



Sierra Leone Local Content Agency

Government of Sierra Leone

Sierra Leonean Content Plan Implementation Guidelines

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1. GENERAL GUIDANCE

1.1 Purpose

The Sierra Leone Local Content Agency Act of 3rd March 2016 establishes the statutory requirement that operators submit a Sierra Leonean Content Plan to the Local Content Agency for approval, which describes how the company intends to satisfy the requirements of the Act and the performance targets that the operator will monitor and report against over time. The Sierra Leonean Content Plan is the operators documented commitment to provide first consideration to Sierra Leonean citizens, to services providers located in Sierra Leone and to goods manufactured in Sierra Leone.

1.2 Legislative References

The requirements for operator to prepare, submit and reporting against a Sierra Leonean Content Plan are stipulated in Articles 40 and 41 of the 2016 Act, as follows:

Article 40 Sierra Leonean Content Plan

- (1) *In a call to tender or in direct negotiations for any right, licence, concession, permit or interest and before carrying out operations or commencing a project in the sectors covered by this Act, an operator shall submit a Plan to be known as the Sierra Leonean Content Plan to the Agency and thereafter annually demonstrating compliance with the Sierra Leonean content requirements of this Act.*
- (2) *The Agency shall review and assess the Plan referred to in subsection (1) and if satisfied that the Plan complies with this Act, issue a certificate of authorisation to the operator for that project.*
- (3) *For the purposes of reviewing or assessing the Plan referred to in subsection (1), the Agency may conduct a public review in relation to the exercise of any of its functions under this Act provided that the review is completed and a certificate is issued or denied within 30 days from the commencement of the review or assessment.*
- (4) *The plan referred to in subsection (1) shall contain provisions intended to ensure that- (a) first consideration is given to services provided within Sierra Leone and goods manufactured in Sierra Leone; and (b) citizens are given first consideration for training and employment in the work programme for which the plan is submitted.*

Article 41 Plan to Contain Details

- (1) *The Plan referred to in section 40 shall set out in detail how an operator or contractor will give first consideration to Sierra Leonean companies, materials, goods and products made in Sierra Leone, including specific examples showing how first consideration is considered and assessed in evaluation of bids for materials, goods and products required by the project, operations or activity.*
- (2) *The Plan shall stipulate the extent of local content that will be utilised in the production process and the percentage increase in such usage over time, when applications are submitted for tax and other incentives.*
- (3) *The plan shall specify the extent to which joint ventures, alliances and other forms of collaboration between foreign and Sierra Leonean manufacturing enterprises will be used to increase the manufacturing capacity and know-how of Sierra Leonean enterprises*

In providing guidelines to interpret the requirements, reference is also made the following provisions of the 2016 Act:

Act Preamble

Article 1	Definitions/Interpretation
Article 14	Functions of Agency
Article 31	Minimum specification of Sierra Leone content
Article 32	Service sector
Article 33	Materials, Products and Goods
Articles 34-39	Sector specific requirements
Articles 42-51	Procurement and Tender Evaluation
Articles 52-53	Project Office

<i>Articles 54-56</i>	<i>Employment and Training of Citizens</i>
<i>Article 57</i>	<i>Employment and Training Plan</i>
<i>Article 58</i>	<i>Workforce Agreement</i>
<i>Article 59</i>	<i>Human Resource Development Plan (education, attachments and training)</i>
<i>Article 60</i>	<i>Research and Development Plan</i>
<i>Article 61</i>	<i>Technology Transfer Plan</i>
<i>Article 64</i>	<i>Local Content On-Line Portal</i>
<i>Article 66</i>	<i>Local Content Consultative Body</i>
<i>Articles 67-68</i>	<i>Sierra Leone Content Performance Report</i>

1.3 Definitions

Entities

"Operator" means any state enterprise, Sierra Leonean, foreign or international company operating in the sectors covered by this Act under any contract, agreement or alliance

"Sectors" means industrial, manufacturing, mining, petroleum, marine resources, agriculture, transportation, maritime, aviation, hotel and tourism, procurement of goods and services; public works, construction and energy, or as defined by the Local Content Agency

"Citizen " means a citizen of Sierra Leone as defined under the Citizenship Act 1973

"Sierra Leonean company" means a company that are registered in Sierra Leone in accordance with the Companies Act 2009 and fifty (50%) percent or more of the share capital are owned by Citizens

"Nationals" means holders of Sierra Leone citizenship as defined under the Citizenship Act 1973, namely born in, or one parent born in Sierra Leone.

"Expatriates" means either workers who are not Nationals

"Contractor/Sub-contractor" means a vendors providing a service to the Operator as a 1st tier or lower tier supplier of services.

"Involved in Operator Activity" means work contracted or sub-contracted by the Operator that is carried out in relation to Operator-related scopes.

Job Positions

"Management - Senior" - means the highest seniority managers/executives representing each of the company's core functions. Senior managers would be expected to have at least 20 years relevant work experience, and include CEO, and heads of Finance, HR, HSE, Procurement, Operations, Legal etc. (between 6 and 10 individuals, for some companies this will be the Executive Board).

"Intermediate - Professional" means a member of recognised 'profession' who has completed related tertiary education and achieved status within a professional body. Includes chartered engineers and accountants, lawyers, architects, procurement professionals. Engineers who are also Supervisors should be categorised as 'Professional', not "Supervisory".

"Intermediate – Manager/Supervisory" means a team leader or manager of at least two subordinates (but who is not considered part of the Senior Management team, nor a Professional). Managers/Supervisors include middle management, construction foreman, equipment overseers, business administration team leaders etc.

"Intermediate - Skilled" means a worker with a high level of technical expertise accumulated over a number of years. A skilled worker may have attended a Technical College or learned their skill via a formal apprenticeship or on-the-job over a number of years. Includes: electricians, scaffolders, welders, crafts, business admin, personnel assistants, computer programmers, equipment and machinery operators

"Semi-skilled" means workers with a skill set able to acquire in a short space of time (a few weeks or months). Following short periods of training a labour may become semi-skilled, thus demonstrating how the Company or Contractor has contributed to building human capacity in-country. Semi-skilled positions include: secretaries, drivers, meet and greet services, fencing, block laying, basic construction skills etc.

"Unskilled" means person with no formal skills and not yet trained other than in initial workplace induction and environment, health, security and safety considerations.

"Person-hours/Man-hours" means hours worked for the Company in the period of reporting. Overtime and extended working hours are included. For partial days worked (eg a design engineer spreading time across different clients) only those hours of persons Involved in Company Activities are counted.

"FTE Headcount" (Full Time Equivalent Headcount) means number of persons working full time across the reporting period. For employees of the Operator this is the headcount of full time employees (and in-house contractors/agency staff). For Contractors/Sub-contractors, this means only the work force of the Contractor/Sub-Contractor involved in Operator activities; for example, if four (4) workers from a contractor firm are on the Operator's site for 50% of the reporting period (eg 30 days), then the FTE headcount for the quarterly period for this contractor is 2.0.

