Standard Bidding Document

Procurement of Goods

Bid Number: 01

Bureau of Public Procurement (January 2023)

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INVITATION TO TENDER

Name and Contact Addresses of Procuring Entity **Metallurgical Training Institute, Onitsha. P.M.B 1555. km 6/7 Onitsha-Owerri Road, Onitsha Anambra State.**

Procuring Entity Name: **Metallurgical Training Institute, Onitsha.**

Contact Name: Engr. Dr. F.U. Obi

Contact Address: **metallurgical Training Institute, Onitsha**

Contact Email Address: procurement@mti.org.ng

Invitation to Tender (ITT) No.: MTI/PROC/TRN-EQPT/2025/01

Tender Name: Purchase of Training Equipment

Invitation to Tender

1. The **metallurgical Training Institute, Onitsha,** invites sealed tenders for the supply of or Purchase of Training Equipment.

2. Tendering will be conducted under the open competitive method National Competitive Bidding using a standardized Tender Document. Tendering is open to all qualified and interested Tenderers.

3. Tendering is open to all interested bidder registered appropriately with CAC and other relevant bodies. Tender will be allowed to bid for one lot or more but, not more than two Lots

4. Qualified and interested Tenderers may obtain further information and inspect the Tender Documents during office hours: 0900 to 1500 hours, at the address given below..

5. A complete set of Tender Documents may be purchased or obtained by interested Tenderers upon payment of non-refundable fees of Ten Thousand Naira (10,000) only in cash or Banker's Cheque and payable to the address given below. Tender Documents may be obtained electronically from the website www.mti.org.ng. Tender Documents obtained electronically will be free of charge.

6. Tender Documents may be viewed and downloaded for free from the website www.mti.org.ng . Tenderers who download the Tender Document must forward their particulars immediately to procurement@mti.org.ng 0803541451, P.M.B. 1555 to facilitate any further clarification or addendum.

7. All Tenders must be accompanied by a Tender Security of One Million, Two Hundred and Ninety-Seven Thousand, Nine Hundred and Eighteen Naira, Zero Eight kobo (1,297,918.08) Only.

8. The Tenderer shall paginate the submitted Tender Documents.

9. Completed Tender Documents must be delivered to the address below on or before 10th March, 2026.

10. Electronic Tenders will not be permitted.

11. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

12. Late Tenders will be rejected.

13. The addresses referenced above are:

Address for obtaining further information for Tender Documents

- **Metallurgical Training Institute, Onitsha. P.M.B 1555. km 6/7 Onitsha-Owerri Road, Onitsha Anambra State.**
- **Office of the Director/ Ag. Chief Executive**
- P.M.B 1555
- 08035414151, procurement@mti.org.ng

Address for submission of Tenders.

- **Metallurgical Training Institute, Onitsha. P.M.B 1555. km 6/7 Onitsha-Owerri Road, Onitsha Anambra State.**
- Procurement unit Room 6, Administration Block
- P.M.B 1555
- 08035414151. procurement@mti.org.ng

Address for opening of Tenders.

- Metallurgical Training Institute Onitsha
- Metallurgical Training Institute Onitsha, Conference room of Administration Block
- P.M.B 1555

- 08035414151, procurement@mti.org.ng

Authorized official (name, designation, signature, and date)

Engr. Dr. F.U. Obi

Director/Ag. Chief Executive

Signature



9th February, 2026

PART 1 – PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

1.1 The Procuring Entity as defined in the TDS invites tenders for the supply of goods and, if applicable, any Related Services incidental thereto, as specified in Part 2, Requirements. The name, identification, and the number of lots (contracts) of this Tender Document are specified in the TDS.

1.2 Throughout this Tendering Document:

a) the term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;

b) if the context so requires, "singular" means "plural" and vice versa;

c) "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2. Fraud and Corruption

2.1 The Procuring Entity requires compliance with the provisions of Nigerian law. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

2.2 The Procuring Entity requires compliance with the provisions of Nigerian law regarding collusive practices in contracting. Any Tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

2.3 Unfair Competitive Advantage - Fairness, and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3. Eligible Tenderers

3.1 A Tenderer may be a firm that is a private entity, an individual, a state-owned

enterprise or institution subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives *(spouses, children, brothers, sisters and uncles, and aunts)* are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract per the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the TDS.

3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother, or Sister of a Spouse their business associates or agents, and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

3.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for this Tendering process if the Tenderer:

a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or

b) receives or has received any direct or indirect subsidy from another Tenderer; or

c) has the same - representative or ownership as another Tenderer; or

d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or

f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or

g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the Tendering Document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be

involved in the implementation or supervision of such Contract unless the conflict stemming from a such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

3.4 A Tenderer shall not be involved in corrupt, coercive, obstructive, collusive, or fraudulent practices. A Tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.

3.5 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the same Tender.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions according to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated, or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

3.7 A Tenderer that has been debarred by the BPP from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the Nigerian Government website.

3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the State Government and/or public administration, (ii) financially autonomous, and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it to compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.

3.9 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Nigeria prohibits commercial relations with that country, or(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Nigeria prohibits any import of goods or contracting for the supply of goods or services from that country, or any payments to any country, person, or entity in that country. A Tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.10 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, or has been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

3.11 Where the law requires Tenderers to be registered with certain authorities in Nigeria, such registration requirements shall be defined in the TDS

3.12 Nigerian law prohibits Tenders that may prevent, distort, or lessen competition in the provision of goods, works, and services. Infringement of relevant laws attracts criminal sanctions.

3.13 A Nigerian Tenderer shall be eligible to tender if it provides evidence of having fulfilled all its obligations to pay taxes, pensions, and social security contributions and meets the other required compliance, qualification, and relevant experience conditions for registration on the Bureau of Public Procurement's National Database of Contractors, Consultants and Service Providers (NDCCSP).

3.14 Except exempted under section 80 of the Companies and Allied matters Act 2020(CAMA), All foreign companies must first be incorporated in Nigeria as a separate legal entity to qualify to execute a Public Procurement contract in Nigeria.

4. Eligible Goods and Related Services

4.1 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible per ITT 3.9.

4.2 For purposes of this ITT, the term "goods" includes commodities, raw materials, machinery, equipment, and industrial plants; and "related services" include services such as insurance, installation, training, and initial maintenance.

4.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

4.4 A Procuring Entity shall ensure that the items listed below shall be sourced from Nigeria and there shall be no substitutions from foreign sources. The affected items are:

a) motor vehicles, plants, and equipment that are assembled in Nigeria;

b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Nigeria; or

c) goods manufactured, mined, extracted, or grown in Nigeria.

4.5 Any goods, works, and production processes with characteristics that have not been approved or have been declared by the relevant Nigerian national environmental protection agency, food, and drug administration agency, or other competent authorities as harmful to human beings and the environment shall not be eligible for procurement.

5. Sections of Tendering Document

5.1 The Tendering Document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda.

PART 1 - Procedures

i) SECTION I: Instructions to Tenderers (ITT)

ii) SECTION II: Tender Data Sheet (TDS)

iii) SECTION III: Evaluation and Qualification Criteria

iv) SECTION IV: Tendering Forms

PART 2 - Requirements

v) SECTION V: Schedule of Requirements

PART 3 - Contract

vi) SECTION VI: General Conditions of Contract (GCC)

vii) SECTION VII: Special Conditions of Contract (SCC)

viii) SECTION VIII: Contract Forms

5.2 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the Tendering Document.

5.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the Tendering Document per ITT7.

5.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering Document and to furnish with its Tender all information or documentation as is required by the Tendering Document.

6. Clarification of Tendering Document

6.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its inquiries during the pre-Tender meeting if provided for per ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS before the deadline for submission of tenders. The Procuring Entity shall

forward copies of its response to all Tenderers who have acquired the Tender documents per ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response on the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.

6.2 The Procuring Entity shall specify in the TDS if a pre-tender conference will be held, when, and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at that stage.

6.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.

6.4 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents per ITT 6.3. Minutes shall not identify the source of the questions asked.

6.5 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting on the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum under ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for the disqualification of a Tenderer.

7. Amendment of Tendering Document

7.1 At any time before the deadline for submission of Tenders, the Procuring Entity may amend the Tendering Document by issuing addenda.

7.2 Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity per ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page.

7.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders under this ITT.

C. Preparation of Tenders

8. Cost of Tendering

8.1 The Tenderer shall bear all costs associated with the preparation and submission

of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9. Language of Tender

9.1 The Tender, as well as all correspondence and documents relating to the Tender, exchanged by the Tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender 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 Tender, such translation shall govern.

