost of**
  - 5.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer

- Bidding** will in no case be responsible or liable for those costs.
- 6. Site Visit**      **6.1** The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7. Contents of Bidding Documents**      **7.1** The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 8:
- |           |   |
|-----------|---|
| Section I | Invitation to Bid                       |
| II        | Instruction to Bidders                  |
| III       | Bidding Data                            |
| IV        | Standard Forms                          |
| V         | Conditions of Contract                  |
| VI        | Contract Data                           |
| VII       | Specifications                          |
| VIII      | Drawings                                |
| IX        | Bill of Quantities                      |
| X         | Bank Guarantee Form for Advance Payment |
| XI        | Format for Bid Security                 |
- 8. Clarification and Amendments of Bidding Documents**      **8.1** A prospective bidder may request the Employer in writing for clarification of the bidding documents. The Employer shall respond to such requests if he receives them 14 calendar days prior to the deadline for the submission of bids. The Employer shall also send copies of his response to all those bidders who have obtained the bidding documents without identifying the originator of the request. Similarly, prior to the submission of the deadline, the Employer may modify the bidding documents by issuing addenda.
- 9. Language of Bid**      **9.1** All documents relating to the Bid and contract shall be in English.
- 10. Documents Comprising the bid**      **10.1** The Bid submitted by the Bidder shall comprise the following:
- (a) The Bid (in the format indicated in Section IV);
  - (b) Bid Security;
  - (c) priced Bill of Quantities or priced Activity Schedule;
  - (d) qualification Information Form and Documents; and

- (e) any other materials required to be completed and submitted by bidders, as specified in the Bidding Data.

- 11. Bid Prices**
  - 11.1** The Contract shall be for whole Works, as described in Sub-Clause 1.1, based on the priced Bill of Quantities or priced Activity Schedule for lump sum contracts submitted by the Bidder. The type of contract (unit price based on Bill of Quantities or lump sum based on Activity Schedule) will be specified in the Bidding Data
  - 11.2** The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities (for lump sum contracts, described in the drawings and specifications listed in the Activity Schedule). Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities or Activity Schedule.
  - 11.3** All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 calendar days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder (for lump sum contracts, “the rates and prices” are not applicable).
  - 11.4** The rates and prices (or the lump sum price) quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account.
- 12. Currency of Bid and Payment**
  - 12.1** Prices shall be quoted and payments made entirely in Leones.
- 13. Bid Validity**
  - 13.1** Bids shall remain valid for the period specified in the Bidding Data. The Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 14 in all respects.
- 14. Bid Security**
  - 14.1** The Bidder shall furnish, as part of the Bid, a Bid Security in Leones or in a freely convertible currency, in the amount or the equivalent amount specified in the Bidding Data.
  - 14.2** The Bid Security shall, at the Bidder’s option, be in the form of a certified banker’s cheque or a bank guarantee from a reputable bank or credible Financial Institution

located in the Republic of Sierra Leone. Bank guarantees issued by foreign banks shall only be acceptable if endorsed by a correspondent bank in the Republic of Sierra Leone. The format of the Bid Security should be in accordance with the form of Bid Security included in Section XI. Bid Security shall be valid for a minimum of 28 days beyond the validity of the Bid.

- 14.3** Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer. The Bid Security of a joint venture must define as “bidder” all joint venture partners and list them in the following manner: a joint venture consisting of “\_\_\_\_\_,” “\_\_\_\_\_,” and “\_\_\_\_\_”.
- 14.4** The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 13.1.
- 14.5** The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 14.6** The Bid Security may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
  - (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 24; or
  - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
    - (i) sign the Agreement; or
    - (ii) furnish the required Performance Security.

**15. Format and Signing of Bid**

- 15.1** The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 10 of these to Bidders, with the Form of Bid, and clearly marked “**ORIGINAL**”. In addition, the Bidder shall submit copies of the Bid, in the number specified in the Bidding Data, and clearly marked as “**COPIES**”. In the event of discrepancy between them, the original shall prevail
- 15.2** The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons

signing the Bid.