"Training person-ours received by Sierra Leonean citizens" means credited hours training received by workers involved in Operator activity, including both on-site, off-site and overseas training, eg induction, orientation, EHS/HSE training, technical and professional skills training, internships, secondments and apprenticeships.

"On-site training" means training to workers involved in Operator activity taking place on premises of Operator or a contractor

"Off-site training" means training to workers involved in Operator activity taking place not on premises of Operator or contractor, including training overseas.

Procurement

"Sierra Leone Company - District" means a contractor company, service provider, or producer, seller or renter of materials or equipment, that is registered in Sierra Leone in accordance with the Companies Act 2009 and fifty (50) percent of the share capital are owned by Sierra Leone citizens (born in, or one parent born in, Sierra Leone as defined under Citizenship Act 1973), and whose main operational facilities involved in Company activities are located in Sierra Leone in the same District as the Company operation that it is serving. (Article 1, LC Agency Act, 2016)

"Sierra Leone Company – Provincial" – [as above]...are located in Sierra Leone in the same Province as the Company operation that it is serving, but not in the same District

"Sierra Leone Company – National" – [as above]...are located in Sierra Leone, but not in the same Province as the Company operation that it is serving.

“Nationally-Registered Foreign Company” means a company, or a subsidiary or branch, registered in Sierra Leone in accordance with the Companies Act 2009, located in Sierra Leone, and with less than fifty (<50) of share capital owned by Sierra Leone citizens.

“Foreign Company” means a company not registered in Sierra Leone in accordance with Companies Act

“Vendors Active in Reporting Period” means payments against invoices approved by Operator in the reporting period, rolled up for each vendor. If all approved \$ invoices for the reporting period are rolled up 'for each vendor', then the sum of all these vendors equals the total active vendors

“Expenditure Against Approved Invoices” means all expenditure in reporting period approved for payment against invoices from vendors registered with Operator.

“Expenditure awarded to Alliances involving Sierra Leone Local Companies” with either NationallyRegistered Companies or Foreign Companies (Article 61.2), means expenditure that supports technology transfer by encouraging and facilitating the formation of joint ventures, alliances, partnerships and the development of licensing agreements between Sierra Leonean Local Companies and other larger contractors, service or supplier companies. Excludes conventional sub-contracts and supply purchase orders. Intent is to identify expenditure with international and local companies who have developed a longer-term relationship involving the larger company (Nationally-Registered or Foreign) transferring technology and skills to the Sierra Leone Local Company.

“Expenditure on Services vs Goods” means the split of total expenditure between services and goods (Equipment, Materials, Rental and Property) for a specific expenditure category, including the proportional split in overheads and profit. The sum of expenditures on services and goods equals total expenditure for that category.

(Articles 32) Expenditure on Services located in Sierra Leone means the proportion of expenditure on Services (excluding goods as part of services) that are provided by companies located in Sierra Leone.

(Article 33) In-Country Value from Expenditure on Manufactured Goods means the Actual Value Contributed (AVC) to the domestic economy from expenditure on the manufacture of purchased goods (equipment and materials). A professional estimate of AVC is allowed, on a category basis.

“Expenditure on Services located in Sierra Leone” means the proportion of expenditure on Services (excluding goods as part of services) that are provided by companies located in Sierra Leone.

“Actual Value Contributed (AVC) from expenditure on Goods manufactured in Sierra Leone” means the actual \$ value contributed to the domestic economy from the manufacture of purchased goods (equipment and materials), and is equivalent to expenditure on goods *less* the value of imported goods (ie the equivalent figure for IncoTerm 'Cost-Insurance-Freight' found on an import declaration form, or as professionally estimated). This is the 'build down' method, ie Sales price less CIF = Local Content. A professional estimate of AVC is allowed, on a expenditure category basis.

“CIF” means the IncoTerm 'Cost-Insurance-Freight', defined as the price paid by a buyer to a seller for cost of a product *plus* overseas Overheads and Profit, *plus* cost of freight and transportation insurance to transport the goods to the port of destination (ie Sierra Leone). CIF = Foreign Content.

Scenario A - If a good is wholly imported and there is no local value addition, then the Foreign Content % (ie CIF-equivalent value) is high, eg 80%, with the Local Content %

comprising only perhaps 20%: (a) landing charges and import duties (if applicable, eg 8% to 10% of sales price) *plus* (b) in-country share of Overheads and Profit if bought from a local re-seller (eg 10% of sales price), but this applies only if the goods are purchased from a re-seller located in Sierra Leone (however, if the goods are directly imported by procuring entity and NOT through a local re-seller then local OHs and Profit will be 0%), *plus* (c) port storage and in-country logistics, if this was part of the purchase price (if not, then ignore).

Scenario B - If a good is wholly or partly manufactured in Sierra Leone (eg fabrication, assembly, blending, finishing) then the Foreign Content % (ie CIF-equivalent value) will be lower, eg 40%, with the Local Content % comprising 60%: (a) the value added from local manufacturing (eg 30%) *plus* (b) landing charges and import duties (eg 8% to 10%) *plus* (c) local OHs and Profit of Sierra Leone located manufacturer (eg 10% to 20%), *plus* (d) potentially also the OHs and Profit of a third-party local re-seller (eg 10%).

“Tonnage of Locally Manufactured Materials” means procurement achievement in terms of quantity and tonnage of locally manufactured materials (vs) materials of foreign origin (The Sierra Leone Local Content Agency Act, 2016, Article 68.3).

“Locally Manufactured Materials” means materials which have an AVC figure of at least 40%, and are materials whose unit of measurement for volume is 'tonnes', eg pre-fabricated structures, bulk materials.

“Foreign Manufactured Materials” means materials which have an AVC figure of less than 40%.

Strategic Initiatives

“Local Supplier Development and Technology Transfer” means the portion of expenditure disbursed in the reporting period and directed to build the capability, capacity and competitiveness of Sierra Leone companies, and/or facilitate the formation of joint ventures, alliances, partnerships, licensing agreements and sub-contracting arrangements between Sierra Leonean and foreign contractors, service or supplier companies, with the purpose of transferring to local companies and their Sierra Leonean workers advanced technological skills, and to increase local manufacturing.

“Training and Support to Vocational, Technical, Tertiary Training and Educational Institutions” means initiatives to providing training, internships, secondments and scholarships, and investments in supporting public and private national vocational, technical and tertiary training and educational institutions to transform curriculum, develop facilities, prioritise science and technology, and develop entrepreneurship.

“Sierra Leone Local Content Development Fund” means the fund established under Article 29 of the 2016 Act for the implementation of Sierra Leone local content development

“Research and Development” means the range to be undertaken in Sierra Leone over the period of the Operator’s Sierra Leone Content Plan associated with the Operator’s activities in Sierra Leone

Capital Assets

“In-country Capital Productive Assets” means property, plant, equipment and physical infrastructure. Only include those investments: (i) made directly by the Company from its own, or raised, capital; and (ii) that are included within the Company’s Balance Sheet; and (iii) which are utilised wholly in the country of operation for the life of the asset. USD\$ value is the depreciated value, as recordable in the Company’s accounts. This metric will necessitate double counting with expenditure under local Procurement. The intention is to derive a total figure for depreciated assets in-country owned by Company, and report this separately from Procurement expenditure.

