

## AMENDED SAMPLE CONTRACT

Contract No. **ADB/CTR/SLFO/2012/0099**

### **RENOVATION OF AFRICAN DEVELOPMENT BANK – SIERRA LEONE FIELD OFFICE AT BISHOP BUILDING, 13 LAMINA SANKOH STREET, PMP335 FREETOWN, SIERRA LEONE**

THIS CONTRACT, together with the General Conditions of Contract, Special Conditions of Contract and Appendix A forming an integral part hereof, (hereinafter called the “Contract”) is made on the XX day of \_\_\_\_\_, 2012 between the AFRICAN DEVELOPMENT BANK, an International Financial Institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 BP 1387, Abidjan 01, COTE D’IVOIRE, and currently operating from its Temporary Relocation Agency in Tunis, 15 Avenue du Ghana, BP 323, 1002 Tunis Belvedere, TUNISIA, (hereinafter called “the Bank”), of the one part, and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, (hereinafter called the “Contractor”), of the other part.

WHEREAS the Bank has determined the need to procure the services of a Contractor to execute Works at the Bank’s Sierra Leone Field Office (SLFO) (hereinafter called the “Works”)

WHEREAS the Bank has accepted the Bid by the Contractor for the execution and completion of the said Works and related services and the remedying of any defects therein;

AND WHEREAS the Contractor represents and affirms that it has the requisite qualifications, experience, skills and competence to perform the said Works;

NOW THEREFORE the parties hereto have agreed as follows:

#### Article 1. Description of Works

- 1.1 For the purpose of this Contract, “Works” shall mean the whole of the activities, services, materials, equipment, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this Contract. Other words and expressions shall have the meaning given to them in the General Conditions of Contract.
- 1.2 Works shall be performed in accordance with the terms and conditions listed in the following documents:
  - 1.2.1 General Conditions of Contract and Special Conditions of Contract attached hereto.
  - 1.2.2 Project Specifications and Drawings, as included in the Bank’s Invitation for Bids (IFB) No. ADB/NCB/SLFO/2012/0099 dated Mars 30, 2012 (included herein by reference and made an integral part of this Contract).
  - 1.2.3 Contractor’s Technical and Financial Bid dated\_\_\_\_\_, in response to National Competitive Bidding No. **ADB/NCB/SLFO/2012/0099**, attached hereto as Appendix A and form integral parts of this Contract.

#### Article 2. Commencement and Duration

- 2.1 The Contractor shall commence the Works from \_\_\_\_\_ or the date of receipt of Notice to Proceed letter and shall complete within a period of \_\_\_\_\_ (X) calendar months from the Start Date.

### Article 3. Duties of the Contractor

- 3.1 The Contractor shall perform the Works with all due care, diligence and efficiency, in accordance with the highest standards of professional competence and skill, and shall, in performing the Works, accept, promptly act upon, and comply with, such instructions and directions as may be issued by the Bank from time to time.
- 3.2 The Contractor shall perform the Works to the satisfaction of the Bank in accordance with the terms and conditions of this Contract.
- 3.3 The Contractor designates \_\_\_\_\_ as the project's leader to spearhead, and coordinate the performance of the Works and to act as the principal liaison between the Bank and the Contractor during the performance of this Contract. In this capacity, the project leader's responsibilities shall include, but not be limited to, supervision and oversight of the Works and all communications between the Contractor and the Bank.
- 3.4 The Contractor shall keep and maintain accurate and complete accounts in respect of expenditure incurred by the Contractor under this Contract, in such form and detail as shall be satisfactory to the Bank, for the purposes of the Bank making payment under this Contract.
- 3.5 The Contractor shall be fully liable for the consequences of any error or omission on its part and for any damage caused by negligence on its part in carrying out the Works or performing its other obligations under this Contract.
- 3.6 The Contractor shall be fully liable for the consequences of error or omission on its part and for any damage caused by negligence on its part carrying out the Works or performing its other obligations under this Contract.
- 3.7 Cleaning and restoring the site and the removal of debris is the responsibility and liability of the contractor. It will be insured by the Contractor at its expenses.

