Standard Bidding Document

Procurement of Services (Maintenance – Time & Materials)

Bid Number: 04

Bureau of Public Procurement (January 2023)

Contents

INVITATION TO TENDER 2
PART 1 - PROCEDURES 5
SECTION I: INSTRUCTIONS TO TENDERERS 6
SECTION II: TENDER DATA SHEET (TDS) 29
SECTION III: EVALUATION AND QUALIFICATION CRITERIA 38
TENDERING FORMS 42
PART 2 – REQUIREMENTS 44
SECTION IV: SCHEDULE OF REQUIREMENTS 45
PART 3 - CONTRACT 48
SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC) 49
SECTION VII: SPECIAL CONDITIONS OF CONTRACT (SCC) 65
CONTRACT FORMS 67

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/CONS/AUTO-PAY/2025/04

Tender Name: Automation of the Payment Processes for Enhanced Efficiency, Transparency and Accountability

Invitation to Tender

1. The Metallurgical Training Institute, Onitsha invites sealed tenders for the supply of Automation of the Payment Processes for Enhanced Efficiency, Transparency and Accountability .

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

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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 curement@mti.org.ng 0803541451, P.M.B. 1555 to facilitate any further clarification or addendum.

7. All Tenders must be accompanied by a Tender Security of One Million, Six Hundred Naira (1,600,000) only.

8. The Tenderer shall paginate the submitted Tender Documents.

9. Completed Tender Documents must be delivered to the address below on or before 24th February, 2026

10. Electronic Tenders will not be permitted.

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

12. Late Tenders will be rejected.

13. The addresses referenced above are:

Address for obtaining further information for Tender Documents

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

Address for submission of Tenders.

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

Address for opening of Tenders.

- Metallurgical Training Institute Onitsha
- Metallurgical Training Institute Onitsha, Conference room of Administration Block
- P.M.B 1555
- 08035414151, procurement@mti.org.ng

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

Engr. Dr. F. U. Obi

Director/Ag. Chief Executive

Signature



9th February, 2026

PART 1 - PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

1.1 This Tendering Document is for the delivery of Maintenance Services, as specified in Section V, Procuring Entity's Requirements. The name, identification, and number of lots (contracts) of this ITT procurement are specified in the TDS.

2. Definitions

2.1 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.

2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided in the contract.

3. Fraud and Corruption

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

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

3.4 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 the contract being tendered for. 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.

3.5 Tenderers shall permit and shall cause their agents (where 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, prequalification 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.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned entity, or an institution subject to ITT 4.6, or any combination of such entities in the form of an association or subcontracting arrangement or a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract per the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of 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. The maximum number of JV members shall be specified in the TDS.

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

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

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

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

c) Has the same 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) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications, and

Drawings) for the Maintenance services that are the subject of the Tender; or

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

g) Would be providing goods, works, or maintenance services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2.1 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 or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the Tendering Document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from a such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.

4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a sub-contractor in more than one Tender.

4.5 A Tenderer may have the nationality of any country, subject to the restrictions under ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated, or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

4.6 A Tenderer that has been sanctioned by BPP or is under a temporary suspension or a debarment imposed by any other entity of the Nigeria Government, shall be ineligible to be prequalified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning.

4.7 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.

4.8 A Tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.

4.9 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.

4.10 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".

4.11 Under the eligibility requirements of ITT 4.10, a tender is considered a foreign Tenderer, if it is registered in Nigeria, has less than 51 percent ownership by nationals of Nigeria, and or if it does subcontract to foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered foreign Tenderers if the individual member firms are registered in Nigeria and have less than fifty-one (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.

4.12 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 be a condition for tender for all National Competitive Bids, and it shall be a condition of contract award and signature for International Competitive Bids (ICB). A selected Tenderer in an ICB who is not registered, shall be allowed to register before such award and signature of the contract.

4.13 Nigerian law prohibits Tenders that may prevent, distort or lessen competition in the provision of services.

4.14 A Tenderer may be considered ineligible if he/she offers Goods, Works, and production processes with characteristics that have been declared by the relevant national environmental protection and or food administration agency or by other competent authority as harmful to human beings and the environment shall not be eligible for procurement.