10. Documents Comprising the Tender

10.1 The Tender shall comprise the following:

a) Form of Tender;

b) Price Schedules;

c) Tender Security or Tender-Securing Declaration;

d) Alternative Tender, if permitted;

e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer;

f) Qualifications: documentary evidence per the ITT establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;

g) Tenderer Eligibility: documentary evidence per the ITT establishing the Tenderer's eligibility to tender;

h) Eligibility of Goods and Related Services: documentary evidence per the ITT, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;

i) Conformity: documentary evidence per the ITT that the Goods and Related Services conform to the tender document; and

j) any other document required in the TDS.

10.2 In addition to the requirements under the ITT, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

10.3 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

11. Form of Tender and Price Schedules

11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall paginate all tender documents submitted.

12. Alternative Tenders

12.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.

13. Tender Prices and discounts

13.1 The prices quoted by the Tenderer in the Form of Tender and the Price, Schedules shall conform to the requirements specified below.

13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

13.3 The price to be quoted in the Form of Tender per the ITT shall be the total price of the Tender, including any discounts offered.

13.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

13.5 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, under the ITT. However, if per the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13.6 If specified in the ITT, Tenders are being invited for individual lots (contracts) or any combination of lots (packages). Unless otherwise specified in the TDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or individual Contracts within the package. Discounts shall be submitted per the ITT, provided the Tenders for all lots (contracts) are opened at the same time.

13.7 The terms EXW, CIP, CIF, DDP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.

13.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely to facilitate the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In

quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country per the ITT, Eligible Tenders. Prices shall be entered in the following manner:

a) For Goods manufactured in Nigeria:

   i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable) final destination point indicated in the TDS, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

   ii) any sales tax and other taxes which will be payable in Nigeria on the Goods if the Contract is awarded to the Tenderer; and

   iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified in the TDS.

b) For Goods manufactured outside Nigeria, to be imported:

   i) the price of the Goods, quoted CIP named place of destination, in Nigeria, as specified in the TDS;

   ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the TDS;

c) For Goods manufactured outside Nigeria, already imported:

   i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and customs duties and other import taxes already paid or to be paid on the Goods already imported;

   ii) the customs duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

   iii) any sales and other taxes levied in Nigeria which will be payable on the Goods if the Contract is awarded to the Tenderer; and

   iv) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the TDS.

d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable

taxes).

14. Currencies of Tender and Payment

14.1 The currency(ies) of the Tender, the currency(ies) of the award, and the currency(ies) of contract payments shall be the same.

14.2 The Tenderer shall quote in Nigeria Naira. If allowed in the TDS, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Nigeria Naira.

14.3 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Nigeria on the date thirty (30) days before the actual date of tender opening.

15. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

15.1 To establish the eligibility of the Goods and Related Services per the ITT, Tenderers shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

15.2 To establish the conformity of the Goods and Related Services to the Tendering Document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

15.3 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 substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements.

15.4 The Tenderer 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 continuous functioning of the Goods during the period specified in the TDS following commencement of the use of the goods by the Procuring Entity.

15.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section VII, Schedule of Requirements.

16. Documents Establishing the Eligibility and Qualifications of the Tenderer

16.1 To establish Tenderer eligibility per the ITT, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

16.2 The documentary evidence of the Tenderer's qualifications to perform the

Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:

a) that, if required in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nigeria;

b) that, if required in the TDS, in case of a Tenderer not doing business within Nigeria, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

c) that the Tenderer meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Tenders

17.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity per the ITT). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

17.2 In exceptional circumstances, before the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested per the ITT, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in the ITT.

17.3 If the award is delayed by a period exceeding the number of days to be specified in the TDS days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

a) in the case of fixed price contracts, the Contract price shall be the tender price adjusted by the factor specified in the TDS;

b) in the case of adjustable price contracts, no adjustment shall be made; or in any case, the tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18. Tender Security

18.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified in the TDS, in the form found in

Section IV, Tender Forms and, in the case of a Tender Security, in the amount and currency specified in the TDS.

18.2 A Tender Securing Declaration shall use the form included in Section IV, Tender Forms.

18.3 If a Tender Security is specified under the ITT, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:

In the case of a national competitive Bid

i) an unconditional bank guarantee issued by a bank acceptable to the Procuring entity;

ii) an unconditional insurance bond issued by an insurance company registered and licensed by Nigerian Insurance Commission (NAICOM) and acceptable to the Procuring Entity; or

In the case of an International Competitive bid, an unconditional bank guarantee is issued by a bank acceptable to the Procuring Entity.

18.4 If an unconditional bank guarantee is issued by a financial institution located outside Nigeria, the issuing bank shall have a correspondent bank/licensed financial institution located in Nigeria to make it enforceable unless the Procuring Entity has agreed in writing, before the Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tender Forms, or in another substantially similar format approved by the Procuring Entity before Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or any period of extension if requested under the ITT.

18.5 If a Tender Security is specified under the ITT, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

18.6 If a Tender Security is specified under the ITT, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security under the ITT, the Procuring Entity shall also promptly return the tender security to the Tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a Tenderer declines to extend the tender validity period.

18.7 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

18.8 The Tender Security may be forfeited or the Tender Securing Declaration executed:

a) if a Tenderer withdraws its Tender during the period of Tender validity

specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or

b) if the successful Tenderer fails to:

i) sign the Contract per the ITT; or

ii) furnish a Performance Security per the ITT.

18.9 Where a tender securing declaration is executed, the Procuring Entity shall recommend to the BPP that BPP debars the Tenderer from participating in public procurement as provided in the law.

18.10 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in the ITT.

18.11 A Tenderer shall not issue tender security to guarantee itself.

19. Format and Signing of Tender

19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in the ITT and mark it "ORIGINAL." Alternative Tenders, if permitted per the ITT, shall be marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

19.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders that is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

19.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

19.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and be legally binding on all the members as evidenced by a power of attorney signed by each member's legally authorized representatives.

19.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

20.1 Depending on the sizes or quantities or weight of the tender documents, a Tenderer may use an envelope, package, or container. The Tenderer shall deliver the Tender in a single sealed envelope, or a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package, or container, the Tenderer shall place the following separate, sealed envelopes:

a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in the ITT; and

b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and

c) if alternative Tenders are permitted per the ITT, and if relevant:

i) in an envelope or package or container marked "ORIGINAL – ALTERNATIVE TENDER", the alternative Tender; and

ii) in the envelope or package or container marked "COPIES-ALTERNATIVE TENDER", all required copies of the alternative Tender.

20.2 The inner envelopes or packages or containers shall:

a) bear the name and address of the Procuring Entity.

b) bear the name and address of the Tenderer; and

c) bear the name and Reference number of the Tender.

20.3 Where a tender package or container cannot fit in the tender box, the Procuring Entity shall:

a) Specify in the TDS where such documents should be received.

b) maintain a record of tenders received and issue an acknowledgment receipt note to each Tenderer specifying the time and date of receipt.

c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

20.4 If an envelope or package or container is not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

21. Deadline for Submission of Tenders

21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Document per the ITT, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Tenders

22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

23. Withdrawal, Substitution, and Modification of Tenders

23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) per the ITT, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

a) prepared and submitted per the ITT (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

b) received by the Procuring Entity before the deadline prescribed for submission of Tenders, per the ITT.

23.3 Tenders requested to be withdrawn per the ITT shall be returned unopened to the Tenderers.

23.4 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

24. Tender Opening

24.1 Except as in the cases specified in the ITT, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time, and place specified in the TDS in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted per the ITT, shall be as specified in the TDS.

24.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid

authorization to request the withdrawal and is read out at the Tender opening.

24.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out, and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at the Tender opening.

24.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the Tender opening.

24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.

24.6 Only Tenders, alternative Tenders, and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the TDS.

24.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, per the ITT).

24.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;

b) the Tender Price, per lot (contract) if applicable, including any discounts;

c) any alternative Tenders;

d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;

e) the number of pages of each tender document submitted.

24.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

25. Confidentiality

25.1 Information relating to the evaluation of Tenders and recommendation of contract

award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers per the ITT.

25.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

25.3 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

26. Clarification of Tenders

26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender, shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, per the ITT.

If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

27. Deviations, Reservations, and Omissions

27.1 During the evaluation of Tenders, the following definitions apply:

a) "Deviation" is a departure from the requirements specified in the Tendering document;

b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the Tendering Document.

28. Determination of Responsiveness

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in the ITT.

