Standard Bidding Document

Procurement of Management Information Systems (With and Without Prequalification)

Bid Number: 02

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/2025/OFF-EQP/02

Tender Name: Purchase of Office Equipment

Invitation to Tender

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

2. Tendering will be conducted under the open competitive method National Competitive 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 allow to bid for one or more lot but, not more than 2 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 Declaration of Six Hundred and Seventy-Nine Thousand, Nine Hundred and Eighty-three Naira, Three Kobo (679,983.3) 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**
- **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

1. Scope of Tender

1.1 The Procuring Entity, as indicated in the TDS, issues this Tendering Document for the supply and installation of the Information System as specified in Section V, Procuring Entity's Requirements. The name, identification and number of lots (contracts) of this ITT are specified in the TDS.

2. Definitions

2.1 Unless otherwise stated, throughout this Tendering Document definitions and interpretations shall be as prescribed in Section VI, General Conditions of Contract.

2.2 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; and

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 the Procuring Entity's official public holidays.

d) "Information System" shall carry the same meaning as "Information Technology".

3. Fraud and Corruption

3.1 The Procuring Entity requires compliance with the provisions of Nigeria's Public Procurement and Asset Disposal 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.

3.2 The Procuring Entity requires compliance with the provisions of Nigeria's laws 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, Tenderers shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

3.2.1 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. The Procuring Entity shall indicate in the TDS firms (if any) that provided consulting services for the contract being tendered. The Procuring Entity shall check whether the owners or controllers of the Tenderer are the same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any Tenderer information that would give such firm an unfair competitive advantage over competing firms.

3.2.2 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records, and

other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

3.2.3 Code of Ethical Conduct: We undertake to adhere to the Code of Ethical Conduct for Suppliers, Contractors, and Service Providers during the procurement process and the execution of any resulting Contract.

4 Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6, 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 Form 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 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 any and all the members of the JV during the Tendering process and, in the event the JV is awarded the contract, during contract execution. 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 purposes of the same Tender. The maximum number of JV members shall be specified in the TDS.

4.1.1 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.

4.1.2 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 legal representative 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. Any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that is 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 as Project Manager 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 TDSITT2.1 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

h. Has a close business or family relationship with a professional staff of the Procuring Entity who: -

i. Are directly or in directly 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.

4.1.3 A firm that is a Tenderer (either individually or as a JV member) shall not participate as a Tenderer or as a JV member in more than one Tender except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit the participation of a Tenderer as a subcontractor in another Tender or of a firm as a subcontractor in more than one Tender.

4.1.4 A Tenderer may have the nationality of any country, subject to the restrictions under ITT4.9. 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 maybe. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.1.5 A Tenderer that has been debarred 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.

4.1.6 Tenderers that are state-owned enterprises or institutions in Nigeria may be eligible to compete and be awarded a Contract(s) only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under the supervision of the Procuring Entity.

4.1.7 Firms and individuals may be ineligible if (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 of works or services from that country, or any payments to any country, person, or entity in that country.

4.1.8 The Procuring Entity may require Tenderers to be registered with certain authorities in Nigeria. Such registration shall be defined in the TDS, but care must be taken to ensure such registration requirement does not discourage competition, nor exclude competent Tenderers. Registration shall not be a condition for tender, but where a selected Tenderer is not so registered, the Tenderer shall be allowed to register before the signing of the contract.

4.1.9 Foreign Tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts, and labor) from national suppliers and contractors. To this end, a foreign Tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign Tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity to determine if this condition is met shall be provided for this purpose is being provided in “SECTION III- EVALUATION AND QUALIFICATION CRITERIA, Item 9”.

4.1.10 Under the eligibility requirements of ITT 4.11, a Tenderer is considered a foreign Tenderer, if it is registered in Nigeria, has less than 51 percent ownership by nationals of Nigeria, and if it does not subcontract foreign contractors more than 30 percent of the contract price, excluding provisional sums. JVs are considered foreign Tenderers if the individual member firms registered in Nigeria have less than 51 percent ownership by nationals of Nigeria. The JV shall not subcontract to foreign firms more than thirty (30) percent of the contract price, excluding provisional sums.

4.1.11 Nigerian law prohibits Joint Venture undertakings that may prevent, distort or lessen competition in the provision of goods and services. Infringement of relevant laws may attract criminal sanctions.

4.1.12 Tenderers shall be considered ineligible for procurement if they offer goods, works, and production processes with characteristics that have been declared by the relevant national environmental protection agency, food, and drug administration agency, or by other competent authorities as harmful to human beings and the environment.

4.1.13 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)or specified in this Tender.

5 Eligible Goods and Services

5.1 The Information Systems to be supplied under the Contract may have their origin in any eligible country.

5.2 For this Tendering Document, the term "Information System" means all:

i. the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operationally; and

ii. the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Tenderer and as specified in the Contract.

5.3 For purposes of ITT 5.1 above, "origin" means the place where the goods and services making the Information System is produced or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that are substantially different in basic characteristics or purpose or utility from its components.

5.4 Any goods, works, and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authorities as harmful to human beings and the environment shall not be eligible for procurement under this Act.

B. CONTENTS OF TENDERING DOCUMENT

6 Sections of Tendering Document

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6.1 The Invitation to Tender Notice issued by the Procuring Entity is not part of this Tendering Document.

6.2 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, and the Minutes of the pre-Tender meeting (if any), or Addenda to the Tendering Document per ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.3 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.

7 Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall beat the Tenderer's own expense.

8 Pre-Tender Meeting and a pre- arranged pretender visit to the site of the works

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

8.2 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.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit to the site of the works, 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.

8.4 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works 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 10 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.

9 Clarification of Tender Documents

9.1 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 enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the works if provided for per ITT 8.4. 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 6.3, 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 appropriately following the procedure under ITT 10.

10 Amendment of Tendering Document

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

10.2 Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the Tendering Document from the Procuring Entity per ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's webpage per ITT 8.1.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, per ITT 24.2 below.

C. PREPARATION OF TENDERS

11 Cost of Tendering

11.1 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.

12 Language of Tender

12.1 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 in the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13 Documents Comprising the Tender

13.1 The Tender submitted by the Tenderer shall comprise the following:

a. Form of Tender prepared per ITT 14;

b. Price Schedules completed per ITT 14 and ITT 16;

c. Tender Security or Tender-Securing Declaration per ITT 22;

d. Alternative Tender: if permissible, per ITT 15;

e. Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, per ITT 23.3;

f. Eligibility of Information System: documentary evidence established per ITT 16.1 that the Information System offered by the Tenderer in its Tender or any alternative Tender, if permitted, are eligible;

g. Tenderer's Eligibility: documentary evidence per ITT 17 establishing the Tenderer's eligibility and qualifications to perform the contract if its Tender is accepted;

h. Conformity: documentary evidence established per ITT 18 that the Information System offered by the Tenderer conforms to the Tendering Document;

i. Subcontractors: list of subcontractors, per ITT 18.4;

j. Intellectual Property: a list of Intellectual Property as defined in GCC Clause 15;

i) All Software included in the Tender, assigning each item to one of the software categories defined in GCC Clause1.1(C):

a. A system, General Purpose, and Application Software; or

b. Standard and Custom Software;

iii. All Custom Materials, as defined in GCCClause1.1(c), are included in the Tender;

All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c); Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the Information System); and

k. Any other document required in the TDS.

13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the information System is to be executed by the respective members.

13.1 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender. The Tenderer shall serialize the page so fall tender documents are submitted.

14 Form of Tender and Price Schedules

14.1 The Tenderer shall complete the Form of Tender, including the appropriate

Price Schedules, using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

15 Alternative Tenders

15.1 The TDS indicates whether alternative Tenders are allowed. If they are allowed, the TDS will also indicate whether they are permitted per ITT 13.3, or invited per ITT 13.2 and/or ITT 13.4.

15.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the TDS, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.1 Except as provided under ITT 15.4 below, Tenderers wishing to offer technical alternatives to the Procuring Entity's requirements as described in the Tendering Document must also provide: (i) a price at which they are prepared to offer an Information System meeting the Procuring Entity's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

15.4 When Tenderers are invited in the TDS to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section V, Procuring Entity's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Procuring Entity on their own merits, under ITT 35.

16 Documents Establishing the Eligibility of the Information System

16.1 To establish the eligibility of the Information System per ITT 5, Tenderers shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

17 Documents Establishing the Eligibility and Qualifications of the Tenderer

17..1 To establish its eligibility and qualifications to perform the Contracting per Section III, Evaluation and Qualification Criteria, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.

17.1 If pre-qualification of potential Tenderers has been undertaken as stated in the TDS, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

17.2 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of beneficial ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of

preference. Further, the information will enable the Procuring Entity to identify any actual or potential conflict of interest concerning the procurement and/or contract management processes, or a possibility of collusion between Tenderers, and thereby help to prevent any corrupt influence concerning the procurement process or contract management.

17.3 The purpose of the information described in ITT 15.1 above overrides any claims to confidentiality that a Tenderer may have. There can be no circumstances in which it would be justified for a Tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.4 The Tenderer shall provide further documentary proof, information, or authorizations that the Procuring Entity may request concerning beneficial ownership and control, and any changes to the information which was provided by the Tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest concerning the award or management of the contract.

17.5 All information provided by the Tenderer under these requirements must be complete, current, and accurate as of the date of provision to the Procuring Entity. In submitting the information required under these requirements, the Tenderer shall warrant that the information submitted is complete, current, and accurate as of the date of submission to the Procuring Entity.

17.6 If a Tenderer fails to submit the information required by these requirements, its Tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a Tenderer under these requirements, then the tender will be rejected.

17.7 If the information submitted by a Tenderer under these requirements, or obtained by the Procuring Entity (whether through its enquiries, through notification by the public, or otherwise), shows any conflict of interest which could materially and improperly benefit the Tenderer concerning the procurement or contract management process, then:

a. If the procurement process is still ongoing, the Tenderer will be disqualified from the procurement process,
b. If the contract has been awarded to that Tenderer, the contract award will be set aside,
c. the Tenderer will be referred to the relevant law enforcement authorities for investigation of whether the Tenderer or any other persons have committed any criminal offence.

17.8 If a Tenderer submits information under these requirements that are in complete, inaccurate, or out-of-date, or attempts to obstruct the verification process, then the consequences of ITT 6.7 will ensue unless the Tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the Tenderer.

18 Documents Establishing Conformity of the Information System

18.1 Under ITT 11.1(h), the Tenderer shall furnish, as part of its Tender documents establishing the conformity to the Tendering Documents of the Information System that the Tenderer proposes to design, supply, and install under the Contract.

18.2 The documentary evidence of conformity of the Information System to the Tendering Documents includes:

a) Preliminary Project Plan describing, among other things, the methods by which the Tenderer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Tenderer proposes to use. The Preliminary Project Plan must also address any other topics specified in the TDS. In addition, the Preliminary Project Plan should state the Tenderer's assessment of what it expects the Procuring Entity and any other party involved in the implementation of the Information System to provide during implementation and how the Tenderer proposes to coordinate the activities of all involved parties;

b) Written confirmation that the Tenderer accepts responsibility for the successful integration and interoperability of all components of the Information System as required by the Tendering Documents;

c) An item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Tenderer is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Tendering Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the tender. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the tender, the item-by-item commentary shall prevail;

d) Support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and

e) Any separate and enforceable contract(s) for Recurrent Cost items which the TDS ITT 17.2 required Tenderers to tender.

18.3 References to brand names or model numbers or national or proprietary standards designated by the Procuring Entity in the Tendering Documents are intended to be descriptive and not restrictive. Except where explicitly prohibited in the TDS for specific items or standards, the Tenderer may substitute alternative brand /model names or standards in its tender, provided that it demonstrates to the Procuring Entity's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.

18.4 For major items of the Information System as listed by the Procuring Entity in Section III, Evaluation and Qualification Criteria, which the Tenderer intends to purchase or subcontract, the Tenderer shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Tenderer shall include in its Tender information establishing compliance with the requirements specified by the Procuring Entity for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

18.5 The Tenderer shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITT 4 and that any goods or services to be provided by the subcontractor comply with the requirements of ITT 5 and ITT 16.1.

19 Tender Prices

19.1 All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Tenderer to fulfill the requirements of the Information System must be priced separately and summarized in the corresponding cost tables in the Sample Tendering Forms (Section IV), per the instructions provided in the tables and the manner specified below.

19.2 Unless otherwise specified in the TDS, the Tenderer must also tender Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost tables in the Sample Tendering Forms (Section IV), per the instructions provided in the tables and the manner specified below:

a) If specified in the TDS, the Tenderer must also tender separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;

b) prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Tenderer's allowance for price increases;

c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4, and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.

19.3 Unit prices must be quoted at a level of detail appropriate for the calculation of any partial deliveries or partial payments under the contract, per the Implementation Schedule in Section VII), and with GCC and SCC Clause 12 – Terms of Payment. Tenderers may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables

19.4 The price of items that the Tenderer has left blank in the cost tables provided in the Sample Tender Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the tender and, provided that the tender is substantially responsive, an adjustment to the tender price will be made during tender evaluation per ITT 31.3.

19.5 The prices for Goods components of the Information System are to be expressed and shall be defined and governed per the rules prescribed in the edition of incoterms specified in the TDS, as follows:

a) Goods supplied from outside Nigeria:

Unless otherwise specified in the TDS, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in Nigeria. The named place of destination and special instructions for the contract of carriage is as specified in the SCC for

GCC 1.1(e) (iii). In quoting the price, 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 source country;

b) Locally supplied Goods: Unit prices of Goods offered from within Nigeria, shall be quoted on an EXW (ex- factory, ex-works, ex-warehouse, or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales, and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded; and

c) Inland transportation.

19.6 Unless otherwise stated in the TDS, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item per ITT 17.5, whether the Goods are to be supplied locally or from outside Nigeria, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITT 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.

19.7 The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies, and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/ or apply in Nigerian /to the price of the Services invoiced to the Procuring Entity, if the Contract is awarded.

19.8 Unless otherwise specified in the TDS, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, the printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Procuring Entity or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these Tendering Documents (as, e.g., a requirement for the Tenderer to include the travel and subsistence costs of trainees).

19.9 Unless otherwise specified in the TDS, prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to increases on any account. Tenders submitted that are subject to price adjustment will be rejected.

20 Currencies of Tender and Payment

20.1 The currency(ies) of the Tender and currencies of payment shall be the same. The Tenderer shall quote in Nigeria Naira the portion of the Tender price that corresponds to expenditures incurred in Nigeria currency unless otherwise specified in the TDS.

20.2 The Tenderer may express the Tender price in any currency. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than two foreign currencies in addition to Nigerian currency.

21 Period of Validity of Tenders

21.1 Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline date prescribed by the Procuring Entity per ITT 23.1. A Tender valid for a shorter period shall be rejected by the Procuring Entity as

non-responsive.

21.2 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 ITT 20.1, it shall also be extended for thirty days (30) beyond the deadline of the extended validity 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 ITT 19.3.

22 Tender Security

22.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.

22.2 A Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms.

22.3 If a Tender Security is specified under ITT 20.1, the tender security shall be a demand guarantee in any of the following forms at the Tenderer's 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 issued by a bank acceptable to the Procuring entity.

22.4 In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity before Tender submission. In neither case, the form must include the complete name of the Tenderer. The Tender Security shall be valid for thirty days (30) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 19.2.

22.5 If a Tender Security or a Tender-Securing Declaration is specified under ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

22.6 The Tender Security shall be returned/released as promptly as possible

a) The procurement proceedings are terminated;

b) The procuring entity determines that none of the submitted tenders is responsive;

c) A Tenderer declines to extend the tender validity.

d) Once the successful Tenderer has signed the Contract and furnished the required Performance Security.

22.7 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 on the Form of Tender; or

b) if the successful Tenderer fails to:

i) sign the Contract per ITT 47; or

ii) furnish performance security per ITT 48.

22.8 Where the Tender-Securing Declaration is executed the Procuring Entity will recommend to the Public Procurement Regulatory Authority to debar the Tenderer from participating in public procurement as provided in the law.

22.9 The Tender Security or the Tender-Securing Declaration of a JV shall 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 the Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 11.2.

22.10 A Tenderer shall not issue a tender security to guarantee itself.

23 Format and Signing of Tender

23.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and mark it "ORIGINAL." Alternative Tenders, if permitted per ITT 13, 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.

23.2 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.

23.3 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.

23.4 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 their legally authorized representatives.

23.5 Any interlineations, 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

24 Submission, Sealing and Marking of Tenders

24.1 The Tenderer shall deliver the Tender in a single, sealed envelope (one (1) envelope process). Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as

described in ITT 11; and

b) In an envelope marked "COPIES", all required copies of the Tender; and,

c) If alternative Tenders are permitted per ITT 13, and if relevant:

   i) In an envelope marked "ORIGINAL–ALTERNATIVETENDER", the alternative Tender; and

   ii) in the envelope marked "COPIES – ALTERNATIVE TENDER" all required copies of the alternative Tender.

24.2 The inner envelopes shall:

a) Bear the name and address of the Tenderer;

b) Be addressed to the Procuring Entity/ Employer per ITT 23.1;

c) Bear the specific identification of this Tendering process specified per ITT 1.1; and

d) Bear a warning not to open before the time and date for the Tender opening.

The outer envelopes shall:

e) Be addressed to the Procuring Entity/ Employer per ITT 23.1;

f) Bear the specific identification of this Tendering process specified per ITT 1.1, and bear a warning not to open before the time and date for Tender opening.

24.3 I fall envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

25 Deadline for Submission of Tenders

25.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time indicated 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.

25.2 The Procuring Entity may, at its discretion, extend this deadline for submission of Tenders by amending the Tendering Documents per ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers will thereafter be subject to the deadline as extended.

26 Late Tenders

26.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, per ITT 23. 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.

27 Withdrawal, Substitution, and Modification of Tenders

27.1 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 per ITT 21.3, (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 ITT 21 and ITT 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

b) received by the Procuring Entity before the deadline prescribed for submission of Tenders, per ITT23.

27.2 Tenders requested to be withdrawn per ITT 25.1 shall be returned unopened to the Tenderers.

27.3 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.

28 Tender Opening

28.1 Except as in the cases specified in ITT 24 and ITT 25.2, the Procuring Entity shall conduct the Tender opening in public, in the presence of Tenderers' designated representatives who chooses to attend and at the address, date, and time specified in the TDS. Any specific electronic Tender opening procedures required if electronic tendering is permitted per ITT 23.1, shall be as specified in the TDS.

28.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. 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.

28.3 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.

28.4 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. Only Tenders that are opened and read out at the Tender opening shall be considered further.

28.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and the Tender Price(s), including any discounts and alternative Tenders, and indicating whether there is a modification; the presence or absence of a Tender Security or Tender-Securing Declaration; and any other details as the Procuring Entity may consider appropriate.

28.6 Only Tenders, alternative Tenders, and discounts that are opened and read out at Tender opening shall be considered further in the evaluation. The Form of Tender and the Price Schedules are to be initialed by representatives of the Procuring Entity attending the Tender opening in the manner specified in the TDS.

28.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject

any Tender (except for late Tenders, per ITT 24.1).

28.8 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 if applicable, including any discounts;

c) Any alternative Tenders; and

d) The presence or absence of a Tender Security or a Tender-Securing Declaration.