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

5. Qualification of the Tenderer

5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 If prequalification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6. Sections of Tendering Document

6.1 The Tendering Document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued per ITT 9.

PART 1: Tendering Procedures

i) SECTION I - Instructions to Tenderers (ITT)
ii) SECTION II - Tender Data Sheet (TDS)
iii) SECTION III - Evaluation and Qualification Criteria

PART 2: Procuring Entity's Requirements

iv) SECTION IV - Procuring Entity's Requirements

PART 3: Contract

v) SECTION V - General Conditions of Contract (GCC)
vi) SECTION VI- Special Conditions of Contract (SCC)
vii) SECTION VII- Contract Forms

6.2 The Invitation to Tender (ITT) or the notice to prequalify Tenderers, as the case may be, issued by the Procuring Entity is not part of this Tendering Document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, and the Minutes of the pre-Tender meeting (if any), or Addenda to the Tendering Document per ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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

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 be at 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 pretender 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 pretender visit of the site of the works at 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 into 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 shall comprise the following:

a) Form of Tender prepared per ITT 14;

b) Schedules: Schedules or Requirements and priced Activity Schedule completed per ITT 14 and ITT 16;

c) Tender Security or Tender-Securing Declaration per ITT 21.1;

d) Alternative Tender: if permissible per ITT 15;

e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, per ITT 22.3;

f) Qualifications: documentary evidence per ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

g) Tenderer's Eligibility: documentary evidence per ITT 19 establishing the Tenderer's eligibility to Tender;

h) Conformity: documentary evidence per ITT 18, that the Services conform to the Tendering Document; and

i) Any other document required in the TDS.

13.2 In addition to the requirements under ITT 12.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted. 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.

14. Form of Tender and Activity Schedule

14.1 The Form of Tender and priced Activity Schedule shall be prepared 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.

15. Alternative Tenders

15 Unless otherwise indicated in the TDS, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Tenderer shall be considered by the Procuring Entity.

16 When alternative times for completion 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.

17 When specified in the TDS, Tenderers are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified in the TDS, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

16 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and the Activity Schedule(s) shall conform to the requirements specified below.

17 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

18 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.

19 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender per ITT 13.1.

20 The Tenderer shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

21 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 13 days before the deadline for submission of

Tenders, shall be included in the total Tender price submitted by the Tenderer.

22 If provided for in the TDS, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract per the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and the General Conditions of Contract.

23 To determine the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17. Currencies of Tender and Payment

17 The currency of the Tender and the currency of payments shall be Nigeria Naira.

18. Documents Establishing Conformity of Services

18 To establish the conformity of the Maintenance Services to the Tendering Document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity Requirements.

19 Standards for the provision of Maintenance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section VII, Procuring Entity's Requirements.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 Tenderers shall complete the Form of Tender and all the Tendering Forms included in Section IV to establish their eligibility per ITT 4.

19.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

19.3 If prequalification of Tenderers has been undertaken as stated in the TDS, only Tenders from prequalified Tenderers shall be considered for award of Contract. The prequalified Tenderers should submit with their Tenders any information updating their original prequalification applications or confirm in their Tenders that the originally submitted prequalification information remains essentially correct as of the date of Tender submission.

19.4 Tenderers 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 Service provider or group of service providers 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.

19.5 The purpose of the information described in ITT 18.1 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.

19.6 The Tenderer shall provide further documentary proof, information, or authorizations that the Procuring Entity may request concerning ownership and control which information on any changes to the information 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.

19.7 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.

19.8 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.

19.9 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:

i) If the procurement process is still ongoing, the Tenderer will be disqualified from the procurement process,

ii) If the contract has been awarded to that Tenderer, the contract award will be set aside,

iii) The Tenderer will be referred to the relevant law enforcement authorities for investigation of whether the Tenderer or any other person shave committed any criminal offence.

19.10 If a Tenderer submits the information under these requirements that is incomplete, inaccurate, 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.

19.11 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).

20. Period of Validity of Tenders

21.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as 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.

20 In exceptional circumstances, before the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested per ITT 20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

21 Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or 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.

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

21.3 If a Tender Security is specified under ITT 20.1, from a reputable source, and an eligible country and shall be 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.

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

21.5 If a Tender Security is specified under ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security under ITT 46.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security. The Procurement Entity shall also return tender security to the Tenderers where;

a) The procurement proceeding is terminated

b) All tenders were determined non-responsive and

c) Where a Tenderer declines to the extent of the tender validity period.