“Stock of In-Country Capital Productive Assets” means the depreciated value of the total of capital assets across relevant historic years, eg from the time of country entry

“New In-Country Capital Productive Assets” means only investments in productive capital assets committed in reporting period. USD\$ is the ‘committed’, not disbursed.

2. ADMINISTRATIVE GUIDANCE

2.1 Coverage

In accordance with 2016 Act, these guidelines are aimed at Operators that the Sierra Leone Local Content Agency designates as being required to submit a Sierra Leonean Content Plan. Designated Operators may be from any of the following sectors of the Sierra Leone economy: industrial, manufacturing, mining, petroleum, marine resources, agriculture, transportation, maritime, aviation, hotel and tourism, procurement of goods and services, and public works, construction and energy.

2.2 Timing

Designated Operators are to submit a Sierra Leonean Content Plan once every three (3) years, covering the period January 1st to December 31st for the three (3) year period. The final version of the Plan is to be submitted to the Agency by the Operator no later than 30th September of the year before the first year of the 3-year Plan, or as otherwise determined by the Agency.

2.3 On-line Portal

The Operator is to submit its Sierra Leonean Content Plan by uploading to the Agency-approved online portal. All reporting on progress against the Plan is also to be conducted via the same on-line portal.

2.5 Consultation

The Sierra Leone Local Content Agency stresses the importance of early consultation between the Operator and the Agency on provisional drafts of a Sierra Leonean Content Plan. It is intended that such consultation lead to submission of a final Plan that is compliant with the requirements of the 2016 Act, and as such can be readily approved by the Agency.

2.6 Review, Conditions and Approval

In accordance with the 2016 Act, the Agency shall review the submitted Sierra Leonean Content Plan to determine the extent to which the Plan meets the statutory requirements. It is the responsibility of the Operator to ensure that the Plan that is submitted is compliant with all relevant requirement under the 2016 Act.

Where Agency's review finds the Plan to be acceptable, the Agency will issue a Certificate of Authorisation to the Operator within 30 days from the start of the review process. This Certificate will commit the Operator to deliver on the targets, initiatives and activities contained in the Plan, as well as any conditions deemed by the Agency as necessary to implement the requirements of the Act.

Where the review process identifies minor gaps in compliance with requirements, the Agency may allow the Operator to re-submit their Plan with amendments or the Agency may draft and attach conditions to the Plan to assure that the Operator complies with the requirements. The Agency will then issue a Certificate of Authority within the same 30 day period.

Where the review process finds that the Plan falls substantially short of requirements, and as such the Operator is unable to be rectified the omissions the sufficient time period for approval, the Agency may deny a Certificate of Authorisation. In this case the Operator will be invited to submit a

new Plan that addresses the shortfall, and the 30-day period for review will start again upon receipt of this revised Plan.

As part of the review by the Agency, the submitted Plan may be subject to a public review, which will be completed within the 30 day period from commencement of the review process by the Agency. Where the Agency fails to respond to the Operator within 30 days following submission of a Plan, the Plan will be assumed to have been approved by the Agency, and the Agency will subsequently provide the Operator with a Certificate of Authorisation.

At any time, the Agency may elect to verify either directly or through a designated third-party, the information provided by the Operator in its Sierra Leonean Content Plan. Verification and auditing may involve scrutiny of the information contained in the on-line portal, or a request by the Agency for the Operator to provide additional information to clarify its Plan.

2.5 Reporting, Correction and Auditing

Within **60 days** of the start of each year the Operator is to submit to the Agency an **annual** Sierra Leonean Content **Performance Report** sufficient for the Agency to determine progress by the Operator against commitments in its three-year Sierra Leonean Content Plan. The Report is to contain both quantitative information (performance against milestone targets), and qualitative information (description and evidence of progress against the Operator's Sierra Leonean Employment, Training, Human Resource Development and Succession Plan, the Local Supplier Development and Technology Transfer Plan and Research and Development Plan). This information is to be entered into the Agency's local content on-line portal.

On a **quarterly basis** the Operator is provide information on its quantitative performance against the numerical targets committed to in its Plan. This information is to be entered into the Agency's local content on-line portal.

Where Operator performance falls short of commitments, the Agency may require the Operator to provide clarification and/or commit to a time-bound plan of **corrective action**. In the case that a corrective action plan is required, should the Operator fail to meet the deliverables in this plan within the time period agreed, the Agency may withdraw the Operator's Certificate of Authorisation.

The Agency may elect to review, verify or **audit** any information provided by the Operator and its Contractors/Sub-Contractors involved in Operator activity in its annual or quarterly performance reports. This may involve the Agency or a designated third-party scrutinising the information and documents in the on-line portal, and/or additional information from the Operator to substantiate the submitted information.

3. PLAN CONTENTS

3.1 Description of Projects and Operations

The Plan should clearly describe the Operator's projects and operations to which the local content initiatives, activities and targets relate. This should include maps and diagrams as needed, and quantification of components of project and operations across the 3-year period of the Plan.

3.2 Management Responsibility and Systems Integration

The Plan should identify the job position within the Operator that will assume responsibility for delivering the initiatives, activities and targets committed to in the Plan. The email and phone contact details for the Agency to reach this individual should be provided.

The Plan should describe how the Operator will incorporate the Plan commitments and any conditions imposed by the Agency into the internal management systems of the company, including reporting lines and procedures to review progress and engage with the Agency.

3.3 Numerical Targets

In preparing its Sierra Leonean Content Plan the Operator shall anticipate the extent of local content in its operations and those of its Contractors/Sub-Contractors involved in Operator activity. The 2016 Act contains a number of mandatory numerical targets for local content, and the Operator's Plan should confirm its commitment to these targets and describe the initiatives and activities that it intends to put in place to assure delivery. The mandatory targets are applicable to both the Operator and Contractors/Sub-Contractors involved in Operator activity. These targets are as follows:

Workforce

- 100% of Unskilled and Semi-skilled labour utilised by Operators and their Contractors/SubContractors are Sierra Leonean citizens¹
- min 50% of Senior Management positions are Sierra Leonean citizens in first five years of establishment (meaning incorporation, operating license or equivalent), 60% thereafter²
- min 50% of Intermediate positions (Professional, Supervisory and Skilled) are Sierra Leonean citizens in first five years of establishment, 80% thereafter³

Specified Industries⁴

- manufacturing industries – min 10% of domestically produced inputs
- bakery and confectionery industries – min 10% of cassava flour produced from locally grown cassava
- beer industry – min 20% sorghum produced locally
- sugar use industries – min 15% sugar produced locally in first five years, and 30% thereafter
- soap industries – min 50% palm oil produced locally in first five years, 70% thereafter
- flour use industries – min 10% wheat flour produced locally in first five years, 30% thereafter
- hotel, hospitality and tourism industry – min 25% dye fabric and produced locally, carvings and furniture from local wood and produced locally, and paintings produced locally to be utilised at all facilities in the first five years, 50% thereafter

The Operator's Plan should anticipate and commit to numerical performance targets in the following aspects of local content:

¹ Articles 55(2) and 55(6)

² Article 56(1)

³ Article 56(2)

⁴ Article 33

Workforce

- Person-Hours and FTE Headcount of work in six job position categories: Senior management, Professional, Supervisory, Skilled, Semi-skilled and Unskilled

Local Procurement

- # Vendors active in the reporting period, by vendor classification: Sierra Leone companies (district, provincial, national), nationally-registered foreign companies, foreign companies
- \$ Invoiced expenditure with vendors, by vendor classification (as above)
- \$ Invoiced expenditure awarded to Sierra Leone Local Companies in alliances with nationally registered or foreign companies
- \$ Invoiced expenditure on services located in Sierra Leone and In-Country Value of expenditure on manufactured goods
- Tonnage of locally vs foreign manufactured materials

Capacity Development

- Training Person-hours received by Sierra Leonean citizens on-site and off-site
- Investment in initiatives to support development of Sierra Leone companies
- Investment in training and support for tertiary, vocational, technical and commercial Educational Institutions
- Contributions from Operator to the Sierra Leone Local Content Development Fund ■
Investment in research and development initiatives to be undertaken in Sierra Leone. ■
Total stock and new investments in in-country capital productive assets

3.4 First Consideration to Sierra Leonean Citizens

3.4.1 Key Principles

The Operator's Sierra Leonean Content Plan is required to describe the initiatives the Operator and its Contractors/Sub-Contractors will put in place to meet the requirement to give first consideration in recruitment and employment, staff promotion and training to Sierra Leonean citizens within the projects and operations to which the Plan relates. The following principles for granting first consideration to Sierra Leone citizens are to be applied by the Operator:

- applicable to Sierra Leone citizens who possess the necessary or adequate qualifications, and have the requisite expertise and experience
- 100% of Unskilled and Semi-skilled positions must be Sierra Leonean citizens
- priority to hiring and training Sierra Leone citizens in skilled, technical, supervisory, administrative and managerial job categories, and for youth
- due consideration to requirements of operational safety
- due consideration to the need to maintain efficiency in operations.

3.4.2 Employment, Training, Human Resource Development and Succession Plan

The Operator's Sierra Leone Content Plan should include descriptions of and commitments to initiatives that in combination constitute the Operator's '**Sierra Leonean Employment, Training, Human Resource Development and Succession Plan**', as follows:

- (a) commitments to an **annual expenditure budget** over the 3-year period for each component of the Operator's Employment, Human Resources, Training and Succession Plan, and a timeframe for disbursing these expenditure and delivery of activities. Within this budget, the Plan should identify the annual sums to be paid into the Development Fund⁵ towards training for Sierra Leone citizens.
- (b) results of the Operator's analysis of the Sierra Leone **labour market** in terms of the competencies and skills relevant to the current and projected hiring and employment needs of the Operator and its Contractors/Sub-Contractors involved in Operator activity
- (c) on an annual basis across the 3-year period, a forecast of the **hiring and employment** needs of the Operator and its Contractors/Sub-Contractors involved in Operator activity, including:
 - a breakdown of the job positions needs and their numbers
 - the gaps in the required workforce
 - whether the skill gaps are to be filled through (i) internal workers (promotion or trainer) or (ii) external hiring or employment, and
 - the proportion and number of these opportunities anticipated to be filled by Sierra Leonean citizens.
- (d) description of the Operators and its Contractors human resource **processes and procedures** relevant to assure provision of first consideration in the context, including, at a minimum:
 - a. in advance of recruitment, procedures to **pre-establish the level of qualifications**, experience and competencies deemed acceptable to perform each role or position
 - b. how these pre-established qualifications, experience and competencies are to be **communicated** to the local labour market
 - c. commitment to provide an **automatic right to interview** for those Sierra Leonean citizens who meet the pre-established qualifications, experience and competencies
 - d. commitment to assign 'Sierra Leonean resident' status as a **critical criterion** in the decision to offer a new job position or promotion, equal in weight to the highest weighted recruitment or promotion selection criterion
- (e) outreach, hiring and training programs specifically directed at Sierra Leonean citizens who are long-term residents of the **areas of operation** of the Operator, and the numerical targets that the Operator commit to achieve in this aspect.
- (f) outreach, hiring and training programs assuring legal compliance with the requirement for **100% Sierra Leone citizens in unskilled and semi-skilled positions** by the Operator and its Contractors/Sub-Contractors.
- (g) outreach, hiring and/or internships and apprenticeships, and on-the-job training programs directed to increase the participation of Sierra Leonean **youth** in the workforce (16 to 21)
- (h) a program of **training** for Sierra Leone citizens in the Operator and Contractor/Sub-Contractors workforce involved in Operator activity over the period of the Plan, including:
 - a. the different types of training
 - b. number of hours of training to be received

⁵ In accordance with the 2016 Act, Articles 29 and 60.

- c. certification/qualifications to be gained, and
 - d. impact of the training program in progressing Sierra Leoneans into higher job positions.
- (i) a quantified and chronological **succession plan** showing by what methods of training and understudy, and at what rate over the period of the Plan, expatriate positions will be assumed by Sierra Leone citizens
 - (j) results of analysis of the extent to which Sierra Leonean public and private **vocational, technical and tertiary training and education institutions** are generating graduates skilled and competent to join the workforce of the Operator and its Contactors/Sub-Contractors
 - (k) commitments to investments in support for public and private vocational, technical and tertiary training and educational **institutions** in Sierra Leone

3.4.2 Workforce Agreement

The Operator must provide to the Agency a Workforce Agreement, signed by the most senior staff member or executive responsible for the Operator's activities in Sierra Leone, affirming the commitment of the Operator to comply with the requirements of the 2016 Act regarding the integration of Sierra Leone citizens into the workforce (Article 58 and 59) and to implement the initiatives and activities within the Operator's **Sierra Leonean Employment, Training, Human Resource Development and Succession Plan** (see Appendix B for Workforce Agreement template to be completed, signed and submitted in conjunction with Operator's Sierra Leonean Content Plan).

3.4.3 Workforce Targets

The Operator is to commit to **numerical targets** for the participation of Sierra Leone citizens that the Operator and its Contractors/Sub-Contractors involved in Operator activity will achieve (a) over the period of 3-year the Sierra Leone Local Content Plan, and reporting milestones across this period for (a) the end of each of year, and (c) the end of each quarter of each year. The metrics that are to form the basis for setting targets are defined in Section 3.3.

3.5 First Consideration to Sierra Leonean Companies, Goods and Services

3.5.1 Key Principles

The Sierra Leonean Content Plan is required to describe the initiatives the Operator and its Contractors/Sub-Contractors will put in place to meet the requirement to give first consideration to Sierra Leonean companies, services, materials, goods and products. The following principles for granting first consideration to Sierra Leonean companies and services and goods are to be applied by the Operator:

- services companies and manufacturers that are **50% or more owned by Sierra Leone citizens** to be prioritised in the provision of services and equipment to the Operator and its Contractors/Sub-Contractors involved in Operator activity
- **full and fair opportunity** to Sierra Leonean companies in accessing and competing in the procurement processes of the Operator and its Contractors/Sub-Contractors
- for individual contracts budgeted by the Operator in excess of USD\$5,000,000 or otherwise as designated by the Agency, the tender procedures of the Operator and Contractors/SubContractors to include evaluation of a bidder's **Sierra Leone Content Contract Plans** as part of tender evaluation and contract award.