28.2 A substantially responsive Tender meets the requirements of the Tendering Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) if accepted, would:

i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

ii) limit in any substantial way, inconsistent with the Tendering Document, the Procuring Entity's rights, or the Tenderer obligations under the Contract; or

b) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.3 The Procuring Entity shall examine the technical aspects of the Tender submitted per the ITT, in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.4 If a Tender is not substantially responsive to the requirements of Tendering Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Non-conformities, Errors, and Omissions

29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

29.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS. The adjustment shall be based on the *average* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

30. Arithmetical Errors

30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment, or amendment in any way by any person or entity before evaluation.

30.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive,

b) any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal, and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive, and

c) if there is a discrepancy between words and figures, the amount in words shall prevail.

30.3 Tenderers shall be notified of any error detected in their bid during the notification of the award.

31. Conversion to Single Currency

31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified in the TDS.

32. Margin of Preference and Reservations

32.1 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods, and where the contract exceeds the threshold specified in the Regulations.

32.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a Procuring Entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:

a) motor vehicles, plant, and equipment that are assembled in Nigeria;

b) furniture, textiles, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Nigeria; or

c) goods manufactured, mined, extracted, or grown in Nigeria.

32.3 A margin of preference shall not be allowed unless it is specified so in the TDS.

32.4 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups s as provided in the ITT.

32.5 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises, and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the TDS, a Procuring Entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are

eligible to tender as specified in the TDS. No tender shall be reserved for more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested Tenderers.

33. Evaluation of Tenders

33.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

a) substantially responsive to the tender documents; and

b) the lowest evaluated price.

33.2 The price evaluation will be done for Items or Lots (contracts), as specified in the TDS; and the Tender Price as quoted per the ITT. To evaluate a Tender, the Procuring Entity shall consider the following:

a) price adjustment due to unconditional discounts offered per the ITT;

b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency per the ITT;

c) price adjustment due to quantifiable nonmaterial non-conformities per the ITT; and

d) any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.

33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied throughout the execution of the Contract, shall not be considered in Tender evaluation.

33.4 Where the tender involves multiple lots or contracts, the Tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated per the ITT. The methodology to determine the lowest evaluated Tenderer or Tenderers based on one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, the Tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

33.5 The Procuring Entity's evaluation of a Tender will include and consider:

a) in the case of Goods manufactured in Nigeria, sales and other similar taxes will be payable on the Goods if a contract is awarded to the Tenderer;

b) in the case of Goods manufactured outside Nigeria, already imported or to be imported, customs duties and other import taxes levied on the imported Goods, sales, and other similar taxes, which will be payable on the Goods

if the contract is awarded to the Tenderer;

33.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted per the ITT. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the TDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in the ITT.

34. Comparison of Tenders

34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established per the ITT to determine the Tender that has the lowest evaluated cost. The comparison shall be based on total cost (place of final destination) prices for all goods and all prices, plus the cost of inland transportation and insurance to the place of destination, for goods manufactured within Nigeria, together with prices for any required installation, training, commissioning and other services.

35. Abnormally Low Tenders

35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.

35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analysis of its Tender price about the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the Tendering Document.

35.3 After evaluation of the price analysis, if the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

36. Abnormally High Tenders

36.1 An abnormally high price is one where the tender price, in combination with other constituent elements of the tender appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.2 In case of an abnormally high tender price, the Procuring Entity shall survey the market prices, check if the estimated cost of the contract is correct, and review the Tender Documents to check if the specifications, scope of work, and conditions of

the contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the Tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

a) If the tender price is abnormally high based on the wrong estimated cost of the contract, the Procuring Entity may reject the tender depending on the Procuring Entity's budget considerations.

b) If specifications, the scope of work, and/or conditions of the contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, the scope of work and conditions of contract, as the case may be.

36.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between Tenderers is compromised (*often due to collusion, corruption, or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

37. Post-Qualification of the Tenderer

37.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, under the ITT. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, and subcontractors (other than specialized subcontractors if permitted in the Tendering Document), or any other firm(s) different from the Tenderer.

37.3 An affirmative determination shall be a prerequisite for the award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

38. Lowest Evaluated Tender

38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

a) Most responsive to the Tender document; and

b) the lowest evaluated price.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any Tender.

39.1 The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tendering process and reject all Tenders at any time before the notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

The Procuring Entity shall award the Contract to the successful Tenderer whose tender has been determined to be the Lowest Evaluated Tender per procedures in Section 3: Evaluation and Qualification Criteria.

41. Notice of Intention to enter into a Contract

Upon award of the contract and before the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of the award to all Tenderers which shall contain, at a minimum, the following information:

a) the name and address of the Tenderer submitting the successful tender;

b) the Contract price of the successful tender;

c) a statement of the reason(s) the tender of the unsuccessful Tenderer to whom the letter is addressed was unsuccessful unless the price information in (c) above already reveals the reason;

d) the expiry date of the Standstill Period; and

e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

42. Standstill Period

42.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of fourteen (14) days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2 Where Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

43. Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a

Contract referred to in the ITT, an unsuccessful Tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

44. Letter of Award

Before the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in the ITT, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The Letter of Award shall request the successful Tenderer to furnish the Performance Security within twenty-one (21) days of the date of the letter.

45. Signing of Contract

45.1 Upon the expiry of the fourteen (14) days of the Notification of Intention to enter into a contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

45.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

45.3 The written contract shall be entered into within the period specified in the notification of the award and before the expiry of the tender validity period.

46. Performance Security

46.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security per the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Nigeria unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

46.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender.

46.3 The Performance Security shall not be required for a contract, if so specified in the TDS.

47. Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract on its notice boards, entity website; and the website of the Authority in the manner and format prescribed by the Authority. At the minimum, the notice shall contain the following information:

a) name and address of the Procuring Entity;

b) name and reference number of the contract being awarded, a summary of its scope, and the selection method used;

c) the name of the successful Tenderer, the final total contract price, and the contract duration.

d) dates of signature, commencement, and completion of contract;

e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

48. Procurement Related Complaint

The procedures for making a Procurement-related Complaint are as specified in the TDS.

SECTION II: TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

The following specific data for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reflect thee-procurement process.

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT.

ITT Reference	A. General
ITT 1.1	The reference number of the Invitation to Tenderer (ITT), or "Tender", is: MTI/PROC/TRN-EQPT/2025/01. The Procuring Entity is: Metallurgical Training Institute, Onitsha. The name of the Tender is: Purchase of Training Equipment . The number and identification of lots (contracts) comprising this Tender is: 01 Lot 1.
ITT 1.2(a)	[*delete if not applicable*] Electronic – Procurement System The electronic-procurement system shall be used to manage the following aspects of the Bidding process: issuing of bidding documents
ITT 2.1	The Tenderer is: **Insert name of the Tenderer and statement of relationship with the Procuring Entity if any**. Source of Funding in Naira amount: 2025 Appropriation Act 64, 895,904. The name of the Project is: Purchase of Training Equipment.

ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: two (2).
ITT 4.5	A list of debarred firms and individuals is available on the website: http://www.bpp.gov.ng
	B. Contents of Bidding Document
ITT 7.1	For Clarification of Bid purposes only, the Purchaser's address is: *Metallurgical Training Institute Onitsha, KM6/7 Onitsha-Owerri Road Onitsha Anambra State .* Attention: Director/Ag. Chief Executive. Address: MTI Onitsha. Floor/ Room number*: Director/Ag. Chief Executive's office.* City: Onitsha, Anambra State. Postal Code: **Insert postal code, if applicable**. Country: Nigeria. Telephone: 0803 541 4151. Facsimile number: **Insert fax number, including country and city codes**. Electronic mail address: procurement@mti.org.ng. Requests for clarification should be received by the Purchaser no later than 5days. Web page: **www.mti.org.ng**.
	C. Preparation of Bids
ITT 10.1	The language of the Bid is: English. All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.
ITT 11.1	The following documents must be included with the Bid: Documentary evidence of the Tenderer's qualifications to perform the Contract if its Bid is accepted: (i) that, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Tenderer:

	(a) is incorporated in the country of manufacture of the Goods; (b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods; (c) has manufactured and marketed the specific Goods covered by this bidding document, for at least two (3) years, and similar Goods for at least five (5) years; (ii) that, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce, (a) that the Tenderer has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to supply the Goods in the Purchaser's Country; and The Tenderer shall also submit the following additional information: (a) a statement of installed manufacturing capacity; (b) copies of its audited financial statements for the past three fiscal years; (c) details of on-site quality control facilities and services and range of tests conducted; (d) list of major supply contracts conducted within the last five years.
ITT 11.1 (j)	The Tenderer shall submit the following additional documents in its Bid: Tenderers who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. A "primary manufacturer" is defined as a company that performs all the manufacturing and formulating operations needed to produce the Goods. **List any additional document not already listed in the ITT that must be submitted with the Bid**.
ITT 13.1	Alternative Bids shall not be considered. If alternatives shall be considered, the methodology shall be defined in Section III, Evaluation and Qualification Criteria.
ITT 14.5	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.
ITT 14.6	Prices quoted for each lot (contract) shall correspond at least to **80%** percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to **Insert figure**

	percent of the quantities specified for this item of a lot.
ITT 14.7	The Incoterms edition is: 2020.
ITT 14.8 (a) (iii), (b) (ii) and c(v)	Final Destination (Project Site): I**nsert final destination, if different from named place of destination**
ITT 14.8 (b)(i) and (c) (v)	Place of Destination: **insert named place of destination as per Incoterm used.**
ITT 15.1	The Tenderer **is not** required to quote in other relevant currency of the country of origin of goods the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITT 16.3 (b)	Documentation requirements for eligibility of Goods. In addition to the documents stated in ITT 16.1, 16.2, and 16.3 (a), the following documents should be included with the Bid: **Insert any other eligibility documentation required.**
ITT 16.4	Nigeria does require registration of Goods Commodities. Note: If the Purchasing Entity does not require registration of the Goods, delete 16.4 (b) and 16.5 below and insert the following language: ITT 16.4 is inapplicable. The Applicable Law does not require registration of the Goods to be supplied under the Contract. Note: The Procuring Entity shall not annul the award of a Contract based on a Tenderer's failure to successfully register the Goods, without first seeking and obtaining the BPP's no objection. There shall be no forfeiture of a Bid or a Performance Security based on the failure to obtain registration.
ITT 16.4 (b)	By the time of Contract signing, the successful Tenderer shall have complied with the following documentary requirements to register the Goods to be supplied under the Contract: certification from Standards Organization of Nigeria (SON). Note: Because of potential delay when various government agencies must intervene in the registration process, Tenderers are encouraged to inquire about registration requirements and procedures as early as possible.
ITT 16.5	To obtain additional information about the requirements for registration, Tenderers may contact **Insert name of the agency, contact person, phone/fax/email address**

	The requirements of registration include: **List main requirements including in particular aspects that consume considerable time**.
ITT 18.1	The Bid validity period shall be 90 days.
ITT 18.3 (a)	The Bid price shall be adjusted by the following factor(s): inflation caused by government policy Note: The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.
ITT 19.1	Note: If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa. A Bid Security **Shall be** required. A Bid-Securing Declaration Shall not be required. If a Bid Security shall be required, the amount and currency of the Bid security shall be One Million, Two Hundred and Ninety-Seven Thousand, Nine Hundred and Eighteen Naira, Zero Eight kobo (1,297,918.08). Note: If a Bid Security is required, insert the amount and currency of the Bid Security. One Million, Two Hundred and Ninety-Seven Thousand, Nine Hundred and Eighteen Naira, Zero Eight kobo (1,297,918.08). In case of lots, please insert the amount and currency of the Bid Security for each lot. Note: Bid Security is required for each lot as per amounts indicated against each lot. Tenderers have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however, if the amount of Bid Security is less than the total required amount, the Procuring Entity will determine for which lot or lots the Bid Security amount shall be applied.
ITT 19.3 (d)	Other types of acceptable securities: None. Note: Insert names of other acceptable securities. Insert "None" if no Bid Security is required or if Bid Security is required but no other forms of Bid securities besides those listed in ITT are acceptable.
ITT 19.9	Only If the Tenderer performs any of the actions prescribed in ITT of this provision, the Procuring Entity will directly or through the BPP declare the Tenderer ineligible to be awarded a contract for a period of **5** years.

ITT 20.1	In addition to the original of the Bid, the number of copies is: **two (2)**.
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Board Resolution, Official Company Letterhead Confirmation.
D. Submission and Opening of Bids	
ITT 22.1	For Bid submission purposes only, the Purchaser's address is: **Metallurgical Training Institute, Onitsha. P.M.B 1555. km 6/7 Onitsha-Owerri Road, Onitsha Anambra State.**. Attention: Director/Ag. Chief Executive. Street Address: MTI, Onitsha. Floor/ Room number: Procurement unit Room 6, Administration Block. City: Onitsha . Postal Code: P.M.B 1555. Country: Nigeria. Note: The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days unless otherwise agreed with the Procuring Entity. The deadline for Bid submission is: Date: Tuesday 10th March, 2026 . Time: 12:00pm. Note: The date and time should be the same as those provided in the Specific Procurement Notice - Request for Bids unless subsequently amended under the ITT. Tenderers shall not have the option of submitting their Bids electronically. Note: following provision should be included and the required corresponding information inserted only if Tenderers have the option of submitting their Bids electronically. Otherwise omit. The electronic Bidding submission procedures shall be: **Insert a description of the electronic bidding submission procedures**.
ITT 25.1	The Bid opening shall take place at:

	Street Address: Metallurgical Training Institute, Onitsha. Floor/ Room number: institute's ***conference room of Administration Block***. City: Onitsha. Postal Code: P.M.B. 1555. Country: Nigeria .Street Address: [*insert street address and number]* Date: Tuesday 10th March, 2026.. Time: 12:00pm.
ITT 25.1	Note: The following provision should be included and the required corresponding information inserted only if Tenderers have the option of submitting their Bids electronically. Otherwise omit. : **Insert a description of the electronic Bid opening procedures.**
ITT 25.6	The Letter of Bid and Price Schedules shall be initialed by 5 representatives of the Purchaser conducting Bid opening. **Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price initialed by the representative of the purchaser.**
E. Evaluation and Comparison of Bids	
ITT 30.3	The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Procuring Entity shall use its best estimate.
ITT 32.1	The currency that shall be used for Bid evaluation and comparison purposes to convert (at the selling exchange rate) all Bid prices expressed in various currencies into a single currency is: Naira. The source of exchange rate shall be: Central Bank of Nigeria (CBN). The date for the exchange rate shall be*: 20th January,2026 not earlier than twenty-eight (28) days before the deadline for submission of the bids nor later than the original date for the expiry of the bid validity period* .
ITT 33.1	Note: The following provision should be included and the required corresponding information inserted only if the Procuring Entity intends to apply a margin of preference to the subject contract. Otherwise, omit. A margin of domestic preference shall not apply.

	If a margin of preference applies, the application methodology shall be defined in Section III, Evaluation and Qualification Criteria.
ITT 34.2(a)	Evaluation will be done for: Bids will be evaluated for each item and the contract will comprise the item(s) awarded to the successful Tender .
ITT 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: **Insert complementary details if necessary**. ***(a)*** Deviation in Delivery schedule: **Insert Yes or No. If Yes insert the adjustment factor and relevant parameters per option selected**. The adjustment per week for delivery delays beyond the time specified in the Schedule of Requirements is: **Specify percentage adjustment**. Or The adjustment per week for delivery delays beyond the range of weeks specified in the Schedule of Requirements is: **Specify percentage adjustment**. Or The adjustment for partial shipments is: **Specify adjustments for early and late deliveries**. Note: For evaluation purposes, a rate of one-half (0.5) percent per week is a reasonable figure. **(b)** Deviation in payment schedule: No*;* and **(c)** **Insert any other specific criteria in Section III, Evaluation and Qualification Criteria**.
F. Award of Contract	
ITT 42	The maximum percentage by which quantities may be increased is: **Insert percentage**. The maximum percentage by which quantities may be decreased is: **Insert percentage**.

ITT 45.1	The successful Tenderer shall submit the Beneficial Ownership Disclosure Form.
ITT 47.1	The procedures for making a Procurement-related Complaint are detailed in the http://www.bpp.gov.ng. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: For the attention: Engr. F. U. Obi. Title/position: Director/Ag. Chief Executive. Purchasing Entity: Metallurgical Training Institute, Onitsha. Email address*: procurement@mti.org.ng.* Fax number: , In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Bidding Documents; and **2.** the Purchasing Entity's decision to award the contract.

SECTION III: EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate in the Nigeria Naira, but if originally denominated in a foreign currency using the rate of exchange determined as follows:

a) For business turnover or financial data required for each year - The exchange rate prevailing on the last day of the respective calendar year (in which the amount for that year is to be converted) was originally established.

b) Value of single contract - Exchange rate prevailing on the date of the contract signature.

c) Exchange rates shall be taken from the publicly available source identified in ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.2 This section contains the criteria that the Procuring Entity shall use to evaluate tender and qualify Tenderers. No other factors, methods, or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

2. Evaluation of Tenders (ITT 33)

2.1 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which have been determined to:

a) be substantially responsive to the tender documents.

b) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, per the ITT 13.6 inviting Tender prices and discounts and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and

c) be offered by Tenderers or Tenderers that substantially meet the qualification criteria applicable for the Contract or combined Contracts for which they are selected.

