Republic of Sierra Leone

Standard Bidding Documents

Procurement of Works
International Competitive Bidding (ICB)

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MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPER ATION

REHABILITATION AND CONSTRUCTIONS OF NEW CHANCERY BUILDINGS LOCATED AT ACCRA GHANA, GAMBIA, GERMANY AND BRUSSELS BELGIUM

Procurement Number: MFAIC/ADM/ICB/2022/0001

Date of Issue: 29th *November, 2022*

Invitation for Bids

MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION

REHABILITATION AND CONSTRUCTIONS OF NEW CHANCERY BUILDINGS LOCATED AT ACCRA GHANA, GAMBIA, GERMANY AND BRUSSELS BELGIUM.

Procurement Number MFAIC/ADM/ICB/2022/0001

Date of First Issue 29th November, 2022

The MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION has allocated funds *FROM the Government of Sierra Leone* for the procurement of REHABILITATION AND CONSTRUCTIONS OF NEW CHANCERY BUILDINGS LOCATED AT ACCRA GHANA, GAMBIA,

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GERMANY AND BRUSSELS BELGIUM. And now invites sealed bids from eligible bidders for the CONTRACT of:

REHABILITATION AND CONSTRUCTIONS OF NEW CHANCERY BUILDINGS LOCATED AT ACCRA GHANA, GAMBIA, GERMANY AND BRUSSELS BELGIUM.

REHABILITATION AND CONSTRUCTIONS OF NEW CHANCERY BUILDINGS LOCATED AT ACCRA GHANA, GAMBIA, GERMANY AND BRUSSELS BELGIUM

NOTE These activities are divided into four lots as indicated below

LOT.1 REHABILITATION AND CONSTRUCTION OF EXISTING BUILDINGS-CHANCERY BUILDING USED AS OFFICE SPACE, BOY'S QUARTER AS RESIDENTIAL SPACE AND NEW BUILDING AT ACCRA, GHANA

LOT.2 REHABILITATION AND CONSTRUCVTION OF EXISTING BUILDING-OLD CHANCERY, AMBASSADOR'S QUARTER AND NEW BUILDING IN GAMBIA

LOT.3 REHABILITATION AND CONSTRUCVTION OF EXISTING BUILDING-OLD CHANCERY, AMBASSADOR'S RESIDENT IN GERMANY

LOT.4 REHABILITATION AND CONSTRUCVTION OF EXISTING BUILDING-OLD AND NEW CHANCERY, IN BRUSSELS, BELGIUM

Bidding is open to all CONTRACTORS who can demonstrate;

- **Signed and Stamped Bid Form**
- **Evidence of Similar Contract performed.**
- **Valid Bid Security in amount $ 1000 USD for each lots**
- **Three year Audited Account (i.e. 2019,2020 and 2021)**

Interested bidders may obtain further information and inspect the bidding document at the address below between 9 am to 5 pm Monday to Friday.

Bidding documents for Works may be purchased upon payment of a non-refundable fee of NLe 1,000 or it Equivalent in Dollars
The method of payment will be by direct deposit to the following bank account:

Bank Name: Bank of Sierra Leone
Account Name: NPPA – Revenue from the sale of Bidding Documents
Account Number: 011100398165

BBAN: 000001011100398165

Alternatively, the potential bidders will also have the option to pay for the bidding document in any of the Transit Accounts at the following Commercial Banks:

Bank Name:	**Union Trust Bank**
Account Name:	**Revenue from sale of Bidding Sub Treasury**
Account No:	**210113253-01**
BBAN No:	**00-4001113253120144**

Bank Name:	**Sierra Leone Commercial Bank**
Account name:	**Revenue from sale of Bidding Sub Treasury**
Account No:	**003001081791112183**

Bank Name:	**Rokel Commercial Bank**
Account Name:	**Revenue from sale of Bidding Sub Treasury**
Account No:	**02-011012428**
BBAN No:	**00200100210124286**