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

b) if the successful Tenderer fails to:

i) sign the Contract per ITT 45; or

ii) furnish performance security per ITT 46.

21.8 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 12.2.

21.9 If a Tender Security is not required in the TDS, under ITT 20.1, and

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 45; or

ii) furnish performance security per ITT 46;

the Procuring Entity may, if provided for in the TDS, declare the Tenderer ineligible to be awarded a contract by the Procuring Entity for a period of time as stated in the TDS.

22. Format and Signing of Tender

22 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and marked

"Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and marked as "Copies." In the event of a discrepancy between them, the original shall prevail.

23 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.

24 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons 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.

25 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.

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

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

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

- in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
- in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- if alternative Tenders are permitted per ITT 13, and if relevant:

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

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

23.2 The inner envelopes or packages or containers shall:

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

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

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

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

24. Deadline for Submission of Tenders

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

25 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Document per ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

25.1 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.

26. Withdrawal, Substitution, and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) per 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:

26.2 prepared and submitted per ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

26.3 received by the Procuring Entity before the deadline prescribed for submission of Tenders, per ITT 23.

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

26.5 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.

27. Tender Opening

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time, and place specified in the TDS in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted per ITT 23.1, shall be as specified in the TDS.

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

27.3 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.

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

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

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

27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, per ITT 24.1).

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

a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
b) The Tender Price, per lot (contract) if applicable, including any discounts; and
c) Any alternative Tenders;
d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.

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

E. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 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 information on the Intention to Award the Contract is transmitted to all Tenderers per ITT 41.

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

28.3 Notwithstanding 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.

29 Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, per ITT 32.

29.2 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.

30 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.

31. 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 12.

31.1 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 Maintenance services specified in the Contract; or

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

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

31.2 The Procuring Entity shall examine the technical aspects of the Tender submitted per ITT 17 and ITT18, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

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

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

31.5 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 or omissions 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.

31.6 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material 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.

32. Arithmetical Errors

32.1 Corrected tender prices shall not be used in the evaluation of tenders, or the comparison of tender prices.

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

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

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

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

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

33. Conversion to Single Currency

33.1 For evaluation and comparison purposes, conversion of the currency (ies) of to a single currency preference shall not apply.

34. Margin of Preference

34.1 The Margin of Preference on local service providers may be allowed if it is deemed that the services require the participation of foreign Tenderers. If so allowed, it will be indicated in the TDS.

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprises of women, youth, and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the TDS, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the TDS. Otherwise if not so stated, the invitation will be open to all Tenderers.

35. Evaluation of Tenders

35.1 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 Most Advantageous Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

a) Substantially responsive to the Tendering Document; and

b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

a) Price adjustment due to discounts offered per ITT 15.4;

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 nonmaterial non-conformities per ITT 31.3;

d) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

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

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Tenders

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established per ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37. Abnormally Low Tenders and Abnormally High Tenders Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to Tenderer to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

37.2 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 Tender document.

37.3 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

37.4 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.

37.5 In case of an abnormally high tender, the Procurement Entity should (a) review the specifications, and conditions of tender, or the correctness of the estimate or (b) the possibility of collusion, formation of cartels, or other forms of fraudulent and corrupt activity in the tendering process or (c) perception of the firms on the credibility of the Procuring Entity. The Procuring Entity shall treat abnormally low and high tenders per procedures provided for in this tender document

37.6 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.

38. Unbalanced and/or Front-Loaded Tenders

38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/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 works, proposed methodology, schedule, and any other requirements of the Tender document.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

a) Accept the Tender; or

b) Require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding thirty (30) percent of the Contract Price; or

c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or

d) reject the Tender.

39. Qualification of the Tenderer

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

39.1 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, under ITT18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Tenderer that submitted the Tender.

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

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

40.1 The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tendering process and reject all Tenders at any time before Contract Award, without thereby 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

41 Award Criteria

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

42. Notice of Intention to enter into a Contract/Notification of award

42.1 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 an 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 Stand still Period; and

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

43. Standstill Period

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

43.2 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.

44. Debriefing by the Procuring Entity

44.1 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 (5) days of receipt of the request. Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45. Letter of Award

45.1 Before the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, 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 the award shall request the successful Tenderer to furnish the Performance Security within 21 days of the date of the letter.

46. Signing of Contract

46.1 Upon the expiry of the fourteen 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.

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

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

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security per the GCC 3.9, 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 a bond shall have a correspondent financial institution located in Nigeria unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

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

48. Publication of Procurement Contract

48.1 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.