2.2 Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides a very clear guide on how to deal with the review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and a list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender.

PRICE EVALUATION

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3, and ITT 34 and its subparagraphs the following criteria shall apply:

2.2.1 Evaluation of Technical aspects of the Tender

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

The Procuring Entity will highlight herein any particular details, characteristics, functional guarantees, or other requirements under the specifications, which the Tenderer is required to specifically confirm or provide details as per Section V, Supply Requirements, or other parts of the Tender Document. To facilitate, a template may be attached or clearly described all information and a list of documentation to be submitted by Tenderers to enable evaluation of Technical parts of the Tender.

2.2.2 Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):

The Procuring Entity shall determine whether the Tenders are substantially responsive to the Commercial and Contractual Terms and Conditions (e.g., performance securities, Payment, and delivery schedules).

The Procuring Entity will highlight herein any particular requirements under the Contract which the Tenderer is required to specifically confirm or provide information to enable evaluation of Commercial Terms and Conditions of the Tender.

2.2.3 Evaluation Criteria (Other Factors) (ITT 33.6)

The Procuring Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted per ITT 13.8, one or more of the following factors as specified in ITT 33.2(d) and TDS ITT 33.6, using the following criteria and methodologies.

a) Delivery schedule.

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Tenders offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Tender price of Tenders offering deliveries later than the "Earliest Delivery Date" specified in Section V, Schedule of Requirements.

An adjustment factor of 0.5% per week of delay would be reasonable. However, the adjustment factor should not be more than the rate of Liquidated Damages to be applied in case of delay in delivery of Goods and Services under the Contract conditions.

b) Deviation in the payment schedule. Tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders shall be evaluated based on this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such an alternative payment schedule. The Procuring Entity may consider the alternative payment schedule and the reduced Tender price offered by the Tenderer selected based on the base price for the payment schedule outlined in the SCC.

c) Cost of major replacement components, mandatory spare parts, and service. [insert one of the followings]

The list 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 TDS 15.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Tender, shall be added to the Tender price, for evaluation purposes only.

or

The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the TDS 15.4. The total cost of these items and

quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the Tender price, for evaluation purposes only.

or

The Tenderer shall provide along with its Tender, the list of recommended spare parts for Goods offered to indicate for each item of spare part the recommended quantity and unit, and total CIP final destination prices required during the initial period of operation specified in the TDS 15.4. The prices offered shall not exceed the prevailing prices charged to other parties by the Tenderer. The cost of such spare parts will not be taken into account for tender evaluation. The Procuring Entity may award the contract for spare parts to the Tenderer that is successful for the supply of Goods, by selecting at its option, from the Tender's list of recommended spare parts, such items and quantities against each as the Procuring Entity may deem appropriate at the unit prices indicated by the Tenderer but not exceeding 10% (present) of the cost of Goods [normally not more than 10% or 15%.]

d) Availability in Nigeria of spare parts and after-sales services for equipment offered in the Tender.

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories if quoted separately shall be added to the Tender price, for evaluation purposes only.

e) Life Cycle Costs

If specified in TDS 33.6, an adjustment to consider the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Tender price, for evaluation purposes only. The adjustment will be evaluated per the methodology specified below and the following information:

Note to Procuring Entity: Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Tenders. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.

Either amend the following text as required or delete it if life cycle cost is not applicable.

i) number of years for life cycle cost determination [insert the number of years of the economic life of Goods];

ii) the discount rate to be applied to determine the net present value of the life-cycle-cost is [insert the discount rate];

iii) the annual operating and maintenance costs (recurrent costs) shall be determined based on the following methodology: [insert methodology E.G. This should include factors that will be used for the determination of life-cycle costs such as costs of operation and maintenance, residual value at the end of the economic life of Goods, major elements that will be used for determination of cost of operation and maintenance such as fuel, power, labor, spare parts, etc. unit prices of elements such as fuel, power, etc., the quantity of annual usage such as Kms or Hours of operation of Goods, Formula for calculation of LCC, etc.];

iv) and the following information is required from Tenderers [insert any information required from Tenderers, including prices e.g., Guaranteed fuel and/or power consumption, cost of labour, spare parts, etc.].

f) Performance and productivity of the equipment: [insert one of the followings]

i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Tender price, for evaluation purposes if specified in the TDS 33.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Tender below the norm of 100, using the methodology specified below.

Insert the methodology and criteria if applicable, e.g., The Following aspects could be considered in the formulation of this methodology and criteria: (i) Tender price for the equipment; ii) Price of spare parts required for AAA years of operations, iii) Adjustments to tender price for omissions, deviations and exceptions to technical and commercial conditions in the tender documents; iv) Capitalized cost savings due to the equipment efficiency at the rate of XXX (specify currency and amount) for each YYY % (percent) above the minimum ZZZ % (percent) efficiency; v) Capitalized cost for the auxiliary power consumption at PPP (specify currency and amount) per KW for AAA years, and vi) Applicable discount rate of BBB%.

or

ii) An adjustment to consider the productivity of the goods offered in the Tender will be added to the Tender price, for evaluation purposes only, if specified in ITT 33.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Tender concerning minimum required values, using the methodology specified below.

Insert the methodology and criteria if applicable e.g., The evaluation and comparison of responsive tenders shall be based on the total life cycle cost for 10 years, per unit of output. The life cycle cost shall be the sum of the initial purchase price of the equipment and the cost of operation in electric energy for 10

years of operation at the unit cost of #689.94 per kwh, discounted to the net present value at 61.45 percent.

g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6][If specific sustainable procurement technical requirements have been specified in Section VII-Specification, either state that (i) those requirements will be evaluated on a pass/fail (compliance basis) or otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.

2.2.4. Multiple Contracts (ITT 33.4)

Multiple contracts will be permitted per ITT 33.4. Tenderers are evaluated on basis of Lots and the lowest evaluated Tenderer is identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for the award of Contracts.

OPTION 1

i) If a Tenderer wins only one Lot, the Tenderer will be awarded a contract for that Lot, provided the Tenderer meets the Eligibility and Qualification Criteria for that Lot.

ii) If a Tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the Tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The Tenderer will be awarded the combination of Lots for which the Tenderer qualifies and the others will be considered for award to the second lowest the Tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)]and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the Tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

2.2.5. Alternative Tenders

(ITT 13.1) An alternative if permitted under ITT 13.1, will be evaluated as follows:

Insert one of the following

"A Tenderer may submit an alternative Tender only with a Tender for the base case. The Procuring Entity shall only consider the alternative Tenders offered by the Tenderer whose Tender for the base case was determined to be the Lowest Evaluated Tender."

or

"A Tenderer may submit an alternative Tender with or without a Tender for the base case. The Procuring Entity shall consider Tenders offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All Tenders received, for the base case, as well as alternative Tenders meeting the specified requirements shall be evaluated on their own merits per the same procedures, as specified in the ITT 33."

3. MARGIN OF PREFERENCE

3.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled, or semi-processed in Nigeria. Goods assembled or semi-processed in Nigeria shall have a local content of not less than 40%.

3.2 The margin of preference will be applied per, and subject to, the following provisions:

a) Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Nigeria, to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.

b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled, or semi-processed in Nigeria. Responsive tenders shall be classified into the following groups:

i) Group A: Tenders offering goods manufactured in Nigeria, for which (a) labour, raw materials, and components from within Nigeria account for more than forty (40) percent of the Ex-Works price; and (b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of the Tender submission date;

ii) Group B: All other Tenders offering Goods manufactured in Nigeria;

iii) Group C: Tenders offering Goods manufactured outside Nigeria that have been already imported or that will be imported.

c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender

Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after the Tender opening. Tenderers shall provide correct information, especially concerning duties, taxes, etc. paid on previously imported Goods and the percentage of local labor, materials, and components for Goods manufactured in Nigeria as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.

d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.

e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.

f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above."

4. Post-Qualification of Tenderers (ITT 37)

Note for Procuring Entity to be deleted before issuing the tender documents.

This STD for Procurement of Goods assumes that no Prequalification has taken place before tendering. However, if a Prequalification process is undertaken, the Qualification Criteria stipulated in this Section III, Evaluation and Qualification Criteria must be updated to ensure that the Tenderer and any Sub- Suppliers shall meet or continue to meet the Criteria used at the time of Prequalification.]

