



**RIVERS STATE BUREAU ON PUBLIC  
PROCUREMENT (RSBoPP)**

**STANDARD BIDDING DOCUMENTS**

**For**

**Procurement of Goods**

**PUBLIC PROCUREMENT IN RIVERS STATE**

**JULY 2017**

1. This Standard Bidding Document (SBD) has been prepared by the Rivers State Bureau on Public Procurement to enable a Procuring Entity to select the lowest evaluated Bid. It can also be used for International Competitive Bidding (ICB).
2. This SBD is in accordance with the Rivers State Public Procurement Law No. 4 of 2008 and the policies and procedures prescribed in the Regulations for the Selection of Bidders, regarding the eligibility of Bidders, and has been adapted to the needs of Rivers State from internationally acceptable model formats. The SBD when properly completed will provide all the information that a Bidder needs in order to prepare and submit a bid. This should provide a sound basis on which the Procuring Entity can fairly, transparently and accurately carry out a proper evaluation process of the bids submitted by the Bidders:
3. This SBD can be used when prequalification has been or has not been used. Prequalification is usually not necessary for the procurement of Goods; unless there is a procurement requirement of specialised nature or for custom-designed equipment. In the case of prequalification, for which the Standard Prequalification Document applies, this SBD may have to be adjusted to include the prequalification results.
4. The following guidelines apply for the Procuring Entity when using this SBD:
  - (a) check the relevance of the provisions of the SBD against the requirements of the specific Goods to be procured;
  - (b) tailor the document to the circumstances of the particular Project. The Procuring Entity should only introduce such adjustments in the Sections of the SBD which are specifically designed for this purpose: Section 2: the Special Instructions to Bidders (SIB); Section 4: the Special Conditions of Contract (SCC), Section 6: the Schedule of Requirements; Section 7: Technical Specifications, and Section 8: Drawings. Those details not filled by the Procuring Entity are the responsibility of the Bidder;
  - (c) but *never* change the Instructions to Bidders and the General Conditions of Contract;
  - (d) provide the specific information needed in the italicized notes inside brackets and the boxes with single borders. These notes should also specify where the Bidder should provide information. **Most footnotes and boxes are solely prepared for the use of the Procuring Entity and are not part of the final SBD to be issued. In other words, they should be removed from the final version;**
  - (e) retain the other notes which specify that they are guidance to the Bidders.
  - (f) indicate the name of the project, the contract number, the name of the Procuring Entity and the date of issue on the cover of the document;
5. The Standard Bid Document for the Procurement of Goods has the following contents:

- IFB** **Invitation for Bid (IFB):** This is a repeat of the IFB which was published in the media and on the website of the Procuring Entity announcing the Bid and providing the essential information to prospective Bidders to invite them to participate. It is reprinted here for reference purposes only
- Section 1** **Instructions to Bidders (ITB):** The ITB are standard instructions which guide the Bidders how to prepare their Bids. Standard instructions mean that they cannot be modified by the Procuring Entity. The ITB are based on the Public Procurement Law and its Regulations, from which the procedures for Bid submission, opening, evaluation and Contract award have been derived. They clarify the general evaluation criteria for the selection of the lowest evaluated responsive Bidder and describe the basic qualifications of the Bidder needed for contract execution. This Section cannot be changed under any circumstances.
- Section 2** **Special Instructions to Bidders (SIB).** In this Section the Procuring Entity supplements or adapts the relevant clauses of the ITB to the specific Bid information or project requirements where needed (name of the Procuring Entity, Bid submission date, specific evaluation criteria, amount of Bid security, Bid validity period, alternative Bids permitted or not, fixed price contract or contract subject to price adjustment, goods delivery schedule, domestic preference applies or not, level of performance security to be provided at contract signature, etc). Modifications to the Instructions to Bidders cannot change the Law or the Regulations.
- Section 3** **General Conditions of Contract (GCC).** The GCC define the conditions of contract for Goods in Nigeria and are also based on the Public Procurement Law and Regulations. Like the ITB, the GCC cannot be modified or adapted by the Procuring Entity except through the Special Conditions of Contract (SCC).
- Section 4** **Special Conditions of Contract (SCC).** The SCC supplement or adapt the relevant clauses of the GCC to the specific requirements of the contract (in particular with respect to the starting date, description of the Goods, insurance requirements, percentage of advance payment, payment schedule, interest for payment delays, price adjustment formula, relationship with the supervising engineer, bonus and penalty provisions, performance security, percentage of retention money and/or performance guarantee, warranty and repair/replacement conditions, liquidated damages, inspections and tests, arbitration rules, etc.).
- Section 5** **Standard Bid and Contract Forms.** This Section provides the standard format for the **Bid Submission Sheet, (Form G-1), Price Schedule (Form G-2), Specifications Submission Sheet (Form G-3), Bidder Information Sheet (Form G-4), Manufacturer’s Authorization Letter (Form G-5) and Bid Security (Form G-6)** to be submitted by the Bidder.
- This Section also contains the form of the **Notification of Award (Form G-7)** and the **Contract Agreement (Form G-8)** which, when completed, incorporates any corrections or modifications to the accepted Bid relating to amendments permitted by the Instructions to Bidders, the General Conditions of Contract (GCC), and the Special Conditions of Contract (SCC).

The forms for **Performance Security (Form G-9)** and **Advance Payment Security (Form G-10)** (when required) are to be completed by the successful Bidder after Contract award and these forms must be submitted by the successful Bidder as a condition of contract signature.

**Section 6** **Schedule of Requirements:** provides the List of Goods and Delivery Schedule and the List of Related Services and Completion Schedule and must be carefully prepared by a Procuring Entity for each object of procurement.

**Section 7** **Technical Specifications:** describe the Goods and Related Services to be procured. These are a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity. They must present a clear statement of the required standards of workmanship, materials, goods and related services, in order to achieve the principles of sound public procurement (efficiency, economy, fairness and transparency) and it is essential for the Bidder to provide this information with great diligence if it wants to succeed in a fair evaluation.

**Section 8** **Particular Specifications:** This Section provides further details on special requirements for the Works and modifies or clarifies any General Technical Specifications.

**Section 8** **Drawings:** This Section contains any drawings that supplement the specifications.

*[ enter here the name and address of the Procuring Entity]*

**B I D D O C U M E N T  
FOR THE PROCUREMENT OF  
GOODS**

*[enter here the nature of the goods and related services to be procured]*

**Invitation for Bid No:**

**Issued on:**

**Bid Package No:**

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# **GLOSSARY OF KEY TERMS AND WORDS.**

**Accounting Officer:** Is the administrative head of a Ministry, Department or Agency of Government (MDA) or Procuring Entity (PE) by any title called. He is the person charged with overall supervision of the conduct of all procurement processes in the procuring entity. Thus, he has the overall responsibility for the planning, organization and execution of all public procurements functions in his PE. He also has the final approving right of expenditure in his MDA. An example is a Permanent Secretary for the Ministries; Director General of an Agency, Managing Director or General Manager of public corporations and such titles designating such officer as the chief executive officer.

**Bidder:** Refers to a person who is offering to perform a contract in an advertised public procurement process, a potential party to a procurement contract with a procuring entity, and it must be a legal person- artificial or natural person.

**Bidding Documents:** Refers to the collection of documents issued by the Employer to instruct and inform potential Service Providers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Employer and Supplier.

**Coercive practice;** Harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a Contract.

**Collusive practice;** A scheme or arrangement among two and more Tenderers with or without the knowledge of the Employer (prior to or after Tender submission) designed to establish Tender prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free, open and genuine competition.

**Contract Price;** Price payable to the Contractor as specified in the Contract Agreement or the total Bid Price specified in the Employer's Bid Form.

**Contract;** The Agreement entered into between the Employer and the Contractor to execute, and complete the Works. It shall include other documents such as the drawing and others the parties may agree upon

**Corrupt practice;** Offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual a gratuity in

any form, an employment or any other thing or service of value, as an inducement with respect to an actor decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding.

**Days:** This means calendar days.

**Defect:** This includes any part of the Works not completed or executed with a substandard material that are not in accordance with the Contract's terms and conditions.

**Employer;** The Employer is the party named in the SCC who employs the Contractor to carry out the Supply of Goods.

**Fraudulent practice;** A misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a Contract to the detriment of the Employer.

**General conditions of Contract (GCC):** These are the common terms of a contract, usually forming part of the bidding documents, that set the minimum performance requirements for the contractor and usually also include the rights and responsibilities of the parties involved. They do not form part of the actual product neither are they directly related to the physical construction activities.

**Goods:** Means all of the commodities, raw materials, machineries and equipment, products and/or other materials in solid, liquid or gaseous form that the Supplier is required to supply to the Procuring Entity under the Contract, as specified in the SCC.

**Instruction to Bidders:** Standard instructions which guide the Bidders on how to prepare their bids. Standard instructions mean that they cannot be modified by the Procuring Entity

**International Competitive Bidding (ICB):** This means the solicitation of bids from both domestic and foreign bidders.

**Invitation to Bidders (IFB):** This is the procedure the Procuring Entities use to invite competitive offers from qualified suppliers and/or contractors; in the form of advertisement soliciting for offers from service providers for the procurement of Works, Goods and Services.

**Law:** The Rivers State Public Procurement Law No. 4 of 2008

**Minor deviations:** Deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.

**National Competitive Bidding:** This means the solicitation of bids from domestic bidders incorporated to carry on business under Nigerian Law.

**Obstructive practice;** Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede relevant authorities' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or intimidation of any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

**Pre-Qualification:** refers to the process of identifying the most suitable contractors, suppliers, service providers based on precise criteria as to qualification on who will be invited to bid or tender for contracts.

**Procuring Entities:** These are Ministries, Departments or Agencies of Government popularly known as the MDAs who seek to procure Works, Goods and Services with Public funds from qualified Service Providers selected in accordance with the Law.

**Public funds:** Refers to money that is generated by the government to provide goods, works and services for the general public.

**Public Procurement:** This means procurement by Procuring entities using Public funds.

**Qualification Criteria:** The necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, including after-sales service where appropriate, that the Bidder is expected to possess in order to be qualified to perform the Contract.

**Related Services** These are services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract

**Shopping:** Refers to the method of Procurement for procuring frequently used and readily available off the shelf goods, commodities, works or services not exceeding the threshold set by the RSBoPP from time to time.

**Single Sourcing (Direct Contracting):** Refers to a method of Procurement of Goods, works or services from a single supplier or Contractor. It entails no competition and therefore should be used on exceptional circumstances only.

**Special conditions of contract (SCC):** Refers to the terms and conditions in a document forming part of the tender document which spells out the detail specification/obligations of the parties and relating directly to the Contract under consideration.

**Special Instruction to Bidders:** Where the Procuring Entity supplements or adapts the relevant clauses of the ITT to the specific tender information or project requirements where needed.

**Standard Bidding Document(SBD):** These are useful tools for both procuring entities as well as bidders/participants which contain instructions and provisions corresponding to the specific type of procurement processes. The objective is to ensure compliance with the principles of the Law which in turn shall result in economy, transparency and efficiency in the execution of procurement projects.

**Subcontracting Arrangement:** An arrangement where any part of the contract is assigned to a natural or legal person or combination of the two.

**Subcontractor:** Means any natural person, private or Government entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Supplier to carry out a part of the supply in the Contract, or a part of the Related Services of the Contract.

**Technical Specifications:** Describe the Goods and Related Services to be procured. These are a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity.

**Validity Period:** This is the period of time during which a Bidder agrees not to increase the cost of its bid or to remove any component of the bid.