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

E. Evaluation and Comparison of Tenders

29 Confidentiality

29.1 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 Notification of Intention to Award the Contract is transmitted to all Tenderers per ITT 42.

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

29.3 Not with standing ITT 27.2, 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.

30 Clarification of Tenders

30.1 To assist in the examination, evaluation, and 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 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 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 ITT32.

30.2 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.

31 Deviations, Reservations, and Omissions

31.1 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.

32 Determination of Responsiveness

32.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.

32.2 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 Information System specified in the Contract; or

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

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

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

32.4 To be considered for Contract award, Tenderers must have submitted Tenders:

a) for which detailed Tender evaluation using the same standards for compliance determination as listed in ITT 29 and ITT 30.3 confirms that the Tenders are commercially and technically responsive, and include the hardware, software, related equipment, products, materials, and other Goods and Services components of the Information System in substantially the full required quantities for the entire Information System or, if allowed in the TDS ITT 35.8, the individual Subsystem, lot or slice Tender on; and are deemed by the Procuring Entity as commercially and technically responsive; and

b) that offer Information Technologies that are proven to perform up to the standards promised in the tender by having successfully passed the performance, benchmark, and/or functionality tests the Procuring Entity may require, under ITT 39.3.

33 Non-material Non-conformities

33.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any nonconformity in the Tender that does not constitute a material deviation, reservation, or omission.

33.2 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, to rectify nonmaterial non-conformities in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities 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.

33.3 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.

34 Correction of Arithmetical Errors

34.1 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.

34.2 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 rising 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, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

35 Conversion to Single Currency

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

36 Margin of Preference and Reservations

36.1 A margin of preference on local contractors may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/ threshold specified in the Regulations.

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

36.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 34.4.

36.4 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 maybe), 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 in the TDS that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved for more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested Tenderers.

37 Evaluation of Tenders

37.1 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 Best Evaluated Tender.

37.2 To evaluate a Tender, the Procuring Entity shall consider the following:

a) Price adjustment due to discounts offered per ITT 14.4;

b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency per ITT 33;

c) price adjustment due to quantifiable non-material non-conformities per ITT 31.3; and

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

38 Preliminary Examination

38.1 The Procuring Entity will examine the tenders, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors have been made, and whether required sure ties have been furnished and are substantially complete (e.g., not missing key parts of the tender or silent on excessively large portions of the Technical Requirements). In the case where a pre-qualification process was undertaken for the Contract (s) for which these Tendering Documents have been issued, the Procuring Entity will ensure that each tender is from a pre-qualified Tenderer and, in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification.

39 Technical Evaluation

39.1 The Procuring Entity will examine the information supplied by the Tenderers under ITT 11 and ITT 16, and in response to other requirements in the Tendering document, considering the following factors:

a) Overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements;

b) suitability of the Information System offered concerning the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the tender;

c) achievement of specified performance criteria by the Information System;

d) compliance with the schedule called for by the Implementation Schedule and any alternative time schedules offered by Tenderers, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the tender;

e) type, quantity, quality, and long-term availability of maintenance services and any critical consumable items necessary for the operation of the Information System;

f) any other relevant technical factors that the Procuring Entity deems necessary or prudent to take into consideration;

g) any proposed deviations in the tender to the contractual and technical provisions stipulated in the Tendering Documents.

39.2 The Procuring Entity's evaluation of tenders will consider technical factors, in addition to cost factors. The Technical Evaluation will be conducted following the Criteria specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the technical merits of each Tender. All tenders that fail to pass this evaluation will be considered non-responsive and will not be evaluated further.

39.3 Where alternative technical solutions have been allowed per ITT 13 and offered by the Tenderer, the Procuring Entity will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

39.4 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 ITT 35.2. 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.

40 Financial/ Economic Evaluation

40.1 To evaluate a Tender, the Procuring Entity shall consider the following:

a) price adjustment due to unconditional discounts offered per ITT 26.8; excluding provisional sums and contingencies, if any, but including Day work items, where priced competitively.

b) Price adjustment due to quantifiable non-material non-conformities per ITT 31.3;

c) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency per ITT 33; and

d) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

If a price adjustment is allowed per ITT 17.9, 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 the Tender evaluation.

40.2 The Procuring Entity will evaluate and compare the Tenders that have been determined to be substantially responsive, under ITT 35.4. The evaluation will be performed assuming either that:

a) The Contract will be awarded to the Lowest Evaluated Tender for the entire Information System; or

b) if specified in the TDS, Contracts will be awarded to the Tenderers for each Subsystem, lot, or slice if so defined in the Technical Requirements whose Tenders result in the Lowest Evaluated Tender/ Tenders for the entire System.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Tenders. Such discounts will be considered in the evaluation of tenders as specified in the TDS.

41 Comparison of Tenders

41.2 The Procuring Entity shall compare all substantially responsive Tenders per ITT 35.6 to determine the lowest evaluated cost.

42 Abnormally Low Tenders and Abnormally High Tenders

42.2 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 as to the capability of the Tenderer to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

42.3 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price concerning the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tendering Document.

42.4 After evaluation of the price analyses, 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.

Abnormally High Tenders

42.5 An abnormally high tender 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.

42.6 In case of an abnormally high 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 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 should 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.

42.7 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 competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

43 Unbalanced or Front-Loaded Tenders

43.2 If the Tender that is evaluated as the lowest evaluated cost is, in the Procuring Entity's opinion, seriously unbalanced or front-loaded the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Tender prices with the scope of information systems, installations, proposed methodology, schedule, and any other requirements of the Tendering Document.

43.3 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may: -

a) Accept the Tender; or

b) If appropriate, require that the total amount of the Performance Security be increased, at the expense of the Tenderer, to a level not exceeding twenty percent (20%) of the Contract Price; or

c) Reject the Tender.

44 Eligibility and Qualification of the Tenderer

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

44.3 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, under ITT 15.

44.4 Unless otherwise specified in the TDS, the Procuring Entity will NOT carry out tests at the time of post- qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so specified in the TDS the Procuring Entity may carry out such tests as detailed in the TDS.

44.5 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 next lowest evaluated cost or best-evaluated Tender, as the case may be, to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

44.6 The capabilities of the manufacturers and subcontractors proposed by the Tenderer that is determined to have offered the Best Evaluated Tender for identified major items of supply or services will also be evaluated for acceptability per Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a Form of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Tender will not be rejected, but the Tenderer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Tender price. Before signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

44.7 Foreign Tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts, and labor) from national suppliers and contractors. To this end, a foreign Tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign Tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity to determine if this condition is met shall be provided for this purpose is being provided in “SECTION III- EVALUATION AND QUALIFICATION CRITERIA.

45 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

45.2 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 contract award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities shall be promptly returned to the Tenderers.

F. AWARD OF CONTRACT

46 Award Criteria

46.2 Subject to ITT 40, the Procuring Entity shall award the Contract to the successful Tenderer whose tender has been determined to be the Lowest/ best Evaluated Tender. The determination of the lowest/ Best Evaluated Tender will be made per one of the two options as defined in the TDS. The methodology options are:

The Procuring Entity shall award the Contract to the successful Tenderer whose tender has been determined to be the Lowest Evaluated Tender

a) When rated criteria are used: The Tenderer that meets the qualification criteria and whose Tender:

i) Is substantially responsive; and

ii) Is the Best Evaluated Tender (i.e., the Tender with the highest combined technical/ quality/ price score); or

b) When rated criteria are not used: The Tenderer that meets the qualification criteria and whose Tender has been determined to be:

i) Most responsive to the Tendering Document; and

ii) The lowest evaluated cost.

47 Procuring Entity's Right to Vary Quantities at Time of Award

47.2 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, the percentage (s) for items as indicated in the TDS.

48 Notice of Intention to enter into a Contract/ Notification of award

48.2 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;

49 Standstill Period

49.2 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

49.3 Where a 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.

50 Debriefing by the Procuring Entity

50.2 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, 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.

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

51 Letter of Award

51.2 Before the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT44.1, 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 21days of the date of the letter.

52 Signing of Contract

52.2 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.

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

52.4 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.

52.5 Notwithstanding ITT 47.2 above, in case signing of the Contract Agreement is prevented by any export/import restrictions attributable to the Procuring Entity, to Nigeria, or to the use of the Information System to be supplied, where such export/import restrictions arise from trade regulations from a country supplying those Information System, the Tenderer shall not be bound by its Tender, provided that the Tenderer can demonstrate that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Tenderer in completing any formalities, including applying for permits, authorizations, and licenses necessary for the export/import of the Information System under the terms of the Contract.

53 Performance Security

53.2 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the performance security per the General Conditions, subject to ITT38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. 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 Performance Security shall have a correspondent financial institution located in Nigeria.

53.3 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 Best Evaluated Tender.

49 Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall

publish the awarded contract on its notice boards and websites; and on the Website of 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.

50. Adjudicator

50.1 Unless the TDS states otherwise, the Procuring Entity proposes that the person named in the TDS be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached to the TDS. The proposed hourly fee for the Adjudicator is specified in the TDS. The expenses that would be considered reimbursable to the Adjudicator are also specified in the TDS. If a Tenderer does not accept the Adjudicator proposed by the Procuring Entity, it should state its non-acceptance in its Tender Form and make a counter proposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Tenderer and the Adjudicator nominated in the TDS happen to be from the same country, and this is not Nigeria too, the Procuring Entity reserves the right to cancel the Adjudicator nominated in the TDS and propose a new one. If by the day the Contract is signed, the Procuring Entity and the successful Tenderer have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

51. Procurement Related Complaints

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

SECTION II: TENDER DATA SHEET (TDS)

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

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

Note: 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 Request for Bids is: MTI/PROC/OFF-EQPT/2025/02***]*** The Procuring Entity is: Metallurgical Training Institute, Onitsha The name of the ITT is: Purchase of Office Equipment The number and identification of lots (contracts) comprising this ITT is: Lot Two (02)
ITT 1.3 (a)	"[*delete if not applicable*] **Electronic – Procurement System** The electronic-procurement system shall be used to manage the following aspects of the Procurement process: issuing of bidding documents
ITT 2.1	Source of Funds: 2025 Appropriation Act 33,999,165 The name of the Project is: Purchase of Office Equipment
ITT 4.1	Maximum number of members in the JV shall be: ***two (2)***
ITT 4.5	A list of debarred firms and individuals is available on the Procuring Entity's external website: http://www.bpp.gov.ng.
B. 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* ZIP Code: [***insert postal (ZIP) 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**.**
ITT 7.1	Web page: **www.mti.org.ng**
ITT 7.4	A Pre-Bid meeting shall not take place at the following date, time and place: Date: _____ Time: _____ Place: _____ A site visit conducted by the Purchaser _____ ***[insert "shall be" or "shall not be"]*** organized.
C. Preparation of Bids	
ITT 10.1	The language of the Bid is: English_____ All correspondence exchanges shall be in the English language. The language for the translation of supporting documents and printed literature is English.
ITT 11.1 (k)	The Tenderer shall submit with its Bid the following additional documents: ***[list any additional document not already listed in ITT 11.1 that must be submitted with the Bid]***_____ _____
ITT 13.1	Alternative Bids are not permitted.
ITT 13.2	Alternatives to the Time Schedule_____ permitted. If alternatives to the Time Schedule are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITT 13.4	Alternative technical solutions shall be permitted for the following parts of the Information System: _____as further detailed in the Specification. If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITT 15.2	Prequalification has been not been undertaken.

ITT 16.2 (a)	In addition to the topics described in ITT Clause 16.2 (a), the Preliminary Project Plan must address the following topics: *[modify as appropriate]:* (i) ***Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time, and resource-bound schedules (in GANTT format);*** (ii) ***Implementation Sub-Plan;*** (iii)***Training Sub-Plan;*** (iv)***Testing and Quality Assurance Sub-Plan;*** (v) ***Warranty Defect Repair and Technical Support Service Sub-Plan***
ITT 16.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Tenderers are required to offer specific brand names and models for the following limited number of specific items: *list brand-name items and references to the Technical Requirements where the items are detailed*
ITT 17.2	The Tenderer *[insert "must" or "must not"]* bid Recurrent Cost Items
ITT 17.2	The Tenderer *must not* bid for contracts of Recurrent Cost Items not included in the main Contract.
ITT 17.5	The Incoterms edition is: ***2020.***
ITT 17.5 (a)	Named place of destination is: **[*insert named Place of destination as per Incoterm used]*** _____
ITT 17.6	Named place of final destination (or Project site) is: Metallurgical Training Institute Onitsha
ITT 17.8	ITT 17.8 is modified as follows: _____ [*otherwise state 'There is no modification to ITT 17.8'*]
ITT 17.9	The prices quoted by the Tenderer ***shall not*** be subject to adjustment during the performance of the Contract.
ITT 18.1	The Tenderer ***is*** required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITT 19.1	The Bid validity period shall be 90 days.
ITT 19.3 (a)	The Bid price shall be adjusted by the following factor(s): _____ ***[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 20.1	***[If a Bid Security shall be required, a Bid-Securing Declaration shall***

	not be required, and vice versa.] A *Bid Security* ***shall not be*** required. A Bid-Securing Declaration ***shall be*** required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be Six Hundred and Seventy-Nine Thousand, Nine Hundred and Eighty-three Naira, Three Kobo (679,983.3) ***"Not Applicable"*** ***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 20.3 (d)	Other types of acceptable securities: ***Bid Security is required but no other forms of Bid securities besides those listed in ITT 20.3 (a) through (c) are acceptable*.**
ITT 20.10	If the Tenderer incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Procuring Entity directly or through the Bpp will declare the Tenderer ineligible to be awarded contracts by the Purchaser for a period of 5 years.
ITT 21.1	In addition to the original of the Bid, the number of copies is: ***two (2)***
ITT 21.3	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 23.1	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, Onitsah* Floor/Room number: Procurement unit Room 6, Administration Block City: Onitsha Postal Code: P.M.B. 1555 Country: Nigeria. **The deadline for Bid submission is:** Date: Tuesday 10th March, 2026. Time: ***12:00 p.m.****]*

	Street Address: Floor/ Room number: City: Country: Date: Time: _____
ITT 23.1	Tenderers ***shall not*** have the option of submitting their Bids electronically. The electronic Bidding submission procedures shall be: ***[insert a description of the electronic bidding submission procedures.]***
ITT 26.1	The Bid opening shall take place at: Street Address: Metallurgical Training Institute, Onitsha Floor/Room number: *institute's* ***Conference room*** City: *Onitsha* Country: ***[Nigeria]*** Date: Tuesday 10th March, 2026 Time: 12:00P.M
ITT 26.1	***[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 26.6	The Letter of Bid and Price Schedules shall be initialed by 5 representatives of the Procuring Entity conducting Bid opening. ***Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Purchaser, etc.***
E. Evaluation, and Comparison of Bids	
ITT 31.3	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. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.
ITT 33.1	The currency(ies) of the Bid shall be converted into a single currency as follows: *[Insert name of currency]* _____ The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a

	single currency is: Naira The source of the exchange rate shall be: ***Central Bank of Nigeria (CBN) exchange rate*** The date for the exchange rate shall be: *20th January, 2026* ***not earlier than 28 days before the deadline for submission of the Bids, nor later than the original date for the expiry of Bid validity.***
ITT 35.4	The Procuring Entity's evaluation of responsive Bids ***will take*** into account technical factors, in addition to cost factors as specified in Section III, Bid Evaluation and Qualification Criteria. *[Use scored technical factors to be combined with the cost of technical features that cannot be easily evaluated using pass-fail criteria or converted to lift cycle cost.]*
ITT 35.4	Discount Rate (I) for net present value calculations of recurrent costs (if any) is ___ ***[insert discount rate]*** percent per annum. If the rated criterion is used: The weight to be given for cost, X is: 70% ***[Specify the technical features to be evaluated, the respective score, and list the relevant reference in the Technical Requirements.]***
ITT 35.8	Bids for Subsystems, lots, or slices of the overall Information System [specify: will / will *not]* be accepted. Discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Bids and such discounts ***[insert shall or shall not]*** _____be considered in the price evaluation. *[When rated criteria are used for evaluation insert "shall not" as the evaluation becomes overly complex]* *[Note: Keeping a single Bid package simplifies the evaluation and maintains clearer overall system implementation and warranty responsibilities. However, there may well be practical reasons to break a specific procurement package into parts that can be bid individually. If therefore, Bids will be accepted for one or more individual Subsystems, lots, or slices of the total Information System, include here the title of each Subsystem, lot, or slice for which bids can be submitted, as well as proper cross-references the Technical Requirements where a description of each Subsystem, lot, or slice can be found. Any other criterion that may affect the award of more than one Subsystem, lot, or slice should also be specified here.]*
ITT 39.3	[***Add the following if the Purchaser will carry out tests at the time of post-qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements***] As additional qualification measures, the Information System (or components/parts of it) offered by the Tenderer with the Most Advantageous Bid may be subjected to the following tests and

	performance benchmarks before the Contract award*: [specify: measures that will be used in the evaluation of Bids, such as demonstration tests, performance benchmarks, documentation reviews, reference site visits, etc., and who will carry them out and how they will be conducted]*. ***[Note: For demonstration or benchmark tests, specify full testing details and success criteria (alternatively, reference detailed discussion of testing in the Technical Requirements).]***
F. AWARD OF CONTRACT	
ITT 43	The award will be made based on ***[insert "rated" or "not rated" criteria]*** under ITT 35.7, if applicable, per Section III, Evaluation and Qualification Criteria.
ITT 44	The maximum percentage by which quantities may be increased is: ***[insert percentage]*** The maximum percentage by which quantities may be decreased is: ***[insert percentage]*** The items for which the Purchaser may increase of decrease the quantities are the following. **_____ [List the items for which the quantities may be increased or decreased]** ***[Note:*** *The percentage of increase or decrease for hardware, software, and similar components should normally not exceed 15 to 20 percent for each item and in the aggregate. If the System contains several virtually identical Subsystems, a specific percentage should be given, allowing a reasonable increase or decrease in the number of Subsystems to be contracted for at the time of Contract award.]*
ITT 47.1	The successful Tenderer [*shall] or [shall not]* submit the Beneficial Ownership Disclosure Form.
ITT 49	The proposed Adjudicator is: *[*insert: name and other identifying information "as per the résumé attached to this BDS", or, exceptionally, state "There will be no Adjudicator under this Contract."] ***[Note: For the adjudication system to achieve its purpose (the quick and effective resolution of potential disputes), the Adjudicator should be a technical expert in the type of System covered by the Contract, with experience in Information System contract implementation. He/she should have no conflict of interest and avoid any appearance of a conflict of interest.*** ***Normally, there should be an Adjudicator in the contract. The option of having no Adjudicator should be viewed as an exception, to be used only in relatively straightforward and short - about less than a year - contracts with little or no application software development or adaptation.]*** The proposed hourly fee is [insert: amount and currency]. ***[Note: In addition to a fee for actual hours spent studying a case***

	submitted for advice, an Adjudicator would expect to be reimbursed for all dispute-related telephone, fax, and other communications costs, as well as all costs associated with any trips to the site(s), if any.]
ITT 50.1	The procedures for making a Procurement-related Complaint are detailed in 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. Dr, F,U, Obi* **Title/position**: *Director/Ag. Chief Executive* **Purchaser**: *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 Purchaser's decision to award the contract.