Bids must be delivered to the address below on or before 10TH January, 2023 at 12:00 Midday bid closing]. All bids must be accompanied by:

- **A valid Business registration certificate**
- **Bid Security of $1000 USD or it equivalent in Leones for each lots from a reputable Commercial Bank;**
- **A valid tax clearance certificate;**
- **A valid NASSIT clearance certificate;**
- **A signed Integrity Pact;**
- **A valid Premier Class Certificate From Ministry of Works**
- **Sign and stamped Bid form**

Bids will be publicly opened on 10th January 2023 at 12:00 Midday, in the presence of the bidders' designated representatives and anyone who chooses to attend, at the address below. Late bids will be rejected and returned unopened to bidders.

Procuring Entity; Ministry of Foreign Affairs and International Cooperation
Procurement Unite
MFAIC Building
Room number; Forth Floor
Tower Hill Freetown
Freetown
+23278 603637, mkjunisa@gmail.com

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Section I. Instructions to Bidders

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Section I. 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 III 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 annual volume of construction work during past two years of at least the amount specified in the Bidding Data; 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); proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data; and 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 Bidding

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

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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 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	Content
I	Instruction to Bidders
II	Bidding Data
III	Evaluation and Qualification Criteria
IV	Standard Forms
V	Conditions of Contract
VI	Contract Data
VII	Specifications
VIII	Drawings
IX	Bill of Quantities
X	Bank Guarantee Form Advance Payment
XI	Format for Bid Security
XII	Eligibility and Qualification Form

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:
The Bid (in the format indicated in Section IV);

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Bid Security (Section XI);

Priced Bill of Quantities or priced Activity Schedule (Section IX);

Qualification Information Form and Documents (Section XII); and

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

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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

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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:

be addressed to the Employer at the address provided in the Bidding Data;

bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and

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 Withdrawal of Bids

19.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 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.

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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 Responsiveness

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 substantially responsive Bid is one that 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:

where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

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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:

making any correction for errors pursuant to Clause 24;

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

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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 II. Bidding Data

Instructions to Bid Reference	Data relevant to the ITB
1.1	The Employer is: **MFAIC/ADM/ICB/2022/0001** The Works consist of REHABILITATION AND CONSTRUCTIONS OF NEW CHANCERY BUILDINGS LOCATED AT ACCRA GHANA, GAMBIA, GERMANY AND BRUSSELS BELGIUM. The name and identification number of the Contract is: **MFAIC/ADM/ICB/2022/0001**
1.3	***FUND ALLOCATED BY THE GOSL***
2.1	❑ Eligible Bidders are *[detail information on eligibility, contractor's classification and any other requirements or limitation]* ❑ **A valid Business registration certificate** ❑ **Bid Security of $1000 USD or it equivalent in Leones for each lots from a reputable Commercial Bank;** ❑ **A valid tax clearance certificate;** ❑ **A valid NASSIT clearance certificate;** ❑ **A signed Integrity Pact;** ❑ **A valid Premier Class Certificate From Ministry of Works** ❑ **Sign and stamped Bid form**
3.2(a)	The minimum required annual volume of construction work for the successful Bidder in any of the last two years shall be NLe 4,000,000 **(Four Million New Leones or its Equivalent in United State Doller)**
3.2(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be • *Graders,* • *Loaders,* • *Bar bending machines,* • *Tippers,* • *Dumpers,* • *Tankers,* • *Wheel Barrows and Shovels,* • *Concrete Mixer* • *and Trenchers etc.*
3.2(d)	The key personnel required for the performance of the contract and their qualifications and experience are: *The proposed key/technical staff should comprise of at least **One (1) Civil Engineer** with **10 years' experience** in works of an equivalent*