### Article 4. Representations, warranties and Covenants

- 4.1 The Contractor represents and warrants that it possesses the requisite experience, qualifications, competence and skills to perform the Works and carry out all its duties and responsibilities set out in this Contract and that all information given concerning such experience, qualifications, competence and skills is accurate.
- 4.2 The Contractor represents and warrants that it is in compliance with all the applicable laws and regulations in force at its place of incorporation. The Contractor covenants that during the term of this Contract it shall abide by, and take all measures necessary to enable it to be in compliance with all laws and regulations in force in any place where the Works are to be wholly or partially performed.

### Article 5. Insurance

- 5.1 The Contractor shall be responsible for insurance coverage for its experts and employees performing the Works in accordance with relevant industry norms and standards. The Bank shall have no responsibility whatsoever for such coverage or for any expenses that the Contractor or its employees, agents, affiliates, subcontractors or other persons deriving authority from the Contractor (collectively hereinafter referred to as the "Contractor's Associates") may incur.

#### Article 6. Relationship of the Parties and Indemnification

- 6.1 Nothing contained in this Contract shall be construed as establishing or creating any relationship between the Bank and the Contractor other than that of independent contractor. Accordingly, the Contractor hereby agrees that the Bank shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of the Contractor, or the Contractor's Associates.
- 6.2 The Contractor hereby undertakes that it will indemnify and hold harmless the Bank from and against any action and losses, liabilities, costs, claims, damages and expenses ("Losses") which the Bank may incur in relation to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Contractor or any of the Contractor's Associates, and the Contractor will reimburse the Bank for all costs, charges and expenses which the Bank may pay or incur in connection with investigating, disputing or defending against any such action or Losses.

#### Article 7. Payment for the Works

- 7.1 The Bank shall, subject to satisfactory performance of the Works, pay to the Contractor the amounts specified and in the manner prescribed in this Contract.

#### Article 8. Maximum Payment

- 8.1 Except as otherwise agreed with the Bank in accordance with Section D of the General Conditions, total payments under this Contract shall not exceed a sum equivalent to \_\_\_\_\_ (XXXX) (or a freely convertible currency) (VAT exclusive).

#### Article 9. Facilities and Services Required for the Works

- 9.1 The Contractor shall provide water, electricity and other facilities and equipment, required for the Works.

#### Article 10. Assignment and Subcontracting

- 10.1 The Contractor shall not assign, transfer or make any other disposition of any of its rights and obligations under this Contract, in whole or in part, except with the prior written consent of the Bank.
- 10.2 The Contractor shall not subcontract the whole or any part of the Works to any person or entity except with the prior written consent of the Bank given in respect of the particular person or entity.
- 10.3 Notwithstanding any such consent given by the Bank pursuant to Articles 10.1 or 10.2 above, the Contractor hereby guarantees full compliance by each of the Contractor's



Associates with the terms of this Contract and the prompt performance by each of them of the subcontracted parts of the Works. The Contractor further represents and warrants that it shall be fully responsible as primary obligor to the Bank regarding the manner and standard of performance of the Works.

#### Article 11. Effective Date and Expiry

- 11.1 The Contract shall become effective upon its signature by both parties (the date of the last such signature being the "Effective Date")
- 11.2 Unless terminated, the Contract shall remain in force until the date on which all obligations arising out of or under this Contract have been discharged, in accordance with the provisions of the General Conditions of Contract.

#### Article 12. Notices and Requests

- 12.1 Any notice or request required or permitted to be given or made under this Contract shall be in writing and in the English or French language. Such notice or request shall be deemed to have been duly given or made when delivered by hand or by registered mail or facsimile to the party to which it is required to be given or made at the following address or such other address as any of the parties may have notified to the other party in writing.

#### FOR THE BANK

Mailing Address                      The African Development Bank  
   15, Avenue de Ghana  
   BP. 323, 1002 Tunis Belvédère  
   Tunisia.

Attention                                The Division Manager,  
   Corporate Procurement (CGSP.2)  
   Tel. (216) 7110 2971  
   Fax (216) 71 83 5249

With a copy to:                      The Division Manager (Project Manager),  
   Operations & Maintenance facilities Services (CGSP.1)  
   Tel. (216) 71 10 29 02  
   Fax (216) 71 10 37 42

#### FOR THE CONTRACTOR

Mailing Address                      NAME OF CONTRACTOR  
   (ADDRESS OF CONTRACTOR)

Attention                                Contact Person  
   Tel.



Fax.