4.1 Post-Qualification Criteria (ITT 37.1)

In case the tender <u>was not subject to pre-qualification</u>, the tender that has been determined to be the lowest evaluated Tenderer shall be considered for contract award, subject to meeting each of the following conditions (post qualification Criteria applied on a GO/NO GO basis). The Procuring Entity shall carry out the post- qualification of the Tenderer per ITT 37, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification

requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

Note for Procuring Entity to be deleted before issuing the tender documents.

Select requirements (criteria) for post qualification from below as relevant and appropriate for the nature, size, and type of Goods and Services to be procured. Generally, for procurement of Goods, unless the value of the item is very large, the criteria for assessment of the Manufacturer's technical capability should always be considered more important than its financial resources. For very small value items, the criteria for financial capability may even be omitted.

4.2 If the Tenderer is a manufacturer

a) Financial Capability

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Nigeria Naira 10,815,984 [or equivalent].

ii) Minimum average annual supply turnover of Nigeria Naira 162,239,760 (One Hundred and Sixty-Two Million, Two Hundred and Thirty-Nine Thousand, Seven Hundred and Sixty Naira) Only or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last 3 years. In the case of multiple contracts, the limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

b) Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, the experience and demonstrated technical capacity of only the JV shall be taken into account, and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs, and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating the capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words “Similar Goods” have been used it includes upgrades, latest and improved versions, or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

List the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the tender document. Samples of Experience Requirements:

i) The Tenderer shall be manufacturing similar Goods for the last 5 years to cover a sufficiently long period ranging from 2 to 5 years depending upon the Goods to be procured). Or

ii) The Tenderer shall furnish documentary evidence to demonstrate the successful completion of at least 3 (I of contracts of similar Goods in the last 5 years each contract costing at least Nigeria Naira equivalent and involving a supply of at least 80% percentage of required quantity (usually the percentage is about 70-80%) in some cases where Procuring Entity requires deliveries in a scheduled manner over a specified time, include the item (iii) below.

iii) (Optional) The installed capacity to manufacture____ number of items (specify the relevant item number) shall not be less than _____ units per ___ (specify week or month).

c) (Optional) Documentary Evidence of Usage of Goods (When appropriate)

The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last __ years. If the Tenderer is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

4.3 If the Tenderer is a Supplier:

If a Tenderer is a Supplier offering the Goods on behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Nigeria Naira 10,815,984

ii) Minimum average annual supply turnover of Nigeria Naira 162,239,760 or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 3 years, divided by 3 years.

iii) Has satisfactorily and substantially completed at least 3 contract(s) of a similar nature either within Nigeria, the West African Community, or abroad, as a prime supplier or a joint venture member, each of a minimum value in Nigeria Naira equivalent.

4.4 History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer, or the member of JV as the case may be, in the last 3 years. The required information shall be furnished as per form CON-2].

4.5 Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established concerning Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. The Tenderer shall provide information on pending litigations as per Form CON-2.

4.6. Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last__(specify years). All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in the rejection of the tender.

TENDERING FORMS

Tenderer is expected to complete and include the following tendering forms as part of their tender. These documents are located in the attached Forms appendix to this Bid package.

- Form of Tender
- Tenderer Information Form
- Tenderer JV Members Information Form
- Price Schedule: Goods Manufactured Outside Nigeria, to be Imported
- Price Schedule: Goods Manufactured Outside Nigeria, already imported
- Price Schedule: Goods Manufactured in Nigeria Price and Completion
- Schedule – Related Services
- Form of Tender Security – Demand Guarantee
- Form of Tender Security (Tender Bond)
- Form of Tender-Securing Declaration
- Manufacturer's Authorization Form

PART 2 – REQUIREMENTS

SECTION IV: SCHEDULE OF REQUIREMENTS

Notes for preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Tender Document by the Procuring Entity and shall cover, at a minimum, a description of the Goods, Services, Works, and Technology to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Tenderers to prepare their Tenders efficiently and accurately, in particular, the Price Schedule, for which a Form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of the Contract under the Instructions to Tenderers (ITT).

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the ITT under the Incoterms rules that "delivery" takes place when Goods, Works, Services, or Technology are delivered to the final place of delivery, and (b) the date prescribed herein from which the Procuring Entity's delivery obligations start, e.g., a notice of award, contract signature, opening or confirmation of the letter of credit.

1. List of Goods and Delivery Schedule

The Procuring Entity shall fill in this table, except the column "Tenderer's offered Delivery date" to be filled by the Tenderer

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [*to be provided by the Tenderer*]
1	Plasma Arc Welding Machine	2	2	MTI Store	14 days 21/05/2026 to 4/06/2026	7 Days 4/06/2026 to 11/06/2026	[insert the number of days following the date of effectiveness of the Contract]
2	Flux-core Welding machine	2	2	MTI Store	14 days 21/05/2026 to 4/06/2026	7 Days 4/06/2026 to 11/06/2026	

3	Guillotine Metal Cutting Machine	2	2	MTI Store	14 days 21/05/2026 to 4/06/2026	7 Days 4/06/2026 to 11/06/2026	
4	Electrical Installation Trainer	1	1	MTI Store	14 days 21/05/2026 to 4/06/2026	7 Days 4/06/2026 to 11/06/2026	
5	Earthing and protection trainer	1	1	MTI Store	14 days 21/05/2026 to 4/06/2026	7 Days 4/06/2026 to 11/06/2026	
6	Winding Machine	2	2	MTI Store	14 days 21/05/2026 to 4/06/2026	7 Days 4/06/2026 to 11/06/2026	
7	PLC Trainer	1	1	MTI Store	14 days 21/05/2026 to 4/06/2026	7 Days 4/06/2026 to 11/06/2026	
8	Soldering Iron Workstation	5	5	MTI Store	14 days 21/05/2026 to 4/06/2026	7 Days 4/06/2026 to 11/06/2026	
9	Laboratory electric furnace (14000c)	2	2	MTI Store	14 days 21/05/2026 to 4/06/2026	7 Days 4/06/2026 to 11/06/2026	
10	Induction Melting furnace	2	2	MTI Store	14 days 21/05/2026 to 4/06/2026	7 Days 4/06/2026 to 11/06/2026	

2. List of Related Services and Completion Schedule

This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods, Works, Services, or Technology Delivery Dates (as per Incoterms)

Service	Description of Service	Quantity, if applicable	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
Training/Installation	Functional verification, Accessories & Consumables, Safety features, Documentation, and Air compressor capability	Insert quantity of items to be supplied	Insert physical unit for the items	MTI Onitsha, Mini Auditorium	5days 11/06/2026 to 17/06/2026
Training /Installation	Performance Test, Supplied Accessories, Safety Compliance, Documentation, Spare Parts			MTI Onitsha, Mini Auditorium	5days 11/06/2026 to 17/06/2026
Training/ Installation	Functional & Safety Test, Mechanical Integrity, Documentation, Safety Compliance and Accessories			MTI Onitsha, Mini Auditorium	5days 11/06/2026 to 17/06/2026
Training /Installation	Functional Testing, Accessories, Documentation, Safety			MTI Onitsha, Mini Auditorium	5days 11/06/2026 to 17/06/2026
Training /Installation	Materials Verification, Installation test, Compliance, Documentation			MTI Onitsha, Mini Auditorium	5days 11/06/2026 to 17/06/2026
Training/Installation	Functional Test, Accessories, Documentation and Safety			MTI Onitsha, Mini Auditorium	5days 11/06/2026 to 17/06/2026
Training /Installation	Operational Test, Software & License, Documentation and Accessories,			MTI Onitsha, Mini Auditorium	5days 11/06/2026 to 17/06/2026

Training/Installation	Functional test, accessories, safety & ESD Compliance and Documentation			MTI Onitsha, Mini Auditorium	5days 11/06/2026 to 17/06/2026
Training /Installation	Functional Thermal Test, Safety features, Accessories and Documentation			MTI Onitsha, Mini Auditorium	5days 11/06/2026 to 17/06/2026
Training /Installation	Performance Test. Cooling System, Safety System, Accessories and Documentation			MTI Onitsha, Mini Auditorium	5days 11/06/2026 to 17/06/2026

Technical Specifications

1.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods, Services, Works, and Technology required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS to consider that:

- Constitutes the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, a well-defined TS will facilitate the preparation of responsive Tenders by Tenderers, as well as the examination, evaluation, and comparison of the Tenders by the Procuring Entity,
- Require that all materials to be incorporated in the Goods, Services, Works, and Technology be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the Contract,
- Make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS,
- BPP encourages the use of metric units.

Standardizing technical specifications may be advantageous, depending on the complexity of the Goods, Services, Works, and Technology and the repetitiveness of the

type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of Goods, Services, Works, and Technology.