*[Note: The Invitation for Bids that follows on the next page is the standard format as it should appear on the website. The procuring entity should ensure that a hard copy of the Invitation for Bids as actually published is included in the issued Bid Document.]*

# Invitation for Bids

(Here follows a copy of the advertisement as published in the media and the website of the Procuring Entity)

## Section 1. Instructions to Bidders

### A. General

- 1. Scope of Bid**
  - 1.1 The Procuring Entity, as indicated in the Special Instructions to Bidders (SIB), issues this Bid Document for the supply of Goods, and Related Services incidental thereto, as specified in the SIB and as detailed in Section 6: Schedule of Requirements. The name of the Bid and the number and identification of its constituent lot(s) are stated in the SIB.
  - 1.2 The successful Bidder will be required to complete the delivery of the goods and related services (when applicable) as specified in the Special Conditions of Contract (SCC).
  - 1.3 Throughout this Bid Document:
    - (a) the term “in writing” means communicated in written form with proof of receipt;
    - (b) if the context so requires, singular means plural and vice versa; and
    - (c) “day” means calendar day.
- 2. Source of Funds**
  - 2.1 The Procuring Entity has been allocated public funds as indicated in the SIB and intends to apply a portion of the funds to eligible payments under the contract for which this Bid Document is issued.
  - 2.2 For the purpose of this provision, “public funds” means any monetary resources appropriated to Procuring Entities under Government budget, or revenues generated by statutory bodies and corporations or aid grants and credits put at the disposal of Procuring Entities by Government.
- 3. Corrupt, Fraudulent, Collusive or Coercive Practices**
  - 3.1 The Government requires that all parties involved in public procurement, including Procuring Entities, Bidders, Suppliers, Contractors, and Consultants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
  - 3.2 In pursuance of this requirement, the Procuring Entity shall:
    - (a) exclude the Bidder from participation in the procurement proceedings concerned or reject a proposal for award; and
    - (b) declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public

funds;

if it, at any time, determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.

- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Procuring Entity, it shall, in the first place, allow the Bidder to provide an explanation and shall, take Actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and the Procuring Entity related to matters of alleged fraud or corruption shall be in writing.
- 3.4 In pursuance of this policy, no Bidder or Procurement Official shall engage in any:
- (a) corrupt practice, which means the offering, giving, receiving, or soliciting of anything of value to influence the Action of a public official in the procurement process or in contract execution;
  - (b) fraudulent practice, which means a misrepresentation or omission of facts in order to influence a procurement process or contract execution to the detriment of the Employer;
  - (c) collusive practices, which means a scheme or an arrangement between two or more Bidders with or without the knowledge of the Employer, including non-disclosure of subsidiary relationships, designed to establish bid prices at artificial, non-competitive levels thereby depriving the Employer of the benefits of free and open competition;
  - (d) coercive practice, which means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- 3.5 The Bidder shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 38.1(c).
- 3.6 The Government requires that the Procuring Entity's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

#### **4. Eligible Bidders**

- 4.1 This Invitation for Bids is open to eligible Bidders from [all countries], [except for any specified in the SIB]. In order to be eligible for public procurement, Bidders must
- (a) have the necessary professional and technical qualifications, managerial competence, bonafide reputation, financial viability, equipment and other physical facilities, including after sale service where appropriate, and qualified personnel to perform the contract;
  - (b) not have any directors who have been convicted in any country for criminal offence related to fraudulent or corruptive practices, or

criminal misrepresentation or falsification of facts relating to any matter.

- 4.2 A Bidder may be a physical or juridical individual or body of individuals, or company, association or any combination of them under agreement in the form of an intended or existing joint venture, consortium or association (JVA), invited to take part in public procurement or seeking to be so invited or submitting a Bid in response to an Invitation for Bids. All members of the JVA shall be jointly and severally liable to the Procuring Entity. JVA is distinct from Supplier, Sub-supplier arrangement where the entire responsibility for contract execution rests with the Supplier.
- 4.3 A Government-owned enterprise in Nigeria may also participate in the Bid if it is legally and financially autonomous, operates under commercial law, and is not a dependent agency of the Government.
- 4.4 The Bidder shall provide in Section 5: Bid and Contract Forms, a statement that the Bidder (including all members of a JVA) is not associated, nor has been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the specifications and other documents for this Invitation for Bids.
- 4.5 The Bidder shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITB Sub-Clause 3.2.
- 4.6 The Bidder with a consistent history of litigation or a number of arbitration awards against it, shall not be eligible to Bid. The Bidder shall supply the information requested in para 3.3 of the Bidder Information Sheet (Form G-4)
- 4.7 The Bidder shall have the legal capacity to enter into the contract.
- 4.8 The Bidder shall not be insolvent, be in receivership, be bankrupt or be wound up, its business Activities shall not be suspended, and it shall not be the subject of legal proceedings for any of the foregoing.
- 4.9 The Bidder shall have fulfilled its obligations to pay taxes and social security contributions under the relevant laws and regulations.

**5. Eligible Goods and Related Services**

- 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country disqualified in the SIB.
- 5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.
- 5.3 The origin of goods and services is distinct from the nationality of the Bidder.

**6. Site Visit**

- 6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at Site, the Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.
- 6.2 The Bidder should ensure that the Procuring Entity is informed of the visit in adequate time to allow it to make appropriate arrangements.

6.3 The costs of visiting the Site shall be at the Bidder's own expense.

## **B. Bid Document**

- 7. Bid Document: Sections**
- 7.1 The Sections comprising the Bid Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITB Clause 10.
- Section 1 Instructions to Bidders (ITB)
  - Section 2 Special Instructions to Bidders (SIB)
  - Section 3 General Conditions of Contract (GCC)
  - Section 4 Special Conditions of Contract (SCC)
  - Section 5 Bid and Contract Forms
  - Section 6 Schedule of Requirements
  - Section 7 Technical Specifications
  - Section 8 Drawings
- 7.2 The Procuring Entity will reject any Bid submission if the Bid Document was not purchased directly from the Procuring Entity.
- 7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid Document as well as in Bid Amendments, if any. Failure to furnish all information or documentation required by the Bid Document may result in the rejection of the Bid.
- 8. Bid Document: Clarification**
- 8.1 A prospective Bidder requiring any clarification of the Bid Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the SIB. The Procuring Entity will respond in writing to any request for clarification received no later than fourteen (14) days prior to the deadline for submission of Bids.
- 8.2 The Procuring Entity shall forward copies of its response to all those who have purchased the Bid Document, including a description of the enquiry but without identifying its source.
- 8.3 Should the Procuring Entity deem it necessary to amend the Bid Document as a result of a clarification, it shall do so following the procedure under ITB Clause 10 and ITB Sub-Clause 30.3.
- 9. Bid Document: Pre-Bid Meeting**
- 9.1 To clarify issues and to answer questions on any matter arising in the Bid Document, the Procuring Entity may, if stated in the SIB, invite prospective Bidders to a Pre-Bid Meeting at the place, date and time as specified in the SIB. Bidders are encouraged to attend the meeting, if it is held.
- 9.2 The Bidder is requested to submit any questions in writing so as to reach the Procuring Entity not later than five (5) working days prior to the date of the meeting.
- 9.3 Minutes of the pre-Bid meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within seven (7) days to all those who purchased the Bid Document. Any modification to the Bid Document listed in ITB Sub-Clause



7.1 that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Entity exclusively through the issue of an Amendment pursuant to ITB Clause 10 and not through the minutes of the pre-Bid meeting.

9.4 Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

**10. Bid Document: Amendment**

10.1 At any time prior to the deadline for submission of Bids, the Procuring Entity for any reason, on its own initiative or in response to a clarification request in writing from a Bidder, having purchased the Bid Document, may amend the Bid Document by issuing an amendment.

10.2 Any amendment issued shall become an integral part of the Bid Document and shall be communicated in writing to all those who have purchased the Bid Document.

10.3 To give a prospective Bidder reasonable time in which to take an amendment into account in preparing its Bid, the Procuring Entity may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB Sub-Clause 30.3. In the event that an amendment is issued with a period of only one-third or less of the Bidding period remaining, then the deadline for the submission of Bids may be extended by the Procuring Entity, if so requested by a substantial number of Bidders.

### **C. Qualification Criteria**

**11. General Criteria**

11.1 The Bidder shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, including after-sales service where appropriate, managerial capability, specific experience, reputation, and the personnel to perform the contract.

11.2 To qualify for a multiple number of lots in a package for which Bids are invited in the Invitation for Bids, The Bidder shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lots

**12. Experience Criteria**

12.1 The Bidder shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:

- (a) a minimum number of years of overall experience in the supply of goods and related services as specified in the SIB;
- (b) specific experience in the supplying of similar goods and related services as specified in the SIB;
- (c) a minimum production capacity or availability of equipment as specified in the SIB; and
- (d) in case of a Bidder offering to supply goods which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods.

**13. Financial**

13.1 The Bidder shall have the following minimum level of financial capacity

**Criteria**

to qualify for the supply of goods under the contract:

- (a) The satisfactory completion of supply of similar goods of value stated in the SIB under a single contract in the last five years; and
- (b) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the SIB.

**D. Bid Preparation**

- 14. Only One Bid** 14.1 A Bidder shall submit only one (1) Bid for each lot, either individually or as a Member in a JVA. A Bidder who submits or participates in more than one (1) Bid for each lot will cause all the Bids with that Bidder's participation to be rejected.
- 15. Bid Preparation Costs** 15.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 16. Language** 16.1 The Bid, as well as all correspondence and documents relating to the Bid shall be written in the English language, unless specified otherwise in the SIB. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 16.2 The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 17. Contents of Bid** 17.1 The Bid prepared by the Bidder shall comprise the following:
- (a) the Bid Submission Sheet (Form G-1);
  - (b) the Price Schedule (Form G-2) completed in accordance with ITB Clauses 18, 20 and 21;
  - (c) Original Bid Security (Form G-6) completed in accordance with ITB Clause 27;
  - (d) Specifications Submission Sheet (Form G-3) completed in accordance with ITB Clause 18;
  - (e) alternative Bids, if permitted, in accordance with ITB Clause 19;
  - (f) written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 28;
  - (g) documentary evidence in accordance with ITB Clause 22 establishing the Bidder's eligibility to Bid, including the Bidder Information Sheet (Form G-4) and the Manufacturer's Authorisation Letter (Form G-5), when applicable;
  - (h) documentary evidence in accordance with ITB Clauses 23 and 37 that the Goods and Related Services are of eligible origin and conform to the Bid Document;
  - (i) documentary evidence in accordance with ITB Clause 24 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

(j) any other document as specified in the SIB.

- 18. Bid Submission Sheet, Price Schedules and Specifications Submission Sheet**
- 18.1 The Bidder shall submit the completed Bid Submission Sheet (Form G-1) as furnished in Section 5: Bid and Contract Forms. This document shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Bid may be rejected as being non-responsive.
- 18.2 The Bidder shall submit the completed Price Schedule for Goods and Related Services (Form G-2) as furnished in Section 5: Bid and Contract Forms.
- 18.3 The Bidder shall submit the completed Specifications Submission Sheet (Form G-3) as furnished in Section 5: Bid and Contract Forms.
- 18.4 All the documents mentioned in ITB Sub-Clauses 18.1 to 18.3 shall be completed without any alterations to their format, filling in all blank spaces with the information requested, failing which the Bid may be rejected as being non-responsive.
- 19. Alternative Bids**
- 19.1 Unless otherwise stated in the SIB, alternative Bids shall not be considered.
- 20. Bid Prices and Discounts**
- 20.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet (Form G-1) and in the Price Schedule (Form G-2) shall conform to the requirements specified below.
- 20.2 All items for each lot, as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule (Form G-2). For any item listed in the Schedule of Requirements, but not shown in the Price Schedule, it shall be assumed that the item is not included in the Bid. For any item listed in the Schedule of Requirements, but shown unpriced in the Price Schedule, it shall be assumed that the price is included in the prices of other items. In all cases the Bid shall be evaluated in accordance with ITB Sub-Clause 20.3.
- 20.3 Bids are being invited either for individual lots or for any combination of lots and prices quoted shall correspond to 100% of the items and quantities specified for each lot. If so indicated in the SIB, Contracts may be awarded on a lot-by-lot basis and Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their Bid the price reductions applicable to each lot or combination of lots.
- 20.4 The Bidder shall indicate on the Price Schedule (Form G-2) the unit prices (where applicable) and the total price of the lot it proposes to supply under the contract.
- 20.5 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable : (i) on the components and raw materials used in the

manufacture or assembly of goods quoted ex works or ex factory; or (ii) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom or off-the-shelf;

- (b) any local taxes (VAT and other taxes) which will be payable on the goods if the contract is awarded;
- (c) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the SIB; and
- (d) the price of other related (incidental) services, if any, listed in the SIB.