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Instructions to Bid Reference	Data relevant to the ITB
	*nature and volume, one (1) Mechanical and Electrical Engineers with **10 years' experience** in works of an equivalent nature and volume, One Site Engineer with 10 years of experience in works of an equivalent nature and a Site foreman with City and Guilds Certificate with 10 years of experience in works of an equivalent nature.*
10.1	Bidders shall submit: *method statement, list of construction equipment, manning levels and categories, detailed construction programme, schedule of material installation etc.*
11.1	This shall be a "Unit Price Contract based on Priced Bill of Quantities"
13.1	The period of Bid validity shall be One Hundred and Twenty Days ***(120)*** days after the deadline for Bid submission specified in the Bidding Data.
14.1	The amount of Bid Security shall be $1*,000 (One Thousand USD) OR It equivalent in* Leones.
15.1	The number of copies (in addition to the original) of the Bid to be completed and returned shall be **3 (three)**.
16.2a	The Procuring Entity's address for the purpose of Bid submission is **Procuring Entity; Ministry of Foreign Affairs and International Cooperation** **Procurement Unite** **MFAIC Building** **Room number; Forth Floor** **Tower Hill Freetown** **Freetown** **+23278 603637, mkjunisa@gmail.com**
16.2b	The name and the identification number of the Contract is **REHABILITATION AND CONSTRUCTIONS OF NEW CHANCERY BUILDINGS LOCATED AT ACCRA GHANA, GAMBIA, GERMANY AND BRUSSELS BELGIUM** **MFAIC/ADM/ICB/2022/0001**
16.1 & 20.1	The deadline for submission of bids hall be 10th January**, 2023 by 12:00 Midday** **Ministry of foreign Affairs and International Cooperation** **Fourth Floor Conference Room** **Next to the Procurement Unit**
29.1	The Advance Payment shall be limited to **30% Advance payment**

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Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section V, Standard Forms and Eligibility and Qualification Form at Section XIII.

1 Evaluation Criteria and Methodology

1.1 Alternative Proposal (If permitted)

Technical Alternative [Insert the applicable criteria and methodology]

Alternative Time for Completion [Insert the applicable criteria and methodology]

1.2 Correction of Arithmetical Errors

(a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly

(b) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.3 Conversion to a Single Currency

The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is:
Leones
The source of exchange rate shall be: **Bank of Sierra Leone rates].**
The date for the exchange rate shall be: **the day/date of evaluation**

1.4 Discounts

The Employer will adjust the Bid Price, using the methodology prescribed by the Bidder in its Letter of Bid, to take account of the Discounts offered by the Bidder in its Letter of Bid, as read out at the Bid Opening.

1.5 **Quantifiable Nonmaterial Nonconformities**
The adjustment shall be made using the following methodology:
Not more than 25% of the actual contract.

1.6 Margin of Domestic or Regional Preference (If permitted)

[Contractors within West Africa are permitted]

1.7 Any other Criteria or Methodology

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2	**Qualification (Following Prequalification)**
2.1	**Update of Information** ❑ The Bidder and any subcontractors shall meet or continue to meet the criteria used at the time of prequalification. **A valid Business registration certificate** ❑ **Bid Security of $1000 USD or it equivalent in Leones for each lots from a reputable Commercial Bank;** ❑ **A valid tax clearance certificate;** ❑ **A valid NASSIT clearance certificate;** ❑ **A signed Integrity Pact;** ❑ **A valid Premier Class Certificate From Ministry of Works** ❑ **Sign and stamped Bid form**
2.2	**Financial Resources** The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit of $1,000,000 USD OR Its Equivalent in Leones and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: LE 1,500,000,000 i.e One Billion, Five Hundred Million Leones OR it Equivalent in US Dollar and (ii) the overall cash flow requirements for this contract and its current works commitment.
2.3	**Personnel** The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

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No.	Position	Total Work Similar Experience (years)	In Similar Works Experience (10 years)
1	COMPANY	10 YEARS	10 YEARS
2	SITE ENGINEER	5 YEARS	5 YEARS
3	FORMAN	5 YEARS	5 YEARS
The Bidder shall provide details of the proposed personnel and their experience records using Form B, Section IV			

2.4 Equipment

The Bidder must demonstrate that it has the key equipment listed below:

No.	Equipment Type and Characteristics	Minimum Number required
1	*Graders,*	1
2	Loaders	1
3	Concrete Mixer	1
4	Dumpers	1
5	tanker	1
6	Tipper	1
7	Trencher	1

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8	Bar bending Machines	5

The Bidder shall provide further details of proposed items of equipment using Form B Section IV

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2	**Qualification (Without Prequalification)**
2.1	Eligibility (TABLE)
2.2	Historical Contract Non-Performance (TABLE)
2.3	Financial Situation (TABLE)
2.4	Experience (TABLE)
2.5	Personnel (TABLE)
2.6	Equipment (TABLE)

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2. Qualification Tables (Without Prequalification)

2.1 Eligibility					
Factor	**Requirement**	**Single Entity Bidder**	**Joint Venture, Consortium or Association Bidder**		**Document**
			All Partners Combined	**Each Partner**	
2.1.2 Conflict of Interest	There must be no conflict of interests (ITB 2.2)	Must meet requirement	Existing or intended JVCA must meet requirement	Must meet requirement	
2.1.3 Ineligibility	Must not have been declared ineligible (ITB 2.3 & 36.1)	Must meet requirement	Existing JVCA must meet requirement	Must meet requirement	

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2.2 Historical Contract Non-performance					
Factor	**Requirement**	**Single Entity Bidder**	**Joint Venture, Consortium or Association Bidder**		**Document**
			All Partners Combined	**Each Partner**	
2.2.1 History of Non-performing contracts	Non-performance of a contract did not occur within the last [2] years prior to the deadline for application submission, based on all information on fully settled disputes or litigation.[1]	Must meet requirement	Existing or intended JVCA must meet requirement	Must meet requirement	
1. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.					
2.2.2 Failure to sign contract	Having not signed a contract and/or failed to provide performance security (ITB 35.2) for [1] years	Must meet requirement	Must meet requirement itself or as partner to past or existing JVCA	Must meet requirement itself or as partner to past or existing JVCA	
2.2.3 Pending Litigation	All pending litigation shall in total not represent more than [2] percent [5]% of the Bidder's net worth and shall be treated	Must meet requirement	Must meet requirement itself or as partner to past or existing JVCA	Must meet requirement itself or as partner to past or existing JVCA	

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	as resolved against the Bidder.				

2.3 Financial Situation					
Factor	**Requirement**	**Single Entity Bidder**	**Joint Venture, Consortium or Association Bidder**		**Document**
			All Partners Combined	**Each Partner**	
2.3.1 Historical Financial Performance	Submission of audited balance sheets [or other financial statements acceptable to the Purchaser,] for the last [2] years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability.	Must meet requirement	Not applicable	Must meet requirement	
2.3.2 Average Annual Turnover	Minimum average annual turnover of [NLe 1,500,000,] or its Equivalent in USD calculated as total certified payments received for contracts in	Must meet requirement	Must meet requirement	Must meet [30] percent [30]% of the requirement	

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2.3 Financial Situation					
Factor	**Requirement**	**Single Entity Bidder**	**Joint Venture, Consortium or Association Bidder**		**Document**
			All Partners Combined	**Each Partner**	
	progress or completed, within the last [2] years				

2.3 Financial Situation					
Factor	**Requirement**	**Single Entity Bidder**	**Joint Venture, Consortium or Association Bidder**		**Document**
			All Partners Combined	**Each Partner**	
2.3.3 Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement:	Must meet requirement	Must meet requirement	Must meet [2] percent [50]% of the requirement	

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2.3 Financial Situation					
Factor	**Requirement**	**Single Entity Bidder**	**Joint Venture, Consortium or Association Bidder**		**Document**
			All Partners Combined	**Each Partner**	
	[NLe 1,000,000] or its equivalent in USD and (ii) the overall cash flow requirements for this contract and its current commitments.				