SECTION III: EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Nigeria Naira equivalent using the rate of exchange determined as follows:

a) For construction turnover or financial data required for each year - The exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are 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 the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.2 This Section contains all the criteria that the Procuring Entity shall use to evaluate Tenders and qualify Tenderers. No other factors, methods, or criteria shall be used. 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.

1.3 Multiple Contracts; multiple contracts will be permitted under ITT35.6. 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 Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and

(iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

3 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]

4 Assessment of adequacy of Tender's Proposal in connection with Procuring Entity's IT Requirements.

TECHNICAL EVALUATION

The Criteria, sub-criteria, and point system for the evaluation of the Tenders Proposal on meeting the Procuring Entity's Requirements: *[Note to Procuring Entity: Allocation of points shall be within the range provided for each criterion and sub-criteria]*

Points

i) Specific experience of the Tenderer, as a firm, relevant to the provision of IT systems: *[0-5]*

ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Procuring Entity's Requirements:

a) Technical approach and methodology *[Insert points]*

b) Work plan *[Insert points]*

c) Organization and staff *[Insert points]*

Total points for criterion (2): *[10-20]*

[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, the work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix, and the work plan has the right input of Experts]

iii) Conformity to Technical Specifications

(Note: Sub-criteria should preferably be based on the items listed under Technical Requirements of Part 2– Procuring entity's requirements- Section VII- Requirements of the Information System).

a) Functional, Architectural, and Performance Requirements,

including the suitability of the Information System offered. *[Insert points]*

b) Service Specifications – Supply & Install Items, including achievement of specified performance criteria by the Information System. [*Insert points]*

c) Technology Specifications–Supply & Install Items. *[Insert points]*

d) Testing and Quality Assurance Requirements. *[Insert points]*

e) Service Specifications– Recurrent Cost Items. *[Insert points]*

f) Implementation Schedule. *[Insert points]*

g) System Inventory. *[Insert points]*

Total points for criterion (3*[40-50]*

iv) Requirements of the Supplier's Technical Team for the IT Contract:

(<u>Notes</u>: See list in Part 2 of the Tender Document)

a) position-1: [Team Leader] [10]

b) position-2: [Insert position title] [5]

c) position-3: [Insert position title] [5]

d) position-4: [Insert position title] [5]

e) position-5: [Insert position title] [5]

f) ETC.

Total points for criterion (4): *[20-30]*

The number of points to be assigned to each of the above Key Expert's positions shall be determined considering the following three sub-criteria and relevant percentage weights:

a) General qualifications (general education, training, and experience): *[weigh 10%]*

b) Adequacy for the Contract (relevant education, training, experience in the sector, or similar assignments)*: [weight between 60 and 70%]*

c) Relevant experience in Nigeria (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): *[insert weight between 0 and 10%]*

Total weight: 100%

v) Transfer of knowledge and training program (relevance of approach and methodology):

[Normally not to exceed 5 points. When the transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated; the following sub-criteria may be provided]

a) *Relevance of training program <u>[Insert points]</u>*

b) *Training approach and methodology [Insert points]*

c) *Qualifications of experts and trainers [Insert points]*

Total points for criterion (5): *[0 – 5]*

vi) Participation by Nigeria citizens among proposed Key Experts *[0–5]*

[not to exceed 5 points] [Sub-criteria shall not be provided. Calculated as a ratio of the Nigerian Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Tender's Technical Proposal]

Total points for the five criteria*:* 100 The minimum technical score (St) required to pass is*: points [Insert number]*

[Notes to Procuring Entity: the indicative range for the minimum technical score required to pass is 70 to 85 on a scale of 1 to 100]

FINANCIAL EVALUATION

Tenderers who score less than the required pass will be automatically disqualified. Tenderers who pass the technical evaluation will be evaluated further.

5 Tender Evaluation (ITT 35.5)

Price evaluation: in addition to the criteria listed in ITT 35.5 (a)–(e) the following criteria shall apply:

i) Time Schedule: time to complete the Information System from the effective date specified in Article 3 of the Contract Agreement for determining the time for completion of pre-commissioning activities is: No credit will be given for earlier completion. Tenders offering a completion date beyond the maximum designated period shall be rejected.

ii) Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: Insert description

iii) Other specific additional criteria- if permitted under ITT 36.5 (f) the relevant evaluation method, if any, shall be as follows: Insert description

iv) Recurrent Costs - since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given hereafter, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each Tenderer in Price Schedule Nos. 3.3 and 3.5. The recurrent cost factors for the calculation of the implementation schedule are:

i) *Number of years for implementation*

ii) *Hardware maintenance*

iii) *Software licenses and updates*

iv) *Technical services*

v) *Telecommunication services, and*

vi) *Other services (if any).*

v) Recurrent cost items for the post- warranty service period if subject to evaluation shall be included in the main contractor's separate contract signed together with the main contract. Such costs shall be added to the Tender price for evaluation.

6 Alternative Tenders (ITT13.1)

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

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

7 Apply Margin of Preference

7.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign Tenderers, where the percentage of shareholding of Nigerian citizens is less than fifty-one percent (51%).

7.2 Contractors for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.

7.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Nigerian citizens. Responsive tenders shall be classified into the following groups:

i) Group A: tenders offered by Nigerian Contractors and other Tenderers where Nigerian citizens hold shares of over fifty one percent (51%).

ii) Group B: tenders offered by foreign Contractors and other Tenderers where Nigerian citizens hold shares of less than fifty one percent (51%).

7.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, at tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group Band the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

8 Post qualification and Contract ward (ITT 39), more specifically,

a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated Tenderer, subject to confirmation of pre-qualification data if so required.

b) In case the tender was not subject to post-qualification, 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.

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 operational/construction cash flow in Nigeria Naira 8,499,791.25

ii) Minimum average annual operational/construction turnover in Nigeria Naira 84,997,912.5, equivalent calculated as total certified payments received for contracts in progress and/ or completed within the last three (3) years.

iii) At least three (3) contract(s) of a similar nature executed within Nigeria, the West African Community, or abroad, that have been satisfactorily and substantially completed as a prime contractor, joint venture member, or sub-contractor each of minimum value Nigeria Naira 84,997,912.5 equivalent.

iv) Contractor's Representative and Key Personnel, which are specified as: Computer/ICT professional

v) Contractors' key equipment is listed in the table "Contractor's Equipment" below and more specifically listed as specify requirements for each lot as applicable.

iv) Other conditions depending on their seriousness.

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last ___ (*specify the number of years*) years. The required information shall be furnished in the appropriate form.

b) 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) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last Five (5) years. All parties to the contract shall furnish the information in the appropriate form about any

litigation or arbitration resulting from contracts completed or on going 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: LETTER OF BID
- FORM: PRICE SCHEDULES
- FORM: ELI 2.1.1
- FORM: ELI 2.1.2
- FORM: CON – 2 3
- FORM: EXP 2.4.1
- FORM: EXP – 2.4.2
- FORM: EXP - 4.2(a) (cont.)
- FORM: CCC
- FORM: FIN – 2.3.1
- FORM: FIN – 2.3.2
- FORM: FIN 2.3.3
- FORM: PERSONNEL CAPABILITIES
- FORM: CANDIDATE SUMMARY
- FORM: TECHNICAL CAPABILITIES
- FORM: MANUFACTURER'S AUTHORIZATION
- FORM: SUBCONTRACTOR'S AGREEMENT
- FORM: INTELLECTUAL PROPERTY FORMS
- FORM: TECHNICAL RESPONSIVENESS CHECKLIST (FORMAT)
- FORM: TENDER SECURITY - DEMAND BANK GUARANTEE
- FORM: TENDER SECURITY (TENDER BOND)
- FORM: TENDER-SECURING DECLARATION
- FORM: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION
- FORM: SD1
- FORM: SD2
- FORM: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

PART 2 – REQUIREMENTS

SECTION IV: SCHEDULE OF REQUIREMENTS

REQUIREMENTS OF THE INFORMATION SYSTEM

(INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION SCHEDULE, SYSTEM INVENTORY TABLES, BACKGROUND, AND INFORMATIONAL MATERIALS)

Technical Requirements

Notes on preparing the Technical Requirements

The Technical Requirements–in combination with the Implementation Schedule and the supporting System Inventory Tables – state the Supplier's obligations to design, supply, and install the Information System and, as such, should be "voiced" to the Supplier (i.e., "The System MUST…" "The Supplier MUST…"). They form the contractual basis for the Procuring Entity-Supplier interactions on technical matters (in combination with refinements introduced through the Supplier's tender, the Project Plan, and any Change Orders).

The Technical Requirements also must include all the technical details that Tenderers will need to prepare realistic, responsive, and competitive tenders (i.e., covering all their obligations under the Contract if so awarded). However, matters addressed to the Tenderer (i.e., before contract award) generally belong in the Format of the Technical Tender Section 8 of Part 1.

Often Technical Requirements are based on either consultant's project proposals (voiced to the Procuring Entity's management) or tenders from previous procurements (voiced to the Procuring Entity). In both instances, care needs to be taken in converting these materials into Technical Requirements (voiced to the Supplier). Otherwise, substantial ambiguity will be introduced into the Technical Requirements from, among other things, "aspirational" text suggesting the benefits (to the Procuring Entity) which are often not obligations that the Supplier can deliver on or be held to deliver upon. The tender-based language will often include "sales pitches", such as "expandability up to sixteen processors", whereas the Technical Requirements need to be stated as threshold values to be cleared by the Supplier (e.g., "expandability to at least sixteen processors").

Any sustainable procurement technical requirements shall be specified. The sustainable procurement requirements may be specified to enable evaluation of such a requirement on a pass/fail basis and/orated criterion (point system), as appropriate.

To the greatest extent possible, the Technical Requirements should be expressed in terms of the Procuring Entity's business activities, rather than a technological design. This leaves it up to the market to determine what specific Information Technologies can best satisfy these business needs. This is particularly relevant where the Information System will embody complex business logic in the form of application software.

Even in the case of a relatively straightforward Information System, where the business needs can be linked to technological and methodological requirements known in advance of any tendering, the requirements must still be vendor-neutral and admit the widest possible range of technical responses.

Accordingly, references to brand names, catalog numbers, or other details that limit the source of any item or component to a specific manufacturer should be avoided. Where such references are unavoidable, the words "or substantially equivalent" should be added to permit Tenderers to tender equivalent or superior technologies. (The Procuring Entity will need to be ready to indicate how this equivalence will be assessed.) Only in the most exceptional circumstances may Tenderers be required to offer brand-name items and the equivalency clause be omitted. Such brand-name components are the absolute fewest possible and each component has been explicitly identified in the Tender Data Sheet for ITT 16.3.

Similarly, where national standards or codes of practice are specified, the Procuring Entity should include a statement that other national or international standards "that are substantially equivalent" will also be acceptable.

To help ensure comparable tenders and ease Contract execution, the Procuring Entity's requirements must be stated as clearly as possible, with minimum room for differing interpretations. Thus, wherever possible, technical requirements should include definitive characteristics and quantifiable measures. If technical characteristics in a specific range, or above or below specific thresholds, are required, then these should be specified. For example, the expandability of a server should be stated as "no less than four processors." Technical specifications that state only "four processors" create unnecessary uncertainty for Tenderers regarding whether or not, for example, a server that could be expanded up to six processes or boards would be technically responsive.

Quantitative technical specifications must, however, be employed with care. They can dictate technical architectures and, thus, be unnecessarily restrictive. For example, a quantitative requirement for the minimum width of the data path in a processor may be unnecessarily restrictive. Instead, a specification of a required level of standard performance benchmark test is more appropriate, allowing different technical approaches to achieving the Procuring Entity's functional and performance objectives. In general, the Procuring Entity should try to use widely accepted direct measures of performance and functionality whenever possible and carefully review specifications for those that might dictate technical architectures.

The Technical Requirements must identify which are mandatory features (for which a tender's nonconformance might require rejection for non-responsiveness) and which are preferable features that can be included or excluded from a tender at the Tenderer's option. To enhance the clarity of the specifications, Procuring Entities are advised to use the word "MUST" (in bold capitals) in sentences describing mandatory requirements. A clear requirement numbering scheme is also essential.

The following presents a sample outline format for the Technical Requirements Section. This can and should be adapted to meet the Procuring Entity's needs for the specific Information System to be procured.

Acronyms Used in the Technical Requirements

i) Acronym Table

Note: Compile a table of organizational and technical acronyms used in the Requirements. This can be done, for example, by extending the following table.

	Term	Explanation
	bps	bits per second
	cps	characters per second
	DBMS	Database Management System
	DOS	Disk Operating System
	dpi	dots per inch
	Ethernet	IEEE 802.3 Standard LAN protocol
	GB	Gigabyte

	Term	Explanation
	Hz	Hertz (cycles per second)
	IEEE	Institute of Electrical and Electronics Engineers
	ISO	International Standards Organization
	KB	Kilobyte
	kVA	Kilovolt ampere
	LAN	Local area network
	lpi	lines per inch
	lpm	lines per minute
	MB	Megabyte
	MTBF	Mean time between failures
	NIC	Network interface card
	NOS	Network operating system
	ODBC	Open Database Connectivity
	OLE	Object Linking and Embedding
	OS	Operating system
	PCL	Printer Command Language
	ppm	pages per minute
	PS	PostScript -- Adobe page description language
	RAID	Redundant array of inexpensive disks
	RAM	Random access memory
	RISC	Reduced instruction-set computer
	SCSI	Small Computer System Interface
	SNMP	Simple Network Management Protocol
	SQL	Structured Query Language
	TCP/IP	Transmission Control Protocol / Internet Protocol
	V	Volt
	WLAN	Wireless LAN

Functional, Architectural, and Performance Requirements

Legal and Regulatory Requirements to be met by the Information System

The Information System MUST comply with the following laws and regulations:

[as appropriate, summarize: each relevant legal code and regulations that govern the business processes and procedures that will be automated with the Information System;]

Note: If appropriate, prepare a sub-section with the relevant legal codes and regulations to be included in the Background and Informational Materials and reference these materials.

Business Function Requirements to be met by the Information System

The Information System MUST support the following business functions

[describe, at the appropriate level of detail for the Information System being supplied and installed: each specific business process and procedure that will be automated by the Information System.]

Note: These business process descriptions may be textual as well as presented in formal system analysis formats (e.g., process model and data model, use-case model, entity-relation diagrams, swim-lane diagrams, etc.)

As appropriate, prepare a subsection for the Background and Informational Materials with samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement; reference these materials.

Architectural Requirements to be met by the Information System

(3.1) The Information System MUST be supplied and configured to implement the following architecture.

Software Architecture: [specify: features (use diagrams as appropriate)].

Hardware Architecture: [specify: features (use diagrams as appropriate)].

Systems Administration and Management Functions Required to be met by the Information System

The Information System MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.

Installation, Configuration and Change Management: [specify: features].

Operational Monitoring, Diagnostics, and Troubleshooting: [specify: features].

User Administration and Access Control; User and Usage Monitoring and Audit Trails: [specify: features]

System and Information Security and Security Policies: [specify: features]

Back-up and Disaster- Recovery: [specify: features]

Performance Requirements of the Information System

The Information System MUST reach the following performance levels.

[describe, at the appropriate level of detail for the particular Information System being supplied and installed: each relevant throughput and/or response time for specific business processes and procedures automated by the System; also describe: in business process terms, the relevant conditions under which the System must achieve these performance standards (e.g., the number of concurrent users, type of transactions, type and quantity of business data that the System must process in achieving these performance standards, etc.)]

Note: Whenever feasible, business functions should be stated and used as the basis for performance specifications. Relying solely on technological requirements can inadvertently restrict competition.

Service Specifications– Supply& Install Items

System Analysis, Design, and Customization/ Development

The Supplier MUST perform the following Analysis and Design activities using a formal system analysis/ development methodology with the following key activities and design deliverables.

Detailed Analysis: [for example, specify: System Design Document; System Requirements Specification; Interface Requirements Specification); Software/System Test Descriptions; Software/ System Test Plan, etc.]

Physical Design: [for example, specify: Software Design Description; Interface Design Document; Database Design Document; etc.]

Integrated System: [for example, specify: User's Manual; Operations Manual; Source Code; CASE Files; etc.]

Software Customization/ Development

The Supplier MUST perform Software Customization / Development using a formal software development methodology with the following characteristics and/ or with the following technologies and/ or tools.

2) for example, describe: Software Development Method (e.g., Cascade, Rapid Application Development; and/ or Open Standards (e.g., Java, XML, etc.); and/ or CASE tools, etc.]

System Integration (to other existing systems)

1) The Supplier MUST perform the following Integration Services [for example, describe: existing information systems (as appropriate, reference the relevant subsection of the Background and Informational Materials Section containing any detailed description of existing systems); and specify: technical and functional level of integration with the Information System.]

Training and Training Materials

(4.1) The Supplier MUST provide the following Training Services and Materials.

User: [for example, specify: minimum curricula, modes of training, modes of testing, and training materials for the introduction to computers, the operation of the relevant equipment incorporated in the System, as well as the operation of the Software applications incorporated in the System; as appropriate, reference the relevant subsection in the Background and Informational Material Section containing any detailed information regarding the available training facilities; etc.]

Technical: [for example, specify: minimum curricula, modes of training, modes of testing (e.g., certification levels), training materials, and training locations for the key technology and methodology components of the Information System; etc.]

Management: [for example, specify: minimum curricula, modes of training, modes of testing, training materials, and training locations for the familiarization with the functionality, technology, and methodology components of the Information System, corporate management of information systems; etc.]

Data Conversion and Migration

The Supplier MUST provide services and tools to perform the following Data Conversion and Migration Services: [for example, specify: volume of data; type, structure, and media of data; timing of conversion; quality assurance and validation methods; etc.]

Documentation Requirements

(6.1) The Supplier MUST prepare and provide the following Documentation.

End-User Documents: [for example, specify: type(s) of end-user documents; language; content; formats; quality control and revision management; medium; reproduction and distribution methods; etc.]

Technical Documents: [for example, specify: type(s) of technical documents; language; content; formats; quality control and revision management; medium; reproduction and distribution methods; etc.]

Requirements of the Supplier's Technical Team

(7.1) The Supplier MUST maintain a technical team of the following roles and skill levels during the Supply and Installation Activities under the Contract:

Project Team Leader: [for example, specify: education/ certifications, years' experience in, demonstrated successful experience in, etc.]

[specify: Business Area] Expert: [for example, specify: education/ certifications, years' experience in, demonstrated successful experience in, etc.]

System Analyst: [for example, specify: education/certifications, years' experience in, demonstrated successful experience in, etc.]

Database Expert: [for example, specify: education/certifications, years' experience in, demonstrated successful experience in, etc.]

Programming Expert: [for example, specify: education/certifications, years' experience in, demonstrated successful experience in, etc.]

System Administration / Security Expert: [for example, specify: education/ certifications, years' experience in, demonstrated successful experience in, etc.]

Computer Hardware Expert: [for example, specify: education/ certifications, years' experience in, demonstrated successful experience in, etc.]

Network and Communications Expert: [for example, specify: education/ certifications, years' experience in, demonstrated successful experience in, etc.]

Training Expert: [for example, specify: education/certifications, years' experience in, demonstrated successful experience in, etc.]