20.6 The Bidder's separation of price components in accordance with ITB Sub-Clause 20.5 will be solely for the purpose of facilitating the comparison of Bids by the Procuring Entity and will not in any way limit the Procuring Entity's right to contract on any of the terms offered.

20.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not be subject to variation on any account, unless otherwise specified in the SIB.

## **21. Bid Currency**

21.1 All prices shall be quoted in Naira.

## **22. Documents Establishing Eligibility of the Bidder**

22.1 The Bidder shall submit documentary evidence to establish its eligibility in accordance with ITB Clause 4 and, in particular, shall:

- (a) complete the eligibility declarations in the Bid Submission Sheet (Form G-1), furnished in Section 5: Bid and Contract Forms; and
- (b) if in accordance with ITB Sub-Clause 4.2, the Bidder is an existing or intended JVA, it must submit the Bidder Information Sheet (Form G-4) and a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorised signatories of all the parties to the existing or intended JVA, as appropriate.

22.2 If so specified in the SIB, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorisation Letter (Form G-5) furnished in Section 5: Bid and Contract Forms, to demonstrate that it has been duly authorised by the Manufacturer or producer of the Goods to supply the Goods to Nigeria.

## **23. Goods and Related Services: Documents Establishing Eligibility**

23.1 To establish the conformity of the Goods and Related Services to the Bid Document, the Bidder shall furnish as part of its Bid the documentary evidence that the goods conform to Section 7: Technical Specifications.

23.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating the substantial responsiveness of the Goods and Related Services to those requirements of Section 7: Technical Specifications, and if applicable, a statement of deviations and exceptions. The Bidder shall note that standards for workmanship, material, and equipment as well as references to brand names or catalogue numbers designated by the Procuring Entity in its Technical Specifications, are

intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards/ brand names, etc. in its Bid provided that it demonstrates to the Procuring Entity's satisfaction that substitutions ensure substantial equivalence.

23.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the SIB, following commencement of the use of the goods by the Procuring Entity.

**24. Documents  
Establishing  
Qualifications  
of the Bidders**

24.1 Bidders shall submit documentary evidence to meet the qualification criteria specified in Sub-Section C, Qualification Criteria of the ITB.

24.2 Bidders shall submit the Bidder Information Sheet (Form G-4) furnished in Section 5: Bid and Contract Forms.

24.3 Bidders shall include the following information and documents with their Bids:

- (a) total monetary value of similar goods supplied for each of the last five (5) years;
- (b) details of major supplies of similar types of Goods over the last five (5) years, and clients who may be contacted for further information on those contracts;
- (c) financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating the availability of liquid assets to successfully complete the contract;
- (d) authority to seek references from the Bidder's Bankers; and
- (e) information on past (5 years) litigation in which the Bidder has been involved or in which the Bidder is currently involved.

24.4 Bids submitted by a JVA shall comply with the following requirements, and any other requirements as specified in the SIB:

- (a) the Bidder shall include all the information listed in ITB Sub-Clause 24.3 for each JVA Member;
- (b) the Bid shall be signed so as to be legally binding on all Members;
- (c) all Members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the Members will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all Members of the JVA; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the Member in charge.

**25. Disqualification  
of Bidders**

25.1 The Procuring Entity shall disqualify a Bidder who submits a document containing false information for purposes of qualification or misleads or makes false representations in proving its qualification requirements. If such an occurrence is proven, the Procuring Entity may declare such a Bidder ineligible, either indefinitely or for a stated period of time, from

participation in future procurement proceedings.

25.2 The Procuring Entity may disqualify a Bidder who has a record of poor performance, such as abandoning the supply, not properly completing the contract, inordinate delays, litigation history or financial failures.

## **26. Bid Validity**

26.1 Bids shall remain valid for the period specified in the SIB after the date of Bid submission prescribed by the Procuring Entity, pursuant to ITB Clause 30. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

26.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may solicit the Bidders' consent to an extension of the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security provided under ITB Clause 27, shall also be suitably extended promptly. If a Bidder does not respond or refuses the request it shall not forfeit its Bid Security, but its Bid shall no longer be considered in the evaluation proceedings. A Bidder agreeing to the request will not be required or permitted to modify its Bid.

## **27. Bid Security**

27.1 The Bidder shall furnish as part of its Bid, a Bid Security in original form (Form G-6) and in the amount specified in the SIB.

27.2 The Bid Security shall:

(a) at the Bidder's option be either;

(i) in the form of a bank draft or pay order; or

(ii) in the form of an irrevocable bank guarantee (Form G-6) issued by a commercial Bank of Nigeria in the format furnished in Section 5: Bid and Contract Forms;

(b) be payable promptly upon written demand by the Procuring Entity in the case of the conditions listed in ITB Sub-Clause 27.5 being invoked; and

(c) remain valid for a period of twenty-eight (28) days beyond the original validity period of Bids, or beyond any period of extension subsequently requested in ITB Sub-Clause 26.2.

27.3 A Bid not accompanied by a valid Bid Security in accordance with ITB Sub-Clause 27.2, shall be rejected by the Procuring Entity as non-responsive.

27.4 Unsuccessful Bidders' Bid Security will be discharged or returned within twenty-eight (28) days of the end of the Bid validity period specified in ITB Sub-Clause 26.1 and 26.2. The Bid Security of the successful Bidder will be discharged upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 50 and signing the Contract Agreement.

27.5 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 26.2; or

(b) if the successful Bidder fails to:

(i) accept the correction of its Bid Price pursuant to ITB Sub-

Clause 39.3; or

- (ii) furnish a Performance Security in accordance with ITB Clause 50; or
- (iii) sign the Contract in accordance with ITB Clause 51.

27.6 The Bid Security of a JVA shall be in the name of the JVA that submits the Bid. If the JVA has not been legally constituted at the time of Bidding, the Bid Security shall be in the name of all intended JVA Members as named in the letter of intent mentioned in ITB Sub-Clause 22.1(b).

## **28. Bid Format and Signing**

28.1 The Bidder shall prepare one (1) original of the documents comprising the Bid as described in ITB Sub-Clause 17.1 and clearly mark it "ORIGINAL". In addition, the Bidder shall prepare the number of copies of the Bid, as specified in the SIB and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

28.2 The original and each copy of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written authorisation and shall be attached to the Bidder Information Sheet (Form G-4). The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the original and of each copy of the Bid, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Bid.

28.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Bid.

## **E. Bid Submission**

## **29. Bid Sealing and Marking**

29.1 The Bidder shall enclose the original in one (1) envelope and all the copies of the Bid in another envelope, duly marking the envelopes as "ORIGINAL" and "COPY." The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope.

29.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Procuring Entity at the address specified in the SIB;
- (c) bear the name of the Bid and the Bid Number as specified in the SIB; and
- (d) bear a statement "DO NOT OPEN BEFORE..." the time and date for Bid opening as specified in the SIB.

29.3 If all envelopes are not sealed and marked as required by ITB Sub-Clause 29.2, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Bid.

## **30. Bid Submission Deadline**

30.1 Bids must be received by the Procuring Entity at the address specified in ITB Sub-Clause 29.2 no later than the date and time as specified in the SIB.

- 30.2 Bids may be hand delivered, posted by registered mail or sent by courier. The Procuring Entity shall, on request, provide the Bidder with a receipt showing the date and time when its Bid was received.
- 30.3 The Procuring Entity may, at its discretion, extend the deadline for the submission of Bids by amending the Bid Document in accordance with ITB Clause 10, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended.
- 31. Late Bids** 31.1 Any Bid received by the Procuring Entity after the deadline for submission of Bids in accordance with ITB Clause 30 shall be declared late, will be rejected, and returned unopened to the Bidder.
- 32. Bid Modification, Substitution or Withdrawal** 32.1 A Bidder may modify, substitute or withdraw its Bid after it has been submitted by sending a written notice, duly signed by the same authorised representative, and shall include a copy of the authorisation in accordance with ITB Sub-Clause 28.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Bid must accompany the respective written notice. The written notice must be:
- (a) submitted in accordance with ITB Clauses 28 and 29 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION” “SUBSTITUTION,” OR “WITHDRAWAL,” and
  - (b) received by the Procuring Entity prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 30.
- 32.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 32.1 shall be returned unopened to the Bidders, only after the Bid opening.
- 32.3 No Bid shall be modified, substituted or withdrawn after the deadline for submission of Bids specified in ITB Clause 30.

## **F. Bid Opening and Evaluation**

- 33. Bid Opening** 33.1 The Procuring Entity shall open the Bids in public, including modifications or substitutions made pursuant to ITB Clause 32, at the time, on the date, and at the one place specified in the SIB. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 32 shall not be opened. Bidders or their authorised representatives shall be allowed to attend and witness the opening of Bids, and shall sign a register evidencing their attendance.
- 33.2 The name of the Bidder, Bid modifications, substitutions or withdrawals, total amount of each Bid, number of corrections, discounts, and the presence or absence of a Bid Security, any alternatives if so permitted, and such other details as the Procuring Entity, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those discounts and alternative offers read out at the Bid opening shall be considered for evaluation. All pages of the original of the Bids, except for un-amended printed literature, will be initialled by a minimum of three (3) members of the Procuring Entity’s Bid Opening Committee.
- 33.3 Minutes of the Bid opening shall be made by the Procuring Entity and



furnished to any Bidder upon receipt of a written request. The minutes shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution or modification, the Bid Price, per lot if applicable, including any discounts and alternative offers, and the presence or absence of a Bid Security, if one was required.

- 33.4 Bids not opened and read out at the Bid opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Bidder.
- 33.5 No Bid shall be rejected at the Bid opening, except for late Bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 31.
- 34. Confidentiality** 34.1 After the opening of Bids, information relating to the examination, clarification, and evaluation of Bids and recommendations for award shall not be disclosed to Bidders or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.
- 35. Bid Clarification** 35.1 The Procuring Entity may ask Bidders for clarification of their Bids in order to facilitate the examination and evaluation of Bids. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Bid shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Procuring Entity in the evaluation of the Bids, in accordance with ITB Clause 39.
- 36. Bidders Contacting the Procuring Entity** 36.1 Following the opening of the Bids and until the Contract is signed no Bidder shall make any unsolicited communication to the Procuring Entity or try in any way to influence the Procuring Entity's examination and evaluation of the Bids.
- 36.2 Any effort by a Bidder to influence the Procuring Entity in its decisions on the examination, evaluation, comparison, and post-qualification of the Bids or Contract award may result in the rejection of its Bid.
- 36.3 Notwithstanding ITB Sub Clause 36.1, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
- 37. Bid Responsiveness** 37.1 The Procuring Entity's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 37.2 A substantially responsive Bid is one that conforms in all respects to the requirements of the Bid Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in any substantial way or is inconsistent with the Bid Document, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

- 37.3 If a Bid is not substantially responsive to the Bid Document it shall be rejected by the Procuring Entity and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
- 37.4 There shall be no requirement as to the minimum number of responsive Bids.
38. Non-conformities, Errors, and Omissions
- 38.1 The Procuring Entity may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Bid Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.
- 38.2 Provided that a Bid is substantially responsive, the Procuring Entity may request that the Bidder submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure by the Bidder to comply with the request may result in the rejection of its Bid.
39. Correction of Arithmetical Errors
- 39.1 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of the Procuring Entity, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 39.2 Any arithmetical error or other discrepancy, as stated in ITB Sub-Clause 39.1, is found it shall be immediately notified to the concerned Bidder.
- 39.3 Any Bidder that does not accept the correction of errors as determined by the application of ITB Sub-Clause 39.1, its Bid shall be disqualified and its Bid Security may be forfeited.
40. Preliminary Examination
- 40.1 The Procuring Entity shall firstly examine the Bids to confirm that all documentation requested in ITB Clause 17 has been provided, and to determine the completeness of each document submitted.
- 40.2 The Procuring Entity shall assess whether the Bidder's Qualifications as per Section C of the SIB are substantially met. Any negative determination by the Procuring Entity will result in rejecting the Bid as non-responsive without the

need for further evaluation as per ITB Clauses 41 and 42.