- 15.3** The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- 16. Sealing and Marking of Bids**
- 16.1** The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “**ORIGINAL**” and “**COPIES**”.
- 16.2** The inner and outer envelopes shall
- (a) be addressed to the Employer at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
  - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- 16.3** In addition to the identification required in Sub-Clause 16.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 18.1.
- 16.4** If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 17. Deadline for Submission of Bids**
- 17.1** Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.
- 17.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 18. Late Bids**
- 18.1** Any Bid received by the Employer after the deadline prescribed in Clause 17 will be returned unopened to the Bidder.
- 19. Modification and**
- 19.1** Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause

- Withdrawal of Bids** 17.
- 19.2** Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 16 and 17, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.
- 19.3** No Bid may be modified after the deadline for submission of Bids
- 19.4** Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 17.2 may result in the forfeiture of the Bid Security pursuant to Clause 14.
- 19.5** Bidders may offer discounts, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.
- 20. Bid Opening** **20.1** The Employer will open the bids, including modifications in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the Bidding Data. The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, and Bid modifications and withdrawals the presence or absence of Bid Security will be announced by the Employer at the opening.
- 21. Process to Be Confidential** **21.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed until the award to the successful Bidder has been announced.
- 22. Clarification of Bids** **22.1** To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 24.
- 23. Examination of Bids and Determination of** **23.1** Prior to the detailed evaluation of bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the bidding documents and the requirement for the submission of a bid security. A

- Responsiveness** substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 23.2** If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 24. Correction of Errors**
- 24.1** Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
  - (c) if a bidder refuses to accept the correction his bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 14.6(b).
- 25. Evaluation and Comparison of Bids**
- 25.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 23.
- 25.2** In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to Clause 24;
  - (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities (or Activity Schedule for lump sum contracts), but including Daywork, where priced competitively;
  - (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with

## Sub-Clause 19.5.

- 25.3** The Employer may waive any minor informality or non-conformity which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Bidder. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 26. Award Criteria** **26.1** Subject to Clause 27, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been qualified in accordance with the provisions of Clause 3.
- 27. Employer's Right to Accept any Bid and to Reject any or all Bids** **27.1** Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
- 28. Notification of Award and Signing of Agreement** **28.1** The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by registered letter. This letter (hereinafter and in the Condition of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2** The notification of award will constitute the formation of the Contract.
- 28.3** The Employer will send the successful Bidder the Agreement form provided in the bidding documents incorporating all agreements between the Employer and the successful Bidder. It will be sent to the successful Bidder within 14 calendar days following the notification of award. Within 14 calendar days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.
- 28.4** Upon receipt of the signed Agreement from the Bidder, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

**29. Advance Payment**

**29.1** The Employer will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the Bidding Data. For receiving the Advance Payment, the Bidder shall make an estimate of and include the requirement in its Bid, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery materials, and on the engagement of labour during the first month beginning with the date of the Employer's "Notice to Proceed" as specified in the Contract data.

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## **Section III. Bidding Data**

### Section III. Bidding Data

Instructions to Bid Reference	Data relevant to the ITB
<b>1.1</b>	<p>The Employer is: _____</p> <p>The Works consist of: _____ _____</p> <p>The name and identification number of the Contract is: _____</p> <p><i>[insert name and number as indicated in the Invitation for Bids, if any)].</i></p>
<b>1.3</b>	<i>[Insert details of any funding other than that provided by the Government of Sierra Leone]</i>
<b>2.1</b>	Eligible Bidders are <i>[detail information on eligibility, contractor's classification and any other requirements or limitation]</i>
<b>3.2(a)</b>	The minimum required annual volume of construction work for the successful Bidder in any of the last two years shall be _____ <i>[insert amount figures and words in Leones ]</i> .
<b>3.2(c)</b>	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be</p> <p><i>[insert list]</i></p> <p>_____ _____ _____</p>
<b>3.2(d)</b>	<p>The key personnel required for the performance of the contract and their qualifications and experience are:</p> <p><i>[insert list of key personnel with the required minimum qualifications and experience]</i></p>
<b>10.1</b>	Bidders shall submit: <i>[state e.g. method statement, list of construction equipment, manning levels and categories, detailed construction programme, schedule of material installation etc.]</i>
<b>11.1</b>	This shall be a “Unit Price Contract based on Priced Bill of Quantities” / “Lump Sum Contract based on Priced Activity Schedule”. <i>[Delete as appropriate].</i>
<b>13.1</b>	The period of Bid validity shall be _____ <i>[insert number]</i> days after the deadline for Bid submission specified in the Bidding Data.