3.5.2 Procurement Processes

The Operator's Sierra Leonean Content Plan should provide a description of and commitments to the following initiatives to assure first consideration to Sierra Leonean companies in the procurement process:

- (a) results of Operator's analysis of the Sierra Leonean **market** for service providers and manufacturers of relevance to projects or operations, with the objective to ensure that all capable and competitive Sierra Leone companies are known about and those that are suitable alerted to expressions of interest (or equivalent) and, where pre-qualified, invited to participate in tenders.
- (b) **restrictive tenders** (ring fencing) of certain categories of services and goods for procurement from only Sierra Leone companies. This restricted tendering to be carried out in ways that:
 - maintain concurrently competition between local companies,
 - assure parity with international pricing, and
 - maintain standards of service or product quality and delivery
- (c) provision of support to Sierra Leone companies to **navigate the tendering process** of the Operator and its Contractors/Sub-Contractors. This should include:
 - arranging meet-the-buyers workshops and events
 - providing guidance on how to register, pre-qualify and what to expect when tendering
 - provision of unsolicited feedback to unsuccessful local companies to educate on how they can improve performance in future tenders
 - letters of commendation provided to local companies who have performed well on contracts.
- (d) procedures to assure **full and fair opportunity** to Sierra Leonean companies in the tender and contract award process, including:
 - formulation of **contracting strategies** to facilitate participation by capable Sierra Leone companies through the un-packing of contract scopes to increase opportunities for local companies, and/or requiring primary contractors of large scope of work to pass-through designated portions of the scope to local companies
 - processes to consult on local capabilities with **local trade associations**, supplier industry groups and equivalent
 - a tender process for acquiring goods and services that assure **full, fair and reasonable opportunity** to local companies, by (a) ensuring that all tenders that are advertised internationally are also **advertised** in Sierra Leone, (b) local companies have the same opportunity to participate in the **full range** of project or operational activities of the Operator, (c) ensuring local companies have the same level of opportunity to **participate** in processes of **pre-qualification** and **bidding** as international suppliers, and (d) by not imposing unreasonable technical **criteria** in pre-qualification or bid evaluation processes that disadvantage otherwise capable and competitive local companies, for example by setting criteria at too high levels in cases where the risks involved are non-critical or the risk appetite of the Operator or Contractors/Sub-Contractors is higher due to the nature of doing business in Sierra Leone, or specific product **brands** names that are not defensible in terms of single sourcing criteria.

- processes to assure that **vendor registration, pre-qualification and bidding procedures** do not disadvantage Sierra Leone companies, for example, not relying solely on **eProcurement** systems as the only means of communication with vendors, but describing additional channels of communication for local companies to register, pre-qualify, receive tender alert, submit bids and be alerted to contract award (such that local companies that do not have fast or reliable internet access are not disadvantaged).
 - processes to facilitate **consortium bidding**, where an experienced nationally-registered or foreign company joins with a local company to satisfy the tender requirements, which the local company might not meet if tendering alone.
 - tender **procedures** for how **major contracts**, budgeted by the Operator in excess of USD\$5,000,000 or otherwise as designated by the Agency, will require bidders to submit a **Sierra Leonean Content Contract Plan** covering the same metrics and definitions as in Section 3.3 of this Guide); how these Contract Plans will be evaluated in the tender process in accordance with requirements under the 2016 Act (Article 42⁶); and assurance that the Contract Plan of the successful bidder is committed to as an integral part of contract award and the terms and conditions⁷.
 - commitment to include appropriate clauses in the terms and conditions for major contracts that require **Contractors to apply the same procurement practices** for first consideration as described in this section of this Guide.
- (e) a **Quarterly Contracts Plan** to be provided within 30 days of the start of each quarter to the Agency by the Operator, with an inventory of contracts, sub-contracts, purchase orders and sub-purchase orders in excess of USD\$ 250,000. The inventory to include:
- a description of the service or item to be contracted or purchased (including key material and equipment specifications)
 - estimated value of contract, subcontract or purchase order
 - the dates for issuance of pre-qualification notification, tender, tender closure date and award date
- (f) By the first day of each quarter, the Agency shall advise the operator which contracts, subcontracts or purchase orders have been **designated** by the Agency for review.
- (g) For designated contracts, at least two weeks before prior to issuing advertisements, **expressions of interest** or other pre-qualification notifications to prospective bidders, the operator shall provide to the Agency for approval the following specified information:
- a description of the scope of work

⁶ Regarding evaluation of bidders Contract Plans, the Act requires that the award of contracts is not solely based on the principle of the lowest priced tender, but weighting is given to the quality of the offer on Sierra Leonean content, for example, whether the bidder is a Sierra Leone company or in a local/international alliance, and/or the extent of local content that will be achieved by the proposed execution of work or supply of goods. In accordance with Article 42(3), at a minimum, contract award is made to the bidder with the highest Sierra Leone content in cases where (a) tenders are within five percent of each other at the commercial stage⁶, and (b) the evaluated score for Sierra Leone content is at least five percent higher than the closest competitor⁶, and (c) the bid price of the highest placed Sierra Leone company is not greater than ten percent of the highest placed non-Sierra Leone company

⁷ This Guidance *de facto* satisfies the requirement under Article 56(4) of the 2016 act that "All projects or contracts whose total budget exceeds fifty million United States Dollars (\$50,000,000.00) equivalent in Leones shall contain a "Labour Clause" mandating the use of a minimum percentage of Sierra Leonean labour in specific cadres as may be stipulated by the Agency.

- the plan for advertising to the Sierra Leone supplier market
 - a copy of the pre-qualification notification
 - a list of companies, and their addresses, who are to be invited to respond to the prequalification notification or equivalent
 - finalised dates for issuance of pre-qualification notification, tender, tender closure date and award date
- (h) For designated contracts, at least two weeks before prior to issuing **contract tender** to prospective bidders, the operator shall provide to the Agency:
- the list of bidders, including their corporate ownership (main shareholders by percentage), and address of location of any Sierra Leonean based offices, plant or facility
 - a copy of the technical tender documents and technical evaluative criteria, and any consideration of local content within the evaluation
 - any revisions to anticipated dates for closure of bids and award of contract or purchase order
- (i) Regarding submission of documents to the Agency at **pre-award stage**, for contracts budgeted by the Operator in excess of USD\$ 250,000, the Operator is to provide in tabular form the following information to the Agency:
- name of selected (preferred) bidder and list of designated sub-contractors or sub-vendors
 - for construction or service contracts, estimated Sierra Leonean employment levels (in person-hours)
 - contract or purchase order commencement and completion dates
 - an award notification form signed by an appropriate official of the operator or alliance partner
 - state of award rationale (evaluation of tenders) showing: (i) the percentage difference in price between the selected bidder and each tender; (ii) a primary location of work associated with each bidder; (iii) estimates of Sierra Leonean content associated with the tender of each bidder calculated in accordance with the definition of Sierra Leonean content in Section 3.3 of this Guide.
 - other information relevant to the evaluation of bidders including where applicable, a summary of the technical, commercial and Sierra Leonean content aspects of the tender evaluations.
- (j) In addition to the above, regarding submission of documents to the Agency at **pre-award stage**, for contracts budgeted by the Operator in excess of USD\$5,000,000, the Operator is to provide to the Agency the winning bidder's final Sierra Leonean Content Contract Plan.
- (k) Following the **award of contracts**, within 30 days from the end of each quarter, the Operator is to provide to the Agency in tabular form a listing of all contracts, sub-contracts and purchase orders exceeding USD\$250,000 awarded in the previous quarter, comprising:
- a list of all items and services
 - value of contract or purchase order
 - name of the successful contractor or vendor
 - primary location of work
 - estimates of Sierra Leonean content;