Documentation Specialist: [for example, specify: education/certifications, years' experience in, demonstrated successful experience in, etc.]

Technology Specifications– Supply& Install Items

General Technical Requirements

Language Support: All information technologies must provide support for the [insert: either national or business language(s) of the end-user(s)]. Specifically, all display technologies and software must support the ISO [insert: character set number] character set and perform sorting according to [insert: appropriate standard method].

Electrical Power: All active (powered) equipment must operate on [specify: voltage range and frequency range, e.g., 220v +/- 20v, 50Hz +/- 2Hz]. All active equipment must include power plugs standard in [insert: Procuring Entity's Country].

Environmental: Unless otherwise specified, all equipment must operate in environments of [specify, temperature, humidity, and dust conditions, e.g., 10-30 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust].

Safety:

Unless otherwise specified, all equipment must operate at noise levels no greater than [insert: maximum number, e.g.,55] decibels.

All electronic equipment that emits electromagnetic energy must be certified as meeting [insert: emission standard, e.g., USFCC class B or END 55022 and END 50082-1], or equivalent, emission standards.

ii) Computing Hardware Specifications

Processing Unit Type 1: [specify: name of processing unit and technical function (e.g., Central Database Server)]:

Processing unit performance: As configured for the tender, the processing unit MUST, at a minimum,

Achieve [specify: standard benchmark test or tests and minimum performance levels, for example, "SPECCPU 2006 rating"]

(Or, for PCs)

Achieve a minimum performance equal to a score of [specify: score] under the benchmark [specify: benchmark, for example, "Sylmar 2007 Rating"]

Provide input-output performance, as follows [specify: minimum input-output performance levels (e.g., data bus transfer rates; standard peripheral interfaces; minimum number of concurrent terminal sessions, etc.)]

Processor expandability: [for example, specify: minimum acceptable number of processors; minimum acceptable levels of performance; minimum acceptable degree of expandability for processors/ performance, relative to tender configuration; a minimum acceptable number of internal Sub system expansions lots; etc.,]

Process or memory and other storage: [for example, specify: main memory; cache memory; disk storage; tape storage; optical drives; etc.]

Note: If the upgrade requirements over the next few years for processing power, memory, etc., are reasonably well known at the time the Tendering Documents are to be issued, the Procuring Entity may wish to incorporate these requirements in the Recurrent Cost Table and possibly include them in the Contract Price. This will subject them to competition and provide away contractually to control future price increases. This approach reserves for the Procuring Entity the option of including upgrades in the Contract, even if upgrades are not needed in the end. An SCC needs to be included clarifying how upgrades will be treated in the final Contract.

Processing unit fault tolerance: [for example, specify: error checking; failure detection, prediction, reporting, and management; redundant power supplies and other modules; "hot-swappable modules"; etc.]

Processing unit management features: [for example, specify: features and supported standards; local and remote management; etc.]

Processing unit input and output devices: [for example, specify: network interfaces and controllers; display; keyboard; mouse; bar-code, smart-card, and identification-card readers; modems; audio and video interfaces and devices; etc.]

Other processing unit features: [for example, specify: power-saving features; battery life for portable equipment; etc.]

Processing Unit Type 2: [specify: name of processing unit and technical function (e.g., General Purpose Work station)]:

Network and Communications Specifications

Local Area Network:

Equipment and software: [for example, specify: as appropriate, for each type of equipment and software: protocols supported; performance levels; expandability, fault tolerance, administration, management, and security features; etc.]

Cabling: [for example, specify: cable type(s); topology(ies); cable protectors, channels and other installation standards (e.g., ANSI / EIA / TIA 598); cable labeling schemes, references to premises drawings; etc.]

3.2 Wide-Area Network:

Equipment and software: [for example, specify: protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features; etc.]

Telecommunications Services: [for example, specify: media; capacity; protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features; etc.]

Other Communications Equipment: [for example, specify: modems; facsimile devices; modem and facsimile servers, etc.]

Video Conferencing/ Congress Equipment:

Ancillary Hardware Specifications

Shared Data Storage Devices: [specify: disk; tape; optical storage devices, including capacities, interfaces, hardware-based administration/ diagnostics/ failover, etc.]:

Shared Output and Input Devices:

General Requirements: Unless otherwise specified, all shared output and input devices must be capable of handling A4 standard-sized paper.

Printers: [for example, specify: high-speed, high-quality printer; standard-speed, high-quality printer; high-speed, large-format (A3) printer; color, high-quality printer, video and output devices; etc.]

Scanners: [for example, specify: scanner resolution; paper-/ film-handling features; speed; etc.]

Power Conditioning Devices:

Uninterruptable Power Supplies: [for example, specify: output power delivery and duration capacity, power filtering capacity, battery features, interfaces, device management diagnostics, failover features, etc.]

Specialized Furnishing/ Equipment:

Equipment Cabinets/ Racks: [for example, specify: size, capacity, physical access, access control, ventilation, environmental control features, etc.]

Environment Control Equipment: [for example, specify: air conditioning units; humidity control equipment; etc.]

Physical Access Control Equipment: [for example, specify: door entry controls; intrusion detection; video surveillance, etc.]

Logical Access Control Equipment: [for example, specify: secure identity tokens; token readers, etc.]

Standard Software Specifications

System Software and System-Management Utilities:

Processing unit type 1: [for example, specify: operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools; etc.]

Processing unit type 2: [for example, specify: operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools; etc.]

Networking and Communications Software: [for example, specify: protocols, media, and equipment to be supported; network services, management, and administration features; security and failure management features; etc.]

General-Purpose Software: [for example, specify: Office Automation Software; programming tools and libraries; etc.]

Database Software and Development Tools: [for example, specify: database and database management feature; development tools and environments; etc.]

Business Application Software: [for example, specify: specific business functions to be supported in native code; application management feature; customization options and tools; etc.]

Consumables

6.1 Printer Ink/ Toner–PrinterType1:

Other Non-IT Goods

Work station Desks:

Photocopiers:

Specialized Mechanical Systems–Data center [for example, specify: raised floor system, electrical distribution subsystem, etc.]

Testing and Quality Assurance Requirements

(i) Inspections

1.1 Factory Inspections: [if any, specify: the items, criteria, and methods to be employed by the Procuring Entity, or its agent, during factory inspections of the Information Technologies and other Goods before their shipment to the site(s).]

Inspections following delivery: [if any, specify: the items, criteria, and methods to be employed by the Procuring Entity, or its agent, upon delivery and unpacking of the Information Technologies and other Goods to the Site(s).]

Pre-commissioning Tests

In addition to the Supplier's standard check-out and set-up tests, the Supplier (with the assistance of the Procuring Entity) must perform the following tests on the System and its Subsystems before Installation will be deemed to have occurred and the Procuring Entity will issue the Installation Certificate (s) (under GCC Clause 26 and related SCC clauses).

[specify: Sub system1(as defined in the Site Table[s] attached to the Implementation Schedule) specify: tests, test conditions, success criteria, etc.]

[specify: Sub system2(as defined in the Site Table{s}) specify: tests, test conditions, success criteria, etc.]

the Entire System: Pre-commissioning Tests for the entire System are: [specify: tests, test conditions, success criteria, etc.]

Operational Acceptance Tests

Under GCC Clause27 and related SCC clauses, the Procuring Entity (with the assistance of the Supplier) willperformthefollowingtestsontheSystemanditsSubsystemsfollowingInstallati on to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.

[specify: Subsystem 1 (as defined in the Implementation Schedule) specify: tests, test conditions, success criteria, etc.]

[specify: Subsystem 2 (as defined in the Implementation Schedule) specify: tests, test conditions, success criteria, etc.]

the Entire System: Pre-commissioning Tests for the entire System are: [specify: tests, test conditions, success criteria, etc.]

Note: The complexity of the Operational Acceptance Testing needed will vary per the complexity of the System being procured. For simpler Information Systems Operational Acceptance Testing may simply consist of requiring a specific period of trouble-free System or Subsystem operation under normal operating conditions. For more complex Systems, Operational Acceptance testing will require extensive, clearly defined tests under either production or mock-production conditions.

Service Specifications–Recurrent Cost Items

Warranty Defect Repair

The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the Tendering Documents).

Warranty Defect Repair Service: [for example, specify: coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]

Technical Support

The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the Tendering Documents).

User support/hotline: [for example, specify: coverage period; response time, problem resolution performance standards; etc.]

Technical Assistance: [for example, specify: categories of technical staff required; anticipated tasks and objectives; response-time performance standards; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]

Post-Warranty Maintenance Services: [for example, specify: coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]

Requirements of the Supplier's Technical Team

The Supplier MUST provide a technical team to cover the Procuring Entity's anticipated Post-Operational Acceptance Technical Assistance Activities Requirements (e.g., modification of the Information System to comply with changing legislation and regulations) with the roles and skill levels that are specified below. The minimum expected quantities of inputs by the Supplier's technical support team are specified in the relevant System Inventory Tables for Recurrent Cost Items.

System Analyst: [for example, specify: education/certifications, years' experience in, demonstrated successful experience in, etc.]

Database Expert: [for example, specify: education/certifications, years' experience in, demonstrated successful experience in, etc.]

Programming Expert: [for example, specify: education/certifications, years' experience in, demonstrated successful experience in, etc.].

Note: The Technical Assistance Team specification may be used to develop tender prices for technical support Recurrent Costs. These may be included in the main Contract or be subject to separate contracts. In either regard, to obtain meaningful and comparable tender prices, the Procuring Entity will need to specify the roles of the technical support team members in this section and indicate the quantities of the corresponding inputs in the Systems Inventory Tables for Recurrent Cost items.

Implementation Schedule

Notes on preparing the Implementation Schedule. The Implementation Schedule summarizes when and where Installation and Operational Acceptance should take place for all Subsystems and/ or major components of the System and for the overall system itself–as well as any other major Contract milestones.

Note: The delivery date is not presented in the Implementation Schedule. Under Incoterms 2010 for CIP, Delivery refers to the date when the Supplier delivers the goods to the first carrier at the port of embarkation, not to the arrival of the goods at the destination site. Delivery (shipment) date, therefore, varies according to the country of origin of the goods and the Supplier's chosen method of transport.

The target dates need to be realistic and achievable in light of the capacity of both the average Supplier and the Procuring Entity to carry out their respective contractual obligations. Also, the Procuring Entity must take care to ensure that the dates specified in the Schedule are consistent with any specified elsewhere in the Tendering Document, especially in the GCC/SCC (e.g., and/ or times specified for the submission and acceptance of the Agreed Project Plan). The work breakdown structure (deliverables) in the Implementation Schedule should be sufficiently detailed to facilitate careful management of the Contract - but not so detailed that it unnecessarily constrains Tenderers from organizing the proposed work in the most efficient and effective manner.

To facilitate the tendering and the contract management processes, the Implementation Schedule, the System Inventory Tables, and the Price Schedules should be closely linked. In particular, the Implementation Schedule defines the major deliverable Subsystems. For each Subsystem, there should be a corresponding System Inventory Table or Tables. These System Inventory Tables catalog the specific items (inputs) comprising the Subsystem, as well as the quantities of each item required (for the supply and install cost items as well as their current cost items). For each System Inventory Table, there should be a corresponding Price Schedule that closely mirrors the System Inventory Table. Careful development of these materials will greatly improve the chances of obtaining complete and comparable tenders (and ease the tender evaluation process) as well as improve the likelihood that the Procuring Entity's and Supplier's interactions during contract execution are closely orchestrated (thus easing the burden of contract management and improving the likelihood of successful implementation of the Information System).

The sample tables comprise:

An Implementation Schedule Table;

A Site Table(s); and

A Table of Holidays and other Non-Working Days.

The Procuring Entity should modify these tables, as required, to suit the particulars of the System (and Subsystems) to be supplied and installed. The sample text in the tables is illustrative only and

should be modified or deleted as appropriate. The timings stated in the Implementation Schedule should be specified in weeks from Contract Effectiveness. This will ease the maintenance of the Tendering Documents during the preparation and tendering processes.

Where appropriate, the Implementation Schedule should indicate the deliverables against which Liquidated Damages may be applied in the event of implementation delays arising from the actions of the Supplier (as governed by the SCC and GCC clause 28). These milestones should be kept to the essential minimum needed by the Procuring Entity to ensure contract discipline by the Supplier-but not so many that they unnecessarily strain the Procuring Entity-Supplier relationship upon which the successful implementation of the Information System will invariably depend.

The Site Table(s) catalog the physic allocation of the site(s) where the System is to be supplied, installed, and operated. The site(s) may consist of several branch offices in remote regions, different departments or offices in the same city, or a combination of these. The Procuring Entity must specify this information in sufficient detail so that Tenderers can accurately estimate costs related to:

Delivery and insurance;

Installation, including cabling and inter-building communications, etc.

Perform support services, such as warranty defect repair, maintenance, and other technical support services; and

Other related Service obligations the successful Tenderer will have to perform under the Contract, including related travel and subsistence costs.

This information will also help Tenderers identify which site(s) may warrant a site visit during the period they are preparing their tenders. If the System presents complex installation challenges, site layout drawings should be included in the Background and Informational Materials Section.

Implementation Schedule Table

*[Specify **desired installation and acceptance dates for all items in the Schedule below, modifying the sample line items and sample table entries as needed.]*

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Tenderer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
1	Delivery	- -	- -		Two weeks	Tow Weeks	no
2	Installation, Testing and Connectivity				One week	One week	
3	Training				One week	One week	
	Subsystem 1	1	___		- -	- -	- -
1	Support & Maintenance				One week	One week	
x	Operational Acceptance of the System as an integrated whole	- -	all sites		- -	W__	Yes
1	Functional Testing		All offices		Four weeks	Four weeks	Yes
2	User acceptance testing (UAT)		All offices		Four weeks	Four weeks	Yes
3	Performance validation		All offices		Four weeks	Four weeks	Yes
4	Security and access setup		All offices		Four weeks	Four weeks	Yes
5	Go-live confirmation		All offices		Four weeks Four weeks	Four weeks	Yes
Y	Recurrent Cost Items – Warranty Period	Two years	- -				

II). SITE TABLE(S)

[Specify: ***the detailed information regarding the site(s) at which the System is to be operated****]*

Site Code	Site	City / Town / State	Primary Street Address	Drawing Reference No. (if any)
HQ	Headquarters			
	Metallurgical Training Institute	Onitsha	P.M.B 1555	
R1	Region 1			
R1.1	Region 1 Head Office			
R1.2	ABC Branch Office			
R1.3	DEF Branch Office			

III) TABLE OF HOLIDAYS AND OTHER NON–WORKING DAYS

[Specify: ***the days for each month for each year that are non-working days, due to Holidays or other business reasons (other than weekends).****]*

Month	20xy	20xy+1	20xy+2	....			...	20zz
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

System Inventory Tables

Notes on preparing the System Inventory Tables

The System Inventory Tables detail:

for each Subsystem (Deliverable) indicated in the Implementation Schedule, the Information Technologies, Materials, and other Goods and Services that comprise the System to be supplied and/or performed by the Supplier;

the quantities of such Information Technologies, Materials, and other Goods and Services;

the sites and the location of each on a specific site (e.g., building, floor, room, department, etc.)

the cross-references to the relevant section of the Technical Requirements where that item is described in greater detail.

The Procuring Entity should modify these tables, as required, to suit the particulars of the System (and Subsystems) to be supplied and installed. The sample text provided for various sections of the tables is illustrative only and should be modified or deleted as appropriate.

There are two sample formats given for the System Inventory Tables: one for the Supply and Installation cost items and the second for recurrent cost items needed (if any). The second version of the table permits the Procuring Entity to obtain price information about items that are needed during the Warranty Period.

System Inventory Table (Supply and Installation Cost ITEMS) [MTI/PROC/2025/OFF-EQP/02

Line-item number: [*specify:* ***relevant line-item number from the Implementation Schedule (e.g., 1.1)]***

[as necessary for the supply and installation of the System, specify: ***the detailed components and quantities in the System Inventory Table below for the line item specified above, modifying the sample components and sample table entries as needed.*** *Repeat the System Inventory Table as needed to cover every line item in the Implementation Schedule that requires elaboration.]*

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
1.	Laptops	HP Envy 14x360 13th intel core 15 SSD-8gb RAM 512gb ROM window 11+Backlit Key Board Tp recorder	- -	4
2	Laptops	HP Elite book 1030x360 Intel core 15-256gb SSD-16gb RAM, 8gb Total Graphics HDM-touch screen keyboard light		9

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
3	Industrial photocopier	Digital Multifunction (print, copy, Scan, Fax etc), Brand/model: sharp MX-M6050. Print technology: Laser Monochrome/Color. Processor: 1.4 GHz. 4GB RAM (minimum). 500GB HDD. Copy/print speed: 50-60 pages/minute. Resolution: 600X600 dpi (copy)/1200X1200dpi (print). Paper capacity: at least 5000 sheets (multiple trays). Duplex Printing: Automatic (standard)	Network Capability: Ethernet, USB 2.0/3.0 wi-fi optional, supported paper sizes: A3, A4, A5, B4 Legal, Letter. Scanner type: colour Duplex. Fax standard or optional super G3. Touchscreen Display: 10-inch colour LCD Touch panel. Operating Systems: windows, macOS, Linux Compactible. Power supply: 220-240V, 50/60Hz. Accessories: Document Feeder, Finisher, Stapler, Cabinet stand. Duty Cycle: up to 250,000 pages/month. Warranty; 2 years	2

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
4	Table Photocopier	Sharp AR-7024D photocopier. Function: print, copy scan.Print Speed: Up to 24 pages per minute. Print resolution: 600X600dpi. Paper Capacity: standard: 350 sheets (250-Sheets tray+100-sheet multi-bypass tray). Max: 1,850 sheet (with optional 500-sheet trays). Duplex printing: Automatic. Memory: 448mb. Connectivity: USB 2.0; optional network interface. Dimensions (WxDxH): 599x612x511mm. power consumption: 1.2kw. warm-up Time: 25 seconds. Scanner Resolution: up to 600dpi. Supported Scan Formats: TIFF, PDF, JPEG, BMP. Operating System Supported: window 8.1, 10: optional supported for windows Server and macOS		4

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
5	Color Printer	Hp 150a printer + USB cable. Function: print only, Print Speed: black up to 18 pages/min. color up to 4 ppm. Print resolution: up to 600x600dpi. First page out time: black as fast as 12.4 sec, color as fast as 25.3 sec.. Monthly Duty cycle: up to 20.000 pages. 400MHz Memory: 64 mb. Connectivity: Hi-Speed USB 2.0 port. Operating System Compatibility: 8/8.1 (32/64bit) window 10. Paper handling: input tray 150 sheets, output Bin 50Sheets, Supported Media sizes: A4, A5. Duplex Printing: manual (driver support provided). Dimensions (WxDxH): 382x309x211.5mm		2

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
:6	Black and white printer	Hp Laser jet p2035. Function: print only (monochrome). Print Speed: up to 30 pages/min (ppm). First page out time: as fast as 8 sec. print resolution: up to 600x00dpi(with Hp fastres 1200 enhancement). Monthly Duty Cycle: up to 25,000 pages. Processor: 266 MHz. Memory: 16mb. Connectivity: Hi-Speed USB 2.0. paper handling: Multipurpose tray. Duplex printing: manual (driver support provided. Support Media sizes: Letter, legal executive, index cards, Dimension (WxDxH; 14.4x14.5x10.1 inch. Operating Systems Compatibility: windows. Mac OSXv10.3.9,10.4, 10.5. Replacement Toner Cartridge:		4

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity

Note: - - indicates not applicable. “indicates repetition of the table entry above.

SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS) [MTI/PROC/2025/OFF-EQP/02*]*

Line-item number: *[specify: **relevant line-item number from the Implementation Schedule (e.g., y.1)**]*

Component No.	Component	Relevant Technical Specifications No.	Y1	Y2	Y3
1.	Warranty Defect Repair		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
2.	Software/Firmware Licenses and Updates:		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
3.	Technical Services				
3.1	Sr. Systems Analyst		80 days	40 days	20 days
3.2	Sr. Programmer		20 days	40 days	60 days
3.3	Sr. Network Specialist, …. etc.		- -	20 days	20 days
	…				

Note: - indicates not applicable. “indicates repetition of table entry above.

Background and Informational Materials

Notes on Background and Informational Materials

This section of the Tendering Document provides a place to gather materials that the Procuring Entity believes will help Tenderers prepare more precisely targeted technical tenders and more precise tender prices.

These materials MUST NOT introduce requirements for the Information System. Rather they should assist Tenderers to interpret the Technical Requirements and the General and Specific Conditions of the Contract. For example, this Background and Informational Materials may describe existing information systems that the Information System to be supplied and installed under the Contract must integrate with. However, the specific requirement that the Supplier must integrate the Information System with other systems needs to be stated in the Technical Requirements. Similarly, this Background and Informational Materials may describe the legal and regulatory norms (including for example statutory report formats) that are relevant to the Information System. The Technical Requirements Section would need to spell out that the Supplier must ensure the Information System complies with the relevant legal and regulatory norms.

Background and Informational Materials

Note: The following is only a sample outline. Entries should be modified, extended, and/or deleted, as appropriate for the particular System to be supplied and installed. DO NOT introduce requirements for the System in this section.

BACKGROUND

The Procuring Entity

[provide: an overview of the Agency’s legal basis, organizational role, and core objectives]

[provide: an overview of the stakeholders to the Information System

[provide: an overview of the Procuring Entity's project management and decision-making arrangements applicable to the System and performance of the Contract]

The Procuring Entity's Business Objectives for the Information System

[provide: an overview of the current business objectives, procedures, and processes and how they will be affected by the System]

[provide: an overview of the changes in objectives, procedures, and processes to be made possible by the System]

[provide: a brief description of the expected benefits of the System]

INFORMATIONAL MATERIALS

The Legal, Regulatory, and Normative Context for the Information System

[provide: an overview of the laws, regulations, and other formal norms which will shape the Information System.]

[provide: samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement.]

Existing Information Systems/ Information Technologies Relevant to the Information System

[provide: an overview of the existing information systems and information technologies that will establish the technological context for the implementation of the Information System.]

[provide: an overview of the ongoing or planned information systems initiatives that will shape the context for the implementation of the Information System.]

Available Training Facilities to Support the Implementation of the Information System

[provide: an overview of the Procuring Entity's existing training facilities that would be available to support the implementation of the Information System.]

Site Drawings and Site Survey Information Relevant to the Information System

[provide: information on the sites at which the Information System would be implemented.]

PART 3 – CONTRACT

SECTION V: GENERAL CONDTIONS OF CONTRACT (GCC)

A. CONTRACT AND INTERPRETATION

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated below.

a) Contract Elements

i) "Contract" means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

ii) "Contract Documents" means the documents specified in Article1.1(Contract Documents) of the Contract Agreement (including any amendments to these Documents).

iii) "Contract Agreement" means the agreement entered into between the Procuring Entity and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the tender documents and any modifications to this form agreed to by the Procuring Entity and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

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

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

vi) "Technical Requirements" means the Technical Requirements in Section VII of the Tendering Documents.

vii) "Implementation Schedule" means the Implementation Schedule in Section VII of the Tendering Documents.

viii) "Contract Price" means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

ix) "Procurement Regulations" refers to the Regulations issued under Nigeria's Public Procurement Act as amended.

x) "Tendering documents" refers to the collection of documents issued by the Procuring Entity to instruct and inform potential suppliers of the processes for tendering, selection of the winning tender, and Contract formation, as well as the contractual conditions governing the relationship between the Procuring Entity and the Supplier. The General and Special Conditions of the Contract, the Technical Requirements, and all other documents included in the Tendering Documents reflect the Procurement Regulations that the Procuring Entity is obligated to follow during the procurement and

administration of this Contract.

b) Entities

i) "Procuring Entity" means the entity purchasing the Information System, as specified in the SCC.

ii) "Project Manager" means the person named as such in the SCC or otherwise appointed by the Procuring Entity in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Procuring Entity.

iii) "Supplier" means the firm or Joint Venture whose tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.

iv) "Supplier's Representative" means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Procuring Entity in the manner provided in GCC Clause18.2 (Supplier's Representative) to perform the duties delegated by the Supplier.

v) "Subcontractor" means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is sub-contracted directly or indirectly by the Supplier.

vi) "Adjudicator" means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Procuring Entity and the Supplier to make a decision on or to settle any Dispute between the Procuring Entity and the Supplier referred to him or her by the parties, under GCC Clause 43.1 (Adjudication

c) Scope

i) "Information System," also called "the System," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract.

ii) "Subsystem" means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before the Commissioning of the entire System.

iii) "Information Technologies" means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.

iv) "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies, and Materials, but excluding the Supplier's

Equipment.

v) "Services" means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.

vi) "The Project Plan" means the document to be developed by the Supplier and approved by the Procuring Entity, under GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's tender. The "Agreed Project Plan" is the version of the Project Plan approved by the Procuring Entity, per GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

vii) "Software" means that part of the System which are instructions that cause information processing Sub systems to perform in a specific manner or execute specific operations.

viii) "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"), operating systems, communications, system and network management, and utility software.

ix) "General-Purpose Software" means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include but is not restricted to, word processing, spreadsheet, generic database management, and application development software.

x) "Application Software" means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.

xi) "Standard Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.

xii) "Custom Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may

agree in writing to be Custom Software.

xiii) "Source Code" means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).

xiv) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Procuring Entity under the Contract.

xv) "Standard Materials" means all Materials not specified as Custom Materials.

xvi) "Custom Materials" means Materials developed by the Supplier at the Procuring Entity's expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials include Materials created from Standard Materials.

xvii) "Intellectual Property Rights" means any copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, titles, and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extractor re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sub-license, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

xviii) "Supplier's Equipment" means all equipment, tools, apparatus, or things of every kind required in or for installation, completion, and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.

d) Activities

i) "Delivery" means the transfer of the Goods from the Supplier to the Procuring Entity per the current edition Incoterms specified in the Contract.

ii) "Installation" means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).

iii) "Pre-commissioning" means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for the

Commissioning of the System as provided in GCC Clause 26 (Installation).

iv) "Commissioning" means the operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause27.1 (Commissioning), to carry out Operational Acceptance Test (s).

v) "Operational Acceptance Tests" means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System or a specified Sub system, can attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, per the provisions of GCC Clause 27.2 (Operational Acceptance Test).

vi) "Operational Acceptance" means the acceptance by the Procuring Entity of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), per GCC Clause27.3(Operational Acceptance).

e) Place and Time

i) "Supplier's Country" is the country in which the Supplier is legally organized, as named in the Contract Agreement.

ii) Unless otherwise specified in the SCC "Project Site (s)" means the place (s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.

iii) "Eligible Country" means the countries and territories eligible for participation in procurements.

iv) "Day" means the calendar day of the Gregorian Calendar.

v) "Week" means seven (7) consecutive days, beginning the day of the week as is customary in Nigeria.

vi) "Month" means the calendar month of the Gregorian Calendar.

vii) "Year" means twelve (12) consecutive months.

viii) "Effective Date" means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, to determine the Delivery, Installation, and Operational Acceptance dates for the System or Sub system(s).

ix) "Contract Period" is the period during which this Contract governs the relations and obligations of the Procuring Entity and Supplier concerning the System, as unless otherwise specified in the SCC, the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier per the terms set out in the Contract.

x) "Defect Liability Period" (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Supplier

commencing at the date of the Operational Acceptance Certificate of the System or Sub system(s), during which the Supplier is responsible for defects concerning the System (or the relevant Sub-system[s]) as provided in GCC Clause 29 (Defect Liability).

xi) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/ or technical support services (if any) must be available.

xii) "The Post-Warranty Services Period" means the number of years defined in the SCC (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/ or technical support services for the System, either under this Contractor under a separate contract(s).

2. Contract Documents

2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation

3.1 Governing Language

3.1.1 All Contract Documents and related correspondence exchanged between Procuring Entity and Supplier shall be written in the English Language of these Tendering Documents, and the Contract shall be construed and interpreted per that language.

3.1.2 If any of the Contract Documents or related correspondence are prepared in a language other than the English Language under GCC Clause 3.1.1 above, the translation of such documents into the English language shall prevail in matters of interpretation. The originating party, concerning such documents, shall bear the costs and risks of such translation.

3.2 Singular and Plural. The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 Headings. The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Persons. Words importing persons or parties shall include firms, corporations, and government entities.

3.5 Incoterms. 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 the Incoterms. Incoterms means

international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

3.6 Entire Agreement. The Contract constitutes the entire agreement between the Procuring Entity and Supplier concerning the subject matter of the Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties concerning the subject matter of the Contract made before the date of Contract.

3.7 Amendment. No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

3.8 Independent Supplier. The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for how the Contract is performed. All employees, representatives, or Sub contractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Procuring Entity, and nothing contained in the Contractor in any sub contract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Sub contractors and the Procuring Entity.

3.9 Joint Venture; If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Procuring Entity.

3.10 Non-waiver

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3.10.2 Any waiver of a party's rights, powers, or remedies under the

Contract must be in writing, must be 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.

3.11 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.

3.12 Country of Origin

"Origin" means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that are substantially different in basic characteristics or purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, under GCC Clause 4.3 below, by personal delivery, air mail post, special courier, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

4.2 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by air mail post or special courier, except as otherwise specified in the Contract.

4.2.1 Any notice sent by air mail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by air mail or special courier.

4.2.2 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

4.2.3 Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

4.3 Notices shall be deemed to include any approvals, consents,

instructions, orders, certificates, information, and other communication to be given under the Contract.

4.4 Under GCC Clause 18, notices from/to the Procuring Entity are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or any other reason, the Procuring Entity or Supplier may give and receive notices at their fall back addresses. The address of the Project Manager and the fallback address of the Procuring Entity is as specified in the SCC or as subsequently established/ amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

5. Governing Law

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

5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Nigeria when
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 from that country or any payments to any country, person, or entity in that country.

6 Fraud and Corruption

6.1 The Procuring Entity requires compliance with the laws of Nigeria on Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in its statutes.

6.2 The Procuring Entity requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party 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.

B. SUBJECT MATTER OF CONTRACT

7 Scope of the System

7.1 Unless otherwise expressly limited in the SCC or Technical

Requirements, the Supplier's obligations cover the provision fall Information Technologies, Materials, and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, per the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.

7.2 The Supplier shall unless specifically excluded in the Contract, perform all such work and/or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and/or items and Materials were expressly mentioned in the Contract.

7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's tender, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), areas specified in the SCC, including the relevant terms, characteristics, and timings.

8 Time for Commencement and Operational Acceptance

8.1 The Supplier shall commence work on the System within the period specified in the SCC, and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System per the schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.

8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem (s) is specified in the Contract) per the schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

9 Supplier's Responsibilities

9.1 The Supplier shall conduct all activities with due care and diligence, per the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or per best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in the irrespective callings and supervisory staff who are competent to adequately supervise the work at hand.

9.2 The Supplier confirms that it has entered into this Contract based on a proper examination of the data relating to the System provided by the Procuring Entity and based on information that the Supplier could

have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days before tender submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

9.3 The Supplier shall be responsible for the timely provision of all resources, information, and decision-making under its control that is necessary to reach a mutually Agreed Project Plan (under GCC Clause 19.2) within the schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination under GCC Clause 41.2.

9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in Nigeria that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring Entity under GCC Clause 10.4 and that are necessary for the performance of the Contract.

9.5 The Supplier shall comply with all laws in force in Nigeria. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring Entity from and against all liabilities, damages, claims, fines, penalties, and expenses of whatever nature a rising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Procuring Entity to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring Entity.

9.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations about the employment of labor.

9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).

9.8 Under paragraph 2.2e. of Appendix B to the General Conditions the

Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the Bureau for Public Procurement (BPP) and/or persons appointed by the BPP 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 BPP if requested by the BPP. The Supplier's and its Sub contractors' and sub-consultants' attention are drawn to Sub-Clause 6.1 which provides, inter alia, that acts intended to materially impede the exercise of the BPP's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the Public Procurement Regulatory Authority's prevailing sanctions procedures).

9.9 The Supplier shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

9.10 Unless otherwise specified in the SCC the Supplier shall have no other Supplier responsibilities.

10 Procuring Entity's Responsibilities

10.1 The Procuring Entity shall ensure the accuracy of all information and/or data to be supplied by the Procuring Entity to the Supplier, except when otherwise expressly stated in the Contract.

10.2 The Procuring Entity shall be responsible for the timely provision of all resources, information, and decision-making under its control that is necessary to reach an Agreed Project Plan (under GCC Clause 19.2) within the schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for Termination under GCC Clause 41.3.1(b).

10.3 The Procuring Entity shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other are as reasonably required for the proper execution of the Contract.

10.4 If requested by the Supplier, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.

10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services fall to the Supplier, as specified in the Technical Requirements, SCC,

Agreed Project Plan, or other parts of the Contract, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.

10.6 The Procuring Entity shall be responsible for the timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where the provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring Entity may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.

10.7 Unless otherwise specified in the Contractor agreed upon by the Procuring Entity and the Supplier, the Procuring Entity shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.

10.8 The Procuring Entity will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.

10.9 The Procuring Entity assumes primary responsibility for the Operational Acceptance Test (s) for the System, per GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

10.10 The Procuring Entity is responsible for performing and safely storing timely and regular backups of its data and Software per accepted data management principles, except where such responsibility is assigned to the Supplier elsewhere in the Contract.

10.11 All costs and expenses involved in the performance of the obligations under GCC Clause 10 shall be the responsibility of the Procuring Entity, save those to be incurred by the Supplier concerning the performance of the Operational Acceptance Test (s), per GCC Clause 27.2.

10.12 Unless otherwise specified in the SCC the Procuring Entity shall have no other Procuring Entity responsibilities.

C. Payment

11 Contract Price

11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

11.2 Unless an adjustment clause is provided for in the SCC, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System under GCC Clause 39 or to other clauses in the Contract;

11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

11.4 Where the contract price is different from the corrected tender price, to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates 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.

12 Terms of Payment

12.1 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted under GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract. The Contract Price shall be paid as specified in the SCC.

12.2 No payment made by the Procuring Entity herein shall be deemed to constitute acceptance by the Procuring Entity of the System or any Subsystem (s).

12.3 Payments shall be made promptly by the Procuring Entity but in no case later than (sixty (60) days after submission of a valid invoice and upon satisfactory performance of the contractual obligations by the Supplier. If the Procuring Entity fails to make any payment by its respective due date or within the period set forth in the Contract, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate (s) specified in the SCC for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

12.4 Payments shall be made in the currency (ies) specified in the Contract

Agreement, under GCC Clause 11. For Goods and Services supplied locally, payments shall be made as specified in the SCC.

12.5 Unless otherwise specified in the SCC, payment of the foreign currency portion of the Contract Price for Goods supplied from outside Nigeria shall be made to the Supplier through an irrevocable Form of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the Form of credit will be subject to Article10 of the latest revision of Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce, Paris.

13 Securities

13.1 Issuance of Securities
The Supplier shall provide the securities specified below in favor of the Procuring Entity at the times and in the amount, manner, and form specified below.

13.2 Advance Payment Security

a) Unless otherwise specified in the SCC, the Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.

b) The security shall be in the form provided in the Tendering Documents or another form acceptable to the Procuring Entity. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Procuring Entity. Unless otherwise specified in the SCC, the reduction in value and expiration of the Advance Payment Security are calculated as follows:

P*a/(100-a), where “P” is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and “a” is the Advance Payment expressed as a percentage of the Contract Price under the SCC for GCC Clause12.1.

The security shall be returned to the Supplier immediately after its expiration.

13.3 Performance Security

a) The Supplier shall, within twenty-eight (28) days of the

notification of Contract award, provide security for the due performance of the Contract in the amount and currency specified in the SCC.

b) The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the Tendering Documents, or it shall be in another form acceptable to the Procuring Entity.

c) The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

d) Upon Operational Acceptance of the entire System, the security shall be reduced to the amount specified in the SCC, on the date of the Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

14 Taxes and Duties

14.1 For Goods or Services supplied from outside and inside Nigeria, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Nigeria and inside Nigeria, and these duties or taxes shall be made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier's responsibility.

14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Procuring Entity. The only exception is taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are identifiable, on the invoices and provided they apply in Nigeria, and only if these taxes, levies, and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

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

14.4 For the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days before the date of tender submission in Nigeria (also called “Tax” in this GCC Clause 14.4). If

any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with the performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

D. Intellectual Property

15 Copyright

15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.

15.2 The Procuring Entity agrees to restrict the use, copying, or duplication of the Standard Software and Standard Materials per GCC Clause16, except that additional copies of Standard Materials may be made by the Procuring Entity for use within the scope of the project of which the System is apart if the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.

15.3 The Procuring Entity's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except per the relevant license agreement or unless otherwise specified in the SCC to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity).

15.4 Unless otherwise specified in the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contractor on the creation of the rights (if later than the date of this Contract), vest in the Procuring Entity. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and anything that the Procuring Entity may consider necessary or desirable to perfect the right, title, and interest of the Procuring Entity in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of am or alright in such an item does not assert it, and the Supplier shall if requested to do so by the Procuring Entity and where permitted by applicable law, ensure that the holder of such a moral right waives it.

15.5 Unless otherwise specified in the SCC, escrow arrangements shall NOT be required.

16 Software License Agreements

16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring Entity, the Supplier hereby grants to the Procuring Entity license to access and use the Software, including all inventions, designs, and marks embodied in the Software.
Such license to access and use the Software shall:

a) be:

i. non-exclusive;

ii. fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);

iii. unless otherwise specified in the SCC valid throughout Nigeria;

iv. unless otherwise specified in the SCC subject to NO additional restrictions.

b) Permit the Software to be:

i. used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's tender), plus a backup computer(s) of the same or similar capacity, if the primary is (are) in operative, and during a reasonable transitional period when use is being transferred between primary and back up;

ii. used or copied for use on or transferred to our placement computer (s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's tender specifies a class of computer to which the license is restricted, the replacement computer (s) is (are) within that class;

iii. if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer (s) through a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

iv. reproduced for safe keeping or backup purposes;

v. customized, adapted, or combined with other computer software for use by the Procuring Entity, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to the same restrictions as a reset forth in this Contract;

vi. unless otherwise specified in the SCC, disclosed to, and reproduced for use by, support service suppliers

and their sub-contractors, (and the Procuring Entity may sub-license such persons to use and copy for using the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as a reset forth in this Contract; and

vii. unless otherwise specified in the SCC disclosed to, and reproduced for use by, NO other parties.