41. Bid: Technical Evaluation
- 41.1 The Procuring Entity shall secondly examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 41.2 The Procuring Entity shall evaluate the technical aspects of the Bids submitted in accordance with ITB Clause 23, to confirm that all requirements specified in Section 7: Technical Specifications, have been met without any material deviation or reservation.
- 41.3 If, after the examination of the terms and conditions and the technical aspects of the Bid, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 37, it shall reject the Bid.
42. Financial Evaluation
- 42.1 The Procuring Entity shall thirdly evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 42.2 To evaluate a Bid, the Procuring Entity shall consider the following:
- (a) the Bid price as quoted in accordance with ITB Clauses 18 and 20, excluding local taxes (VAT and other taxes) which will be payable on the goods if contract is awarded);
  - (b) price adjustment for correction of arithmetical errors pursuant to ITB Sub-Clause 39.1;
  - (c) the applicable economic factors of evaluation set out in ITB Sub-Clause 42.3.
- 42.3 The Procuring Entity's economic evaluation of a Bid will take into account, in addition to the delivered price offered in accordance with ITB Sub-Clause 18.1, one or more of the factors affecting the economic value of the Bid from the list below, as specified in the SIB, and as quantified in ITB Sub-Clause 42.5:
- (a) the delivery schedule offered in the Bid; and
  - (b) the cost of components, mandatory spare parts, and service;
  - (c) the availability in Nigeria of spare parts and after-sales services for the equipment offered in the Bid;
  - (d) the projected operating and maintenance costs during the anticipated life-cycle of the equipment;
  - (e) the performance and productivity of the equipment offered; or
  - (f) any other specific criteria as specified in Section 7: Technical Specifications.
- 42.4 For those factors specified in ITB Sub Clause 42.3 which are selected to be considered in the evaluation of the Bids, one or more of the following quantification methods shall be applied, as specified in the SIB.
- (a) *Delivery schedule:*
- (i) The goods covered under the IFB are required to be delivered at the time specified in Section 6: Schedule of Requirements. Treating the Bid with the earliest delivery as the base, a delivery 'adjustment' will be calculated for other Bids for the purpose of evaluation, by applying a percentage, as specified in the SIB, of the Bid price for

each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.

or

- (ii) The goods covered under the IFB are required to be delivered within an acceptable range of weeks as specified in Section 6: Schedule of Requirements. No credit shall be allowed to earlier deliveries, and Bids offering delivery beyond this range shall be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the SIB, will be added, for the purpose of evaluation, to the Bid price of Bids offering deliveries later than the earliest delivery period specified in Section 6: Schedule of Requirements.

or

- (iii) The goods covered under the IFB are required to be delivered in partial shipments, as specified in Section 6: Schedule of Requirements. Bids offering deliveries later than the specified deliveries will be adjusted for the purpose of evaluation by adding to the Bid price a factor equal to a percentage, as specified in the SIB, of the Bid price per week of variation from the specified delivery schedule.

- (b) *Cost of components and mandatory spare parts:*

The schedule of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the SIB is annexed to Section 7: Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.

- (c) *Spare parts and after sales service facilities in Nigeria:*

The cost to the Procuring Entity of establishing the minimum service facilities and parts inventories, as outlined in the SIB or Section 7: Technical Specifications, if quoted separately, shall be added to the Bid price.

- (d) *Projected operating and maintenance costs:*

Operating and maintenance costs of the goods will be evaluated in accordance with the criteria specified in the SIB or in Section 7: Technical Specifications.

- (e) *Performance and productivity of the equipment:*

- (i) Bidders shall state the guaranteed performance or efficiency of their equipment offered in response to Section 7: Technical Specifications. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the SIB will be added to the Bid price for the purpose of evaluation, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in Section 7: Technical Specifications.

or

- (i) Equipment offered shall have a minimum productivity specified under the relevant provision in Section 7: Technical Specifications, to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of

goods offered in the Bid, and adjustment will be added to the Bid prices for the purpose of evaluation, using the methodology specified in Section 7: Technical Specifications.

(f) *Specific additional criteria:*

Other specific additional criteria to be considered in the evaluation and the evaluation method to be used for such criteria shall be as specified in the SIB and/or Section 7: Technical Specifications.

- 42.5 If so indicated in the SIB (ITB Sub-Clause 20.3), the Bid Document shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder following the methodology specified in ITB Sub-Clause 42.6.
- 42.6 To determine the lowest evaluated lot, or combination of lots, the Procuring Entity shall:
- (a) evaluate only the lot or lots which comply with the requirements specified in ITB Sub-Clause 20.3;
  - (b) take into account:
    - (i) the experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual lots;
    - (ii) the lowest-evaluated Bid for each lot calculated in accordance with the requirements of Evaluation Criteria;
    - (iii) the price reduction per lot or combination of lots and the methodology for their application as offered by the Bidder in its Bid; and
    - (iv) the Contract award sequence that provides the optimum economic combination, taking into account any limitations due to constraints in supply or execution capacity determined in accordance with the post-qualification criteria under ITB Clause 45.
- 42.7 A margin of preference shall be applied to domestic Bids, if so specified in the SIB.
43. No Negotiation
- 43.1 No negotiation shall be held with the lowest or any other Bidder.
- 43.2 A Bidder shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Bid Document, to change its price or otherwise to modify its Bid.
44. Bid Comparison
- 44.1 The Procuring Entity shall compare all substantially responsive Bids to determine the lowest-evaluated Bid, in accordance with ITB Clause 42.
45. Post-qualification
- 45.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 45.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 24, to clarifications in accordance with ITB Clause 35 and the qualification criteria indicated in ITB Clauses 11, 12 and 13. Factors not included therein shall not be used in the evaluation of the Bidder's qualification.

- 45.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
46. Procuring Entity's Right to Accept or to Reject Any or All Bids 46.1 The Procuring Entity reserves the right to accept any Bid, to annul the Bid process, or to reject any or all Bids, at any time prior to contract award, without thereby incurring any liability to the affected Bidders, or any obligation to inform Bidders of the grounds for the Procuring Entity's action.

## **G. Contract Award**

47. Award Criteria 47.1 The Procuring Entity shall award the Contract to the Bidder whose offer is substantially responsive to the Bid Document and that has been determined to be the lowest evaluated responsive Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
48. Procuring Entity's Right to Vary Quantities 48.1 The Procuring Entity reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentages indicated in the SIB, and without any change in the unit prices or other terms and conditions of the Bid and the Bid Document.
49. Notification of Award 49.1 Prior to the expiration of the period of Bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 49.2 Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
- 49.3 The Notification of Award shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.
50. Performance Security 50.1 Within fourteen (14) days of the receipt of Notification of Award from the Procuring Entity, the successful Bidder shall furnish Performance Security for the due performance of the Contract in the amount specified in the SIB, using for that purpose the Performance Security Form (Form G-8) furnished in Section 5: Bid and Contract Forms.
- 50.2 The Performance Security shall be valid until a date twenty-eight (28) days after the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 50.3 The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
51. Contract: Signing 51.1 At the same time as the Procuring Entity issues the Notification of Award, the Procuring Entity shall send the Contract Agreement and all documents forming the Contract, to the successful Bidder.

- 51.2 Within twenty-one (21) days of receipt of the Contract Agreement, and within one week after having delivered a valid Performance Security to the Procuring Entity, the successful Bidder shall sign, date and return the Contract Agreement to the Procuring Entity.
- 51.3 Failure of the successful Bidder to submit the Performance Security pursuant to ITB Clause 50 or sign the Contract pursuant to ITB Sub-Clause 51.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, the Procuring Entity may award the Contract to the next lowest evaluated responsive Bidder at their quoted price (corrected for arithmetical errors), who is assessed by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- 51.4 Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Bidder, the Procuring Entity shall discharge and return the successful Bidder's Bid Security, and those of the unsuccessful Bidders.
52. Advising Unsuccessful Bidders
- 52.1 Upon the successful Bidder furnishing Performance Security pursuant to ITB Clause 50, and signing the Contract pursuant to ITB Sub-Clause 51.2, the Procuring Entity shall also notify all other Bidders that their Bids have been unsuccessful.
- 52.2 The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification in accordance with ITB Sub-Clause 52.1, requests in writing for the Procuring Entity to communicate the grounds on which its Bid was not selected.
53. Bidders Right to Complain
- 53.1 Any Bidder has the right to complain if it has suffered or may suffer loss or damage in accordance with Section 51 of the Public Procurement Law.
- 53.2 The complaint shall first be processed by an accounting officer of the Procuring entity, on submission of a complaint by the bidder, and if said officer fails to make a decision, the bidder shall then apply to the Bureau.
- 53.3 If not satisfied with the outcome of the decision of the Bureau, the bidder shall seek an Administrative review, following the procedures set out in Section 51 of the Public Procurement Law. The place and address for the submission of complaints to the Administrative Authority shall be provided in the SIB, and such decisions of the Arbitrator shall be final

## Section 2. Special Instructions to Bidders

*Instructions for completing the Special Instructions to Bidders are provided, as needed, in the notes in italics mentioned for the relevant ITB clauses.*

ITB Clause	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. General</b>	
<b>ITB 1.1</b>	<p>The Procuring Entity is <i>[state name of Procuring Entity]</i> represented by <i>[state name of representative]</i>.</p> <p><i>[the Procuring Entity is the unit or subdivision of the Procuring Entity which will issue the Notification of Award and sign the Contract Agreement with the successful Bidder. Frequently the Procuring Entity is represented by the Accounting Officer. See Regulations for definition of a Procuring Entity.]</i></p> <hr/> <p>The Name of the Bid is:</p>  <p>The number and identification of lots comprising the Bid are:</p> <p><i>[if there is more than one lot, individual lots are to be identified in conformity with Section 6: Schedule of Requirements].</i></p>
<b>ITB 2.1</b>	The source of public fund is <i>[state source of funds, Budgetary Allocation]</i> .
<b>ITB 4.1</b>	Bidders from the following countries are not eligible:
<b>ITB 5.1</b>	Goods and Related Services from the following countries are not eligible:
<b>B. Bid Document</b>	
<b>ITB 8.1</b>	<p>For <b>clarification of Bid purposes</b> only, the Procuring Entity's address is:</p> <p>Attention:</p> <p>Address:</p>  <p>Telephone:</p> <p>Electronic mail address:</p>