Standards for equipment, materials, and workmanship specified in the Tender Document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or substantially equivalent." When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity or other eligible countries, a statement should follow other authoritative standards that ensure at least substantially equal quality, then the standards mentioned in the TS will also be acceptable.

Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:

- Standards of materials and workmanship are required for the production and manufacturing of the Goods, Services, Works, and Technology.
- Any sustainable procurement technical requirements shall be specified.

1.2 To encourage Tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for Tender comparisons, Tenderers may be invited to offer Goods, Services, Works, or Technology that exceed the specified minimum sustainable procurement requirements.

- Detailed tests are required (type and number).
- Other additional works and/or related Services are required to achieve full delivery/completion.
- Detailed activities to be performed by the Tenderer, and participation of the Procuring Entity thereon.
- List of detailed functional guarantees covered by the Contract, including warranty and the specification of the liquidated damages to be applied if such guarantees are not met.

1.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the Tenderer shall provide detailed information on such technical performance characteristics concerning the corresponding acceptable or guaranteed values.

1.4 When the Procuring Entity requests that the Tenderer provides in its Tender a part or all of the TS, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and how it has to be presented by the Tenderer in its Tender.

1.5 If a summary of the TS has to be provided, the Procuring Entity shall insert information in the table below. The Tenderer shall prepare a similar table to justify compliance with the Requirements.

Summary of Technical Specifications: The Goods, Services, Works, and Technology shall comply with the following TS and Standards:

Item No.	Name of Goods or Related Service	Technical Specifications and Standards
1	Plasma Arc Welding Machine	50Hz, 220 Industrial
2	Flux-core Welding machine	Dual operation (MMA ANDMAG) Voltage:220v ±15%, 50/60Hz Input current: 23.5A
3	Guillotine Metal Cutting Machine	Sheet thickness: 20mm,15kw, stroke blade between 30-100mm
4	Electrical Installation Trainer	Dolang, DLWD-ETBEZMXT. Power: 3phase/1phase 50HZ
5	Earthing and protection trainer	Model No. SR3110, Certification: Iso 9001. Power Supply:220v/50Hz
6	Winding Machine	Automatic. Voltage: 220V.Power:650/800W.Windable Max Coil width: 100mm.Windable Max. Diameter: 700mm. Counting range: 0-999 rings. Windable diameter: 0.2-3.0mm. Can be wound: around 4 pieces 1.78mm
7	PLC Trainer	SSP-1 Programmable Systems Simulator Didactic Equipment Electrical Engineering lab Equipment. 24 vdc (output by the Plc) Dimensions: 390x297x100mm, Net weight: 5kg

8	Soldering Iron Workstation	Voltage Input: 230Vac. Power Consumption: 500A (Max). Hot Air Temp: 100c-550c. Dimensions: Width 188mm Height 127mm Depth 244mm. Weight: 3.7kg. life Cycle: 15Years)
9	Laboratory electric furnace (14000c)	Max.Temp14000c, heating element: Silicon Carbide rods (SiC) Insulation: Alumina/Polycrystalline ceramic fiber, double wall, air cooling(fan), PIDcontroller, auto-tune30-51),safety features: Over-temp, thermocouple brak, soft-start, power-fail resume 3phase 380 V,
10	Induction Melting furnace	Large-scale, capacity: 50kg-5 t. power:50-3000kw, frequency: various w/pulse. Melting rate:10-100kg. cooling Flow: heavy duty (100m3/h). temp/controls: dynamic modes programmable, fast melt.

Detailed Technical Specifications and Standards

Insert detailed description of TS whenever necessary and to the extent needed

Drawings

This Tender Document includes Insert either "The following List of Drawings" or "No Drawings":

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

Inspections and Tests

The following inspections and tests shall be performed: Insert list of inspections and tests.

PART 3 – CONTRACT

SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

In the Conditions of Contract ("these Conditions"), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

a) "Contract" means the Contract 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.

b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

c) "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 under the Contract.

d) "Day" means calendar day.

e) "Completion" means the fulfilment of the Related Services by the Supplier per the terms and conditions outlined in the Contract.

f) "GCC" means the General Conditions of the Contract.

g) "Goods" means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.

h) "Procuring Entity" means the Procuring Entity purchasing the Goods and Related Services, as specified in the SCC.

i) "Related Services" means the services incidental to the supply of the Goods, such as insurance, delivery, installation, commissioning, training, initial maintenance, and other such obligations of the Supplier under the Contract.

j) "SCC" means the Special Conditions of the Contract.

k) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

l) "Supplier" means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.

m) "Base Date" means a date 30 days before the submission of tenders.

n) "Laws" means all national legislation, statutes, ordinances, regulations, and by-laws of any legally constituted public authority.

o) "Letter of Acceptance" means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

p) "Procuring Entity" means the Entity named in the Special Conditions of Contract.

2. Interpretation

2.1. If the context so requires it, singular means plural and vice versa.

2.2. Incoterms

a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the SCC.

b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

Subject to the order of precedence outlined in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

a) the Contract Agreement,

b) the Letter of Acceptance,

c) the General Conditions of Contract

d) the Special Conditions of Contract

e) the Form of Tender,

f) the Specifications and Schedules of the Drawings (if any), and

g) the Schedules of Requirements, Price Schedule, and any other documents forming part of the Contract.

4. Fraud and Corruption

The Supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies, and procedures as outlined in the Laws of Nigeria.

The Supplier shall disclose any commissions, gratuity, or fees that may have been paid or are to be paid to agents or any other person concerning the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee.

4.1 Entire Agreement

4.1.1 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 the parties with respect thereto made before the date of the Contract.

4.2 Amendment

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 authorized representative of each party thereto.

4.3 Non-waiver

a) 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 a 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 authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

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.

5. Language

5.1 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 the English Language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the English

Language, in which case, for purposes of interpretation of the Contract, the English language translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium, or Association

6.1 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 member of the joint venture, consortium, or association to act 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 written consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Nigerian firm, must submit with its tender a valid tax compliance certificate from the Nigeria Revenue Authority.

8. Notices

8.1 Any notice given by one party to the other under the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 Notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted per the laws of Nigeria.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of Goods and services prohibitions in Nigeria:

a) where, as a matter of law, compliance, or official regulations, Nigeria prohibits commercial relations with that country or any import of Goods from that country or any payments to any country, person, or entity in that country; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Nigeria prohibits any import of Goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence an arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given per this Clause shall be finally settled by arbitration. The arbitration may be commenced before or after delivery of the Goods under the Contract.

10.2 Arbitration proceedings shall be conducted as follows:

10.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably per Sub-Clause 10.1 shall be finally settled by arbitration.

10.2.2 Notwithstanding the issue of notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties.

10.2.3 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.

10.2.4 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or the reasons for the dispute given in its notice of a claim or dispute.

10.2.5 The arbitration may be commenced before or after the delivery of the Goods. The obligations of the Parties shall not be altered because of any arbitration being conducted during the progress of the delivery of Goods.

10.2.6 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing on the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

10.3 Arbitration Proceedings

10.3.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of any applying party, by the Chairman, Vice Chairman, or Appropriate Officer of; The African Regional Centre for International Commercial Arbitration, Lagos, Nigeria

10.3.2 Either party may elect an Arbitration panel instead of a single arbitrator, in which case each party shall within fourteen (14) days of notification of the appointment of an arbitrator by the institution written to appoint one arbitrator, and the Arbitrator appointed by the institution shall be chairman of the panel.

10.3.3 The place of arbitration shall be a location specified in the SCC, and the arbitration shall be conducted in the English Language.

10.4 Failure to Comply with Arbitrator's Decision

10.4.1 The award of such an Arbitrator shall be final and binding upon the parties except for cases of manifest error.

10.6.1 If a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court for enforcement.

10.7 Contract operations continue

Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will identify relevant time, changes and costs.

11.2 Under the ITT, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or

by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to the GCC which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to the GCC, the delivery of the Goods and completion of the Related Services shall be per the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply per the GCC, and the Delivery and Completion Schedule, as per the GCC.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, except for any price adjustments authorized in the SCC.

15.2 Where the contract price is different from the corrected tender price, to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price – tender price)/tender price X 100*.

16. Terms of Payment

16.1 The Supplier shall request payment by submitting an invoice(s), delivery note(s), and any other relevant documents as specified in the SCC to the Procuring Entity.

16.2 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.

16.3 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note, and any other relevant documents as specified in the SCC.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

16.5 If the Procuring Entity fails to pay the Supplier any payment by its due date or within the period outlined in the SCC, the Procuring Entity may pay 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 arbitrage award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.

17.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in Nigeria, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations unless specified otherwise in the SCC.