49. Adjudicator

49.1 The Procuring Entity proposes the person named in the TDS be appointed as Adjudicator under the Contract, at an hourly fee specified in the TDS, plus reimbursable expenses. If the Tenderer disagrees with the proposed Adjudicator, the Tenderer should so state in the Tender. If in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50. Procurement Related Complaints

50.1 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 Maintenance Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

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

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

ITT Reference	**A. General**
ITT 1.1	The reference number of the Invitation to Tenderer (ITT), or "Tender", is: MTI/PROC/CONS/AUTO-PAY/2025/04 The Procuring Entity is: Metallurgical Training Institute, Onitsha The name of the Tender is: ***Automation of Payment Processes for enhanced Efficiency, Transparency and Accountability.*** The number and identification of lots (contracts)comprising this Tender is: **Lot four (4)**
ITT 1.2(a)	[*delete if not applicable*] **Electronic –Procurement System** The Procuring Entity shall use the following electronic-procurement system to manage this Bidding process: http://www.mti.org.ng. issuing of bidding documents
ITT 2.1	Source Of Funds: 2025 Appropriation Act, 80,000,000 The name of the Project is: ***Automation of Payment Processes for enhanced Efficiency, Transparency and Accountability***
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: ***two***
ITT 4.5	A list of debarred firms and individuals is available on the website: http://www.bpp.gov.ng.
	B. Contents of Bidding Document

ITT 7.1	For **Clarification of Bid purposes** only, the Purchaser's address is: *Metallurgical Training Institute Onitsha, KM6/7 Onitsha-Owerri Road Onitsha Anambra State* Attention: Director/Ag. Chief Executive Address: *MTI Onitsha* Floor/ Room number*: Director/Ag. Chief Executive's office* City:*] Onitsha Anambra State* Postal Code: P.M.B 1555 Country: *Nigeria* Telephone: 0803 541 4151 Facsimile Number: ***[insert fax number, including country and city codes]*** Electronic mail address: procurement@mti.org.ng Requests for clarification should be received by the Purchaser no later than ***5days*** Web page: ***www.mti.ovg.ng***
	C. Preparation of Bids
ITT 10.1	The language of the Bid is: "English". All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English
ITT 11.1	*[The following documents must be included with the Bid:]* Documentary evidence of the Tenderer's qualifications to perform the Contract if its Bid is accepted: (i) that, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Tenderer: (a) is incorporated in the country of manufacture of the Goods; (b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods; (c) has manufactured and marketed the specific Goods covered by this bidding document, for at least two (3) years, and similar Goods for at least five (5) years;

	(ii) that, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce, (a) that the Tenderer has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to supply the Goods in Nigeria; and The Tenderer shall also submit the following additional information: (a) a statement of installed manufacturing capacity; (b) copies of its audited financial statements for the past three fiscal years; (c) details of on-site quality control facilities and services and the range of tests conducted; (d) list of major supply contracts conducted within the last five years.
ITT 11.1 (j)	The Tenderer shall submit the following additional documents in its Bid: ***[list any additional document not already listed in ITT 11.1 that must be submitted with the Bid]*** Tenderers who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they can supply the specified quantities. A "primary manufacturer" is defined as a company that performs all the manufacturing and formulating operations needed to produce the Goods.
ITT 13.1	Alternative Bids ***shall not*** considered. ***[If alternatives shall be considered, the methodology shall be defined in Section III, Evaluation and Qualification Criteria. See Section III for further details]***
ITT 14.5	The prices quoted by the Tenderer ***[insert "shall "or "shall not"]*** _____be subject to adjustment during the performance of the Contract.
ITT 14.6	Prices quoted for each lot (contract) shall correspond at least **to *[insert figure*]** percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to ***[insert figure]*** percent of the quantities specified for this item of a lot.
ITT 14.7	The Incoterms edition is: 2020 .
ITT 14.8 (a) (iii), (b) (ii)	Final Destination (Project Site): [*insert final destination, if different from named place of destination*]