Article 13. Modification or Amendment

- 13.1 This Contract constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof all of which are expressly excluded.
- 13.2 No amendment, modification or waiver of any provision of this Contract, nor consent to any departure by either Party therefrom, shall in any event be effective unless the same shall be mutually agreed upon, in writing and signed by authorized representatives of both Parties. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No delay or failure on the part of either Party in exercising any right, power or privilege hereunder shall constitute a waiver, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Article 14. Severability

- 14.1 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Contract shall in no way affect the validity, enforceability or legality of any of its other provisions.
- 14.2 In the event that any of the terms and conditions of this Agreement is held to be illegal or unenforceable, the validity of the remaining terms and conditions shall not be affected and the illegal or unenforceable term or provision shall be replaced by such legal or enforceable term or provision as comes closest to the intention underlying the illegal or unenforceable term or provision.

Article 15. Counterparts

This Contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be signed in their respective names by their duly authorized representatives, on the respective dates specified below.

FOR THE AFRICAN DEVELOPMENT BANK

\_\_\_\_\_  
Division Manager

Corporate Procurement (CGSP.2)

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

FOR THE CONTRACTOR

\_\_\_\_\_  
(NAMES)

(TITLE)

[NAME OF CONTRACTOR]

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Date

## GENERAL CONDITIONS OF CONTRACT

### A. General

#### 1. Definitions

Boldface type is used to identify defined terms.

- 1.1 **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Financial Bid.
- 1.2 **Compensation Events** are those defined in GCC Clause 44 hereunder.
- 1.3 The **Completion Date** is the date of completion of the Works and Related Services as certified by the Project Manager, in accordance with GCC Sub-Clause 55.
- 1.4 The **Contract** is the Contract between the Bank and the Contractor to execute, complete, and maintain the Works and Related Services. It consists of the documents listed in GCC Clause 2.3 below.
- 1.5 The **Contractor** is a person or corporate body whose Bid to carry out the Works and Related Services has been accepted by the Bank.
- 1.6 The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Bank.
- 1.7 The **Contract Price** is the price stated in the Letter of Acceptance or Notice to Proceed Letter and thereafter as adjusted in accordance with the provisions of the Contract.
- 1.8 **Contractual matters** are changes to the price beyond the approved contract total amount, schedule, or any other terms.
- 1.9 **Days** are calendar days; **months** are calendar months.
- 1.10 **DayWorks** are 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.
- 1.11 A **Defect** is any part of the Works and Related Services not completed in accordance with the Contract.
- 1.12 The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- 1.13 The **Defects Liability Period** is the period named in the GCC sub clause 34.1 and specified in the SCC and calculated from the Completion Date.
- 1.14 **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- 1.15 The **Bank** is the party who employs the Contractor to carry out the Works and Related Services, **as specified in the SCC.**
- 1.16 **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works and Related Services.
- 1.17 The **Initial Contract Price** is the Contract Price listed in the Bank's Letter of Acceptance or Notice to Proceed Letter.
- 1.18 The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works and Related Services. The Intended Completion Date is **specified in the SCC.** The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- 1.19 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works and Related Services.



- 1.20 **Plant** is any integral part of the Works and Related Services that shall have a mechanical, electrical, chemical, or biological function.
- 1.21 The **Procurement Division Manager** is responsible for administering the contract, including issuance of contract amendments, change orders, etc.
- 1.22 The **Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Bank and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and Related Services.
- 1.23 **SCC** means Special Conditions of Contract.
- 1.24 The **Site** is the area **defined as such in the SCC**.
- 1.25 **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.26 **Specification** means the Specification of the Works and Related Services included in the Contract and any modification or addition made or approved by the Project Manager.
- 1.27 The **Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works and Related Services. It does not necessarily coincide with any of the Site Possession Dates.
- 1.28 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.
- 1.29 **Temporary Works and Related Services** are Works and Related Services designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works and Related Services.
- 1.30 A **Variation** is an instruction given by the Project Manager which varies the Works and Related Services.
- 1.31 The **Works and Related Services** are what the Contract requires the Contractor to construct, install, and turn over to the Bank, **as defined in the SCC**.