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2.4 Experience					
Factor	**Requirement**	**Single Entity Bidder**	**Joint Venture, Consortium or Association Bidder**		**Document**
			All Partners Combined	**Each Partner**	
2.4.1 General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last [2] years prior to the applications submission deadline, and with activity in at least nine (9) months in each year.	Must meet requirement	N/A	Must meet requirement	
2.4.2 Specific Experience	(a) Participation as contractor, management contractor, or sub-contractor, in at least [2] contracts within the last [2] years, each with a value of at least [NLe 500,000] or its equivalent in USD that have been successfully and substantially completed and that are similar to the	Must meet requirement	N/A	Must meet requirement	

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2.4 Experience					
Factor	**Requirement**	**Single Entity Bidder**	**Joint Venture, Consortium or Association Bidder**		**Document**
			All Partners Combined	**Each Partner**	
	proposed Works. The similarity shall be based on the physical size, complexity, methods technology as described in Section V, Standard Forms. b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities: Construction of fence, construct of canopy	Must meet requirement	N/A	Must meet requirement	

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2.5 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Name	Total Work Similar Experience (years)	In Similar Works Experience to proposed position (years)
1	Project Manager		[2] years	[2] years
2	[Add other key positions as appropriate]		[2] years	[2] years
3			[2] years	[2] years

The Bidder shall provide details of the proposed personnel and their experience at Section IV Form B.

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2.6 Equipment

The Bidder must demonstrate that it has the key equipment required for these Works :

No.	Equipment Type and Characteristics	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
1				
2				

The Bidder shall provide further details of proposed items of equipment by completing Section IV Form B.

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Section IV. Standard Forms

A. Contractor's Bid

B. Qualification Information

C. Letter of Acceptance

D. Agreement

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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 :_____ *[insert Address]*

_____

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:

_____

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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 post-qualification 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 (Leones)

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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?)

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

Position	Name	Years of similar work in experience (general)	Years of similar work experience in proposed position
Project Manager			

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1.5 Proposed subcontracts and firms involved

Sections of the Works	Value of sub-contract	Sub-contractor (name and address)	Experience in similar work

1.6 Information on current litigation in which the Bidder is involved

Other party(ies)	Cause of dispute	Amount involved

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

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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

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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

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(f) Specifications
(g) Drawings
(h) Bills of Quantities (Activity Schedule)
(i) Eligibility and Qualification Criteria
(j) Integrity Pact and
(k) 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 _____

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Section V. Conditions of Contract

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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.

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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 labour 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. Communications

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 Contractors workforce, the person shall leave the Site within 72 hours and have 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 approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the

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Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

12. Extension of the Completion Date

12.1 The Project Manager shall extend the Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Required Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost

13. Delays Ordered by the Project Manager

13.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works. Delays or suspension of work by the Project Manager, which increase the Contractor's costs, shall be subject to equitable adjustments by the Employer.

14. Early Warning

14.1 The Contractor shall inform the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

14.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager

15. Correction of Defects

15.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

15.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

16. Uncorrected Defects

16.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount, or the Employer shall recuperate these amounts by deduction from the amounts due to the Contractor.

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 Payment

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

(a) delivered to the site construction equipment and/or materials for initiating the work, and

(b) 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 is has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

30. Termination

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;

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(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.