3.5.3 Procurement Attestation

The Operator must provide to the Agency an Attestation, signed by the most senior employee responsible for activities in Sierra Leone, affirming the commitment of the Operator to comply with the requirements of the 2016 Act regarding provision to the Agency of certain information pertaining to procurement and the award of contracts (Articles 43, 44, 45, 46, 47, 48, 50, 51, 52). The Attestation should identify where in the Sierra Leonean Content Plan the Agency can find information on the activities that implement each of these requirements (see Appendix B for Attestation template to be completed, signed and submitted with Operator's Sierra Leone Content Plan).

3.5.4 Procurement Targets

The Operator is to commit to **numerical targets** for providing first consideration to Sierra Leonean companies, goods and services that the Operator and its Contractors/Sub-Contractors involved in Operator activity will achieve (a) over the period of 3-year the Sierra Leone Local Content Plan, and reporting milestones across this period for (a) the end of each of year, and (c) the end of each quarter of each year. The metrics that are to form the basis for setting targets are defined in Section 3.3.

3.5.5 Local Supplier Development and Technology Transfer Plan

The Operator's Sierra Leone Content Plan should provide a description and commitments to the following initiatives that in combination form the Operator's '**Local Supplier Development and Technology Transfer Plan**'.

- (a) commitments to an annual **expenditure budget** over the period of the Sierra Leonean Content Plan for each component of the Operator's Local Supplier Development and Technology Transfer Plan, and a timeframe for these expenditure and delivery of activities.
- (b) Initiatives offered directly or through third parties to build the **capability, capacity and competitiveness** of Sierra Leone companies to overcome the main challenges they face in passing the technical requirements of the Operator and its Contractors/Sub-Contractors, eg support for business processes, access to markets in Sierra Leone and international supply chains, access to finance and technology and skills development.
- (c) initiatives to encourage and facilitate the formation of **joint ventures, alliances, partnerships** and the development of **licensing agreements** and **long-term sub-contracting** arrangements between Sierra Leonean and foreign contractors, service or supplier companies, with the purpose of transferring to local companies and their Sierra Leonean workers, advanced technological skills, and to increase local manufacturing

3.5 Research and Development

The Operator is to submit to the Agency as part of its Sierra Leonean Content Plan a **Research and Development Plan**, comprising at a minimum:

- (a) the range of initiatives in Research and Development to be undertaken in Sierra Leone over the period of the Operator's Sierra Leone Content Plan that are associated with the Operator's activities in Sierra Leone.

- (b) commitments to an **annual expenditure budget** over the 3-year period for each component of the Operator's Research and Development Plan, and a timeframe for disbursing these expenditure and delivery of activities. Within this budget, the Plan should identify the annual sums to be paid into the Development Fund⁸ towards research and development.
- (c) procedures for issuing public calls for proposals from companies and institutions within Sierra Leone

⁸ In accordance with the 2016 Act, Articles 29 and 60.

Appendix A Workforce Agreement

WORKFORCE AGREEMENT Sierra Leonean Content Plan
With reference to the Sierra Leonean Content Plan dated [insert date of final plan], [Insert legal name of Operator in Sierra Leone] commits to comply with the requirements of the 2016 Act regarding the integration of Sierra Leone citizens into the workforce of the Operator's projects and operations to which the Plan relates (Articles 58 and 59), and in so doing commits to implement the initiatives and activities within the Operator's Sierra Leonean Employment, Training, Human Resource Development and Succession Plan.
On behalf of [insert legal name of Operator in Sierra Leone]
Name:
Position:
Date:
Signature:
This Agreement forms an integral part of, and is to be submitted in conjunction with, the Operator's Sierra Leonean Content Plan

Appendix B Procurement Attestation

Reference to 2016 Act	Summary of Compliance Requirement	Ref. to location within Sierra Leonean Content Plan

Article 43	Contracts to be Submitted (1) For all proposed projects, operations, activities, contracts, subcontracts and purchase orders estimated by the operator to be in excess of two hundred and fifty thousand United States Dollars (\$250,000.00) equivalent in Leones the operator shall provide to the Agency for approval advertisements, prequalification criteria, technical tender documents, technical evaluation criteria and the proposed list of persons who have placed tenders. (2) The operator or contractor shall submit sufficient information with the notifications to enable the Agency to assess the subject matter and to be satisfied that the requirements of Sierra Leone local content have been complied with by the operator or contractor.	
Article 44	<i>Contracts to be Submitted continued</i> (1) Not exceeding 30 days prior to the first day of each, the operator shall submit to the Agency a list of all contracts, subcontracts and purchase orders not exceeding two hundred and fifty thousand United States Dollars (\$250,000,00) equivalent in Leones for it to be put out in tender or executed in the upcoming quarter. (2) For each contract, subcontract and purchase order, the list shall provide– (a) a description of the service or item to be contracted or purchased (material and equipment specifications shall be provided upon request); (b) estimated value of contract, subcontract or purchase order; (c) the call to tender issuance date, closure date and award date; and (d) any other information requested by the Agency for the purposes of implementing the provisions of this Act.	
Article 45	Contract for Review Subject to section 43 the Agency shall advise the operator by the first day of each quarter, which contracts and subcontracts have been designated by the Agency for review and shall advise the operator of the outcome of such contract review.	
Article 46	Document for Pre-Qualification Prior to issuing advertisements or pre-qualification notifications to prospective bidders, the operator shall submit to the Agency, the following documents for review and approval– (a) a description of the scope of work; (b) a copy of the pre-qualification notification, if these documents differ from the standard prequalification notification previously reviewed by the Agency; (c) a list of companies, indicating locations of head offices, to whom questionnaires shall be issued; and (d) anticipated dates for closure of prequalification and commencement of tender evaluation and issuance of a call to tender.	
Article 47	Documents for Tender List Stage When compiling a tender list for any project, the operator or alliance partner shall submit to the Agency, prior to issuing the call to tender the following documents– (a) a list of bidders; (b) a copy of the call to tender (the Agency shall advise the operator of its requirements in this regard on a case by case basis); (c) description of corporate ownership (main shareholders by percentage) of bidders; (d) location of any Sierra Leonean based office, plant or facility; anticipated dates for closure of bids and	