and c(v)	
ITT 14.8 (b)(i) and (c) (v)	Place of Destination: **[*insert named*** Place of destination: **[*insert named place of destination as per Incoterm used]***
ITT 15.1	The Tenderer **is not** required to quote in the Naira for the portion of the Bid price that corresponds to expenditures incurred in Naira.
ITT 16.3 (b)	Documentation requirements for eligibility for Maintenance Services. In addition to the documents stated in ITT 16.1, 16.2, and 16.3 (a), the following documents should be included with the Bid: _____ ***[Insert: any other eligibility documentation required****]*
ITT 16.4	Nigeria ***does*** require registration of Maintenance Services. *[Note: If Nigeria does not require registration of the Maintenance Services, delete 16.4 (b) and 16.5 below and insert the following language:* *ITT 16.4 is inapplicable. The Applicable Law does not require registration of the Maintenance Services to be supplied under the Contract.]* ***Note:The Procuring Entity shall not annul the award of a Contract based on a Tenderer's failure to successfully register the Maintenance Services, without first seeking and obtaining the BPP's no objection. There shall be no forfeiture of a Bid or Performance Security based on the failure to obtain registration.***
ITT 16.4 (b)	By the time of Contract signing, the successful Tenderer shall have complied with the following documentary requirements to register the Maintenance Services to be supplied under the Contract: certification from Standards Organization of Nigeria (SON). ***Note:Because of the potential for delay when various government agencies must intervene in the registration process, Tenderers are alerted to inquire about registration requirements and procedures as early as possible.***
ITT 16.5	To obtain additional information about the requirements for registration, Tenderers may contact *[insert: name of Agency**, contact person, phone/fax/email address**]* *see also* www.*https://federalcontractors.bpp.gov.ng/#/home.* The requirements of registration include: _____*[list main requirements including in particular aspects that consume considerable time]*

ITT 18.1	The Bid validity period shall be ***90*** days.
ITT 18.3 (a)	The Bid price shall be adjusted by the following factor(s): inflation caused by government policy ***[The naira portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]***
ITT 19.1	***[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]*** A *Bid Security* ***shall be*** required. A Bid-Securing Declaration ***shall not be*** required. If a Bid Security shall be required, the amount and currency of the Bid security shall be One Million, Six Hundred Naira (1,600,000) Only. **[*If a Bid Security is required, insert the amount and currency of the Bid Security.*** One Million, Six Hundred Naira (1,600,000)) Only. ***In case of lots, please insert the amount and currency of the Bid Security for each lot]*** ***Note: Bid Security is required for each lot as per amounts indicated against each lot. Tenderers have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however, if the amount of Bid Security is less than the total required amount, the Procuring Entity will determine for which lot or lots the Bid Security amount shall be applied.]***
ITT 19.3 (d)	Other types of acceptable securities: _____ ***[Insert names of other acceptable securities. Insert "None" if no Bid Security is required under provision ITT 19.1 or if Bid Security is required but no other forms of Bid securities besides those listed in ITT 19.3 (a) through (c) are acceptable*.]**
ITT 19.9	***[Delete if not applicable: The following provision should be included and the required corresponding information inserted <u>only</u> if a Bid Security is not required under provision ITT 19.1 and the Purchaser wishes to declare the Tenderer ineligible to be awarded a contract for a period of time should the Tenderer perform any of the actions mentioned in provision ITT 19.9 (a) and (b). Otherwise omit.]*** If the Tenderer performs any of the actions prescribed in ITT 19.9 (a) or (b) of this provision, the Borrower will declare the Tenderer ineligible to be

	awarded a contract by the Purchaser for a period of _____ ***[insert period]*** years.
ITT 20.1	In addition to the original of the Bid, the number of copies is**: two (2)**
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**:** Board Resolution, Official Company Letterhead Confirmation
D. Submission and Opening of Bids	
ITT 22.1	For **Bid submission purposes** only, the Purchaser's address is: **Metallurgical Training Institute, Onitsha. P.M.B 1555. km 6/7 Onitsha-Owerri Road, Onitsha Anambra State.** Attention: Director/Ag. Chief Executive Street Address: *MTI Onitsha* Floor/ Room number: Procurement unit Room 6, Administration Block City: Onitsha ZIP/Postal Code: [***insert postal (ZIP) code, if applicable***] Country: Nigeria ***[The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days unless otherwise agreed with the Procuring Entity]*** The deadline for Bid submission is: Date: Tuesday 24th February,2026 Time: *12:00 pm.* ***[The date and time should be the same as those provided in the Specific Procurement Notice - Request for Bids unless subsequently amended under ITT22.2*]** Tenderers ***shall not*** have the option of submitting their Bids electronically. **[*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.]*** The electronic Bidding submission procedures shall be: ***[insert a description of the electronic bidding submission procedures.]***
ITT 25.1	The Bid opening shall take place at:

	Street Address: Metallurgical Training Institute, Onitsha Floor/ Room number: institute's ***conference room of Administration Block*** City: *Onitsha* Country: *Nigeria* Date: ***Tuesday* 24th February,2026** **T**ime: *12:00p.m.*
ITT 25.1	**[*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.]*** The electronic Bid opening procedures shall be: ***[insert a description of the electronic Bid opening procedures.]***
ITT 25.6	The Letter of Bid and Price Schedules shall be initialed by 5 representatives of the Purchaser conducting Bid opening.. ***Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Purchaser, etc.].***
E. Evaluation and Comparison of Bids	
ITT 30.3	The adjustment shall be based on the ***highest*** 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 Purchaser shall use its best estimate.
ITT 32.1	The currency that shall be used for Bid evaluation and comparison purposes to convert (at the selling exchange rate) all Bid prices expressed in various currencies into a single currency is: Naira The source of exchange rate shall be: ***the Central Bank in Nigeria (CBN)*** The date for the exchange rate shall be*: **20 January, 2026 not earlier than 13 days before the deadline for submission of the Bids, nor later than the original date for the expiry of the Bid validity period]***
ITT 33.1	***[The following provision should be included and the required corresponding information inserted <u>only</u> if the Procuring Entity authorizes the application of a margin of preference to the subject contract. Otherwise, omit]*** A margin of domestic preference ***[insert either "shall" or "shall not"*]** apply. If a margin of preference applies, the application methodology shall be

	defined in Section III, Evaluation and Qualification Criteria.
ITT 34.2(a)	Evaluation will be done for: Note: Bids will be evaluated for each item and the contract will comprise the item(s) awarded to the successful Tender
ITT 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: ***[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]*** ***(a)*** Deviation in Delivery schedule: ***[insert Yes or No. If yes insert the adjustment factor and relevant parameters per option selected]***. The adjustment per week for delivery delays beyond the time specified in the Schedule of Requirements is *[specify:* ***adjustment in percentage****]*. Or The adjustment per week for delivery delays beyond the range of weeks specified in the Schedule of Requirements is *[specify:* ***adjustment in percentage****]*. Or The adjustment for partial shipments is *[specify:* ***adjustments for early and late deliveries]***. **Note: For evaluation purposes, a rate of one-half (0.5) percent per week is a reasonable figure.** **(b)** Deviation in payment schedule: ***[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]; and*** **(c)** ***[insert any other specific criteria in Section III, Evaluation and Qualification Criteria]***
F. Award of Contract	
ITT 42	The maximum percentage by which quantities may be increased is: ***[insert percentage]*** The maximum percentage by which quantities may be decreased is: ***[insert percentage]***
ITT 45.1	The successful Tenderer [*shall] or [shall not]* submit the Beneficial Ownership Disclosure Form.

ITT 47.1	The procedures for making a Procurement-related Complaint are detailed at 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**: *[insert fax number]* ***delete if not used*** 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

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-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

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

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

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

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.

2. 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 requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of "Part 2–Procuring Entity's Services Requirements", including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front-loaded. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with the review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

3. Tender Evaluation (ITT 34) Price evaluation: in addition to the criteria listed in ITT 34.2

(a)–(d) the following criteria shall apply:

i) Alternative Completion Times, if permitted under ITT 13.2, will be evaluated as follows:

ii) Alternative Technical Solutions for specific parts of the Works, if permitted under ITT

13.4, will be evaluated as follows:

iii) Other Criteria; if permitted under ITT 34.2 (e):

4. Multiple Contracts

Multiple contracts will be permitted per ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated Tenderer is identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for the award of Contracts.

OPTION 1

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

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

OPTION 2

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

5. Alternative Tenders (ITT 14)

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.

6. Margin of Preference Apply

Margin of Preference, if so allowed to all evaluated and accepted tender as follows.

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 foreign Tenderers, where the percentage of shareholding of Nigerian citizens is less than fifty-one percent (51%).

Contractors applying 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.

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%).

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, a 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 B and 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.