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Section VI. Contract Data

Condition of Contract Clause Number	Contract Data
1.1	REHABILITATION AND CONSTRUCTIONS OF NEW CHANCERY BUILDINGS LOCATED AT ACCRA GHANA, GAMBIA, GERMANY AND BRUSSELS BELGIUM. *MFAIC/ADM/ICB/2022/0001* "***Defects Liability Period:*** *The Defects Liability Period is* ***12 Calendar Months effective from date of issuance of Final works Completion Certificate (FWCC) BY the Employer's designated representative*** "***Employer:*** *The Employer is Ministry of Foreign Affairs and International Cooperation, 4TH Floor, OAU Drive, Tower Hill, Freetown, Sierra Leone* *Ministry of Foreign Affairs and International Cooperation in Collaboration with respective Missions* ***"Intended Completion Date:*** *The Intended Completion Date shall be 31st December, 2023."* ***"Project Manager:*** *The Project Manager is Ministry of Foreign Affairs and International Cooperation, 4TH Floor, OAU Drive, Tower Hill, Freetown, Sierra Leone in Collaboration with Ministry of Works and Public Assets. Freetown Sierra Leone.* ***"Site:*** *The Site is located at the Various Missions as allotted above(SIERRA LEONE HIGH COMMISIONS/EMBASSIES IN Ghana, Gambia, Germany and Brussels.] and is defined in drawing Nos. N/A attached."* ***"Start Date:*** *The Start Date shall be* ***15TH June, 2022***" ***"Works:*** *The Works consist of:* • *SITE PREPARATION* • *EXCAVATION/EARTH WORK, Disposal of excavated materials, Filling* • *CONCRETE WORK* • *BLOCK WORK* • *METAL WORK* • *EXTERNAL WORK* • *EXCAVATION AND PAVEMENT* • *APRON* ➢ *SECURITY POST* • *DEMOLITION* • *SUBSTRUCTURE; Excavation, disposal of excavated materials, Filling, concrete work, Reinforcement,*

Condition of Contract Clause Number	Contract Data
	Formwork, Block work in Foundation, Painting in foundation • *SUBSTRUCTURE; Concrete Work, Reinforcement, Formwork.* • *BLOCK WORKS* • *DOORS* • *WINDOWS* • *ELECTRICAL INSTALLATION* • *FINISHING* • *PAINTING AND DECORATION*
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
5.1	The following documents are also part of the Contract: • The Schedule of Key Personnel • *etc*
7.1	The minimum insurance covers shall be: (a) The minimum insurance cover for the loss of or damage to the Works, Equipment, Plant and Materials shall be NLe 2,500,000, *[amount in Leones and an equivalent in a foreign currency of 250,000USD , usually 110% of the value of the Works],* with a maximum deductible of NLe 1,500,000 [*insert amount in Leones and an equivalent in a foreign 150, 000 USD currency]* (b) The minimum insurance cover for loss of or damage to property (except the Works, Plant, Materials and Equipment) is NLe 1,500,000 or 150,000USD *[amount in Leones and an equivalent in a foreign currency]* with a maximum deductible of_ NLe 500,000_ *amount in Leones and an equivalent in a foreign of 50000 USD currency]* (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.
11.1	The period for submission of the Program is ***14*** **Days** from the date of signature of Agreement. The period between the Program update is ***14*** **days.**
15.1	The Defects Liability Period is ***365*** **days**.
17	In the case of lump sum contracts, Clause 17 shall be replaced by the following new clause 17 as follows: 17 Activity Schedule

Condition of Contract Clause Number	Contract Data
	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. 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.
18.1	In the case of lump sum contracts, Clause 18.1 shall be replaced by the following new Clause 18.1 as follows; "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."
19.4	In case of lump sum contracts, Clause 19.4 is replaced as follows: "19.4 The value of work executed shall comprise the value of completed activities in the Activity Schedule."
21.1	The Site Possession Date shall be **_15TH Feb, 2023** *[If the Site is made available by section, the different dates or periods should be listed here.]*
23.1	The liquidated damages for the whole of the Works are *[percentage]* of the Final Contract Price per day. *[If sectional Completion and Damages per Section are to be imposed, the latter should be specified here.]*
23.1	The maximum amount of liquidated damages for the whole of the Works is *[percent]* of the Final Contract Price.
24.1	The advance payment will be *[amount or percentage of the Initial Contract Price]*
25.1	The amount of retention money will be *[percent]* of each payment due to the Contractor up to the maximum of *[percent]* 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 *[percentage]*
34.1	The place where arbitration will take place is **Sierra Leone Ministry of Foreign Affairs and International Cooperation, Procurement Committee, OAU Drive Freetown**

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Condition of Contract Clause Number	Contract Data
	[Alternatively, where arbitration is not to be used the text above should be replaced with the following sentence] Arbitration shall not be invoked and any dispute not settled by the panel of experts shall be referred to the civil law court.