19. Copyright

19.1 The intellectual property 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 the such third party except they have been produced for the Procuring Entity under this contract, in which case copyright shall vest in the Procuring Entity.

20. Confidential Information

20.1 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 before, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub-Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under the GCC.

20.2 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 performance of the Contract.

20.3 The obligation of a party under the GCC, however, shall not apply to information that:

a) the Procuring Entity or Supplier needs to share with other arms of the Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in the SCC;

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.

20.4 The GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto before the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of the GCC shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of the GCC.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements 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.

b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or another 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.

c) Wherever references are made in the Contract to codes and standards by 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 per the GCC.

23. Packing and Documents

23.1 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 transit points.

23.2 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 any other instructions ordered by the Procuring Entity.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—

against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, per the applicable Incoterms or in the manner specified in the SCC.

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be per the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c) furnishing a detailed operation and maintenance manual for each appropriate unit of the supplied Goods;

d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, 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

26. Inspections and Tests

26.1 The Supplier shall at its own expense and 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 SCC.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at the point of delivery, and/or at the Goods' final destination, or in another place in Nigeria as specified in the SCC. Subject to the GCC, 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.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in the GCC, provided that the Procuring Entity

bears all of its costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 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.

26.5 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 impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, a due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

26.7 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 notice under the GCC.

26.8 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 under the GCC, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under the GCC, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery 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 delivered price of the delayed Goods or unperformed 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 under the GCC.

28. Warranty

28.1 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.

28.2 Subject to the GCC, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 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, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 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 opportunities for the Supplier to inspect such defects.

28.5 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.

28.6 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.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with the GCC, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any 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 right registered or otherwise existing at the date of the Contract because of:

a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; 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, nor any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, under the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in the GCC, 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.

29.3 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 behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford 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.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any 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.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful 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 concerning patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date thirty (30) days before the date of Tender submission, 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, per the GCC.

32. Force Majeure

32.1 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 failures to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 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, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 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 practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through a notice per the GCC, to make changes within the general scope of the Contract in any one or more of the following:

a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;

b) the method of shipment or packing;

c) the place of delivery; and

d) the Related Services to be provided by the Supplier.

33.2 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 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 asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 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.

33.4 Value Engineering: The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

a) the proposed change(s), and a description of the difference to the existing contract requirements;

b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and

c) a description of any effect(s) of the change on performance/functionality.

33.5 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

a) accelerates the delivery period; or

b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or

c) improves the quality, efficiency, or sustainability of the Goods; or

d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

33.6 If the value engineering proposal is approved by the Procuring Entity and results in:

a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or

b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during the performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services under the GCC, 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.

34.2 Except in the case of Force Majeure, as provided under the GCC, 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 under the GCC, unless an extension of time is agreed upon under the GCC.

35. Termination

35.1 Termination for Default

a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, 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 under the GCC;

ii) if the Supplier fails to perform any other obligation under the Contract; or

iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in the GCC or any Appendix, in competing for or in executing the Contract.

b) In the event the Procuring Entity terminates the Contract in whole or in part, under the GCC, 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 the performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 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 the 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 the Supplier an agreed amount for partially completed Goods and Related Services and materials and parts previously procured by the Supplier.

36. Assignment

36.1 The Supplier shall not assign, in whole or in part, its obligations under the Contract, except with the Procuring Entity’s prior written consent.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Nigeria, or the use of the products/Goods, systems, or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities on time, including applying for permits, authorizations, and licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience under the GCC.

SECTION VI: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics.

GCC 1.1(j)	The Purchaser is: **Enter the complete legal name of the Purchaser**
GCC 28.3	The Project Site(s)/Final Destination(s) is/are: **Enter name(s) and detailed information on the location(s) of the site(s)**
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: **If exception is used; refer to other internationally accepted trade terms**
GCC 4.2 (b)	The version edition of Incoterms shall be **Enter date of current edition**
GCC 5.1	The language shall be: English
GCC 8.1	For notices, the Procuring Entity's address shall be: Attention: **Enter full name of the person, if applicable** Street Address: **Enter street address and number** Floor/ Room number: **Enter floor and room number, if applicable** City: **Enter name of city or town** Postal Code: **Enter postal code, if applicable** Country: Nigeria Telephone: **Enter a telephone number, including country and city codes** Facsimile number: **Enter facsimile number, including country and city codes** Electronic mail address: **Enter e-mail address, if applicable**
GCC 9.1	The governing law shall be the law of Nigeria
GCC 10.2	The rules of procedure for arbitration proceedings under GCC Clause 10.2 shall be as follows: GCC 10.2 (a)—Any dispute arising out of or in connection with this

	Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the Rules issued under the Arbitration & Conciliation Act CAP A18 LFN 2004 or a similar law in force in Nigeria The Venue of Arbitration shall be **Enter City**, Nigeria
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are **Insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, an insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details, etc.** The above documents shall be received by the Purchaser before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed **Enter "shall" or "shall not", as appropriate** be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment **Enter details as appropriate**.
GCC 16.1	*Sample provision* GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of the foreign currency portion shall be made in Nigeria Naira in the following manner: (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of the signing of the Contract, and upon submission of the claim and a bank guarantee for an equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser. (ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through an irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12. (iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of the claim supported by the acceptance certificate issued by the Purchaser. Payment of the local currency portion shall be made in Nigeria Naira within thirty (30) days of the presentation of the claim supported by a certificate

	from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. Payment for Goods and Services supplied from within Nigeria: Payment for Goods and Services supplied from within Nigeria shall be made in Nigeria Naira, as follows: (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of the signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser. (ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. (iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be **Enter number with words and parenthetical digits, e.g., one (1)** days. The interest rate that shall be applied is **Enter number with words and parenthetical digits, e.g., one (1)**%
GCC 18.1	A Performance Security **Enter "shall" or "shall not", as appropriate** be required. If a Performance Security is required, insert "the amount of the Performance Security shall be: [insert amount. The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Purchaser's perceived risk and the impact of nonperformance by the Supplier. A 10% percentage is used under normal circumstances.
GCC 18.3	If required, the Performance Security shall be in the form of **Enter "a Demand Guarantee" or "a Performance Bond"]** If required, the Performance security shall be denominated in **Enter "a freely convertible currency acceptable to the Purchaser" or "the currencies of payment of the Contract, per their portions of the Contract Price"**.
GCC 18.4	Discharge of the Performance Security shall take place: **Enter date if different from the one indicated in sub-clause GCC 18.4**.

GCC 23.2	The packing, marking and documentation within and outside the packages shall be: **Enter in detail the type of packing required, the markings in the packing, and all documentation required**.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not per Incoterms, the insurance shall be as follows: Enter specific insurance provisions agreed upon, including coverage, currency an amount.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not per Incoterms, responsibility for transportations shall be as follows: **Enter "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Nigeria, defined as the Project Site, transport to such place of destination in Nigeria, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)**.
GCC 25.2	Incidental services to be provided are: **Enter selected services covered under GCC Clause 25.2 and/or others should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.**.
GCC 26.1	The inspections and tests shall be: **Enter nature, frequency, procedures for carrying out the inspections and tests**.
GCC 26.2	The Inspections and tests shall be conducted at: **Enter name(s) of location(s)**.
GCC 27.1	The liquidated damage shall be: **Enter number (%) per week**.
GCC 27.1	The maximum amount of liquidated damages shall be: **Enter number (%)**.
GCC 28.3	The period of validity of the Warranty shall be: **Enter number** days. For purposes of the Warranty, the place(s) of the final destination(s) shall be: **Enter name(s) of location(s)**. Sample provision GCC 28.3—In partial modification of the provisions, the warranty period shall be **Enter number** hours of operation or **Enter number** months from the date of acceptance of the Goods or **Enter number** months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its

	discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests per the SCC, or (b) pay liquidated damages to the Purchaser concerning the failure to meet the contractual guarantees. The rate of these liquidated damages shall be **(Insert details**). The rate should be higher than the adjustment rate used in the bid evaluation under the ITT.
GCC 28.5	The period for repair or replacement shall be **Enter number in words and parenthetical digits, e.g., one (1)** days.

CONTRACT FORMS

Tenderer is expected to complete and include the following contract forms as part of their tender. These documents are located in the attached Forms appendix to this Bid package.

- FORM No. 1: Notification of Intention to Award
- FORM No. 2: Notification of Award – Letter of Acceptance
- FORM No. 3: Contract Agreement
- FORM No. 4: Performance Security - Option 1 - Unconditional Demand Bank Guarantee
- FORM No. 5: Performance Security - Option 2– Performance Bond
- FORM No. 6: Advance Payment Security - Demand Bank Guarantee