<b>ITB 9.1</b>	<p>A Pre- Bid meeting shall not be held.</p> <p>OR</p> <p>The Pre- Bid meeting shall be held at</p> <p>Address:</p> <p>Date:</p> <p>Time:</p>
<b>C. Qualification Criteria</b>	
<b>ITB 12.1(a)</b>	The Bidder shall have a minimum of [ <i>state number</i> ] years of overall experience in the supply of goods and related services.
<b>ITB 12.1(b)</b>	The Bidder shall have a minimum of [ <i>state number</i> ] years of specific experience in the supply of similar goods and related services.
<b>ITB 12.1(c)</b>	<p>The minimum production capacity or availability of equipment is/ are:</p> <p>[<i>state "None" if not applicable</i>]</p>
<b>ITB 13.1(a)</b>	<p>The minimum supply value of goods under a single contract in the last five years.</p> <p>[<i>state value</i>]</p> <p>[<i>state "None" if not applicable</i>]</p>
<b>ITB 13.1(b)</b>	<p>The minimum amount of liquid asset or working capital or credit facility inNaira.</p> <p>[<i>state value</i>]</p> <p>[<i>state "None" if not applicable</i>]</p>
<b>D. Preparation of Bid</b>	
<b>ITB 16.1</b>	The Bid, as well as all correspondence and documents relating to the Bid shall be written in the <i>English</i> language.
<b>ITB 17.1(j)</b>	<p>The Bidder shall submit with its Bid the following additional documents:</p> <p><i>[In cases of purchase of capital equipment by the Supplier as part of its overall Contract, a Performance Statement of the capital equipment in Nigeria may be necessary and may be requested. If no other documents are required the specify "none".]</i></p>
<b>ITB 19.1</b>	<p>Alternative Bids will not be permitted.</p> <p>OR</p> <p>Alternative Bids will be permitted.</p> <p><i>[If alternative Bids are permitted then outline the method and evaluation criteria for such alternatives].</i></p>

<p><b>ITB 20.3</b> <b>&amp;</b> <b>ITB 42.5</b></p>	<p>Bids are being invited for a single lot.</p> <p>OR</p> <p>Bids are being invited for [<i>state number, maximum 4</i>] lots.</p> <p><i>[Mention the Lot Numbers above for Bids that anticipate the award of more than one Contract and state that Bidders can submit a Bid for one or more lots in the package. Bidders will indicate in their Bid any discounts or cross-discounts which they offer for the award of more than one Contract.]</i></p>
<p><b>ITB 20.5 (c)</b></p>	<p>The final destination of the goods is [<i>name destination</i>].</p> <p><i>[this may either be the place at which the goods are required, a Procuring Entity's warehouse, or some other point at which the goods are to be consigned.]</i></p>
<p><b>ITB 20.5 (d)</b></p>	<p>The Bidder shall submit prices for the following incidental services:</p> <p><i>[If the goods supply includes installation, commissioning, training, etc., then list above the services required, mentioning all incidental services, other than the delivery related services which are covered in ITB 20.5(c)]</i></p>
<p><b>ITB 20.7</b></p>	<p>The prices quoted by the Bidder shall be fixed for the duration of the Contract.</p> <p>OR</p> <p>The prices quoted by the Bidder shall be adjustable as follows:</p> <p><i>[If prices shall be adjustable, the methodology for adjustment should now be specified.]</i></p>
<p><b>ITB 22.2</b></p>	<p>A Manufacturer's Authorisation Letter is not required.</p> <p>OR</p> <p>A Manufacturer's Authorisation Letter is required for all the items listed in Section 6: Schedule of Requirements.</p> <p>OR</p> <p>A Manufacturer's Authorisation Letter is only required for the following items listed in Section 6: Schedule of Requirements.</p> <p><i>[delete as appropriate]</i></p>
<p><b>ITB 26.1</b></p>	<p>The Bid validity period shall be [.....] days.</p> <p><i>[normally 60 to 120 days for simple cases of purchase of goods and up to 150 days for more complex purchases of Goods and Related Services].</i></p>
<p><b>ITB 27.1</b></p>	<p>The amount of the Bid Security shall be [ Naira        ]</p> <p><i>[The Bid Security shall be issued by a reputable bank or financial institution selected by the Bidder and acceptable to the Procuring Entity. A Bidder may request the Procuring Entity in advance if a particular issuing entity of a security is acceptable. If an issuing entity is foreign but the security is otherwise in conformity with the requirements in the Bid Document, the Employer shall not reject the security.]</i></p> <p><i>[For more than one lot in a package, the Bid Security for each lot should be mentioned separately. The Bid Security amount should be expressed as a fixed</i></p>

	<p><i>amount (not less than 1% and not more than 2% of the estimated contract value) for each lot. OR</i></p> <p><i>A Bid Security shall not be required</i></p>
<b>ITB 28.1</b>	<p>In addition to the original of the Bid, [ ] copies shall be submitted.</p> <p><i>[usually only three copies are needed, ask for more only if they are essential].</i></p>
<b>E. Submission of Bid</b>	
<b>ITB 29.2(b)</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Procuring Entity's address is:</p> <p>Attention:</p> <p>Address:</p> <p>The deadline for submission of Bids is <i>[state time]</i> on <i>[state date]</i>.</p>
<b>ITB 29.2(c)</b>	<p>The inner and outer envelope shall bear the following additional identification marks:</p> <p><i>[indicate any markings that are required on the inner and outer envelopes].</i></p>
<b>F. Opening and Evaluation of Bids</b>	
<b>ITB 33.1</b>	<p>The Bid opening shall take place at:</p> <p>Address:</p> <p>On Time &amp; Date:</p>
<b>ITB 42.4</b>	<p>The applicable economic factors for evaluation shall be as follows:</p> <p><i>[Select as appropriate from criteria listed in ITB Clause 42.4, retaining only the evaluation method applicable and the relevant parameters corresponding to the retained criteria].</i></p>
<b>ITB 42.4(a)</b>	<p>The following quantification methods shall be applied.</p> <p><u>Delivery schedule.</u></p> <p><b>Option (i), or</b> adjustment expressed as a percentage,</p> <p><b>Option (ii), or</b> adjustment expressed a percentage,</p> <p><b>Option (iii)</b> adjustment expressed as a percentage</p> <p><i>[a rate of one-half (0.5) percent per week is a reasonable figure]</i></p>
<b>ITB 42.4(b)</b>	<p>Cost of components and mandatory spare parts</p> <p><i>[Specify the applicable factors (e.g., number of years) and reference to the Appendix to the Technical Specifications, as required. State "None" if not applicable]</i></p>
<b>ITB 42.4(c)</b>	<p>Spare parts and after-sales service facilities in Nigeria.</p> <p><i>[Minimum service facilities and parts inventories or reference to the Technical Specifications. State "None" if not applicable]</i></p>

<p><b>ITB 42.4(d)</b></p>	<p>Projected operating and maintenance costs.</p> <p>Factors for calculation of the life cycle cost:</p> <ul style="list-style-type: none"> <li>(i) number of years for life cycle <i>[The life cycle is the period after which the Procuring Entity would normally expect replace the procured goods];</i></li> <li>(ii) operating costs <i>[e.g., fuel and /or other input, unit cost, and annual and total operational requirements];</i></li> <li>(iii) <i>maintenance costs [e.g., spare parts – without duplication of above Clause 42.4(b) requirements – and/or other inputs], and</i></li> <li>(iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.</li> </ul> <p>OR,</p> <p>Reference to the methodology specified in the Technical Specifications or elsewhere in the Bid Document.</p> <p><i>[state “None” if not applicable].</i></p>
<p><b>ITB 42.4(e)</b></p>	<p>Performance and productivity of equipment.</p> <p><i>[Specify the applicable procedure and the adjustment factor as required. The adjustment factor should apply to the norm that shall be used and that shall either be specified in the Technical Specifications or shall be the value committed in the responsive bid with the best guaranteed performance or productivity. State “None” if not applicable]</i></p>
<p><b>ITB 42.7</b></p>	<p>A margin of preference (<i>specify : “applies” or “does not apply”</i>) to domestic suppliers. (<i>And if it applies, add “the margin of preference amounts to .... percent of the evaluated Contract Price</i> ).</p> <p><i>[A margin of preference only applies to domestic suppliers in the event of international competition and should not exceed 15% % of the evaluated Contract Price. The procedure for evaluating Bids subject to domestic preference is attached under H – Evaluation Criteria for Domestic Preference ].</i></p>
<p><b>G. Award of Contract</b></p>	
<p><b>ITB 48.1</b></p>	<p>The maximum percentage by which quantities per item may be increased is <i>[state percentage]</i>.</p> <p>The maximum percentage by which quantities per item may be decreased is <i>[state percentage]</i>.</p> <p><i>[in both instances the maximum percentage is between 15 and 20 %].</i></p>
<p><b>ITB 50.1</b></p>	<p>The amount of Performance Guarantee shall be ten [10] percent of the Contract Price.</p> <p><i>[At present a fixed sum of 10 percent is stated in the Regulations]</i></p>
<p><b>ITB 53.2</b></p>	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted under Section 51(2) of the Public Procurement Law is:</p>

## **H Evaluation Criteria for Domestic Preference for Goods**

1. Where a margin of preference is granted for goods manufactured in Nigeria, responsive Bids shall be classified in one of the following two groups:

Group A: Bids from eligible domestic suppliers exclusively offering goods manufactured in Nigeria, if the eligible bidder establishes to the satisfaction of the Procuring Entity and AGENCY that (1) labor, raw material and components from within Nigeria will account for 30 percent or more of the EXW (ex factory or off-the-shelf) price of the product offered, and (2) the production facility, in which those goods will be manufactured or assembled, has been engaged in manufacturing/assembling such goods at least since the time of Bid submission.

Group B: All other Bids offering goods manufactured in Nigeria,

Group C: Bids offering goods manufactured outside Nigeria that have already been or will be directly imported.

2. The Procuring Entity will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Bid Forms and Price Schedules
3. The prices quoted for goods in Group A and B shall include all duties and taxes paid or payable on the basic materials or components purchased in the domestic market or imported, but shall exclude the sales and similar taxes on the finished product.
4. The prices quoted for goods in Group C shall be on CIP basis (place of destination which is plus cost of inland transportation and insurance to the place of destination, but exclusive of customs duties and other import taxes already paid or to be paid.)
5. The evaluation of Bids is carried out in the following steps.

(a) In the first step, all Bids in each group are compared to determine the lowest responsive Bid in each group. Such lowest evaluated Bids are then compared with each other, and if, as a result of this comparison, a Bid from Group A or B is the lowest, it will be selected for award (i.e. no preference is needed.)

(b) If as a result of the comparison under (a), the lowest evaluated Bid is a Bid from Group C, 15 percent of the evaluated CIP Bid price is added to this Bid from Group C (for comparison only) and the resulting price is then further compared with the lowest evaluated Bid from Group A (which includes a minimum of 30 percent of value added locally). The lowest evaluated Bid from this last comparison is then selected for award.

6. In the case of turnkey contracts for the supply of a number of distinct items of equipment as well as major installation and/or construction services, no margin of preference shall apply.