7. Post qualification and Contract award (ITT 38.1), 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 prequalification 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 construction cash flow of Nigeria Naira. 16,000,000

ii) Minimum average annual services turnover in Nigerian Naira [Two Hundred Million, Naira (200,000,000)], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 3 years.

iii) At least three (3) of 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 equivalent.

iv) Contractor's Representative and Key Personnel, which are specified as

v) Contractor's 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- the performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last (specify 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 (specify years). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in the rejection of the tender.

TENDERING FORMS

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

- FORM: FORM OF TENDER
- FORM: TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE
- FORM: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION
- FORM: SD1
- FORM: SD2
- FORM: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS
- APPENDIX 1: FRAUD AND CORRUPTION
- FORM: TENDERER INFORMATION
- FORM: TENDERER'S JV MEMBERS' INFORMATION
- FORM: TENDER SECURITY - DEMAND BANK GUARANTEE
- FORM: TENDER SECURITY (TENDER BOND)
- FORM: TENDER-SECURING DECLARATION
- FORM: FOREIGN TENDERER'S 40% RULE
- FORM: EQUIPMENT
- FORM: PER - 1
- FORM: PER - 2
- FORM: ELI - 1.1
- FORM: ELI - 1.2
- FORM: CON – 2
- FORM: CON – 3
- FORM: CON – 4
- FORM: FIN – 3.1
- FORM: FIN – 3.2
- FORM: FIN – 3.3
- FORM: FIN – 3.4
- FORM: EXP - 4.1
- FORM: EXP - 4.2(a)
- FORM: EXP - 4.2(a) (cont.)
- FORM: EXP - 4.2(b)
- FORM: EXP - 4.2 (c)
- FORM: SCHEDULE
- FORM: WORK SCHEDULES AND SPECIFICATIONS
- FORM: The Specifications and Priced Activity Schedules
- FORM: Method Statement
- FORM: TIME SCHEDULE
- FORM: NOTIFICATION OF INTENTION TO AWARD

- FORM: NOTIFICATION OF AWARD FORM OF ACCEPTANCE
- FORM: FORM OF CONTRACT
- FORM: FORM OF TENDER SECURITY (Bank Guarantee)
- FORM: TENDER SECURITY (TENDER BOND)
- FORM: TENDER-SECURING DECLARATION

PART 2 – REQUIREMENTS

SECTION IV: SCHEDULE OF REQUIREMENTS

ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are: to provide sufficient information on the quantities of Services to be performed to enable Tenders to be prepared efficiently and accurately; and when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

To attain these objectives, Services should be itemized in the Activity Schedule insufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

A list of the various classes of Services, labor, materials, and plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a day work basis.

Nominal quantities for each item of Day work, to be priced by each Tenderer at Day work rates as Tender. The rate to be entered by the Tenderer against each basic Day work item should include the Service Provider's profit, overheads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized Service Providers. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in

the Activity Schedule inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing an Activity Schedule are intended only as information for the Procuring Entity or the person drafting the Tendering Document. They should not be included in the final documents.

PERFORMANCE SPECIFICATIONS AND DRAWINGS

(Describe Outputs and Performances, rather than Inputs, wherever possible) Notes on Specifications

A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Tenders. In the context of international competitive Tendering, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, the responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is encouraged. Most specifications are normally written specially by the Procuring Entity to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in this document

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Nigeria or other standards, the specifications should state that goods, materials, Services, and workmanship that

meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

If technical alternatives for parts of the Services are permitted in the Tendering Document, these parts shall be described in this Section.

These Notes for Preparing Specifications are intended only as information for the Procuring Entity or the person drafting the Tendering Document.

PART 3 - CONTRACT

SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC)

A. General Provisions

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a. The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
b. “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
c. “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
d. “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause1of such signed Contract;
e. “Contract Price” means the price to be paid for the performance of the Services, per Clause 6;
f. “Day works” means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
g. “Procuring Entity” means the Procuring Entity or party who employs the Service Provider
h. “Foreign Currency” means any currency other than the currency of Nigeria;
i. “GCC” means these General Conditions of the Contract;
j. “Government” means the Nigeria Government;
k. “Local Currency” means Nigeria Naira;
l. “Member,” in case the Service Provider consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider's rights and obligations towards the Procuring Entity under this Contract;
m. “Party” means the Procuring Entity or the Service Provider, as the case may be, and “Parties” means both of them;
n. “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
o. “Service Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
p. “Service Provider's Tender” means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
q. “SCC” means the Special Conditions of the Contract by which the GCC may be amended or supplemented;
r. “Specifications” means the specifications of the service included in the Tendering