16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. Unless otherwise specified in the SCC, the Procuring Entity will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate the use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Procuring Entity and the Supplier, Procuring Entity will allow, under a pre-specified agreed procedure, the execution of embedded software functions under the Supplier's control, and unencumbered transmission of resulting information on software usage.

17 Confidential Information

17.1 Unless otherwise specified in the SCC, the" Receiving Party" (either the Procuring Entity or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party before or during the performance, or following termination, of this Contract.

17.2 For GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring Entity or the Procuring Entity's use of the System.

17.3 Notwithstanding GCC Clauses 17.1 and 17.2:

a) the Supplier may furnish to its Subcontractor Confidential Information of the Procuring Entity to the extent reasonably required for the Subcontractor to perform its work under the Contract; and

b) the Procuring Entity may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and

(ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and a Tenderer by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.

17.4 The Procuring Entity shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance, and further development of the System. Similarly, the Supplier shall not, without the Procuring Entity's prior written consent, use any Confidential Information received from the Procuring Entity for any purpose other than those that are required for the performance of the Contract.

17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:

a) Now or hereafter enters the public domain through no fault of the Receiving Party;

b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;

c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

17.6 The above provisions of this GCC Clause17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract before the date of the Contract in respect of the System or any part thereof.

17.7 Unless otherwise specified in the SCC, the provisions of this GCC Clause17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

18 Representatives

18.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Procuring Entity shall appoint and notify the Supplier in writing of the name of the Project Manager. The Procuring Entity may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on

the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. Unless otherwise specified in the SCC (if any), the Project Manager shall have the authority to represent the Procuring Entity on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Procuring Entity under GCC Clause4.

18.2 Supplier's Representative

18.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Procuring Entity in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Procuring Entity does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Procuring Entity obajects to the appointment within fourteen (14) days of giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection per this GCC Clause 18.2.1.

18.2.2 Unless otherwise specified in the SCC (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier under GCC Clause 4.

18.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Procuring Entity's prior written consent, which shall not be unreasonably withheld. If the Procuring Entity consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, under the procedure set out in GCC Clause 18.2.1.

18.2.4 The Supplier's Representative and staff are obliged to work closely with the Procuring Entity's Project Manager and staff, act within their authority, and a Tenderer by directives issued by the Procuring Entity that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

18.2.5 The Supplier's Representative may, subject to the approval of the Procuring Entity (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked

at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6 Any act or exercise by any person of powers, functions, and authorities so delegated to him or her per GCC Clause18.2.5shall be deemed to be an act or exercise by the Supplier's Representative.

18.3 Objections and Removals

18.3.1 The Procuring Entity may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Procuring Entity, may have behaved inappropriately, be incompetent, or be negligent. The Procuring Entity shall provide evidence of the same, whereupon the Supplier shall remove such person from work on the System.

18.3.2 If any representative or person employed by the Supplier is removed per GCC Clause18.3.1, the Supplier shall where required promptly appoint a replacement.

19 Project Plan

19.1 In close cooperation with the Procuring Entity and based on the Preliminary Project Plan included in the Supplier's tender, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/ or Technical Requirements.

19.2 Unless otherwise specified in the SCC, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring Entity. The Procuring Entity shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit it to the Procuring Entity. The Procuring Entity shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Procuring Entity shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on the Procuring Entity and the Supplier.

19.3 If required, the impact on the Implementation Schedule of modifications agreed during the finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, per GCC Clauses 39 and 40.

19.4 The Supplier shall undertake to supply, install, test, and commission the System per the Agreed Project Plan and the Contract.

19.5 Unless otherwise specified in the SCC, the Supplier shall submit to the Procuring Entity Monthly Progress Reports summarizing:

i) Results accomplished during the prior period;

ii) cumulative deviations to date from the schedule of progress milestones as specified in the Agreed Project Plan;

iii) corrective actions to be taken to return to a planned schedule of progress; proposed revisions to the planned schedule;

iv) other issues and outstanding problems; proposed actions to be taken;

v) resources that the Supplier expects to be provided by the Procuring Entity and/ or actions to be taken by the Procuring Entity in the next reporting period;

vi) other issues or potential problems the Supplier foresees that could impact project progress and/or effectiveness.

19.6 The Supplier shall submit to the Procuring Entity other (periodic) reports as specified in the SCC.

20 Design and Engineering

20.1 Technical Specifications and Drawings

20.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for the successful installation of the System in compliance with the provisions of the Contractor, which were not so specified, per good industry practice.

The Supplier shall be responsible for any discrepancies, errors, or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

20.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other documents, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Project Manager.

21.1 Codes and Standards

Wherever references are made in the Contract to codes and standards per which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days before the date of tender submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Procuring Entity and shall be treated per GCC Clause 39.3.

21.2 Approval/ Review of Controlling Technical Documents by the Project Manager

21.2.2 Unless otherwise specified in the SCC, there will be NO Controlling Technical Documents required. However, if the SCC specifies Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager approves these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

21.2.3 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval per GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.2.4 The Project Manager shall not disapprove any document except because the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.2.5 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval per GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.2.6 If any dispute occurs between the Procuring Entity and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/ or any modification (s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for

determination per GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, the performance of the Contract is to proceed. The Supplier shall proceed with the Contract per the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Procuring Entity has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Procuring Entity for any additional costs incurred because of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.2.7 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

21.2.8 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, under the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

22. Procurement, Delivery, and Transport

22.1 Subject to the related Procuring Entity's responsibilities under GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

22.2 Delivery of the Information Technologies, Materials and other Goods shall be made by the Supplier per the Technical Requirements.

22.3 Early or partial deliveries require the explicit written consent of the Procuring Entity; which consent shall not be unreasonably withheld.

22.4 Packaging and Transportation

22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring Entity's instructions

to the Supplier.

22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites per the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Inco terms.

22.4.3 Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

Unless otherwise specified in the SCC, the Supplier will provide the Procuring Entity with shipping and other documents, as specified below:

22.4.4 For Goods supplied from outside Nigeria:
Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company contracted by the Supplier to provide cargo insurance by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate, with a copy to the cargo insurance company:

a Two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;

b usual transportation documents;

c insurance certificate;

d certificate (s) of origin; and

e estimated time and point of arrival in Nigeria and at the site.

22.4.5 For Goods supplied locally (i.e., from within Nigeria):

Upon shipment, the Supplier shall notify the Procuring Entity by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate:

a Two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;

b Delivery note, railway receipt, or truck receipt;

c certificate of insurance;

d certificate (s) of origin; and

e estimated time of arrival at the site.

22.4.6 Customs Clearance

a) The Procuring Entity will bear responsibility for, and cost of, customs clearance into Nigeria per the particular Incoterm(s) used for Goods supplied from outside Nigeria in the Price Schedules referred to by Article2 of the Contract Agreement.

b) At the request of the Procuring Entity, the Supplier will make

available a representative or agent during the process of customs clearance in Nigeria for goods supplied from outside Nigeria. In the event of delays in customs clearance that are not the fault of the Supplier:

i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, under GCC Clause40;

ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

23. Product Upgrades

23.1 At any point during the performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its tender and still to be delivered, the Supplier shall be obligated to offer to the Procuring Entity the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, under GCC Clause39 (Changes to the System).

23.2 At any point during the performance of the Contract, for Information Technologies still, to be delivered, the Supplier will also pass on to the Procuring Entity any cost reductions and additional and/ or improved support and facilities that it offers to other clients of the Supplier in Nigeria, under GCC Clause39 (Changes to the System).

23.3 During the performance of the Contract, the Supplier shall offer to the Procuring Entity all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Nigeria, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for this Software exceed those quoted by the Supplier in the Recurrent Costs tables in its tender.

23.4 Unless otherwise specified in the SCC, during the Warranty Period, the Supplier will provide at no additional cost to the Procuring Entity all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Nigeria, and no later than twelve (12) months after they are released in the country of origin of the Software.

23.5 The Procuring Entity shall introduce all new versions, releases, or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely

affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow the introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty-four (24) months after the Procuring Entity receives a production-ready copy of a subsequent version, release, or update. The Procuring Entity shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

21 Implementation, Installation, and Other Services

21.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan per the highest standards of professional competence and integrity.

21.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Tender) and shall not exceed the prevailing rates charged by the Supplier to other Procuring Entity's in Nigeria for similar services.

22 Inspections and Tests

22.1 The Procuring Entity or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/ or conformity to the Contract at the point of delivery and/ or at the Project Site.

22.2 The Procuring Entity or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Procuring Entity shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.

22.3 Should the inspected or tested components fail to conform to the Contract, the Procuring Entity may reject the component (s), and the Supplier shall either replace the rejected component(s) or make alterations as necessary so that it meets the Contract requirements free of cost to the Procuring Entity.

22.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/ or test shall be added to the Contract Price.

Further, if such inspection and/ or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, a due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.

22.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/ or about any component to be incorporated into the System that cannot be settled amicably between the parties within a reasonable period, either party may invoke the process under GCC Clause 43 (Settlement of Disputes), starting with a referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

23 Installation of the System

23.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing per the Technical Requirements, the SCC, and the Agreed Project Plan, the Supplier shall so notify the Procuring Entity in writing.

23.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the Tendering Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified under the SCC for GCC Clause27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/ or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Procuring Entity in writing, per GCC Clause 26.1. The procedure set out in this GCC Clause shall be repeated, as necessary until an Installation Certificate is issued.

23.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the Procuring Entity puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring Entity put the System into production operation, as the case may be.

24 Commissioning and Operational Acceptance

24.1 Commissioning

27.1.1 Commissioning of the System (or Subsystem if specified under the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

a) immediately after the Installation Certificate is issued by the Project Manager, under GCC Clause 26.2; or

b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or

c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2 The Procuring Entity shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations concerning Commissioning. Production use of the System or Subsystem(s) shall not commence before the start of formal Operational Acceptance Testing.

27.2 Operational Acceptance Tests

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring Entity (per GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during the Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's tender, including, but not restricted to, the functional and technical performance requirements. Unless otherwise specified in the SCC, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/ or the Agreed Project Plan. At the Procuring Entity's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2 If for reasons attributable to the Procuring Entity, the Operational Acceptance Test of the System (or Subsystem[s] or major components, under the SCC for GCC Clause 27.2.1) cannot be completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Procuring Entity and the Supplier, the Supplier shall be deemed to have fulfilled its obligations concerning the technical and functional aspects of the Technical Specifications, SCC and/ or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3 Operational Acceptance

27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

a the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been completed; or

b the Operational Acceptance Tests have not been completed or have not been carried out for reasons that are attributable to the Procuring Entity within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above, or

c the Procuring Entity has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring Entity and document such use.

27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

27.3.3 After consultation with the Procuring Entity, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

a Issue an Operational Acceptance Certificate; or

b Notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or

c Issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring Entity, and the Procuring Entity, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring Entity of its request for Operational Acceptance Certification, per GCC Clause 27.3.3. The Procuring Entity shall then issue to the Supplier the Operational Acceptance Certification per GCC Clause 27.3.3 (a) or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) per GCC Clause 27.2, neither:

a The Procuring Entity may consider terminating the Contract,

under GCC Clause 41.2.2; or

b If the failure to achieve Operational Acceptance within the specific period is a result of the failure of the Procuring Entity to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations concerning the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

27.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.

27.4 Partial Acceptance

27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem (s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate (s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems under GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Procuring Entity or Supplier.

F. Guarantees and Liabilities

25 Operational Acceptance Time Guarantee

25.1 The Supplier guarantees that it shall complete the supply, Installation,

Commissioning, and achieve Operational Acceptance of the System (or Subsystems, under the SCC for GCC Clause 27.2.1) within the periods specified in the Implementation Schedule and/or the Agreed Project Plan under GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

25.2 Unless otherwise specified in the SCC, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems under the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Procuring Entity liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Procuring Entity may consider termination of the Contract, under GCC Clause 41.2.2.

25.3 Unless otherwise specified in the SCC, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Procuring Entity may have under the Contract for other delays.

25.4 If liquidated damages are claimed by the Procuring Entity for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Procuring Entity concerning the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

26 Defect Liability

26.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. Unless otherwise specified in the

SCC, there will be NO exceptions and/or limitations to this warranty concerning Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

26.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and in corporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.

26.3 Unless otherwise specified in the SCC, the Supplier warrants that :(i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.

26.4 Unless otherwise specified in the SCC, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.

26.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Procuring Entity regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by the such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

26.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:

a) Improper operation or maintenance of the System by the Procuring Entity;

b) Normal wear and tear;

c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or

d) modifications made to the System by the Procuring Entity, or a third party, not approved by the Supplier.

26.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:

a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or

b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Procuring Entity or any matters for which the Supplier has disclaimed responsibility, per GCC Clause 21.1.2.

26.8 The Procuring Entity shall give the Supplier a notice promptly following the discovery of the such defect, stating the nature of any such defect together with all available evidence. The Procuring Entity shall afford all reasonable opportunities for the Supplier to inspect any such defect. The Procuring Entity shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

26.9 The Supplier may, with the consent of the Procuring Entity, remove from the site any Information Technologies and other defective Goods, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Procuring Entity may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.

If the such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Procuring Entity and the Supplier.

26.10 Unless otherwise specified in the SCC, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by a such defect within two weeks the Procuring Entity may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Procuring Entity in connection with such work shall be paid to the Procuring Entity by the Supplier or may be deducted by the Procuring Entity from any monies due the Supplier or claimed under the Performance Security.

26.11 If the System or Subsystem cannot be used because of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Procuring Entity because of such defect and/or making good of such defect.

26.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Procuring Entity may choose to retain physical possession of any replaced defective information storage devices.

26.13 At the request of the Procuring Entity and without prejudice to any other rights and remedies that the Procuring Entity may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Procuring Entity to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Procuring Entity of the benefit of any warranties given by such producers or licensors to the Supplier.

27 Functional Guarantees

27.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Procuring Entity's requirements outlined in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs show technical conformance of the System to the Contract requirements will be determined.

27.2 If for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Procuring Entity upon completion of the necessary changes, modifications, and/or additions and shall request the Procuring Entity to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.

27.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Procuring Entity may consider termination of the Contract, under GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security per GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

28 Intellectual Property Rights Warranty

28.1 The Supplier hereby represents and warrants that:

a) The System is supplied, installed, tested, and accepted;

b) Use of the System per the Contract; and

c) Copying of the Software and Materials provided to the Procuring Entity per the Contract does not and will not infringe any Intellectual Property Rights held by any third party and it has all necessary rights or at its sole expense shall have secured in writing all transfer so frights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Procuring Entity to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for the development of the System.

29 Intellectual Property Rights Indemnity

29.1 The Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring Entity or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights because of:

a) Installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;

b) copying of the Software and Materials provided by the Supplier per the Agreement; and

c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs rise as a result of the Procuring Entity's breach of GCC Clause 32.2.

29.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

29.3 Such indemnities shall also not apply if any claim of infringement:

a) Is asserted by an apparent, subsidiary, or affiliate of the Procuring Entity's organization;

b) Is a direct result of a design mandated by the Procuring Entity's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Tender; or

c) Results from the alteration of the System, including the

Materials, by the Procuring Entity or any persons other than the Supplier or a person authorized by the Supplier.

29.4 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Clause 32.1, the Procuring Entity shall promptly give the Supplier notice of such proceedings or claims, 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.

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. Unless the Supplier has so failed to notify the Procuring Entity within twenty-eight (28) days, the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. 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 all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or

Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Procuring Entity or any persons (other than the Supplier) contracted by the Procuring Entity, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

29.6 Such indemnity shall not cover

a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Procuring Entity or any other person contracted by the Procuring Entity, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or

other documents or materials in its own right.

29.7 Such indemnities shall also not apply:

a) If any claim of infringement is asserted by an apparent, subsidiary, or affiliate of the Supplier's organization;

b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Procuring Entity or any persons contracted by the Procuring Entity.

29.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its behalf. Unless the Procuring Entity has so failed to notify the Supplier within twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claim and shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.

30 Limitation of Liability

30.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

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 any obligation of the Supplier to indemnify the Procuring Entity concerning intellectual property rights infringement.

G. Risk Distribution

31 Transfer of Ownership

31.1 Except for Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring Entity at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

31.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.

31.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

32 Care of the System

32.1 The Procuring Entity shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Procuring Entity shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, under GCC Clause 27 (Commissioning and Operational Acceptance), except such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.

32.2 If any loss or damage occurs to the System or any part of the System because of:

a) (in so far as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, in so far as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;

b) Any use not per the Contract, by the Procuring Entity or any third party;

c) Any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Procuring Entity, or any such matter for which the Supplier has disclaimed responsibility per GCC Clause 21.1.2, the Procuring Entity shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Procuring Entity requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Procuring Entity per GCC Clause 39. If the Procuring Entity does not request the Supplier in writing to make good any loss or

damage to the System thereby occasioned, the Procuring Entity shall either request a change per GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Procuring Entity shall terminate the Contract under GCC Clause 41.1.

32.3 The Procuring Entity shall be liable for any loss of or damage to any Supplier's Equipment which the Procuring Entity has authorized to locate within the Procuring Entity's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

33 Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

33.1 The Supplier and each Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in Nigeria.

33.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Procuring Entity or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and because of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Procuring Entity, its contractors, employees, officers, or agents.

33.3 If any proceedings are brought or any claim is made against the Procuring Entity that might subject the Supplier to liability under GCC Clause 36.2, the Procuring Entity shall promptly give the Supplier notice of such proceedings or claims, 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. 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. Unless the Supplier has so failed to notify the Procuring Entity within the twenty-eight (28) day period, the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. 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.

33.4 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Procuring Entity, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, more than the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

33.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Procuring Entity to liability under GCC Clause 36.4, the Supplier shall promptly give the Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its behalf. Unless the Procuring Entity has so failed to notify the Supplier within twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claim and shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.

33.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

34 Insurances

34.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Procuring Entity, which should not unreasonably hold such approval.

a) Cargo Insurance During Transport

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

b) Installation of "All Risks" Insurance

as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring before Operational Acceptance of the System.

c) Third-Party Liability Insurance

On terms as specified in the SCC, covering bodily injury or death suffered by third parties (including the Procuring Entity's personnel) and loss of or damage to property (including the Procuring Entity's property and any Subsystems that have been accepted by the Procuring Entity) occurring in connection with the supply and installation of the Information System.

d) Automobile Liability Insurance

Per the statutory requirements prevailing in Nigeria, covering the use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

e) Other Insurance (if any), as specified in the SCC.

34.2 The Procuring Entity shall be named as co-insured under all insurance policies taken out by the Supplier under GCC Clause 37.1, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier under GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

34.3 The Supplier shall deliver to the Procuring Entity certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

34.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.

34.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Procuring Entity may takeout and maintain in effect any such insurance and may from time to time deduct from any amount due to the Supplier under the Contract any

premium that the Procuring Entity shall have paid to the insurer or may otherwise recover the such amount as a debt due from the Supplier.