## Section 3. General Conditions of Contract

1. Definitions
  - 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:
    - (a) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
    - (b) **Contract Agreement** means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
    - (c) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
    - (d) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract;
    - (e) **Day** means calendar day;
    - (f) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract;
    - (g) **GCC** mean the General Conditions of Contract;
    - (h) **Goods** means all of the commodities, raw materials, machineries and equipment, products and/or other materials in solid, liquid or gaseous form that the Supplier is required to supply to the Procuring Entity under the Contract, as specified in the SCC;
    - (i) **Government** means the Federal Government of Nigeria;
    - (j) **Procuring Entity** means the entity purchasing the Goods and Related Services, as specified in the SCC;
    - (k) **Related Services** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract;
    - (l) **SCC** means the Special Conditions of Contract;
    - (m) **Subcontractor** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Supplier to carry out a part of the supply in the Contract, or a part of the Related Services of the Contract;
    - (n) **Supplier** means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the SCC and the Contract Agreement, and includes the legal successors or permitted assigns of the Supplier;
    - (o) **Writing** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission
2. Contract
  - 2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all

- Documents documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
3. Corrupt, Fraudulent, Collusive or Coercive Practices
- 3.1 The Government requires that Procuring Entities, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
- 3.2 In pursuance of this requirement, the Procuring Entity shall:
- (a) exclude the Supplier from participation in the procurement proceedings concerned or reject a proposal for award; and
  - (b) declare a Supplier ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds;
- if it at any time determines that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.
- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind referred to in GCC Sub-Clause 3.4 hereunder come to the knowledge of the Procuring Entity, it shall, in the first place, allow the Supplier to provide an explanation and shall, take Actions as stated in GCC Sub-Clause 3.2 and GCC Sub-Clause 38.1(c) only when a satisfactory explanation is not received. Such exclusion and the reasons thereof shall be recorded in the record of the procurement proceedings and promptly communicated to the Supplier concerned. Any communications between the Supplier and the Procuring Entity related to matters of alleged corrupt, fraudulent, collusive or coercive practices shall be in writing.
- 3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:
- (a) “*corrupt practice*” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an Law or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
  - (b) “*fraudulent practice*” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Procuring Entity;
  - (c) “*collusive practice*” means a scheme or arrangement among two or more Bidders with or without the knowledge of the Procuring Entity (prior to or after Bid submission) designed to establish Bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free, open and genuine competition; and
  - (d) “*coercive practice*” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings or affect the execution of a contract.

- 3.5 The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records and other documents relating to the submission of the Bid and Contract performance.
4. Interpretation
- 4.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract. Words have their normal meaning under the English language unless specifically defined.
- 4.2 Entire Agreement
- (a) The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.
- 4.1 Amendment
- (a) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 4.4 Non-waiver
- (a) Subject to GCC Sub-Clause 4.4(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.5 Severability
- (a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 4.6 Partial Supply
- (a) If partial supply is specified in the Schedule of Requirements, references in the GCC to the Supply and to the Delivery Date shall apply to any portion of the Supply (other than references to the Completion Date for the whole of the Supply).
5. Documents Forming the Contract and Priority of Documents
- 5.1 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) the signed Contract Agreement;
- (b) the letter of Notification of Award



- (c) Letter of Acceptance
  - (d) the completed Bid Submission Sheet as submitted by the Bidder;
  - (e) the completed Price Schedules as submitted by the Bidder;
  - (f) the Special Conditions of Contract;
  - (g) the General Conditions of Contract;
  - (h) the Schedule of Requirements;
  - (i) the Technical Specifications;
  - (j) the Drawings, and;
  - (k) any other document listed in the SCC as forming part of the Contract.
6. Eligibility
- 6.1 The Supplier and its Sub-Contractors shall have the nationality of a country other than those specified in the SCC as being ineligible.
- 6.2 All Goods and Related Services supplied under the Contract shall have their origin in the countries except those specified in the SCC as being ineligible
7. Governing Language
- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
8. Governing Law
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of Rivers State and Nigeria.
9. Gratuities / Agency fees
- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Bid or the contract, shall be given or received in connection with the procurement process or in the contract execution.
10. Joint Venture, Consortium or Association (JVA)
- 10.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one party to Law as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.
11. Confidential Information
- 11.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that

imposed on the Supplier under GCC Clause 11.

- 11.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 11.3 The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply to information that:
- (a) the Procuring Entity or Supplier needs to share with institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 11.4 The above provisions of GCC Clause 11 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 11.5 The provisions of GCC Clause 11 shall survive completion or termination, for whatever reason, of the Contract.
12. Communications and Notices
- 12.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the SCC.
- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 12.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
13. Patent and Intellectual Property Rights
- 13.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 13.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, Actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property rights registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in Nigeria; and
  - (b) the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or

any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 13.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 13.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
  - 13.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
  - 13.4 The Procuring Entity shall, at the Supplier's request, offer all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
  - 13.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, Actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.
14. Copyright
- 14.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
15. Assignment
- 15.1 The Supplier shall not assign, in whole or in part, its obligations under the Contract, except with the Procuring Entity's prior written consent.
16. Sub contracting
- 16.1 The Supplier shall obtain approval of the Procuring Entity in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Bid. Sub-Contracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
  - 16.2 Subcontractors shall comply with the provisions of GCC Clause 3.
17. Supplier's Responsibilities
- 17.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply in conformity in all respects with the provisions of the Contract Agreement.
18. Procuring Entity's
- 18.1 The Procuring Entity shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price or such other sum as may

Responsibilities		become payable under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.
19. Scope of Supply	19.1	The Goods and Related Services to be supplied shall be as specified in Section 6: Schedule of Requirements.
	19.2	Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery of the Goods and completion schedule of the Related Services as if such items were expressly mentioned in the Contract.
20. Change Orders and Contract Amendments	20.1	The Procuring Entity may at any time order the Supplier through a notice in accordance with GCC Clause 12, to make changes within the general scope of the Contract in any one or more of the following: <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity provided such changes do not materially affect the scope of supply;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and</li> <li>(d) the Related Services to be provided by the Supplier.</li> </ul>
	20.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be submitted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's Change Order.
	20.3	Prices to be charged by the Supplier for any Related Services that might be needed, but which were not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
21. Packing and Documents	21.1	The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	21.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the Procuring Entity
22. Delivery and Documents	22.1	Subject to GCC Sub-Clause 20.1, the Delivery of the Goods and completion of the Related Services shall be in accordance with the Delivery and Completion

and  
Acceptance

Schedule specified in the Section 6: Schedule of Requirements.

- 22.2 The documents to be furnished by the Supplier shall be specified in the SCC, and shall be received by the Procuring Entity at least one week before arrival of the Goods and, if not received, the Supplier shall be responsible for consequent expenses.
- 22.3 Acceptance by the Procuring Entity shall be processed not later than fourteen (14) days from receipt of the goods at final destination in the form of an Acceptance Certificate, unless any defects in the supply, any damage during transport or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier in accordance with GCC Clause 31 and GCC Clause 32. In such cases the Acceptance Certificate will be issued only for those parts of the contract supplies which are accepted. The Acceptance Certificate for the remaining supplies will only be issued after the Supplier has remedied the defects and/or any non-conformity in accordance with GCC Clause 31 and GCC Clause 32.
23. Contract Price
- 23.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 23.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorised in the SCC.
24. Transportation
- 24.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Nigeria, defined as the Site, transport to such place of destination including insurance, and other incidental costs, and temporary storage, if any, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
25. Spare Parts
- 25.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - (b) in the event of termination of production of the spare parts :
    - (i) advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications for the spare parts, if requested.
- 25.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of spare parts as promptly as possible, but in any case within the time specified in the SCC for placing the order and opening the letter of credit.

26. Terms of Payment
- 26.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the SCC.
- 26.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents pursuant to GCC Clause 22 and upon fulfilment of any other obligations stipulated in the Contract.
- 26.3 Payments shall be made promptly by the Procuring Entity, no later than the dates indicated in the SCC.
- 26.4 In the event that the Procuring Entity fails to pay the Supplier any payment by its respective due date or within the period set forth in the SCC, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
27. Insurance
- 27.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC by the Supplier.
28. Taxes and Duties
- 28.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed or incurred until delivery of the contracted goods to the Procuring Entity.
29. Performance Security
- 29.1 In the case of Goods having warranty obligations the Performance Security shall be reduced to the amount specified in the SCC after delivery and acceptance of the Goods to cover the Supplier's warranty obligations in accordance with GCC Sub-Clause 32.3.
- 29.2 The Procuring Entity shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
- 29.3. The Procuring Entity may claim against the security if any of the following events occurs for fourteen (14) days or more;
- (a) the Supplier is in breach of the Contract and the Procuring Entity has notified him that he is; and
  - (b) the Supplier has not paid an amount due to the Procuring Entity.
- 29.4 In the event the Supplier is liable to be paid compensation under the Contract amounting to the full value of the Performance Security or more, the Procuring Entity may forfeit the full amount of the Performance Security.
- 29.3 29.5 If there is no reason to call the Performance Security, it shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
30. Specifications and Standards
- 30.1 The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.

- 30.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- 30.3 The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 7: Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.
- 30.4 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 20.
31. Inspections and Tests
- 31.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Requirements.
- 31.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor and/or at the Goods' final destination, or in another place in Nigeria as specified in the SCC. Subject to GCC Sub-Clause 31.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 31.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 31.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 31.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or Manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 31.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract, but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 31.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

- 31.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 31.4.
- 31.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 31.6, shall release the Supplier from any warranties or other obligations under the Contract.
32. Warranty
- 32.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 32.2 Subject to GCC Sub-Clause 30.1, the Supplier further warrants that the Goods shall be free from defects arising from any Law or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nigeria.
- 32.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.
- 32.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 32.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 32.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Procuring Entity may proceed to take within a reasonable period such remedial Action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.
33. Extensions of Time
- 33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 22, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.
- 33.2 Except in the case of Force Majeure, as provided under GCC Clause 37, a delay by the Supplier in the performance of its Delivery and Completion



obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 34, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34. Liquidated Damages 34.1 Except as provided under GCC Clause 37, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring Entity may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price of the delayed Goods and/or Related Services for each week or part thereof of delay until Actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 38.
35. Limitation of Liability 35.1 Except in cases of criminal negligence or wilful misconduct ,
- (a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity and
  - (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.
36. Change in Laws and Regulations 36.1 Unless otherwise specified in the Contract, if after the date twenty eight (28) days before the submission of Bids for the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nigeria (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 23.
37. Force Majeure 37.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 37.2 For purposes of this Clause, “Force Majeure” means an event or Situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, Laws of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 37.3 If a Force Majeure Situation arises, the Supplier shall promptly notify the

Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

38. Termination      38.1      Termination for Default

- (a)      The Procuring Entity, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default, may terminate the Contract in whole or in part:
  - (i)      if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 33; or
  - (ii)     if the Supplier fails to perform any other obligation under the Contract.
- (b)      In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 38.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c)      If the Supplier, in the judgment of the Procuring Entity has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

38.2      Termination for Insolvency.

- (a)      The Procuring Entity and the Supplier's may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of Action or remedy that has accrued or will accrue thereafter to the other party.

38.3      Termination for Convenience.

- (a)      The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b)      The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and

prices. For the remaining Goods, the Procuring Entity may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

39. Settlement of Disputes

39.1 Amicable Settlement

- (a) The Procuring Entity and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

39.2 Arbitration

- (a) If the Parties are unable to reach a settlement as per GCC Clause 39.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 39.2(b).
- (b) The arbitration shall be conducted in accordance with the Arbitration Law (Arbitration and Conciliation Act, LFN 2004) as at present in force and in the place shown in the SCC.