	award of contract or purchase order; and (f) any other information requested by the Agency.	
Article 48	Documents for Award Stage Prior to the award of a contract, subcontract or purchase order to the successful bidder, the operator shall submit to the Agency the following documents- (a) the name of the selected contractor or vendor; (b) a list of the designated sub-contractors or sub-vendors; (c) where applicable, a list of proposed sub-suppliers; (d) for construction or service contracts, the estimated Sierra Leonean employment levels (in person-hours); (e) contract or purchase order commencement and completion dates; (f) an award notification form signed by an appropriate official of the operator or alliance partner; and (g) state of award rationale (evaluation of tenders) showing (i) the percentage difference in price, between the selected bidder and each tender; (ii) a primary location, (iii) estimates of Sierra Leonean content associated with the tender of each bidder calculated in accordance with the definition of Sierra Leonean content to be provided by the Agency, (iv) other information relevant to the evaluation of bidders including where applicable, a summary of the technical, commercial and Sierra Leonean content aspects of the tender evaluations.	
Article 50	Quarterly Procurement Report (1) The operator shall submit to the Agency within 30 days at the end of each quarter, a listing of all contracts, sub-contracts and purchase orders exceeding two hundred and fifty thousand United States Dollars (\$250,000.00) equivalent in Leones or such other limit as the Agency may determine, awarded in the previous quarter. (2) The listing of all contracts, sub-contracts and purchase orders referred to in subsection (1) shall provide- (a) a list of all items and services; (b) value of contract or purchase order; (c) name of the successful contractor or vendor; (d) a primary location of work; (e) estimates of Sierra Leonean content; commencement and completion dates; (g) any other information required by the Agency for the purposes of implementing the provisions of the Act.	
Article 51	Establishment of Project Office Where applicable, before carrying out any work or activity in Sierra Leone, the operator or contractor or other body submitting a plan shall establish in the Catchment Area where the project is to be located, a project office where project management and procurement decision making shall take place, to the satisfaction of the Agency.	
Article 52	Personnel Office The operator or contractor referred to in section 51 shall locate, within the project office, personnel with decision-making authority in accordance with a list of personnel to be approved by the Agency.	

	I, the undersigned, as the most senior employee of [enter legal name of Operator] responsible for activities in Sierra Leone, affirm the commitment of [enter legal name of the Operator] to comply with the requirements of the Sierra Leone Local Content Agency Act of 3rd March 2016, regarding provision to the Sierra Leone Local Content Agency information pertaining to the compliance requirements regarding procurement and award of contracts (legal references: Articles 48, 50, 51, 52) Name _____ Position _____ Name of legal entity _____ (to which Attestation applies) Signature _____ Date of Signature _____	

Appendix C Sierra Leonean Content Plan: Completeness Checklist

	Plan Component	Complete	Partial	Not Started
General				
1.1	full set of official definitions contained within the Plan	☐	☐	☐
1.2	adequate description of projects and operations	☐	☐	☐
1.3	clear management responsibilities and systems integration for Plan	☐	☐	☐
Sierra Leonean Employment, Training, Human Resource Development and Succession Plan				
2.1	commitment to annual expenditure budgets over the period of the Sierra Leonean Content Plan	☐	☐	☐
2.2	results of analysis of the Sierra Leone labour market	☐	☐	☐
2.3.1	Operators and Contractors human resource processes and procedures relevant to first consideration for Sierra Leonean citizens	☐	☐	☐
2.3.2	outreach, hiring and training program for long-term residents of areas of operation	☐	☐	☐
2.3.3	outreach, hiring and training program to assure 100% Sierra Leone citizens in unskilled positions	☐	☐	☐
2.3.4	outreach, hiring and/or internships and apprenticeships and on-the-job training programs for Sierra Leonean youth	☐	☐	☐
2.3.5	comprehensive program of training for Sierra Leone citizens	☐	☐	☐
2.3.6	succession plan for Sierra Leone citizens	☐	☐	☐
2.3.7	results of analysis of vocational, technical and tertiary training and education institutions	☐	☐	☐

2.3.8	commitment to investments to support vocational, technical and tertiary training and educational institutions	☐	☐	☐
2.3.9	signed Workforce Agreement	☐	☐	☐
2.3.10	commitment to numerical targets for workforce and training uploaded to Sierra Leone Local Content Agency on-line Portal	☐	☐	☐
Procurement Processes for First Consideration to Sierra Leonean Companies, Goods and Services				
3.1	results of market analysis of the Sierra Leone service providers and manufacturer market	☐	☐	☐
3.2	inventory of restrictive tenders, and mechanisms to assure competitiveness	☐	☐	☐
3.3	comprehensive set of procurement procedures to assure full and fair opportunity to Sierra Leonean companies:	☐	☐	☐
3.3	 commitment to formulate contracting strategy for full and fair opportunity	☐	☐	☐
3.3	 processes to consult on local capabilities with local trade associations	☐	☐	☐
	Plan Component	Complete	Partial	Not Started
3.3	 tender process for acquiring goods and services that assure full, fair and reasonable opportunity to local companies	☐	☐	☐
3.3	 processes to assure that vendor registration, prequalification and bidding procedures do not disadvantage Sierra Leone companies	☐	☐	☐
3.3	 processes to facilitate alliances involving experienced companies with local companies	☐	☐	☐
3.3	 tender procedures for contracts in excess of USD\$5,000,000 to require and evaluate Sierra Leonean Content Contract Plans	☐	☐	☐
3.3	 commitment to flow down clauses in major contracts requiring primary contactors to apply procurement practices for first consideration	☐	☐	☐
3.4	Set of procedures to provide tender and contract documents to the Local Content Agency			
3.4	 commitment to provide Quarterly Contracts Plans	☐	☐	☐
3.4	 commitment to provide specified information at expressions of interest stage	☐	☐	☐
3.4	 commitment to provide specified information at tender stage	☐	☐	☐
3.4	 commitment to provide specified information at preaward stage	☐	☐	☐

3.4	 commitment to provide specified information post award	☐	☐	☐
3.4	signed Procurement Attestation	☐	☐	☐
Local Supplier Development and Technology Transfer Plan				
3.5.1	commitment to annual expenditure budgets over the period of the Sierra Leonean Content Plan	☐	☐	☐
3.5.2	initiatives to build the capability, capacity and competitiveness of Sierra Leone companies	☐	☐	☐
3.5.3	initiatives to facilitate alliances between Sierra Leonean companies and foreign companies	☐	☐	☐
3.5.4	commitment to numerical targets uploaded to Sierra Leone Local Content Agency on-line Portal	☐	☐	☐
Local Research and Development Plan				
3.6.1	commitment to expenditure budget for R&D over the period of the Sierra Leonean Content Plan	☐	☐	☐
3.6.2	initiatives for Research and Development in Sierra Leone	☐	☐	☐
3.6.3	procedures for issuing public calls for proposals against R&D budget	☐	☐	☐