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Section VII. Specifications

REHABILITATION AND CONSTRUCTIONS OF NEW CHANCERY BUILDINGS LOCATED AT ACCRA GHANA, GAMBIA, GERMANY AND BRUSSELS BELGIUM

LOT.1 REHABILITATION AND CONSTRUCTION OF EXISTING BUILDINGS-CHANCERY BUILDING USED AS OFFICE SPACE, BOY'S QUARTER AS RESIDENTIAL SPACE AND NEW BUILDING AT ACCRA, GHANA

LOT.2 REHABILITATION AND CONSTRUCVTION OF EXISTING BUILDING-OLD CHANCERY, AMBASSADOR'S QUARTER AND NEW BUILDING IN GAMBIA

LOT.3 REHABILITATION AND CONSTRUCVTION OF EXISTING BUILDING-OLD CHANCERY, AMBASSADOR'S RESIDENT IN GERMANY

LOT.4 REHABILITATION AND CONSTRUCVTION OF EXISTING BUILDING-OLD AND NEW CHANCERY, IN BRUSSELS, BELGIUM

See attach BOQ

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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.

SEE ATTACHED

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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.

SEE ATTACHED

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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]*.[1]

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]*.[2]

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:

[1] 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.
[2] 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.

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Date: _____

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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]*[1] 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]

[1] 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.

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Section XII. Eligibility and Qualification Form

Bidder is to confirm with a tick [✔] in each box on the right that the statement is true and sign and date the form where indicated.

2.1 Eligibility		
2.1.2 Conflict of Interest	I confirm that there is no conflict of interests (ITB 2.2)	
2.1.3 Ineligibility	Neither I [nor my Joint Venture Partners] have been declared ineligible (ITB 2.3)	
2.2 Historical Contract Non-performance		
2.2.1 History of Non-performing contracts	Non-performance of a contract has not occurred within the last [ ] years prior to the deadline for application submission, based on all information on fully settled disputes or litigation.	
2.2.2 Failure to sign contract	I have not failed to sign a contract and/or failed to provide performance security (ITB 31) for [ ] years	
2.2.3 Pending Litigation	All pending litigation shall in total not represent more than [ ] percent [ ]% of my net worth and shall be treated as resolved against me.	
2.3 Financial Situation		
2.3.1 Historical Financial Performance	Submission of audited balance sheets [or other financial statements acceptable to the Purchaser,] for the last [ ] years to demonstrate the current soundness of the my financial position and prospective long term profitability.	
2.3.2 Average Annual Turnover	Minimum average annual turnover of [Le], calculated as total certified payments received for contracts in progress or completed, within the last [ ] years	
2.3.3 Financial Resources	I confirm that I have access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: [Le……] and (ii) the overall cash flow requirements for this contract and its current commitments.	
2.4 Experience		
2.4.1	I confirm that I have experience as Contractor, in at least [ ] contracts within the last [ ] years, each with a value of at least [Le] that have been successfully and substantially completed and that are similar to the proposed Works.	
2.4.2 Specific Experience	(a) Participation as contractor, management contractor, or sub-contractor, in at least [ ] contracts within the last [ ] years, each with a value of at least [ ], that have been successfully and substantially completed and that are similar to	

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	the proposed Works. The similarity shall be based on the physical size, complexity, methods technology as described in Section IV, Standard Forms. b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities: […] […]	

The statements in this form are true and accurately reflect my eligibility and qualification.

Signed …… Name ……Date ……

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Section XIII. Integrity Pact Form

This Integrity Pact is entered into on the …… day of ……. in the Year of Our Lord Two Thousand and ……...