Instructions to Bid Reference	Data relevant to the ITB
<b>14.1</b>	The amount of Bid Security shall be not less than <i>[insert amount in words and figures]</i> Leones.
<b>15.1</b>	The number of copies (in addition to the original) of the Bid to be completed and returned shall be _____ <i>[insert number, usually two: more if essential]</i> .
<b>16.2a</b>	The Procuring Entity's address for the purpose of Bid submission is _____ <i>[insert the receiving address provided in the Invitation for Bids]</i> .
<b>16.2b</b>	The name and the identification number of the Contract is _____ _____ .
<b>16.1 &amp; 20.1</b>	The deadline for submission of bids shall be _____ <i>[insert time and date; date should be the same and the time, in no event, earlier than that given in the Invitation for Bids]</i> , and bids shall be opened at _____ at _____ hours on the same date and at the same address.
<b>29.1</b>	The Advance Payment shall be limited to _____ <i>[insert percentage]</i> percent of the Contract Price.

## **Section IV. Standard Forms**

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## **Section IV. Standard Forms**

- A. Contractor's Bid**
- B. Qualification Information**
- C. Letter of Acceptance**
- D. Agreement**

### Standard Form A: Contractor's Bid

**Notes on Form of Contractor's Bid**

The Bidder shall fill in and submit this Bid form with the Bid.

*(Bidders letterheaded paper)*

\_\_\_\_\_ [date]

To : \_\_\_\_\_ [name of [Employer]

Address : \_\_\_\_\_ [insertAddress]

We offer to execute the \_\_\_\_\_ [name and identification number of Contract] in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of \_\_\_\_\_ [amount in numbers and words] Leones.

The advance payment required is:

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data.

Authorized Signature:

\_\_\_\_\_

Name and Title of Signatory:

\_\_\_\_\_

Name of Bidder:

\_\_\_\_\_

Address:

\_\_\_\_\_

## Standard Form B: Qualification Information

### Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of postqualification as provided for in Clause 3 of the Instruction to Bidders. This information will not be incorporated in the Contract.

1. **Individual Bidders** or Individual Members of Joint Venture

1.1. Constitution or legal status of Bidder *[attach copy]*

Place of registration:

\_\_\_\_\_

Principal place of business:

\_\_\_\_\_

1.2 Work performed as prime Contractor on works of a similar nature and volume of the last two years. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<i>[etc.]</i>			

- 1.3 Major items of Contractor's Equipment proposed for carrying out the Works.  
List all information requested below

Item of Equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
[etc.]			

- 1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
[etc.]			

1.5 Proposed subcontracts and firms involved.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
_____	_____	_____	_____
-	---	-	---
_____	_____	_____	_____
-	---	-	---
_____	_____	_____	_____
-	---	-	---
<i>[etc.]</i>		-	---

1.6 Information on current litigation in which the Bidder is involved

Other party(ies)	Cause of dispute	Amount involved
_____	_____	_____
_____	_____	_____

1.7 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

### Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 27 of the Instructions to Bidders. This Standard Form of Letter of Acceptance is included for information at the bidding stage and shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed.