## Section 4. Special Conditions of Contract

*Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC clauses.*

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>GCC 1.1 (h)</b>	The nature of the goods to be supplied are <i>[give a brief description of the Goods, and any Related Services which are to be supplied.]</i>
<b>GCC 1.1(j)</b>	The Procuring Entity is <i>[Name, address, and name of authorized representative]</i> .
<b>GCC 1.1(n)</b>	The Supplier is <i>[Name, address, and name of authorized representative]</i> .
<b>GCC 5.1(j)</b>	The following documents shall also be part of the Contract: <i>[if there no other documents state "none"]</i>
<b>GCC 6.1</b>	Suppliers and Sub-contractors from the following countries are not eligible:
<b>GCC 6.2</b>	Goods and Related Services from the following countries are not eligible:
<b>GCC 12.1</b>	<p>For <b><u>notices</u></b>, the Procuring Entity's contact details shall be:</p> <p>Attention:</p> <p>Address:</p> <p>Telephone:</p> <p>Electronic mail address:</p>
	<p>For <b><u>notices</u></b>, the Supplier's contact details shall be:</p> <p>Attention:</p> <p>Address:</p> <p>Telephone:</p> <p>Electronic mail address:</p>
<b>GCC 21.2</b>	<p>A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows:</p> <ol style="list-style-type: none"> <li>a. Contract Number</li> <li>b. Name and address of Procuring Entity</li> <li>c. Country of origin</li> <li>d. Gross weight</li> <li>e. Net weight</li> </ol>

	<p>f. Package number of total number of packages</p> <p>g. Brief description of the content</p> <p>Upright markings, where appropriate, shall be placed on all four vertical sides of the package.</p> <p>All materials used for packing shall be environmentally neutral.</p> <p>Additional marking and documentation within and outside the packages shall be:</p> <p><i>[Note: The above requirements should be reviewed by the Procuring Entity on a case-by-case basis, with amendments being made as necessary.]</i></p>
<b>GCC 22.2</b>	<p>The documents to be provided are as follows:</p> <p>(a) copies of Supplier's invoice showing goods' description, quantity, unit price, total amount;</p> <p>(b) copies of the packing list identifying the contents of each package;</p> <p>(c) Manufacturer's/ supplier's warranty certificate (if any);</p> <p>(d) inspection certificate issued by the nominated inspection agency (or Procuring Entity) and/ or the supplier's factory inspection report (if any);</p> <p>(e) certificate of origin.</p> <p><i>[Note: The above requirements should be reviewed by the Procuring Entity on a case-by-case basis, with amendments being made as necessary.]</i></p>
<b>GCC 23.2</b>	<p>The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.</p> <p>The prices charged for the goods delivered and the Related Services to be performed shall be subject to adjustment in accordance with the following price adjustment formula.</p> <p><i>[Note: delete as appropriate. If prices are subject to adjustment, the price adjustment formula must be added by the Procuring Entity.]</i></p>
<b>GCC 25.1</b>	<p>Additional spare parts requirements are specified in Annex- [ ] of the Specifications.</p>
<b>GCC 25.2</b>	<p>Within [ ] weeks of placing the order and opening the letter of credit.</p>
<b>GCC 26.1</b>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>1. The payments shall be made</p> <p>(a) through an irrevocable confirmed letter of credit opened in favour of the Supplier in a commercial bank of Nigeria; or</p> <p>(b) direct through the accounts office of the Procuring Entity; or</p> <p>(c) through another account <i>[state which account]</i></p> <p><i>[delete those not appropriate]</i></p>

	<p>2. Payments shall be made in NigeriaNaira in the following manner :</p> <p>(a) <b>Advance Payment:</b> <i>[usually twenty (20)]</i> percent of the Contract Price shall be paid within twenty-eight (28) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Bid Document.</p> <p>(b) <b>On Shipment:</b> <i>(usually 80 (eighty)percent of the Contract price of the Goods shipped shall be paid upon submission of documents specified in GCC Clause 22.2).</i></p> <p>(c) <b>On Delivery and Acceptance:</b> <i>[usually ten (10)]</i> percent of the Contract Price of the Goods delivered shall be paid upon submission of documents specified in GCC Clause 22.2 within twenty eight (28) days of submission of a claim supported by the Acceptance Certificate issued by the Procuring Entity.</p> <p><i>[The procuring Entity should amend this clause as required for the particular procurement If Advance Payment is not applicable the clause on Advance Payment should be deleted.]</i></p>
<b>GCC 26.4</b>	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be [       ] days.</p> <p>The interest rate that shall be applied is [       %] percent</p> <p><i>[Note: The interest rate shall normally be 1% above the lending rate of commercial banks in Nigeria or LIBOR + 1 if preferable]</i></p>
<b>GCC 27.1</b>	<p>“All risks” insurance, including “war risks, riots, and/or strikes” shall be acquired for 110% of the delivered cost of the goods on “Warehouse to Warehouse” basis.</p>
<b>GCC 29.1</b>	<p>The Performance Security shall be reduced to [       %] percent of the Contract Price.</p> <p><i>[Two to five percent of the Contract Price would be reasonable: it should not be reduced to less than two (2) percent of the Contract Price].</i></p>
<b>GCC 31.2</b>	<p>The Inspections and tests shall be conducted at:</p> <p>The Procuring Entity’s right to inspect, test and where appropriate reject the Goods after delivery, shall in no way be limited or waived by the reason of Goods having previously been inspected, tested or passed by the Procuring Entity or its representative prior the Goods shipment.</p>
<b>GCC 32.3</b>	<p>The period of validity of the Warranty shall be:</p> <p>For purposes of the Warranty, the place of final destination shall be:</p>
<b>GCC 32.5</b>	<p>The period for repair or replacement shall be:</p>
<b>GCC 34.1</b>	<p>The liquidated damage shall be one half of one percent (0.5%)of the Contract value per week or part thereof.</p>

	The maximum amount of liquidated damages shall be: Ten (10%) of the Contract value.
<b>GCC 39.3(b)</b>	Arbitration shall take place in:

## Section 5. Bid and Contract Forms

<b>Form</b>	<b>Title</b>
<b>Bid Forms</b>	
G – 1	Bid Submission Sheet
G – 2	Price Schedule
G – 3	Specifications Submission Sheet
G – 4	Bidder Information Sheet
G – 5	Manufacturer’s Authorisation Letter
G – 6	Bank Guarantee for Bid Security
<b>Contract Forms</b>	
G – 7	Notification of Award
G – 8	Letter of Acceptance
G – 9	Contract Agreement
G – 10	Bank Guarantee for Performance Security
G – 11	Bank Guarantee for Advance Payment

Forms G1 to G6 comprise part of the Bid and should be completed as stated in ITB Clause 17.

Forms G7 to G10 comprise part of the Contract as stated in GCC Clause 5.



## Bid Submission Sheet (Form G – 1)

Invitation for Bid No:

Date:

Bid Package No:

To:

*[Name and address of Purchase]*

We, the undersigned, offer to supply in conformity with the Bid Document the following Goods and Related Services, viz:

The total price of our Bid, excluding price reduction(s) is:

Naira:

*insert value in figures*      (*insert value in words*)

If applicable under Instruction to Bidders (ITB) Sub-Clause 20.3, and in case we are awarded a contract for more than one lot in the package, the discounts / cross- discounts offered, and the methodology for its application is:

We undertake, if our Bid is accepted, to deliver the goods in [    ] (weeks / months) from the date of [    ], in accordance with the delivery schedule specified in the Schedule of Requirements.

We are not participating as Bidders in more than one Bid in this Bidding process. Our Bid shall be valid for the period stated in the Special Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Bid Security in the amount stated in the Special Instructions to Bidders is attached in the form of a *[state pay order, bank draft, bank guarantee]* valid for a period of 28 days beyond the Bid validity date.

If our Bid is accepted, we commit to obtaining a Performance Security in the amount stated in the Special Instructions to Bidders and valid for a period of 28 days beyond the date of completion of our performance obligations under the Contract, including any warranty obligations.

We declare that ourselves, and any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries and that the goods and related services will also be supplied from eligible countries. We also declare that the Rivers State Government has not declared us, and any subcontractors or suppliers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bid Document (ITB Clause 3).

We understand that your written Notification of Award shall constitute the acceptance of our Bid and shall become a binding contract between us, until a formal contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Bid on behalf of the Bidder.

Date:

### Price Schedule for Goods (Form G-2A)

Invitation for Bid No:  
Bid Package No:

Date:

#### A: PRICE OF GOODS AND DELIVERY SCHEDULE

1	2	3	4	5	6	7	8	9	10
Item N° .	Description Of Item	Unit Of Supply	Qty Of units Required	Unit price EXW	Total price EXW (col. 4 × 5)	Extra Price to deliver Goods to final destination	Total price Delivered (col. 6 +7)	VAT and other taxes payable if contract is awarded	Point of Delivery And Delivery Period Offered
				Note 1 / Note 2		Note 3		Note 4	
	<b>LOT No. 1:</b> <i>[enter description of Lot as specified in Section 6: Schedule of Requirements]</i>								
	<i>[add as many rows and details as there are individual items in the Lot]</i>	<i>[Do the below for</i>	<i>Same each Lot]</i>						
	<b>LOT No. 2</b>								
	<b>LOT No. 3</b>								
	<b>LOT No. 4</b>								

Note 1: EXW means Ex-works; Ex-factory; Ex-warehouse; Ex-show-room, or off-the-shelf as applicable

Note 2: Unit Price EXW shall include all custom duties and taxes as specified in ITB Sub-Clause 20.5(a)

Note 3: Price for inland transportation shall include insurance and other costs as specified in ITB Sub-Clause 20.5(c)

Note 4: VAT and any other taxes payable in Nigeria shall be included here as specified in ITB Sub-Clause 20.5(b)

Name of Bidder \_\_\_\_\_ Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_

**Price Schedule for Related Services (Form G-2B)**

Invitation for Bid No:  
Bid Package No:

Date

**B: PRICE OF RELATED SERVICES AND COMPLETION SCHEDULE**

1	2	3	4	5	6	7	8	9	10
Item N° .	Description Of Related Service	Unit of Supply	Qty Of units Required	Unit price	Total price (col. 4 × 5)	Other Related Costs	Total price (col. 6 +7)	VAT and other taxes payable if contract is awarded	Point of Delivery And date Required
		Note 1	Note 1			Note 1		Note 2	
	<b>LOT No. 1:</b> <i>[enter description of Lot as specified in Section 6: Schedule of Requirements]</i>								
	<i>[add as many rows and details as there are individual items in the Lot]</i>	<i>[Do the below for</i>	<i>Same each Lot]</i>						
	<b>LOT No. 2</b>								
	<b>LOT No. 3</b>								
	<b>LOT No. 4</b>								

Note 1: The Bidder will complete these columns as appropriate following the details specified in Section 6: Schedule of Requirements

Note 2: VAT and any other taxes payable in Nigeria shall be included here as specified in ITB Sub-Clause 20.5(b)

Name of Bidder \_\_\_\_\_ Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_

### Specifications Submission Sheet (Form G-3)

Invitation for Bid No: \_\_\_\_\_

Date \_\_\_\_\_

Bid Package No: \_\_\_\_\_

Item No	Name of Goods or Related Service	Country of Origin	Make and Model <i>(when applicable)</i>	Full Technical Specifications and Standards
1	2	3	4	5
	<b>FOR GOODS</b>			
	<b>Lot No. 1</b>			
	<i>[add as many rows and details as there are individual items in the Lot]</i>			<i>[the Bidder should complete columns 3, 4 and 5 as required]</i>
	<b>Lot No. 2</b>			
	<b>Lot No. 3</b>			
	<b>Lot No. 4</b>			
	<b>FOR RELATED SERVICES</b>			
	<b>Lot No. 1</b>			
	<i>[add as many rows and details as there are individual items in the Lot]</i>			<i>[the Bidder should complete columns 3, 4 and 5 as required]</i>
	<b>Lot No. 2</b>			
	<b>Lot No. 3</b>			
	<b>Lot No. 4</b>			

Name of Bidder \_\_\_\_\_ Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_

## Bidder Information Sheet (Form G-4)

### *Notes on Bidder Information Sheet*

*This note is for information only to assist the procuring entity in the completion of the Form when preparing the Bid Document, but this note should not be included in the issued Bid Document.*

*The information to be filled in by Bidders in the following pages will be used for purposes of verification of eligibility and qualification of the Bidder as provided for in relevant Clauses of the Instructions to Bidders.*

Invitation for Bid No:

Date

Bid Package No:

### A. Individual Bidders

<b>1. General Information of the Bidder</b>		
1.1	Bidder's Legal Name	
1.2	Bidder's legal address in Country of Registration	
1.3	Bidder's legal status	
	Proprietorship	
	Partnership (Registered under the Companies and Allied Matters Act or Rivers State Public Private Participation in Infrastructure Development Law 2009)	
	Partnership Law	
	Limited Liability Company (Registered under the Companies and Allied Matters Act)	
	Others	
1.4	Bidder's Year of Registration	
1.5	Bidder's business status	
	Manufacturer	
	Local Agent/Distributor of a foreign Manufacturer	
	Stockist	
	Others	
1.6	Bidder's Authorised Representative Information	
	Name	
	Address	
	Telephone / Fax Numbers	

	e-mail address	
1.7	Bidder's Value Added Tax Registration Number	
1.8	Bidder's Income Tax Identification Number (TIN)	
1.9	Bidder to attach copies of the following documentation:	<ul style="list-style-type: none"> <li>(a) Articles of Incorporation or Registration of firm.</li> <li>(b) Latest Income Tax Clearance Certificate</li> <li>(c) Latest VAT Registration Certificate</li> <li>(d) Original letter naming the person authorised to sign on behalf of the Bidder</li> <li>(e) Others <i>(to be completed by the Procuring Entity if required)</i></li> </ul>
<b>2. Qualification Information of the Bidder</b>		
2.1	Number of years of overall experience of the Bidder in the supply of goods and related services:	[write "Not applicable", if this information is not asked in ITB 12.1(a)]
2.2	Number of years of specific experience of the Bidder in the supply of similar goods and related services:	[write "Not applicable", if this information is not asked in ITB 12.1(b)]
2.3	Total annual monetary value of similar goods supplied in each of the last five years.	[write "Not applicable", if this information is not asked in ITB 13.1(a)]
2.4	Available liquid assets	[write "Not applicable", if this information is not asked in ITB 13.1(b)]
2.5	Details of production capacity/ equipment available:	[write "Not applicable", if this information is not asked in ITB 12.1(c)]
2.6	Major supplies of similar type of Goods over the last five years. Also list details of supplies of similar type of Goods under way or committed, including expected delivery date.	
<b>3. Financial Information of the Bidder</b>		
3.1	Financial reports or balance sheets or profit and loss statements or auditors' reports or bank references with documents or a combination of these demonstrating availability of liquid assets. List below and attach copies.	
3.2	Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer	

3.3	Information on litigation in which the Bidder is, or has been, involved:	
	(a) Any case within the past five years	
	Cause of Dispute	Result of Settlement and amount involved
	(b) Current cases in this financial year	
	Cause of Dispute	Current Position of Case
<p><i>Note: The above represents the minimum requirements. These may be added to buy the Procuring Entity on a case-by-case basis, as necessary.</i></p>		

**B. Individual Members of a Joint Venture**

- 4.1 Each Member of a JVA shall provide all the information requested in the form above, Sections 1-3.
- 4.2 Attach a power of attorney for each of the authorising signatories of the Bid on behalf of the JVA.
- 4.3 Attach the Agreement among all Members of the JVA (and which is legally binding on all Members), which shows that:
  - (a) all Members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) one of the Members will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all Members of the joint venture; and
  - (c) the execution of the entire Contract, including payment, shall be done exclusively with the Member in charge

*Note: The above represents the minimum requirements. These may be added to buy the Procuring Entity on a case-by-case basis, as necessary.*

## Manufacturer's Authorisation Letter (Form G - 5)

*[This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the Manufacturer]*

Invitation for Bid No:

Date:

Bid Package No:

To:

Name and address of Procuring Entity]

WHEREAS, we *[name and address of Manufacturer]* are reputable Manufacturers having factories at *[list of places of factories]*.

THEREFORE, we do hereby:

1. Authorise *[name of Bidder]* to submit a Bid in response to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, *[description of goods]*, manufactured by us, and to subsequently sign the Contract for the supply of such Goods; and,
2. Extend our full guarantee and warranty in accordance with GCC Clause 32, with respect to the Goods offered in the Bid.

Signed

In the capacity of:

Duly authorised to sign the authorisation for and on behalf of

*[name of Manufacturer]*

Date:



**Bank Guarantee for Bid Security (Form G – 6)**

*[this is the format for the Bid Security to be issued by a commercial bank of Nigeria in accordance with ITB Clause 27]*

Invitation for Bid No:

Date:

Bid Package No:

To:

[Name and address of Procuring Entity]

**BID GUARANTEE No:**

We have been informed that *[name of Bidder]* (hereinafter called “the Bidder”) intends to submit to you its Bid dated *[date of Bid]* (hereinafter called “the Bid”) for the supply of *[description of goods and related services]* under the above Invitation for Bids (hereinafter called “the IFB”).

Furthermore, we understand that, according to your conditions Bids must be supported by a Bid guarantee.

At the request of the Bidder, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Naira *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders of the IFB; or
- (c) having been notified of the acceptance of the Bid by the Procuring Entity during the period of Bid validity, (i) fails or refuses to furnish the Performance Security in accordance with the ITB, or (ii) fails or refuses to execute the Contract Form,

This guarantee will expire :

- (a) if the Bidder is the successful Bidder, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Bidder as issued by you; or
- (b) if the Bidder is not the successful Bidder, twenty eight days after the expiration of the Bidder’s Bid validity period, being *[date of expiration of the Bid]*.

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

**Notification of Award (Form G - 7)**

**REF NO:**

**DATE:**

*(Name of contractor)*

*(Address of contractor)*

**NOTIFICATION OF AWARD**

This is to notify you that your Bid dated *[insert date]* for the supply of goods and related services for *[name of project/contract]* for the Contract Price of Naira *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by *[name of Procuring Entity]* on the following terms and condition:

1. Advance Payment (%) : .....
2. Completion Period : .....
3. Anunconditional Advance Payment Bank Guarantee orInsurance Bond issued by an institutionacceptabletotheState.
4. Execution of a contract agreement prepared by the RiversState Ministry of Justice.
5. Deductions of statutory levies.
6. Balance Payments shall be based on certified measured work and issuance of an InterimPerformanceCertificate.
7. 5% Retention fee to be paid (*duration*) after completion of the contract.
8. Letter of acceptance to be forwarded to (*insert MDA*) within a week of receipt of this letter.

Please note that obligations of either party shall take effect upon your fulfilment of the above stated conditions.

Kindly liaise with the Procurement Officeof the (*insert MDA*) for further clarification or enquiries on the contract.

Congratulations.

*(insert name of accounting officer)*

*(insert designation of accounting officer)*

## Contract Agreement (Form G - 8)

THIS AGREEMENT made the *[day]* day of *[month]**[year]* between *[name and address of Procuring Entity]* (hereinafter called “the Procuring Entity”) of the one part and *[name and address of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and related services, viz, *[brief description of goods and related services]* and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of Naira*[Contract Price in figures and in words]* (hereinafter called “the Contract Price”).

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) the signed Form of Contract Agreement;
  - (b) the letter of Notification of Award
  - (c) Letter of Acceptance
  - (d) the completed Bid Submission Sheet as submitted by the Bidder;
  - (e) the completed Price Schedules as submitted by the Bidder;
  - (f) the Special Conditions of Contract;
  - (g) the General Conditions of Contract;
  - (h) the Schedule of Requirements;
  - (i) the Technical Specifications;
  - (j) the Drawings, and;
  - (k) any other document listed in the SCC as forming part of the Contract.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nigeria on the day, month and year first written above.

For the Procuring Entity:

For the Supplier:

Signature

Print Name

Title

In the presence of  
Name

Address

**Bank Guarantee for Performance Security (Form G – 9)**

*[this is the format for the Performance Security to be issued by a commercial bank of Nigeria in accordance with ITB Clause 50]*

Contract No:

Date:

To:

[Name and address of Procuring Entity]

**PERFORMANCE GUARANTEE No:**

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Naira*[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

**Bank Guarantee for Advance Payment (Form G – 10)**

*[this is the format for the Advance Payment Security to be issued by a commercial bank of Nigeria in accordance with GCC Clause 26.1]*

Contract No:

Date:

To:

[Name and address of Procuring Entity]

**ADVANCE PAYMENT GUARANTEE No:**

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your Special Conditions of Contract Clause 26.1, Advance Payment(s) on Contracts must be supported by a bank guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Naira/*insert amount in figures and in words*] upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Procuring Entity and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

## Section 6. Schedule of Requirements

Invitation for Bid No:

Date

Bid Package No:

### A. List of Goods and Delivery Schedule

When completing Form G-2 the Bidder shall quote prices and contract delivery dates for each item against each lot and show each Lot separately, as specified in the List of Goods and Delivery Schedule.)

Item No.	Description of Item	Unit of Supply	Quantity of Units required	Point of Delivery	Date Required (in weeks)
1	2	3	4	5	6
	Procuring Entity's Option for delivery terms is:				<i>[note 1]</i>
<b>Lot No 1: [enter description]</b>					
	<i>[add as many rows and details as there are individual items in the Lot]</i>				
<b>Lot No 2: [enter description]</b>					
	<i>[add as many rows and details as there are individual items in the Lot]</i>				
<b>Lot No 3: [enter description]</b>					
	<i>[add as many rows and details as there are individual items in the Lot]</i>				
<b>Lot No 4: [enter description]</b>					
	<i>[add as many rows and details as there are individual items in the Lot]</i>				

Note 1: The Procuring Entity must specify the option from which the delivery required will start:

- (a) from date of notification of contract award, or
- (b) from date of contract signature, or
- (c) from date of opening of letter of credit; or
- (d) from date of confirmation of letter of credit

e.g. In Column 6 if the delivery required is 10 weeks from the date of Notification of contract award, then type in (a); if the delivery required is 10 weeks from opening of letter of credit type in (c), etc. Each item of each lot should have the same delivery date and conditions, except in exceptional circumstances]

## B. List of Related Services and Completion Schedule

When completing Form G-2 the Bidder shall quote prices and contract delivery dates for each item against each lot

Item No.	Description of Related Services	Unit of Supply	Quantity of Units Required	Point at which Services are required	Required Completion Date for Services
1	2	3	4	5	6
	Procuring Entity's Option for delivery terms is:				[note 1]
<b>Lot No 1: [enter description]</b>					
	[add as many rows and details as there are individual items in the Lot]	[note 2]	[note 2]		
<b>Lot No 2: [enter description]</b>					
	[add as many rows and details as there are individual items in the Lot]				
<b>Lot No 3: [enter description]</b>					
	[add as many rows and details as there are individual items in the Lot]				
<b>Lot No 4: [enter description]</b>					
	[add as many rows and details as there are individual items in the Lot]				

Note 1: The Procuring Entity must specify the option from which the completion of services will start:

- (a) from date of notification of contract award, or
- (b) from date of contract signature, or
- (c) from date of opening of letter of credit; or
- (d) from date of confirmation of letter of credit

e.g. In Column 6 if the completion required is 10 weeks from date of Notification of contract award, then type in (a); if the completion required is 10 weeks from opening of letter of credit type in (c), etc. Each item of each lot should have the same completion date and conditions, except in exceptional circumstances.

Note 2: The Procuring Entity must decide whether there is a separate unit of supply and quantity of units, otherwise may specify ONE (1) in both columns or LUMP SUM in Column 4

## Section 7. Technical Specifications

The Goods and Related Services shall comply with following Technical Specifications:

Item No	Name of Item or Related Service	Technical Specification and Standards
1	2	3
<b>Lot No 1: [enter description]</b>		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	<i>[The Procuring Entity must explain in clear terms the exLaw Technical Specification and any relevant National or International Standards which have to be followed for the manufacture and supply of the goods or related services]</i>
<b>Lot No 2: [enter description]</b>		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	
<b>Lot No 3: [enter description]</b>		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	
<b>Lot No 4: [enter description]</b>		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	



## **Section 8. Drawings**

### **Notes on Drawings**

*[Insert here a list of Drawings, including Site plans, which should be attached to this section or annexed in a separate folder. The Drawings shall be clearly dated, numbered and show any revision number(s), if appropriate.]*