## **2. Interpretation**

- 2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the SCC**, references in the SCC to the Works and Related Services, the Completion Date, and the Intended Completion Date apply to any Section of the Works and Related Services (other than references to the Completion Date and Intended Completion Date for the whole of the Works and Related Services).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Contract,
  - (b) Contractor's Technical Bid, and Contractor's Financial Bid (attached hereto as Appendix A and form integral parts of this Contract).
  - (c) Special Conditions of Contract,
  - (d) General Conditions of Contract,
  - (e) Specifications,
  - (f) Drawings



- (g) Bill of Quantities, if separate from Contractor's Financial Bid
- (h) Any other document listed in any of the above as forming part of the Contract.

### **3. Language and Law**

The language of the Contract and the law governing the Contract are **stated in the SCC**

### **4. Project Manager's Decisions**

Except where otherwise specifically stated, the Project Manager shall decide matters between the Bank and the Contractor in the role representing the Bank and contractual matters will be documented by the Corporate Procurement (CGSP.2) Division Manager.

### **5. Delegation**

The Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

### **6. Communications**

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.

### **7. Subcontracting**

The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Bank in writing. Subcontracting shall not alter the Contractor's obligations.

### **8. Other Contractors**

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Bank between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Bank may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification

### **9. Personnel**

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as **referred to in the SCC**, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall 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.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within two days and has no further connection with the work in the Contract.

### **10. Bank's and Contractor's Risks**

The Bank carries the risks which this Contract states are Bank's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

### **11. Bank's Risks**

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Bank's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works and Related Services, Plant, Materials, and Equipment), which are due to
  - (i) use or occupation of the Site by the Works and Related Services or for the purpose of the Works and Related Services, which is the unavoidable result of the Works and Related Services or
  - (ii) negligence, breach of statutory duty, or interference with any legal right by the Bank or by any person employed by or contracted to him except the Contractor and the contractor's associate.
- (b) The risk of damage to the Works and Related Services, Plant, Materials, and Equipment to the extent that it is due to a fault of the Bank or in the Bank's design, or due to war or radioactive contamination directly affecting the country where the Works and Related Services are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works and Related Services, Plant, and Materials is at Bank's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself a Bank risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

## 12. Contractor's Risks

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 and Related Services, Plant, Materials, and Equipment) which are not Bank's risks are Contractor's risks.

## 13. Insurance

13.1 The Contractor shall take out a **Construction All Risks Insurance policy**, valid from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works and Related Services, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to **pre-existing plant and property** (except the Works and Related Services, Plant, Materials, and Equipment) in connection with the Contract

**The Contractor shall be insured for its General liability during its activities, and especially the services and works described in the present contract. This insurance shall provide coverage against personal injury or death, or any damage caused to the Bank, its employees, or any other third-party.**

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Corporate Procurement Division Manager for approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Bank may affect the insurance which the Contractor should have provided and recover the premiums the Bank has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Corporate Procurement Division Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

#### **14. Site Investigation Reports**

The Contractor shall rely on any Site Investigation Reports **referred to in the SCC**, supplemented by any information available to the Contractor.

#### **15. Queries about the Special Conditions of Contract**

The Project Manager and/or the Corporate Procurement Division Manager shall clarify queries on the SCC.

#### **16. Contractor to Construct the Works and Related Services**

The Contractor shall construct and install the Works and Related Services in accordance with the Specifications and Drawings.

#### **17. The Works and Related Services to Be Completed by the Intended Completion Date**

The Contractor may commence execution of the Works and Related Services on the Start Date and shall carry out the Works and Related Services in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

#### **18. Approval by the Project Manager**

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works and Related Services to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works and Related Services.

18.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works and Related Services.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works and Related Services, where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works and Related Services, are subject to prior approval by the Project Manager before their use.

#### **19. Safety**

The Contractor shall be responsible for the safety of all activities on the Site

#### **20. Discoveries**

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Bank. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

#### **21. Possession of the Site**

The Bank shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC**, the Bank shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

#### **22. Access to the Site**



The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

### **23. Instructions, Inspections and Audits**

- 23.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 23.2 The Contractor shall permit the Bank to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Bank, if so required by the Bank.

### **24. Disputes**

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Corporate Procurement Division Manager within 7 days of the notification of the Project Manager's decision.

### **25. Dispute Settlement**

- 25.1 The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this contract **amicably** by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the "Notice of Dispute") specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.
- 25.2 If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or difference, either party may require that such dispute be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.
- 25.3 The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties.
- 25.4 The arbitration shall take place as set forth in SCC and shall be in the English language. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.
- 25.5 Nothing contained in this Contract shall be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to the Bank under the Agreement Establishing the African Development Bank, international conventions or any other applicable law.