34.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it under this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Procuring Entity shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. Concerning insurance claims in which the Procuring Entity's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Procuring Entity. Concerning insurance claims in which the Supplier's interest is involved, the Procuring Entity shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

35 Force Majeure

35.1 "Force Majeure" shall mean any event beyond the reasonable control of the Procuring Entity or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

a) war, hostilities, or war-like operations (whether a state of war be declared or not), invasion, an act of a foreign enemy, and civil war;

b) rebellion, revolution, insurrection, mutiny, usurpation of the civil or military government, conspiracy, riot, civil commotion, and terrorist acts;

c) confiscation, nationalization, mobilization, commandeering, or requisition by or under the order of any government or dejure or defacto authority or ruler, or any other act or failure to act of any local state or national government authority;

d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disasters;

f) failure, by the Supplier, to obtain the necessary export/import permit (s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export/import permit(s), including the exercise of due

diligence in determining the eligibility of the System and all of its components for receipt of the necessary export/import permits.

35.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

35.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended per GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

35.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.

35.5 No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

a) Constitute a default or breach of the Contract;

b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

35.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving notice to the other.

35.7 In the event of termination under GCC Clause 38.6, the rights and obligations of the Procuring Entity and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.

35.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Procuring Entity to make payments due for milestones achieved to the Supplier under this Contract.

H. Change in Contract Elements

36 Changes to the System

36.1 Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Procuring Entity shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called "Change"), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

39.1.2 A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services per GCC Clause 23 (Product Upgrades).

39.1.3 The Supplier may from time to time during its performance of the Contract propose to the Procuring Entity (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Procuring Entity may at its discretion approve or reject any Change proposed by the Supplier.

39.1.4 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.5 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the Tendering Documents.

39.1.6 Moreover, the Procuring Entity and Supplier will agree, during the development of the Project Plan, to a date before the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be "frozen." Any Change initiated after this time will be dealt with after Operational Acceptance.

39.2 Changes Originating from Procuring Entity

39.2.4 If the Procuring Entity proposes a Change under GCC Clauses 39.1.1, it shall send to the Supplier a "Request for Change Proposal," requiring the Supplier to prepare and furnish to the Project Manager

as soon as reasonably practicable a "Change Proposal," which shall include the following:

a Brief description of the Change;

b Impact on the Time for Achieving Operational Acceptance;

c The detailed estimated cost of the Change;

d Effect on Functional Guarantees (if any);

e Effect on any other provisions of the Contract.

39.2.5 Before preparing and submitting the "Change Proposal," the Supplier shall submit to the Project Manager a "Change Estimate Proposal," which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier's Change Estimate Proposal, the Procuring Entity shall do one of the following:

a accept the Supplier's estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;

b advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and requests the Supplier to review its estimate;

c advise the Supplier that the Procuring Entity does not intend to proceed with the Change.

39.2.6 Upon receipt of the Procuring Entity's instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with the proper expedition, proceed with the preparation of the Change Proposal, per GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Procuring Entity and Supplier have not reached an agreement per GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.7 The pricing of any Change shall, as far as practicable, be calculated per the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are equitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.8 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give written notice of objection to this Request for Change Proposal before furnishing the Change Proposal. If the Procuring Entity accepts the Supplier's objection, the

Procuring Entity shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders nor affect its right to take into account when making the such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.9 Upon receipt of the Change Proposal, the Procuring Entity and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Procuring Entity shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Procuring Entity is unable to decide within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Procuring Entity decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted per GCC Clause 39.2.2.

39.2.10 If the Procuring Entity and the Supplier cannot reach an agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

39.3 Changes Originating from Supplier

If the Supplier proposes a Change under GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Procuring Entity choose not to proceed or the Procuring Entity and the Supplier cannot agree on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Procuring Entity and the Supplier to the contrary.

39.4 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.

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, safety, or sustainability of the systems; or

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

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.

37 Extension of Time for Achieving Operational Acceptance

37.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract because of any of the following:

a) Any Change in the System as provided in GCC Clause39 (Change in the Information System);

b) Any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);

c) Default of the Procuring Entity; or

d) Any other matter specifically mentioned in the Contract; by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the

Supplier.

37.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Procuring Entity and the Supplier shall agree upon the period of such extension. If the Supplier does not accept the Procuring Entity's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes under GCC Clause 43.

37.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

38 Termination

38.1 Termination for Procuring Entity's Convenience

41.1.1 The Procuring Entity may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.

41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

a) cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

b) terminate all subcontracts, except those to be assigned to the Procuring Entity under GCC Clause (d) (ii) below;

c) Remove all Supplier's Equipment from the site, repatriate the Supplier's and its Sub contractors' personnel from the site, and remove from the site any wreckage, rubbish, and debris of any kind;

d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall

i) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

ii) to the extent legally possible, assign to the Procuring Entity all right, titles, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

iii) deliver to the Procuring Entity all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Procuring Entity shall pay to the Supplier the following amounts:

a) The Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;

b) The costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and the repatriation of the Supplier's and its Subcontractors 'personnel;

c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;

d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition under GCC Clause 41.1.2(a); and

e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

41.2 Termination for Supplier's Default

41.2.1 The Procuring Entity, without prejudice to any other rights or remedies it may possess, may terminate the Contract forth within the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause41.2:

a) If the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or an order is made for its winding up (other than a voluntary liquidation for amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;

b) If the Supplier assigns or transfers the Contractor any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or

c) If the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of the Appendix to the GCC, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware,

software, or materials provided under this Contract.

41.2.2 If the Supplier:

a) Has abandoned or repudiated the Contract;

b) Has without valid reason failed to commence work on the System promptly;

c) Persistently fails to execute the Contract per the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

d) Refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Procuring Entity that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended; then the Procuring Entity may, without prejudice to any other rights it may possess under the Contract, give notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Procuring Entity may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

a) cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;

b) terminate all subcontracts, except those to be assigned to the Procuring Entity under GCC Clause (d) below;

c) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

d) to the extent legally possible, assign to the Procuring Entity all right, titles, and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

e) deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4 The Procuring Entity may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at a such earlier date as the Procuring Entity thinks appropriate, the Procuring Entity shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier per such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition under GCC Clause 41.2.3 (a). Any sums due to the Procuring Entity from the Supplier accruing before the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6 If the Procuring Entity completes the System, the cost of completing the System by the Procuring Entity shall be determined. If the sum that the Supplier is entitled to be paid, under GCC Clause 41.2.5, plus the reasonable costs incurred by the Procuring Entity in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause41.2.5, the Supplier shall pay the balance to the Procuring Entity, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Procuring Entity shall pay the balance to the Supplier. The Procuring Entity and the Supplier shall agree, in writing, on the computation described above and how any sums shall be paid.

41.3 Termination by Supplier

41.3.1 If:

a) the Procuring Entity has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause under the SCC, or commits a substantial breach of the Contract, the Supplier may give notice to the Procuring Entity that requires payment of the such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Procuring Entity to remedy the same, as the case may be. If the Procuring Entity fails to pay such sum together with such interest, fails to approve the such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or

b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity, including but not limited to the Procuring Entity's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System; then the Supplier may give notice to the Procuring Entity of such events, and if the Procuring Entity has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Procuring Entity referring to this GCC Clause 41.3.1, forthwith terminate the Contract.

41.3.2 The Supplier may terminate the Contract immediately by giving notice to the Procuring Entity to that effect, referring to this GCC Clause 41.3.2, if the Procuring Entity becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Procuring Entity takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

a) Cease all further work, except for such work as may be necessary for protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

b) Terminate all subcontracts, except those to be assigned to the Procuring Entity under Clause 41.3.3(d) (ii);

c) remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.

d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:

i) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

ii) to the extent legally possible, assign to the Procuring Entity all right, titles, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

iii) to the extent legally possible, deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its

Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1or 41.3.2, the Procuring Entity shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for the loss of profit, or damage sustained by the Supplier arising out of, in connection with, or consequence of such termination.

41.3.5 Termination by the Supplier under this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression "portion of the System executed" shall include all work executed, Services provided, and all Information Technologies or other Goods acquired (or subject to a legally binding Obligation to purchase) by the Supplier and used or intended to be used for the System, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any monies due from the Procuring Entity to the Supplier, an account shall be taken of any sum previously paid by the Procuring Entity to the Supplier under the Contract, including any advance payment paid under the SCC.

42 Assignment

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

I. Settlement of Disputes

43 Settlement of Disputes

38.2 Adjudication

43.1.1 If any dispute of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix2 includes and names an

Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration under GCC Clause43.2.1.

43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Procuring Entity or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Procuring Entity and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.

43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Procuring Entity and the Supplier.

43.1.4 Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not fulfilling his or her functions per the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority specified in the SCC, or, if no Appointing Authority is specified in SCC, the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

43.2 Arbitration

43.2.1 If

a) the Procuring Entity or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding under GCC Clause 43.1.2, or

b) the Adjudicator fails to give a decision within the allotted time from the referral of the dispute under GCC Clause 43.1.2, and the Procuring Entity or the Supplier acts within the following fourteen (14) days, or

c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation under GCC Clause 43.1.1 expires without resolution of the dispute and the Procuring Entity or the Supplier acts within the following fourteen (14) days, then either the Procuring Entity or the Supplier may act

to give notice to the other party, with a copy for information to the Adjudicator in case an Adjudicator had been involved, of its intention to commence an arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, per GCC Clause 43.2.1, shall be finally settled by arbitration. The arbitration may be commenced before or after the Installation of the Information System.

43.2.3 Arbitration proceedings shall be conducted per the rules of procedure specified in 43.2.4.

43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,

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

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

43.2.4 The rules of procedure for arbitration proceedings under GCC Clause 43.2 shall be as follows:

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.

b) The Venue of Arbitration shall be Insert City, Nigeria.

44.1 Arbitration proceedings shall be conducted as follows:

44.1.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled per Clause 43.2.1 (b) or (c) shall be finally settled by arbitration.

44.1.2 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 for settlement by an Adjudicator or by mutual consultation of parties without the assistance of third parties.

44.1.3 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.

44.1. 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.

44.1. 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.

44.1.6 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.

44.2 Arbitration Proceedings

44.2.1 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

44.2. 2 Either party may elect for an Arbitration panel instead of a single arbitrator, in which case each party shall within 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.

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

44.3 Failure to Comply with Arbitrator's Decision

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

44.3.2 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.

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.

1. Definitions (GCC Clause 1)

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Regulation is dated: *[insert: **the date(s) of the edition specified in the Loan Agreement governing the Project** or, if the loan/credit has not been approved, insert: **the date of latest edition**]*.
GCC 1.1 (b) (i)	The Procuring Entity is: *[insert: **complete legal name of the Purchaser**]*.
GCC 1.1 (b) (ii)	The Project Manager is: *[insert: **name and/or the official title of Project Manager**]*. GCC
GCC 1.1 (e) (i)	Nigeria is Nigeria.
GCC 1.1 (e) (x)	**There are no Special Conditions associated with GCC 1.1 (e) (x).** *[Note: **The GCC default specifies the Contract Period as when all the Supplier's obligations are completed. If there is a reason to set a hard-and-fast calendar date for the Contract Period to end, then specify here]***
GCC 1.1 (e) (xiii)	The Post-Warranty Services Period is ***[insert: number of months]*** starting with the completion of the Warranty Period.

2. Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: *[as appropriate, insert: **personal delivery, postal, facsimile, email, and/or EDI addresses.**]* Fallback address of the Purchaser: *[as appropriate, insert: **personal delivery, postal, facsimile, email, and/or EDI addresses.**]* ***[Note:** If the Purchaser wishes to use Electronic Data Interchange (EDI) to communicate with the Supplier, it should specify the standards and protocols (for example ANSI X12 or ISO EDIFACT). The details may then be revised at Contract finalization. If so, add the following text.]* For Electronic Data Interchange (EDI) the Purchaser and Supplier will use the following standards, protocols, addresses, and procedures:

	[insert: ***standards, protocols, addresses;*** *also describe:* ***any relevant procedures*** *]*

3. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Bid: *[specify:* ***the recurrent cost items/services that are included in the Contract; also provide a cross-reference to the place in the Technical Requirements where each item/service is specified in detail.****]* ***[Note****: The requirements in terms of recurrent cost items should be defined here, reflected in the Recurrent Cost Table for the Warranty period, and elaborated in the Technical Requirements. See also notes to SCC Clause 29.4 regarding services that are not typically included in commercial warranties.* *If the Procuring Entity expects that wear and tear on System components will necessitate routine replacement of such components, and if Purchaser technical staff will perform these repair and replacement tasks, the Purchaser may wish to consider adding the following clause to the SCC that obligates the Supplier to stock and/or provide certain spare parts.]* The Supplier agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for *[insert:* ***number of years*** *]* years beginning with Operational Acceptance. Moreover, the price of such spare parts shall be those specified in the spare parts price schedule submitted by the Suppler as part of its Bid. These prices shall include the purchase price for such spare parts and other costs and expenses (including the Supplier's fees) relating to the supply of spare parts. *[list* ***the spare parts needs,*** *or reference* ***the line items in the Spare Parts Price Schedule in the Supplier's Bid****, if the Supplier is the source of the identity of the spares, i.e., reflecting its understanding of its technologies.]* **[*****Note:*** *The need to ensure the availability of spare parts sources, above and beyond those the Supplier would routinely and implicitly need to perform under its defect liability and/or maintenance responsibilities, generally is not a major issue for the Information Technologies available in the market today. A System is likely to become obsolete long before it begins to*

	develop physical defects.]

4. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: *[insert: **the number of days**]* days from the Effective Date of the Contract.

5. Supplier's Responsibilities (GCC Clause 9)

GCC 9.9	[Delete if not applicable] Insert any sustainable procurement contractual provisions, if applicable. Refer to the BPP Procurement Regulations for IPF Borrowers and the sustainable procurement guidance notes/toolkit The following sustainable procurement contractual provisions apply:

6. Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows: *[state: **"not applicable"** or specify: **the items, adjustment formula or formulas, and the relevant price indices**].* **[*Note:*** *Price adjustment is not generally associated with Information System procurements. A price adjustment may be appropriate when: (i) the performance of the Contract is expected to last more than eighteen months; (ii) the cost of an important input, such as labor, is subject to inflation (or deflation); and (iii) meaningful price indices are readily available and well accepted. Thus, for example, if the Contract provides a substantial number of recurrent cost items following Operational Acceptance, would the inclusion of an SCC to permit adjustment be appropriate? In such cases, the adjustment should be limited to those items only and use appropriate indices that accurately mirror the relevant price trends.]*

7. Terms of Payment (GCC Clause 12)

GCC 12.1	Subject to the provisions of GCC Clause 12 (Terms of Payment), the Procuring Entity shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of

	goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement. (a) Advance Payment ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2. ***[Note:*** *The advance payment may be higher than 10% in cases where the Supplier's mobilization costs (i.e., costs between Contract effectiveness and the first scheduled Contract payment) are likely to be much larger than the advance payment, resulting in substantial negative cash flow for the Supplier. This happens primarily in projects where the Supplier must acquire expensive highly-specialized equipment to customize and configure a solution system before the first scheduled payment milestone. In these cases, the entire schedule of payments below obviously needs to be adjusted accordingly.]* (b) Information Technologies, Materials, and other Goods, except for Custom Software and Custom Materials: sixty percent (60%) of the total or pro-rata Contract Price for this category against Delivery ten percent (10%) of the same price against the Installation ten percent (10%) of the same price against Operational Acceptance. (c) Custom Software and Custom Materials: sixty percent (60%) of the total or pro-rata Contract Price for this category against the Installation twenty percent (20%) of the same price against Operational Acceptance. ***[Note:*** *Large custom software development or system integration contracts (e.g., those taking longer than six months from Contract Effectiveness to Operational Acceptance of the Application Software subsystem) are usually paid in increments*

	against the Purchaser's acceptance of major intermediate deliverables defined in the implementation schedule as key milestones (e.g. a sequence of major system design documents, such as software requirements specifications, software design document, development of a prototype for a major subsystem, delivery of a pilot implementation of the software for a subsystem or the entire system, etc). In those cases, the above payment terms should be modified accordingly and refer to the milestones in the Implementation Schedule. The payment terms should allow the Supplier an adequate cash flow vis-à-vis the steps need to achieve an operational Information System.] (d) Services other than Training: eighty percent (80%) of the pro-rata Contract Price for services performed will be paid monthly in arrears, on submission and Procuring Entity's approval of invoices: ***[Note:*** *Some Contracts may involve considerable "Services other than Training" (and services other than software customization). For instance, there could be the digitization of maps using the procured Geographical Information System (GIS), the scanning, indexing, and conversion of paper documents, or the conversion or migration of existing electronic data sets. In these cases, payment may be keyed to acceptance of intermediate deliverables or completion of service delivery phases defined in the project implementation schedule, rather than merely to the passage of time, as illustrated. In designing this type of payment terms, the Purchaser should balance and ensure consistency between its interest to pay only against value received, the supplier's need for a reasonable cash flow, the design of the project implementation schedule, the specification of service milestones and even the process for acceptance testing of intermediate deliverables (when milestones completion would be subject to such testing).]* (e) Training thirty percent (30%) of the total Contract Price for training services at the start of the full training program fifty percent (50%) of the pro-rata Contract Price for training services performed will be paid monthly in arrears, on submission and approval of appropriate invoices. (f) Complete System Integration ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, as final payment against Operational

	Acceptance of the System as an integrated whole. (g) Recurrent Costs one hundred percent (100%) of the price of the services delivered will be paid quarterly in arrears, on submission and Purchaser's approval of invoices. ***[Note:*** *If a separate Operational Acceptance for the System as an integrated whole is not required, increase by 10% points the final payment percentages of all other goods and services above.]*
GCC 12.3	The Procuring Entity shall pay to the Supplier interest on the delayed payments at a rate of: *[insert: **number (X)** followed by **"percent"** or **"%"]* per annum.
GCC 12.4	The Supplier will invoice the Procuring Entity in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and *[insert: **name of local currency**]* for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in *[insert: **source of exchange rate**]*.

8. Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in *[insert **currency**]* for an amount equal to *[insert: **number**]* percent of the Contract Price, excluding any Recurrent Costs. *[Note: The general rule is that the Performance Security is denominated in the currency or currencies of the contract or a freely convertible currency acceptable to the Procuring Entity. It should be set as no more than ten (10) percent of the Contract Price, including Recurrent Costs during the Warranty Period. Provision of the Performance Security increases the transaction costs incurred by the successful Tenderer, which it can recover only by increasing its price. Therefore, for a simple system, Performance Security in an amount of only six (6) percent of the Contract Price would provide adequate protection while for a moderately complex system, eight (8) percent should be sufficient.]*

GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to *[insert: **number**]* percent of the Contract Price, excluding any Recurrent Costs. *[Note: An appropriate amount for the Performance Security for a (three-year) Warranty Period would be between one (1) and two and a half (2.5) percent of the Contract Price including Recurrent Costs for the Warranty period.]*

9. Copyright (GCC Clause 15)

GCC 15.3	***There are no Special Conditions of the Contract applicable to GCC Clause 15.3*** *[Note: If the Procuring Entity is a corporate or commercial entity, it may choose to specify the conditions under which contractual rights would be conveyed to any Purchaser of the concern or any successor entities following a group reorganization or bankruptcy, or other insolvency procedures. Procuring Entities with other organizational structures may need to add other similar provisions.]*
GCC 15.4	***There are no Special Conditions of Contract applicable to GCC Clause 15.4[Note:*** *There is a broad spectrum of strategies that the Purchaser can adopt regarding Intellectual Property Rights in Custom Software (and in Custom Materials). One extreme case is that the Procuring Entity retains all Intellectual Property Rights and tightly restricts what the Supplier can do with the Custom Software and information related to it. This approach may be appropriate when the Purchaser has highly sensitive procedures embedded in the Custom Software (e.g., a central bank's settlement system) or commercial competitive concerns regarding wider use of the Software, designs, or information, or where the Purchaser considers that it is contributing valuable know-how to the development of the Custom Software and wishes to share in future profits with the Supplier that derives from the exploitation of that know-how. The other extreme case is where the Procuring Entity retains no Intellectual Property Rights in the Custom Software and only licenses its use from the Supplier. This approach is most appropriate when the Supplier wants to take advantage of the potential cost reduction by allowing the Supplier to commercialize the Custom Software (rather than sharing in future profits) and where the Purchaser has no proprietary or commercial concerns regarding its reuse.* *A wide variety of intermediate arrangements can be appropriate, depending on the circumstances. These would entail variations of what the Purchaser is entitled to do with the software, designs,*

	and related information (and under what conditions). These rights and obligations include the following: (i) duplicating and using the software on different equipment, such as back-ups, additional computers, replacements, upgraded units, etc.; (ii) transferring the license or sublicensing the software for other entities to use, modify, develop, commercialize, etc.; (iii) sharing proprietary information regarding the Custom Software with various parties. The Procuring Entity's obligations and rights (and the conditions under which those rights and obligations apply) can vary substantially also. These include: (i) what the Purchaser must and can do with the CASE files, Source Code, and executable code of the Custom Software; (ii) sharing, reselling, and otherwise providing access to the software, designs, and related information; and (iii) auditing for license compliance. *The Supplier's rights concerning the Custom Software may:* • *Be limited to use to support the Procuring Entity; or* • *Extend to commercial exploitation by re-licensing to third-party customers.* *If the Supplier's rights extend to commercial exploitation, they may be limited as follows:* • *There may be an interim period, designed to protect the Procuring entity's competitive edge, during which the Supplier is not permitted to exploit commercially; and/or* • *The Supplier may be prohibited from licensing the Custom Software to certain categories of the customer (for example, direct competitors of the Purchaser) or in certain territories (for example, Nigeria), either for a limited period or indefinitely; and/or* • *The Supplier may be required to pay royalties to the Procuring Entity when it licenses third parties to use the Custom Software.* *The first two of these categories of limitation are intended to protect the Procuring Entity's competitive edge. The third is intended to allow the Procuring entity to share in future profits made by the Supplier through the exploitation of the Custom Software. Royalty arrangements will have to be backed up by obligations to report to the Procuring Entity regarding future sales of products to which royalties apply and audit rights so that the Procuring entity can check that the Supplier's reports are accurate. If royalty arrangements are put in place, the value of the Custom Software to the Supplier is reduced, so the*

	Procuring Entity may not benefit from an up-front cost saving. *The Procuring Entity's rights concerning the Custom Software may also be restricted to "user" rights or extended to commercial exploitation. If the Purchaser is to be treated as a mere user of the Custom Software, it might accept restrictions on use similar to those imposed concerning the Standard Software (indeed, the default position in the GCC is that the Custom Software will be licensed to the Procuring Entity on the same terms as the Standard Software if the Intellectual Property Rights in the Custom Software does not vest in the Procuring Entity). It may, however, also expect to have access to, and a right to use, CASE files and Source Code to the Custom Software (whereas, at best, Source Code to the Standard Software is likely to be deposited in escrow).* *If the Procuring Entity is to be permitted to exploit the Custom Software commercially, its exploitation rights may be limited in similar ways to how the Procuring Entity's usage rights to the Custom Software may be limited.* *It may be appropriate to apply different arrangements to various elements of the Custom Software, according to their commercial sensitivity and potential for exploitation and the degree of competitive advantage that they afford to the Purchaser.* *The various possible arrangements can be achieved by a variety of contractual mechanisms. Ownership of Intellectual Property Rights in the Custom Software may vest the Supplier or the Procuring Entity, with the owner of those rights granting an appropriate license to the other party. This license may be subject to various degrees of exclusivity, depending on the desired commercial outcome (for example, the Supplier may own the Intellectual Property Rights in the Custom Software by granting to the Purchaser an exclusive license, concerning exploitation in Nigeria, for two years).* *If an exclusive license is to be granted, competition law issues will need to be considered in some jurisdictions.* *Each is sufficiently different to render virtually all sample text inappropriate in numerous cases. Accordingly, the Procuring entity Purchasing Custom Software will, in most instances, require the services of an appropriately skilled lawyer to draft SCC for the rights and obligations regarding Custom Software (more particularly, the variety of rights and obligations that potentially apply to different items of Custom Software).]*
GCC 15.5	***There are no Special Conditions of the Contract applicable to GCC***

	Clause 15.5 ***[Note:*** *Special software escrow arrangements are generally needed concerning Contracts for the supply of Software, particularly Application Software, where there is concern about the ability of the Supplier to provide ongoing support throughout the life of the System. The protection provided by an escrow arrangement, however, should be weighed against the costs of administering it. The actual language of the escrow contract will vary depending on the laws of the country in which the escrow deposit is to be made (which may be Nigeria or another country with a suitable legal regime) and the escrow agent selected (escrow agents generally have their standard form contracts). Provisions may cover:* *(i) the Supplier's obligations to deliver the Source Code to the escrow agent and make replacement deposits to ensure that the Source Code is up to date;* *(ii) the Supplier's warranties that the Source Code is at all times capable of being used to generate the latest version of the executable code to the relevant Software in use by the Purchaser and suitable to enable the Purchaser to support and develop the Software;* *(iii) the escrow agent's obligations to keep the Source Code secure and confidential;* *(iv) the escrow agent's obligations concerning verification of the Source Code (to ensure that it is Source Code and that it is capable of generating the executable code);* *(v) the obligations of the Supplier and the Procuring Entity concerning payment of the escrow agent's fee;* *(vi) the escrow agent's right and obligation to release the Source Code to the Procuring Entity in certain specified "release events" (e.g., bankruptcy or insolvency of the Supplier or the Supplier's failure to make deposits or to support the Software);* *(vii) limitations and exclusions of the escrow agent's liability;* *(viii) the circumstances in which the escrow arrangement will terminate, and what will happen to the deposited Source Code on termination; and* *(ix) confidentiality undertakings to be given by the Procuring Entity on the release of the Source Code.]*

10. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)*** ***[Note:*** *In the interest of soliciting lower Bid prices, Procuring Entities may wish to consider defining limitations in the use of the software. For example:* *(a) restrictions on the number of records in particular categories that may be held by the System;* *(b) restrictions on the number of transactions in particular categories that may be processed by the System in any day, week, month, or another specified period;* *(c) restrictions on the number of persons who may be authorized to use the System at any time;* *(d) restrictions on the number of persons who may access the System simultaneously at any time; or* *(e) restrictions on the number of workstations that may be connected to the System at any time.* *Note that, from the point of view of the Procuring Entity, if restrictions of any of these kinds (or any similar kind) are to be imposed and there is a real likelihood that the limits may be reached, it would be better to specify additional license fees that are payable when the limits are reached rather than imposing an absolute prohibition on exceeding the limits.]*
GCC 16.1 (b) (vi)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)*** *[Note: The Purchaser may also wish to specify, for example, that such entities shall be not direct competitors of the Supplier.]*
GCC 16.1 (b) (vii)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)*** *[Note: The Purchaser may, for example, wish to specify the members of the Procuring Entity's other related service providers that are not direct competitors of the Supplier but may require to use the system in their work for the Procuring Entity and that the Procuring Entity must obtain and provide the Supplier written evidence from such parties that such parties will abide by the terms of the Contract as if they were party to the Contract.]*
GCC 16.2	***There are no Special Conditions of Contract applicable to GCC Clause 16.2***

	[Note: If on-site audits are acceptable, the Procuring entity may specify conditions on the duration and number of audits per year; the hours or days during which audits may be conducted; the categories of software subject to audit; the procedures for access to Purchaser's hardware or software; the number and affiliation of individual auditors; the timing and terms of advance notice; the indemnity by Supplier for losses, liabilities, and costs incurred by the Purchaser as a direct result of the audit; etc].

11. Confidential Information (GCC Clause 17)

GCC 17.1	**There are no Special Conditions of Contract applicable to GCC Clause 17.1** *[Note: The Purchaser may wish to give members of its business group or related agencies, for example, access to certain specific types of technical and/or financial information it obtains or develops concerning the Supplier and its Information Technologies. The SCC covering such an exemption should define the individuals covered and generally provide that the Purchaser will ensure that such parties are aware of and will abide by the Purchaser's obligations under GCC Clause 17 as if such party were a party to the Contract in place of the Purchaser.* *if necessary and appropriate, specify* ***persons, topics, and conditions for which the confidentiality clause does not apply.]***

12. Representatives (GCC Clause 18)

GCC 18.1	***There are no Special Conditions of the Contract applicable to GCC Clause 18.1*** ***[Note:*** *If appropriate specify additional powers or limitations.]* The Purchaser's Project Manager shall have the following additional powers and/or limitations to his or her authority to represent the Procuring Entity in matters relating to the Contract *[state* ***necessary and appropriate clauses****]*.
GCC 18.2.2	***There are no Special Conditions of the Contract applicable to GCC Clause 18.2.2***

	[Note: *If appropriate specify additional powers or limitations.]* The Supplier's Representative shall have the following additional powers and/or limitations to his or her authority to represent the Supplier in matters relating to the Contract *[state* ***necessary and appropriate clauses****]*. ***[Note:*** *Any additional powers or limitations of the Supplier's Representative will, of necessity, be subject to discussions at Contract finalization and the SCC amended accordingly.]*

13. Project Plan (GCC Clause 19)

GCC 19.1	Chapters in the Project Plan shall address the following subject**:** ***(a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time, and resource-bound schedules (in GANTT format);*** ***(b) Implementation Sub-Plan;*** ***(c) Training Sub-Plan;*** ***(d) Testing and Quality Assurance Sub-Plan;*** ***(e) Warranty Defect Repair and Technical Support Service Sub-Plan*** Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, (*insert: reference*)].
GCC 19.6	***The Supplier shall submit to the Procuring Entity:*** ***(i) monthly inspection and quality assurance reports*** ***(ii) monthly training participants' test results*** ***(iii) monthly log of service calls and problem resolutions***

14. Design and Engineering (GCC Clause 21)

GCC 21.3.1	***There are no Special Conditions of the Contract applicable to GCC Clause 21.3.1.*** ***[Note:*** *If necessary and appropriate, specify the Controlling Technical Documents (i.e., a document that must be approved by the Procuring Entity's Project Manager before any relevant*

	downstream work can be undertaken by the Supplier).] *[The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents. [state* ***"none"*** *or specify, for example:* ***(*) detailed site surveys;*** ***(*) final Subsystem configurations;*** ***(*) etc.*** *]]*

15. Product Upgrades (GCC Clause 23)

GCC 23.4	***There are no Special Conditions of the Contract applicable to GCC Clause 23.4.*** *[Note: Mandating that all new versions, releases, and updates of Standard Software will be passed on for free during the Warranty Period is a comprehensive requirement, the benefits of which must be balanced against the perceived costs in the mind of the successful Tenderer at the time of bid submission. To require the Supplier to provide for free only new releases and updates, but agreeing that it would be reimbursed for the supply of completely new versions might be more cost-effective. For example, this may be particularly appropriate when the Procuring Entity would not benefit from the costs of migrating its business applications to an entirely new version of the underlying database system if such a version came out during a free Warranty Period. Another approach may be to shorten the period during which updates, etc., would have to be supplied for free, for example, to only the first year of the Warranty Period; alternatively, a more narrow set of Standard Software could be covered.]*

16. Inspections and Tests (GCC Clause 25)

GCC 25	***There are no Special Conditions of the Contract applicable to GCC Clause 25.*** *[Note: Procuring Entity may wish to consider employing qualified inspectors to inspect and certify the Information Technologies, Materials, and other Goods before shipment. This can minimize the number of cases where the Purchaser receives shipped goods that do not conform to the Technical Requirements and shorten the repair or replacement time.]*

17. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	***There are no Special Conditions of the Contract applicable to GCC Clause 27.2.1.*** *[Note: Few aspects of Information Technology procurement are more critical to the successful implementation of a System than the specification of Operational Acceptance Tests. The Procuring Entity must prepare the specification for these tests as carefully as the overall specification of the System itself. The description should be sufficiently comprehensive, unambiguous, and verifiable to result in the proper operation of the System with minimal confusion or controversy between the Procuring Entity and its management, the Supplier, and any users.* *In addition, where the Contract covers the Installation and acceptance testing of several Subsystems, the nature of the acceptance tests required for each Subsystem, and for the final tests to be carried out on the entire System once all Subsystems have been completed, needs to be specified here and/or in the Technical Requirements and which party bears responsibility for correcting any defects discovered during the final tests of the entire System needs to be identified.]*

18. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	***There are no Special Conditions of the Contract applicable to GCC Clause 28.2.*** ***[Note:** Typical percentages are, respectively, one-half of one percent (0.5%) per week and ten percent (10%) of the total. In some instances, the Procuring Entity may wish to consider specifying liquidated damages daily. If so, specify this in the SCC].*
GCC 28.3	***There are no Special Conditions of the Contract applicable to GCC Clause 28.3.*** *[Note: Establishing more milestones for liquidated damages may provide a somewhat greater degree of control and assurances regarding the pace of the implementation of the System. However, this will come at a price of the increased complexity of Contract management and increased perceptions of financial risks on the part of Tenderers. This most likely will lead to higher bid prices. In most cases, Operational Acceptance should be the most appropriate financial control for ensuring the timeliness of implementation, since it captures the impact of earlier delays and is, in the final analysis, the milestone that truly matters. Whatever milestones are selected, it is critical that the Implementation Schedule precisely specify what Subsystems or other components are covered and when the milestone is set. These, of course, can be refined and revised through the Agreed Project Plan.]*

19. Defect Liability (GCC Clause 29)

GCC 29.1	***There are no Special Conditions of the Contract applicable to GCC Clause 29.1.*** *[Note: Software is never completely error or "bug" free. Thus, the Procuring entity may wish to refine or limit the Supplier's warranty obligations. Properly done, this can reduce Tenderer's perceptions of financial risk and help lower bid prices. However, the Procuring Entity should balance the potential savings against the risks to the reliable and effective operation of the System and the related costs to it. These tradeoffs are very specific to the type of System and its uses. These tradeoffs are also changing very rapidly with technological development. Accordingly, BPP recommends that Procuring Entities consult experts in the relevant areas for an up-to-date assessment of the risks and the most appropriate text to express any such exceptions and limitations.]*
GCC 29.4	***There are no Special Conditions of the Contract applicable to GCC Clause 29.4.*** ***[Note:*** *When defining the Warranty period, Procuring Entities should be careful to recognize that services such as resident engineer support, new software releases, and end-user help desk support are not typically included in commercial warranties and should be priced separately in the Recurrent Cost Table].*
GCC 29.10	***There are no Special Conditions of the Contract applicable to GCC Clause 29.10*** **[*Note:*** *Typically, the Procuring Entity should develop a set of response times for different degrees of seriousness of the defects and/or categories of IT and/or specific Subsystems. The most appropriate and economical set of response times is highly dependent on the specific System, its use, and the relevant conditions in Nigeria.* *The GCC specifies that the Supplier must commence work on warranty defects within a maximum of two weeks; else the Procuring Entity may contract such services at the Supplier's expense. The Procuring Entity may wish to shorten or lengthen this period in the SCC. The time specified must strike a reasonable balance between the response time the typical qualified Supplier can physically achieve and the importance of maintaining continued System operation. If too short a period is specified, Suppliers will need to protect themselves by adding a contingency to their bid prices.]*

20. Functional Guarantees (GCC Clause 30)

GCC 30	***There are no Special Conditions of the Contract applicable to GCC Clause 30.*** *[Note: If Information Systems and Technologies would have to conform to another calendar system (s), here would be the place to specify related requirements in addition to, or variation of, the requirements in GCC clause 30.2.]*

21. Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of *[insert: **monetary value]*** with deductible limits of no more than *[insert: **monetary value**]*. The insured Parties shall be *[list **insured parties**]*. The Insurance shall cover the period from *[insert: **beginning date, relative to the Effective Date of the Contract**]* until *[insert: **expiration date, relative to the Effective Date of the Contract or its completion**]*.
GCC 37.1 (e)	***There are no Special Conditions of the Contract applicable to GCC Clause 37.1 (e)***. **[*Note: **There may be mandatory** requirements for various insurances. These should be reviewed with the Procuring Entity's legal department.* *For example:* *The Supplier shall obtain Worker's Compensation Insurance per the statutory requirements of [insert: **Nigeria**]. Specifically: [insert**: requirements**]. The Insurance shall cover the period from [insert: **beginning date, relative to the Effective Date of the Contract**] until [insert: **expiration date, relative to the Effective Date of the Contract or its completion**].* *The Supplier shall obtain Employer's Liability Insurance per the statutory requirements of [insert: **Nigeria**]. Specifically: [insert: **requirements**]. The Insurance shall cover the period from [insert: **beginning date, relative to the Effective Date of the Contract**] until [insert: **expiration date, relative to the Effective Date of Contract or its completion**].]*

22. Changes to the System (GCC Clause 39)

GCC 39.4	**Value Engineering** If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.

23. Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: *[insert: **the name of an impartial (international or local) technical organization in the information technology sector**, or, if no Adjudicator is used in this Contract Agreement or no organization has been identified and agreed to serve as Appointing Authority for the Adjudicator, state **"not applicable."**]*.
GCC 43.2.3	Arbitration proceedings shall be conducted per the rules of arbitration indicated in the GCC. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.

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: NOTIFICATION OF INTENTION TO AWARD
- FORM: BENEFICIAL OWNERSHIP DISCLOSURE
- FORM: LETTER OF ACCEPTANCE
- FORM: CONTRACT AGREEMENT
- APPENDIX 1: SUPPLIER'S REPRESENTATIVE
- APPENDIX 2: ADJUDICATOR
- APPENDIX 3: CATEGORIES OF SOFTWARE
- APPENDIX 4: CUSTOM MATERIALS
- APPENDIX 5: REVISED PRICE SCHEDULES
- APPENDIX 6: MINUTES OF CONTRACT FINALIZATION DISCUSSIONS AND AGREED TO CONTRACT AMENDMENTS
- FORM: PERFORMANCE SECURITY (BANK GUARANTEE)
- FORM: ADVANCE PAYMENT SECURITY BANK GUARANTEE
- FORM: INSTALLATION CERTIFICATE
- FORM: OPERATIONAL ACCEPTANCE CERTIFICATE
- FORM: CHANGE ORDER PROCEDURES
- FORM: REQUEST FOR CHANGE PROPOSAL
- FORM: CHANGE ESTIMATE PROPOSAL
- FORM: ESTIMATE ACCEPTANCE
- FORM: CHANGE PROPOSAL
- FORM: CHANGE ORDER
- FORM: APPLICATION FOR CHANGE PROPOSAL