Between

_____ hereinafter referred to as "(Purchaser)",

and

_____ hereinafter referred to as "(Supplier)"

Preamble

Whereas "the Parties" are cognizant of the scourge of corruption and its negative effects on the development of a country and are aware also of the immense benefits which doing business in a corruption free environment holds for their individual businesses as well as for the country as a whole

AND Whereas corruption and corrupt practices in the form of procurement violations particularly conflict of interest have been identified as an area for immediate and targeted attention in the relationship between the public service and the private sector

AND Whereas the parties now wish to further commit themselves to actions which will promote a corruption free business environment including full compliance with all relevant laws, rules and regulations which may currently be in force relating to anti-corruption and good business practices in line with the Anti-Corruption Act, 2008 and other government initiatives relating to the private sector in Sierra Leone

The Parties hereby commit themselves and pledge as follows:

1. **To maintain a strict and unwavering adherence to good business practices in the execution of all their undertakings.**
2. **To take all measures necessary to prevent corruption in their mutual and other dealings.**
3. **To observe and implement recommendations, instructions or directives from the Anti-Corruption Commission made pursuant to the Anti-Corruption Act 2008.**
4. **To uphold implement and maintain a No bribery policy in the conduct of their transactions.**

Reporting violations

5. **To promptly inform the Anti-Corruption Commission of any employee, agent, representative or an associate, whether its own or of the other Party, who conduct may constitute corruption, or is likely to engender corruption or corrupt practices.**

Conflict of Interest

6. **To actively guard against Conflict of Interest including situations when an employee or staff's interest may interfere with the interests of the enterprise/organization to which he/she is employed.**
7. **To insist that employees or staff shall disclose to the enterprise/organization any situation that reasonably would be expected to give rise to a conflict of interest or the appearance of the same.**
8. **To ensure that employees or staff obtain approval prior to accepting any position to serve on a board of directors, an advisory board or on a committee of any entity.**
9. **That no employee/staff may obtain any personal material benefit or favour because of his or her position with the enterprise/organization.**

10. That no employee/staff may have financial interest (indirect ownership, direct ownership or otherwise) in a company whose business/operations relate to his/her post, functions held or otherwise supervised in his/her current employment.

11. To closely monitor and regulate actual or potential conflict of interests, occasioned by the influence of certain social relationships on the objectivity of the employee/staff in making dispassionate judgment on behalf of the enterprise/organization.

THE PARTIES HEREBY demonstrate their pledge and commitment to the above Principles by signing hereunder on the day and year above first written

AND THEY FURTHER DECLARE that this pledge shall have the same binding effect as any policy instrument that the parties use in the management of their business/entity.

SIGNATURE……...…DATE:……

(PROCURING ENTITY)

In the presence of:-

Name:……

Address:……

Designation:……

SIGNATURE

……..…DATE:……..

SIGNATURE

……..…DATE:……..

(BIDDER)

In the presence of:-

Name:……

Address:……

Designation:……

SIGNATURE……...…DATE:……..

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Section XIV. Declaration of Conflict of Interest Form

Procurement Committee ☐

Technical Evaluation Committee ☐

Procurement Title: ……

Procurement Number: ……..

I ……..declare that, I have an interest / do not have any personal or financial interest with companies whose bids the (Name of Procuring Entity) is about to evaluate.

Declaration: Have you or your partner any financial or other interest in any relevant commercial entities intending to do business with the (Name of Procuring Entity) which may be considered as constituting a real, potential or apparent conflict of interest?

Yes ☐ No ☐

If yes, please give details in the box below

Type of interest, e.g. patent, shares, employment, association, payment (Including details on the compound, work, etc.)	Name of Business Entity	Belongs to you, parter or unit?	Current interest

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Is there anything else that could affect your objectivity or independence in participating in this evaluation or the perception by others of your objectivity and independence? Please state.

……
……

……
……

……
……

I hereby declare that disclosed information is correct and that no other situation of real, potential or apparent conflict of interest is known to me. I undertake to inform you of any change in these circumstances, including if an issue arises during the course of my term.

Signature	Date
Name	Designation

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