## **B. Time Control**

### **26. Program**

- 26.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance or Notice to Proceed Letter, 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 and Related Services.
- 26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next

payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

- 26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

## **27. Extension of the Intended Completion Date**

- 27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## **28. Acceleration**

- 28.1 When the Bank wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Bank accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Bank and the Contractor.
- 28.2 If the Contractor's priced proposals for an acceleration are accepted by the Bank, they are incorporated in the Contract Price and treated as a Variation.

## **29. Delays Ordered by the Project Manager**

The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works and Related Services.

## **30. Management Meetings**

- 30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Bank. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## **31. Early Warning**

- 31.1 The Contractor shall warn 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 and Related Services. 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.
- 31.2 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.



## **C. Quality Control**

### **32. Identifying Defects**

The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

### **33. Tests**

If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

### **34. Correction of Defects**

34.1 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 SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 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.

### **35. Uncorrected Defects**

If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

## **D. Cost Control**

### **36. Bill of Quantities**

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The activities on the Activity Schedule shall be coordinated with the activities on the Program.

36.2 The Contractor shall show delivery of Materials to the Site separately on the Activity Schedule if payment for Materials on Site shall be made separately

### **37. Changes in the Quantities**

37.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

37.2 The Project Manager's authority to adjust changes in quantities shall not exceed the amount as stated in SCC.

37.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

### **38. Variations**

All Variations shall be included in updated Programs and Activity Schedules produced by the Contractor.

### **39. Payments for Variations**

- 39.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request, or within any longer period stated by the Project Manager and before the Variation is ordered.
- 39.2 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 39.3 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 39.4 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

#### **40. Cash Flow Forecasts**

When the Program or Activity Schedule is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates, if applicable.

#### **41. Payment Certificates**

- 41.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 41.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 41.3 The value of work executed shall be determined by the Project Manager.
- 41.4 The value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 41.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 41.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### **42. Payments**

- 42.1 Payments shall be adjusted for deductions for advance payments and retention. The Bank shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate.
- 42.2 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 42.3 Items of the Works and Related Services for which no rate or price has been entered in shall not be paid for by the Bank and shall be deemed covered by other rates and prices in the Contract.

#### **43. Compensation Events**

- 43.1 The following shall be Compensation Events:
- (a) The Bank does not give access to a part of the Site by the Site Possession Date pursuant to SCC Sub-Clause 21.
  - (b) The Bank modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works and Related Services on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Bank, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Bank does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The effects on the Contractor of any of the Bank's Risks.
- (j) The Project Manager unreasonably delays issuing a Certificate of Completion.

43.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contractor must notify the Bank in writing without delay as per Section 6 of this GCC.

43.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

43.4 The Contractor shall not be entitled to compensation to the extent that the Bank's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

#### **44. Taxes and Duties**

44.1 The Contractor acknowledges that in accordance with Article 57 of the Agreement Establishing the African Development Bank, the Bank, its property, other assets, income and its operations and transactions are exempt from all taxation and customs duties; and the Bank is exempt from any obligation to pay, withhold or collect any taxes or duties. Accordingly, the Contractor hereby authorizes the Bank to deduct any taxes, duties and /or other similar charges or imposts included by the Contractor on any invoice submitted by virtue of this Agreement or other agreements, any of its Annexes or any amendment before paying such invoice without cost to the Bank.

44.2 Except for the tax exemptions and privileges the Bank and/or its operations is entitled to, or as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, and charges assessed on the Contractor, its Subcontractors, or their employees by all municipal, state, or national government authorities, both within and outside the Bank's Country, in connection with the Goods and Services supplied under the Contract.

44.3 Subject to its tax exemptions and privileges referred to in 44.1 above, the Bank shall bear and promptly pay all customs clearance costs, sales or other indirect taxes imposed by law on the Bank in the Bank's Country on the Goods supplied under the Contract.