### Standard Form C: Letter of Acceptance

*[letterhead paper of the Employer]*

\_\_\_\_\_ *[date]*

To: \_\_\_\_\_  
*[name of the Contractor]*

\_\_\_\_\_  
*[address of the Contractor]*

This is to notify you that your Bid dated \_\_\_\_\_ for the execution of the  
\_\_\_\_\_  
*[name of the Contract and identification number, as given in the Contract Data]* for the Contract Price of  
\_\_\_\_\_ (\_\_\_\_\_) *[amount in numbers and words]*

\_\_\_\_\_ *Leones*, as corrected and modified in accordance with the instruction to Bidders is hereby accepted by the Employer.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Agreement

### Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from price corrections and price adjustment during the evaluation process as provided for the in the Instructions to Bidders and any other agreement following award of the contract.

## Standard Form D: Agreement

### AGREEMENT

**This Agreement**, made the \_\_\_\_\_ day of \_\_\_\_\_  
19 \_\_\_\_\_, between

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ [*name and address of Employer*] (hereinafter called “the Employer”) and \_\_\_\_\_

\_\_\_\_\_ [*name and address of Contractor*] (hereinafter called “the Contractor”) of the other part.

**Whereas** the Employer is desirous that the Contractor execute \_\_\_\_\_

\_\_\_\_\_ [*name and identification number of Contract*] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

**Now with this Agreement witnesseth** as follow:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:
  - (a) Agreement,
  - (b) letter of Acceptance
  - (c) Contractor's Bid
  - (d) Contract Data
  - (e) Conditions of Contract
  - (f) Specifications
  - (g) Drawings

- (h) Bills of Quantities (Activity Schedule), and
- (i) any other documents listed in the Contract Data as forming part of the Contract.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price of \_\_\_\_\_ [*insert amount*] Leones or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**In Witness** whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the  
Said

\_\_\_\_\_ in  
the presence of:

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

## **Section V. Conditions of Contract**

## Section V. Conditions of Contract

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## Section V. Conditions of Contract

### 1. Definitions

1.1 Boldface type is used to identify defined terms.

**Activity Schedule** means the priced and completed Activity Schedule forming part of the Bid for a Lump Sum Contract.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

**Compensation Events** are those defined in Clause 21 hereunder

**The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with Sub-Clause 28.

**The Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. The name and identification number of the Contract is given in the Contract Data.

**The Contractor** is the person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Dayworks** are additional, varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

**Days** are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

**Drawings** include calculations and other information provided or approved by the Employer for the execution of the Contract.

The **Employer**, as specified in the Contract Data, is the party who employs the Contractor to carry out the Works. The name

of the Employer's representative authorized to deal with the Contractor is also given in the Contract Data.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract price listed in the Employer's Letter of Acceptance.

**Materials** are all supplies, including consumable, used by the Contractor for incorporation in the Works.

The **Project Manager** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract

The **Required Completion Date** is the date on which it is required that the Contractor shall complete the Works. The Required Completion Date is specified in the Contract Data. The Completion Date may be revised only by the Employer by issuing an extension of time or an acceleration order.

The **Site** is the area defined as such in the Contract Data.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

**Temporary Works** are works designed, constructed, installed and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Project Manager with the approval of the Employer which varies the original Work requirement.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data

- 1.2** This shall be a “Unit Price Contract based on Priced Bill of Quantities”/”Lump Sum Contract” based on priced Activity Schedule”, as specified in the Contract Data.

However, if a Government law or decree passed between the date 28 days before the submission of bids for the Contract and the Required Completion Date results in an increase in the price of labor and material, the Employer will adjust the contract price accordingly, provided that the Contractor shall submit documents satisfactory to the Project Manager proving that the requested increases are a result of Government laws or decrees.

- 2. Language and Law**      **2.1** The language of the Contract is English and the law governing the Contract are the Laws of the Republic of Sierra Leone.
- 3. Commun-ications**      **3.1** Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 4. Sub-contracting and other contractors**      **4.1** The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations. Not more than 50% of the work may be sub-contracted to registered contractors. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.
- 5. Personnel**      **5.1** The Contractor shall employ the key personnel named in the Schedule of Key Personnel, referred to in the Contract Data, to carry out the functions stated in the Schedule of other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 5.2** If the Project Manager asks the Contractor to remove a person who is a member of the Contractor’s staff or work force, stating valid reasons, the Contractor shall ensure that the person leaves the Site within 72 hours and has no further connection with the work in the Contract.
- 6. Contractor’s Risks**      **6.1** From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer’s risks are

Contractor's risks.