Appendix D Sierra Leonean Content Plan: *Template*

EXECUTIVE SUMMARY

1. GENERAL

1.1 Definitions 1.2 Description of Projects and Operations 1.3 Local Content Management System

2. SIERRA LEONE EMPLOYMENT, TRAINING, HUMAN RESOURCES DEVELOPMENT AND SUCCESSION PLAN

2.1 Annual Expenditure budgets for Employment and Training of Citizens 2.2 Results of Analysis of Sierra Leone Labour Market to Meet Business Needs 2.3 Human Resources Processes for First Consideration to Sierra Leonean Citizens

- 2.3.1 General Processes and Procedures for Outreach, Hiring and Training of Citizens
- 2.3.2 Outreach, Hiring and Training for Citizens from Areas of Operation
- 2.3.3 Outreach, Hiring and Training to assure 100% Citizens in Unskilled and Semi-Skilled Positions
- 2.3.4 Outreach, Hiring and Training for Sierra Leonean Youth
- 2.3.5 Program of training for Sierra Leone Citizens
- 2.3.6 Succession plan for Sierra Leone Citizens
- 2.3.7 Results of Analysis of Vocational, Technical and Tertiary training and Education Institutions

- 2.3.8 Investments in Support for Vocational, Technical and Tertiary Training and Educational Institutions
- 2.3.9 Signed Workforce Agreement
- 2.3.10 Numerical Targets for Workforce and Training (3-year targets and annual targets) [insert print-out of targets entered by Operator into on-line portal]

3. PROCUREMENT PROCESSES FOR FIRST CONSIDERATION TO SIERRA LEONEAN COMPANIES, GOODS AND SERVICES

3.1 Results of Analysis of Sierra Leonean market for Services Providers and Manufacturers 3.2

Restricted Tenders to Sierra Leonean Companies 3.3 Procurement Procedures to Assure Full and Fair Opportunity to Sierra Leonean Companies 3.4 Procedures to Provide Tender and Contract Documents to Local Content Agency 3.5 Local Supplier Development and Technology Transfer Plan

- 3.5.1 Annual Expenditure Budgets for Local Supplier Development and Technology Transfer
- 3.5.2 Initiatives to Build Capability, Capacity and Competitiveness of Sierra Leone companies
- 3.5.3 Initiatives to Facilitate Alliances between Sierra Leonean companies and foreign companies
- 3.5.4 Numerical Targets for Local Procurement and Capacity Development (3-year targets and annual targets)
[insert print-out of targets entered by Operator into on-line portal]

3.6 Local Research and Development Plan

- 3.6.1 Expenditure Budget for R&D
- 3.6.2 Initiatives for Research and Development in Sierra Leone
- 3.6.3 Procedures for issuing public calls for proposals against R&D budget

Appendix E Sierra Leonean Content Plan – Agency Process Checklist

	Action	Complete	Partial	Not Started
Company Designation				
1	Designate which Operators are to prepare and submit 3-year Sierra Leonean Content Plans	☐	☐	☐
2	Communicate designations to Operators and the timing of consultations and submission to the Agency of a final Plan	☐	☐	☐
3	Provide access codes to the Operator to upload Plans to the online portal	☐	☐	☐
4	Respond to requests from Operator to consultation on provisional drafts of Plan			
Review of Sierra Leonean Content Plan				
4	Review submitted Local Content Plan for completeness (apply Completeness Checklist in Guide, Appendix C	☐	☐	☐
5	Issue a Certificate of Authorisation to the Operator within 30 days from the start of the review process	☐	☐	☐
6	Public Review decision YES/NO	☐	☐	☐

7	If Public review, then completion of review process and drafting and communication of conditions to Operator	☐	☐	☐
9	Set up of numerical targets and milestone on on-line platform	☐	☐	☐
Reporting Against Plan				
10	Within 60 days of the start of each year Agency has received Operator's annual Sierra Leonean Content Performance Report and has reviewed the associated quantitative performance against quarterly targets on on-line platform:			
11	Year 1	☐	☐	☐
12	Year 2	☐	☐	☐
13	Year 3	☐	☐	☐
14	On a quarterly basis , Agency has reviewed Operator's performance against targets on on-line platform			
15	Year 1, Q1	☐	☐	☐
16	Year 1, Q2	☐	☐	☐
17	Year 1, Q3	☐	☐	☐
18	Year 1, Q4	☐	☐	☐
19	Year 2, Q1	☐	☐	☐
20	Year 2, Q2	☐	☐	☐
21	Year 2, Q3	☐	☐	☐
	Action	Complete	Partial	Not Started
22	Year 2, Q4	☐	☐	☐
23	Year 3, Q1	☐	☐	☐
24	Year 3, Q2	☐	☐	☐
25	Year 3, Q3	☐	☐	☐
26	Year 3, Q4	☐	☐	☐
Procurement Processes				
27	Within 30 days before the start of each quarter, the Agency has received the Operator's Quarterly Contracts Plan	☐	☐	☐

28	By 1 st day of each quarter, Agency has advised Operator which Contracts are designated for review at tender stage	☐	☐	☐
29	For designated contracts, at least 2 weeks prior EoI stage, Operator provides Agency contract information	☐	☐	☐
30	For designated contracts, at least 2 weeks prior to tender stage, Agency has received from Operator the list of bidders and technical documents relating to tender	☐	☐	☐
31	For designated contracts, prior to contract award stage, Agency has received from Operator information on preferred bidder and award rationale	☐	☐	☐
32	Within 10 days from receipt of pre-award information, Agency has advised Operator which contracts are designated for review at the pre-award stage	☐	☐	☐
33	Designated contracts at pre-award stage reviewed to satisfaction of Agency , and outcome communicated to Operator (including review of Contact Plans for contracts in excess of USD\$5m).	☐	☐	☐
34	Within 30 days from end of each quarter, Agency received from Operator listing of contracts and sub-contracts awarded in previous quarter	☐	☐	☐
Corrective Plans and Audits				
35	Determination of need for Corrective Plan YES/NO	☐	☐	☐
36	If Corrective Plan, then review of progress against this Plan	☐	☐	☐
37	Determination of need for Audit YES/NO	☐	☐	☐
38	If Audit, then completion of Audit process and drafting and communication of feedback to Operator	☐	☐	☐

Appendix F Certificate of Authorisation

CERTIFICATE OF AUTHORISATION Sierra Leonean Content Plan

In accordance with powers under Article 40 of the Sierra Leone Local Content Agency Act, March 2016, the Sierra Leone Local Content Agency hereby approves the Sierra Leonean Content Plan dated [insert date of final plan] submitted by [insert legal name of Operator in Sierra Leone].

On behalf of **Sierra Leone Local Content Agency**

Name:

Position:

Date:

Signature:

In relation to the Sierra Leonean Content Plan dated [insert date of final plan], [Insert legal name of Operator in Sierra Leone] commits to implement the initiatives and activities described in the Plan and deliver the associated numerical targets and any conditions deemed by the Agency as necessary for the Plan to be in compliance with the requirements of the Act.

On behalf of [insert legal name of Operator in Sierra Leone]

Name:

Position:

Date:

Signature:

This certificate is not valid unless signed by both parties