## 45. Currencies

Where payments are made in currencies other than the currency of the Bank's country **specified in the SCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

## 46. Price Adjustment - N/A

- 46.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

$A_c$  and  $B_c$  are coefficients **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

$\text{Imc}$  is the index prevailing at the end of the month being invoiced and  $\text{Ioc}$  is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

- 46.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## 47. Retention

- 47.1 The Bank shall retain from each payment due to the Contractor the proportion **stated in the SCC** until Completion of the whole of the Works and Related Services.
- 47.2 On completion of the whole of the Works and Related Services, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.
- 47.3 On completion of the whole Works and Related Services, the Contractor may substitute retention money with an "on demand" Bank guarantee.

## 48. Liquidated Damages

- 48.1 The Contractor shall pay liquidated damages to the Bank at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Bank may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 48.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

## 49. Bonus - N/A

The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works and Related Services are complete, although they may not be due to be complete.

## 50. Advance Payment

- 50.1 The Bank shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Bank in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 50.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by the actual delivery of goods and equipment to the Work site as visible to the Project Manager.
- 50.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works and Related Services on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

## **51. Securities**

The Performance Bond shall be provided to the Bank no later than the date specified in the Notice to Proceed letter and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Bank, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Bond shall be valid until a date as **specified in the SCC**

## **52. DayWorks and Related Services**

- 52.1 If applicable, the DayWorks and Related Services 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.
- 52.2 All work to be paid for as DayWorks and Related Services 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.
- 52.3 The Contractor shall be paid for DayWorks and Related Services subject to obtaining signed DayWorks and Related Services forms.

## **53. Cost of Repairs**

Loss or damage to the Works and Related Services or Materials to be incorporated in the Works and Related Services between the Start Date and the end of the Defects Correction 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.

## **E. Finishing the Contract**

### **54. Completion**

The Contractor shall request the Project Manager to issue a certificate of Completion of the Works and Related Services, and the Project Manager shall do so upon deciding that the work is completed.

### **55. Taking Over**

The Bank shall take over the Site and the Works and Related Services within seven days of the Project Manager's issuing a certificate of Completion.

### **56. Final Account**

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 30 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.

## **57. Operating and Maintenance Manuals**

57.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.

57.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC**, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

## **58. Termination**

58.1 The Bank or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

58.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 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 Related Services, and the instruction is not withdrawn within 28 days;
- (c) 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 Bank to the Contractor within 90 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 a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required; and
- (g) the Contractor has delayed the completion of the Works and Related Services by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**.
- (h) if the Contractor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to

establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

- (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Bank, designed to establish bid prices at artificial, noncompetitive levels; and
- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

58.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under SCC Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58.4 Notwithstanding the above, the Bank may terminate the Contract for convenience.

58.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

## **59. Payment upon Termination**

59.1 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 actual cost to the Bank for the procurement and eventual completion of the portion of the work not completed by Contractor. Additional Liquidated Damages shall not apply. If the total amount due to the Bank exceeds any payment due to the Contractor, the difference shall be a debt payable to the Bank.

59.2 If the Contract is terminated for the Bank’s convenience or because of a fundamental breach of Contract by the Bank, 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 Related Services, and the Contractor’s costs of protecting and securing the Works and Related Services, and less advance payments received up to the date of the certificate.

## **60. Property**

All Materials on the Site, Plant, Equipment, Temporary Works and Related Services, and Works and Related Services shall be deemed to be the property of the Bank if the Contract is terminated because of the Contractor’s default.

## **61. Impossibility of Performance or “Force Majeure”**

61.1 The Contractor shall promptly notify the Bank in writing of any situation or of the occurrence of any event beyond the control of the Contractor, including that of force majeure, which makes it impossible or impracticable for the Contractor to carry out its obligations hereunder. Upon confirmation in writing by the Bank of the existence of any such situation or event or upon failure of the Bank to respond to such notice within thirty (30) calendar days, the Contractor shall be relieved from all liability for failure to carry out its obligations. In case of disagreement between the parties as to the existence of such situation or event, the matter shall be submitted to arbitration in accordance with Section 25 hereof.

61.2 The term “force majeure” shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades and other civil disturbances, epidemics, nuclear contamination, landslides,



earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.