- 7. Insurance**
- 7.1** The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Contract Data for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Equipment, Plant and Materials;
  - (b) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - (c) personal injury or death and Third Party liability.
- 7.2** Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for approval within 15 days of receipt by the Contractor of the Employer's Notice of Acceptance. All such insurance shall provide for compensation required to rectify the loss or damage incurred. If the Contractor fails to provide the required certificates, the contract shall be considered as annulled. However, the Employer at its discretion may decide to extend the period for submission of insurance certificates or take out the insurance and deduct the cost of premiums from the Contractor's earnings.
- 7.3** Alterations to the terms of an insurance shall not be made without the approval of the Employer.
- 8. Contractor to Construct the Works**
- 8.1** The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 9. The Works to Be Completed by the Completion Date**
- 9.1** The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Required Completion Date.
- 10. Safety**
- 10.1** The Contractor shall be responsible for the safety of all activities on the Site.
- 11. Program**
- 11.1** Within the time stated in the Contract Data, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. The Contractor shall update the Program at intervals no longer than the period stated in the Contract Data. The Project Manager's



- 17. Bill of Quantities**
- 17.1** The Bill of Quantities (for lump-sum Contracts entire Clause 17 shall be replaced with a new Clause as indicated in the Contract Data) shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor. For Lump Sum contracts, payment activities schedule shall be listed.
- 17.2** The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work actually done at the rate of the Bill of Quantities for each item.
- 18. Changes in the Quantities**
- 18.1** If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. (For lump-sum contracts, this clause shall be substituted by a new clause as indicated in Contract Data).
- 19. Payment Certificates**
- 19.1** The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 19.2** The Project Manager shall check the Contractor's executed work and certify the amount to be paid to the Contractor.
- 19.3** The value of work executed shall be determined by the Project Manager.
- 19.4** The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed. (For lump sum contracts, this Clause shall be substituted by a new Clause as indicated in the Contract Data).
- 19.5** The value of work executed shall include the valuation of Variations and Compensation Events.
- 20. Payments**
- 20.1** Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 45 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made, up to the date when the late payment is made, at the rate of interest prevailing at the local banks for construction loans.
- 20.2** Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be

deemed covered by other rates and prices in the Contract.

**21. Compensation Events**

**21.1** The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of Works on time.
- (c) The Project Manager instructs the Contractor to uncover or to carry out tests upon completed work, which is then found to have no Defects.
- (d) Other contractors, public authorities, utilities, or the Employer cause delay or extra cost to the Contractor.
- (e) The advance payment is delayed.
- (f) The Project Manager unreasonably delays issuing a certificate of completion.
- (g) Any other events as stipulated in the Contract Data.

If such an event occurs, then the Contract Price shall be equitably adjusted.

**22. Tax**

**22.1** The Contractor is liable for all taxes in accordance with the laws of the Sierra Leone. However, the Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such charges are already not reflected in the Contract Price.

**23. Liquidated Damages**

**23.1** The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Required Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from any payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

**24. Advance**

**24.1** The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data after

- Payment** the Contractor has:
- (i) delivered to the site construction equipment and/or materials for initiating the work, and
  - (ii) submitted the Advance Payment Guarantee.
- 24.2** The Contractor is to use the advance payment only to pay for Equipment, materials and other expenses required specifically for carrying out the works. The Contractor shall demonstrate that advance payment has been used in this way by supply of copies of invoices or other documents to the Project Manager.
- 24.3** The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, to be recovered within one half of the completion period.
- 25. Retention Moneys** **25.1** An amount, specified in the Contract Data, will be retained from each payment to the Contractor to assure performance of the work. This money will be paid out to the contractor upon completion and acceptance of the work and within 15 days of the issue by the Project Manager of the Defects Liability Certificate.
- 26. Dayworks** **26.1** If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 26.2** All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 26.3** The Contractor shall be paid for Dayworks as work is performed subject to obtaining signed Dayworks forms.
- 27. Cost of Repairs** **27.1** Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
- 28. Completion and Taking Over** **28.1** The Contractor shall request the Project Manager to issue a certificate of completion of the Works, and the Project Manager will issue such a certificate when he determines that the work is satisfactorily completed. The Employer shall take over the site and the works within seven days of the Project Manager's issuing of a certificate of

completion.

- 29. Final Account**
- 29.1** The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 30. Termination-action**
- 30.1** The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 30.2** Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 21 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
  - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 15 days; or agreement reached on payments due contractor for cost of delay;
  - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 60 days of the date of the Project Manager's certificate;
  - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within 30 days determined by the Project Manager;
  - (f) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be

paid, as defined in the Contract Data.

- 30.3** When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other those listed under Sub-Clause 30.2 above, the Project Manager shall decide whether the breach is fundamental or not.
- 30.4** Notwithstanding the above, the Employer may terminate the Contract for convenience by giving the Contractor a thirty-day notice in writing.
- 30.5** If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site within 15 days of the completion of the notice period.
- 31. Payment upon Termination**
- 31.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 31.2** If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 32. Property**
- 32.1** All Materials and Construction Equipment on the Site, Plant, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 33. Release from Performance**
- 33.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards for which an agreement has been reached.

**34. Resolution of Disputes**

**34.1** The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If after thirty (30) days from the commencement of such informal negotiations, the Employer and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to three independent qualified experts, one chosen by the Employer and one chosen by the Contractor and the third chosen by an appropriate professional body, such as the Chamber of Commerce. The three should arrive at a solution satisfactory to the Employer and the Contractor. In case of further disagreement either party can take the matter to arbitration in accordance with the Law governing the Contract. The place where arbitration will take place will be stated in the Contract Data.

## **Section VI. Contract Data**

## Section VI. Contract Data

Condition of Contract Clause Number	Contract Data
1.1	<p>Insert in the Contract Data the following <b>Definitions</b>:</p> <p><b>“Contract:</b> The Name and Procurement Number of the Contract are _____ [Name and number of Contract].</p> <p><b>“Defects Liability Period:</b> The Defects Liability Period is _____ [days/months]</p> <p><b>“Employer:</b> The Employer is _____ _____ _____ [insert full name and address of Procuring Entity].”</p> <p><b>“Intended Completion Date:</b> 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.]</p> <p><b>“Project Manager:</b> The Project Manager is _____ _____ [insert full name and address] ”</p> <p><b>“Site:</b> The Site is located at _____ [insert location address] and is defined in drawing Nos. _____ [insert drawing numbers] attached.”</p> <p><b>“Start Date:</b> The Start Date shall be _____ [insert date]”</p> <p><b>“Works:</b> 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].”</p>
1.2	This contract shall be a Unit Priced Contract based on Priced Bills of Quantities/Lump Sum Contract based on a priced Activity Schedule [Delete as appropriate]
5.1	<p>The following documents are also part of the Contract:</p> <ul style="list-style-type: none"> <li>• The Schedule of Key Personnel</li> <li>• etc</li> </ul>
7.1	<p>The minimum insurance covers shall be:</p> <p>(a) The minimum insurance cover for the loss of or damage to the Works, Equipment, Plant and Materials shall be _____ [amount in Leones</p>