SPECIAL CONDITIONS OF CONTRACT

General Conditions of Contract (GCC) Reference No.	A. General
GCC 1.13	Defects Liability Period is <b>One year from completion and acceptance by the Bank</b>
GCC 1.15	The Bank is the <b>African Development Bank (AfDB) and Represented by the Resident Representative of the Sierra Leone Field Office.</b>
GCC 1.18	The Intended Completion Date for the whole of the Works and Related Services shall be <b>30 calendar days from the Start Date.</b>
GCC 1.22	The Project Manager is <b>The Division Manager, Operations &amp; Maintenance facilities Services , CGSP.1 or as represented by his designee</b>
GCC 1.24	The Site is located at <b>Bishop building, 13 Lamina Sankoh Street, PMP335 Freetown, Sierra Leone</b>
GCC 1.27	The Start Date shall be ..... calendar days after the Bank has issued to the Contractor the "Notice to Proceed" letter.
GCC 1.31	<p>The Works and Related Services consist of all that is required for full completion and acceptance of the following:</p> <p>➤ <b>Renovation works on the 4th, 5th and 6th Floors at the African Development Bank-Sierra Leone Field Office located at Bishop Building, 13 Lamina Sankoh street, PMP335, Freetown, Sierra Leone:</b></p> <p><b>Fourth Floor:</b> Demolition, Floors, Walls, Ceiling, Windows and Doors, Plumbing and Electrical Installation</p> <p><b>Fifth Floor:</b> Minor Works and Painting of all Internal Walls,</p> <p><b>Sixth Floor:</b> Minor Works and Painting of Internal Walls</p>
GCC 2.2	Sectional Completions are: N/A
GCC 2.3(h)	<p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> <li>- Project Specifications and Drawings, as included in the Bank's Invitation for Bid (IFB) No. ADB/NCB/SLFO/2012/0099, dated Mars 30, 2012 (included herein by reference and made an integral part of this Contract).</li> <li>- Contractor's Technical and financial Bid, dated ....., in response to IFB No. ADB/NCB/SLFO/2012/0099 (attached hereto as Appendix A and form integral parts of this Contract).</li> </ul>
GCC 3	<p>The language of the contract is <b>English.</b></p> <p>The law that applies to the Contract is <b>English Law.</b></p>
GCC 8	Schedule of other contractors: N/A
GCC 9.1	<b>Key Personnel of Contractor: Mr. ....-Title: .....</b>
GCC 13.1	The minimum insurance amounts and deductibles shall be:

	<p>(a) Constructor All Risks for the Works and Related Services, Plant and Materials, loss or damage to Equipment: <i>Value of the contract</i></p> <p>(b) Constructor's Liability towards Third-party and the Bank, directly related to its activities (works and related services): <i>Not be less than the equivalent of Twenty Thousand US Dollars (US\$ 20,000.00) in respect of any one incident</i></p> <p>(c) Personal injury or death of Constructor's employees: <i>in accordance with legal regulation of Social security in Sierra Leone</i></p>
<b>GCC 14</b>	Site Investigation Reports are: <b>Not Applicable</b>
<b>GCC 15</b>	Queries. <b>None</b>
<b>GCC 21</b>	The Site Possession Date(s) shall be: ..... calendar days after the Bank has issued to the Contractor the "Notice to Proceed" letter
<b>GCC 25.4</b>	Place of arbitration is: <b>Freetown, Sierra Leone</b>
<b>B. Time Control</b>	
<b>GCC 26.1</b>	The Contractor shall submit for approval a Program for the Works and Related Services within .....calendar days from the date of the Notice to Proceed letter and the <b>duration of work and related services shall be for a maximum of Thirty (30) calendar days.</b>
<b>GCC 26.3</b>	<p>The period between Program updates is <b>seven (7) calendar days.</b></p> <p>The amount to be withheld for late submission of an updated Program is: <b>N/A</b></p>
<b>C. Quality Control</b>	
<b>GCC 34.1</b>	The Defects Liability Period is: <b>One Year</b>
<b>D. Cost Control</b>	
<b>GCC 37.2</b>	Project Manager's authority to adjust rates for changes in quantities is limited to: <b>N/A.</b>
<b>GCC 45</b>	The currency of the Bank's country is: <b>Sierra Leone Leone</b>
<b>GCC 46.1</b>	The Contract <b><i>is not</i></b> subject to price adjustment in accordance with GCC Clause 47.
<b>GCC 47.1</b>	The proportion of payments retained is: <b>N/A</b>
<b>GCC 48.1</b>	The liquidated damages for the whole of the Works and Related Services are <b>0.2%</b> of the contract value, applied per calendar day of delay beyond the Thirty (30) calendar days. The maximum amount of liquidated damages for the whole of the Works and Related Services is five percent ( <b>5%</b> ) of the final Contract Price.
<b>GCC 49 - N/A</b>	The Bonus for the whole of the Works and Related Services is <b>N/A</b>
<b>GCC 50.1</b>	The Advance Payments shall be: <b>30%</b> , and shall be paid to the Contractor within 30 days of Contractor's submission of an invoice for an equivalent amount as well as a bank guarantee from a reputable bank in <b>Sierra Leone</b> in a format acceptable to the Bank of an equivalent amount.
<b>GCC 51</b>	The Performance Security amount is:

	<p><b>(b) Performance Bond: <u>10% contract amount.</u></b></p> <p><b>The Performance Bond validity period shall be:</b></p> <p><b>Five percent (5%) released within twenty-eight days after a six months (6) defects liability period following the final acceptance of the works; remaining five percent (5%) released within twenty-eight days after a one (1) year defects liability period following the final acceptance of the works.</b></p>
<b>G. Finishing the Contract</b>	
<b>GCC 57.1</b>	<p>The date by which operating and maintenance manuals are required is <b>30 days after completion.</b></p> <p>The date by which “as built” drawings are required is <b>30 days after completion.</b></p>
<b>GCC 57.2</b>	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in SCC 58.1 is: <b>included in the Performance Bond.</b></p>
<b>GCC 58.2 (g)</b>	<p>The maximum number of days is: <b>25 days</b></p>





## Contract data

**Number:** ADB/CTR/SLFO/2012/0099

1. The Bank is: **African Development Bank**  
Name: **African Development Bank**  
Address: **African Development Bank, Temporary Relocation Agency, P.O. Box 323 Tunis, Tunisia.**  
Name of Bank's Authorized Representative: **Manager, Corporate Procurement Division (CGSP2)**
2. The name and identification number of the Contract is: **RENOVATION OF AFRICAN DEVELOPMENT BANK – SIERRA LEONE FIELD OFFICE AT BISHOP BUILDING, 13 LAMINA SANKOH STREET, PMP335 FREETOWN, SIERRA LEONE (REF. ADB/CTR/SLFO/2012/0099)**
3. The Works consist of following sections:
  - **Renovation works on the 4th, 5th and 6th Floors at the African Development Bank-Sierra Leone Field Office located at Bishop Building, 13 Lamina Sankoh street, PMP335, Freetown, Sierra Leone:**  
  
**Fourth Floor:** Demolition, Floors, Walls, Ceiling, Windows and Doors, Plumbing and Electrical Installation  
**Fifth Floor:** Minor Works and Painting of all Internal Walls,  
**Sixth Floor:** Minor Works and Painting of Internal Walls
4. The Start Date shall be: ..... **calendar days** after the Bank has issued to the Contractor the notification of award "Letter of Acceptance"
5. The completion date should be: **Thirty calendar days maximum (30 calendar days maximum)**
6. The Site is located at: **Bishop Building, 13 Lamina Sankoh street, PMP335 Freetown, Sierra Leone**
7. The liquidated damages for the whole of the Works are **0.2% of the contract value per calendar day.**
8. The maximum amount of liquidated damages for the whole of the Works is **5%** percent of the final Contract Price.
9. The Performance bond shall be for the following minimum amounts equivalent as a percentage of the Contract Price:
  - (a) **Performance Bond: (10%)**

The standard form(s) of Performance Bond acceptable to the Employer shall be "*an Unconditional Bank Guarantee*" of the type presented above.

- 10. The Bank will process the advance payment within 45 days from the date of receiving the advance payment request. The Bank will process and pay interim payments (if any) within 30 days from the date of receiving the contractor's invoice and supporting documentation. **Renovation works on the 4th, 5th and 6th Floors at the African Development Bank-Sierra Leone Field Office located at Bishop Building, 13 Lamina Sankoh street, PMP335, Freetown, Sierra Leone:**

**Fourth Floor:** Demolition, Floors, Walls, Ceiling, Windows and Doors, Plumbing and Electrical Installation

**Fifth Floor:** Minor Works and Painting of all Internal Walls,

**Sixth Floor:** Minor Works and Painting of Internal Walls

11. The minimum net amount for any interim payment should be .....% of the contract price including executed works and approved stored material on site.