Condition of Contract Clause Number	Contract Data
	<p><i>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]</i></p> <p>(b) The minimum insurance cover for loss of or damage to property (except the Works, Plant, Materials and Equipment) is _____ [amount in Leones and an equivalent in a foreign currency] with a maximum deductible of _____ [insert amount in Leones and an equivalent in a foreign currency]</p> <p>(c) The minimum insurance cover for personal injury or death and Third Party Liability is [amount in Leones and an equivalent in a foreign currency] with no deductible.</p>
11.1	The period for submission of the Program is [number] Days from the date of signature of Agreement. The period between the Program update is [number] days.
15.1	The Defects Liability Period is [number] days.
17	<p>In the case of lump sum contracts, Clause 17 shall be replaced by the following new clause 17 as follows:</p> <p>17 Activity Schedule</p> <p>17.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed by the Employer. The activities on the Activity Schedule shall be co-ordinated with the activities on the Program.</p> <p>17.2 The Contractor shall allow delivery of Materials to the site separately on the Activity Schedule if Payment for Materials on site shall be made separately.</p>
18.1	<p>In the case of lump sum contracts, Clause 18.1 shall be replaced by the following new Clause 18.1 as follows;</p> <p>“18.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of program or method or working made at the Contractor’s own discretion. Prices in the Activity Schedule shall not be altered when the Contractor made such changes to the Activity Schedule.”</p>
19.4	<p>In case of lump sum contracts, Clause 19.4 is replaced as follows:</p> <p>“19.4 The value of work executed shall comprise the value of completed activities in the Activity Schedule.”</p>
21.1	<p>The Site Possession Date shall be _____</p> <p><i>[If the Site is made available by section, the different dates or periods should be listed here.]</i></p>
23.1	The liquidated damages for the whole of the Works are [percentage] of the Final Contract Price per day.

Condition of Contract Clause Number	Contract Data
	<i>[If sectional Completion and Damages per Section are to be imposed, the latter should be specified here.]</i>
23.1	The maximum amount of liquidated damages for the whole of the Works is <i>[percent]</i> of the Final Contract Price.
24.1	The advance payment will be <i>[amount or percentage of the Initial Contract Price]</i>
25.1	The amount of retention money will be <i>[percent]</i> of each payment due to the Contractor up to the maximum of <i>[percent]</i> of the total contract amount.
31.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works is <i>[percentage]</i>
34.1	<p>The place where arbitration will take place is _____ <i>[location]</i>.</p> <p><i>[Alternatively, where arbitration is not to be used the text above should be replaced with the following sentence]</i></p> <p>Arbitration shall not be invoked and any dispute not settled by the panel of experts shall be referred to the civil law court.</p>

## **Section VII. Specifications**

## **Section VII. Specifications**

Insert here the Specifications for the Works. These may be annexed in a separate folder if they are too voluminous to be contained in the document.

**Section VIII. Drawings**

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or if greater than A3 should be annexed in a separate folder.

**Section IX. Bill of Quantities**

Insert here the Bill of Quantities or as applicable the Schedule of Activities. The Bill may be annexed in a separate folder.

## Section X. Bank Guarantee Form for Advance Payment

This sample of Advance Payment Guarantee is for information only. Bidders should not complete the form at this time as only the successful Bidder will be required to provide the Advance Payment Guarantee.

To: *[name and address of Employer]*  
*[name and Procurement Number of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 24 (“Advance”) of the above-mentioned Contract, *[name and address of Contractor]* (hereinafter called “the Contractor”) shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*.<sup>1</sup>

We, the *[Bank or Financial Institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding *[amount of Guarantee] [amount in words]*.<sup>2</sup>

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between *[name of Employer]* and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated either in the currency(ies) of the Advance Payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

<sup>2</sup> An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated either in the currency(ies) of the Advance Payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

## Section XI. Format for Bid Security

Whereas, *[name of Bidder]* (hereinafter called “the Bidder”) has submitted his Bid dated *[date]* for the construction of *[name of Contract and procurement Number]* (hereinafter called “the Bid”).

Know all people by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called “the Bank”) are bound unto name of Employer] (hereinafter called “the Employer”) in the sum of *[amount]*<sup>1</sup> for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*.

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 24,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including *[date]* the date 28 days after the deadline for submission of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_

\_\_\_\_\_  
*[signature, name, and address]*

<sup>1</sup> The Bidder should insert the amount of the Guarantee in words and figures denominated in Leones or an equivalent amount in a freely convertible currency. This figure should be the same as shown in Clause 14.1 of the Instructions to Bidders.