Document submitted by the Service Provider to the Procuring Entity

s. "Services" means the work to be performed by the Service Provider under this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.

t. "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services per the provisions of Sub-Clauses 3.5 and 4;

u. "Bureau of Public Procurement (BPP)" shall mean the Government Agency responsible for oversight of public procurement.

v. "Project Manager" shall be the person appointed by the Procuring Entity to act as the Project Manager for the Contract and named in the Particular Conditions of Contract, or another person appointed from time to time by the Procuring Entity and notified to the Contractor.

w. "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

The Contract shall be interpreted per the laws of Nigeria.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address specified in the SCC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Nigeria or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials specified in the SCC.

1.7 Inspection and Audit by the BPP

Under paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and sub-consultants to permit, BPP and/or persons appointed by 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 BPP. The Service Provider's and its Subcontractors' and Subconsultants' attention are drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of BPP's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under BPP's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.

2.2 Commencement of Services

2.3 Program

2.4 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

2.5 Intended Completion Date

Unless terminated earlier under Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.6 Modification

2.6.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.6.2 Value Engineering

The Service Provider 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, if applicable) 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 lifecycle costs to the Procuring Entity; or

c) improves the quality, efficiency, safety, or sustainability of the services; or

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

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 Service Provider 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 lifecycle costs due to any benefit described in

(a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.7 Force Majeure

2.7.1 Definition

For this Contract, “Force Majeure” means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care, and reasonable alternative

Measures to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.7.4 Extension of Time

Any period within which a Party shall, under this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of

Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the Services and in reactivating the Service after the end of such period.

2.8 Termination

2.8.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;

b) If the Service Provider becomes insolvent or bankrupt;

c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for not less than sixty (60) days; or

d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.8.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

a) If the Procuring Entity fails to pay any monies due to the Service Provider under this Contract and is not subject to dispute under Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for not less than sixty (60) days.

2.8.3 Payment upon Termination

Upon termination of this Contract under Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

a) remuneration under Clause 6 for Services satisfactorily performed before the effective date of termination;

b) except in the case of termination under paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services per the Specifications and the Activity Schedule, carry out its obligations with all due diligence, efficiency, and economy, per generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider under Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities under this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a) During the term of this Contract, any business or professional activities in Nigeria which would conflict with the activities assigned to them under this Contract;

b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees on active duty or on any type of leave, to perform any activity under this Contract;

c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.2.4 Assignment

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

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract,

disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

a) enteringintoasubcontractfortheperformanceofanypartoftheServices,

b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

c) changing the Program of activities; and

d) any other action that may be specified in the SCC.

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix Bin the form, in the numbers, and within the periods outlined in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider per Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in the case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider 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.

3.11 Sustainable Procurement

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

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed-on job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Procuring Entity

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider with such assistance and exemptions as specified in the SCC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law concerning taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments per Sub-Clauses 2.4 and 6.3.

6.1.1 Where the contract price is different from the corrected tender price, to ensure the contract is not paid less or more relative to the contract price (which would be the tender price), any part payment valuation and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be

6.1.2 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)/tenderpriceX100.

6.2 Contract Price

a) The price payable is outlined in the SCC.

b) No price will be payable in foreign currency.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 to determine the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 If the SCC so specifies, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the advance payment (Advance for Mobilization, Materials, and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider has submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

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

$P_C = A_C + B_c \, Lmc/Loc + C_C \, Imc/Ioc$

Where:

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

A_C, B_C, and C_C are coefficients specified in the SCC, representing: A_C the non-adjustable portion; B_C the adjustable portion relative to labor costs and C_C the adjustable portion for other inputs, of the Contract Price payable in that specific

currency “c”; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before the Tender opening for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before the Tender opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of Nigeria Naira of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

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

6.7 Dayworks

6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as indicated in the SCC. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. The Defect Liability Period is as defined in the SCC.

7.2 Correction of Defects, and Lack of Performance Penalty

a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as the Defects remain to be corrected.

b) Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.

c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, and the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Contractor's Claims

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contract to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full Supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

a) This fully detailed claim shall be considered interim;

b) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and

c) The Contractor shall send a final claim within 28 days after the end of the effects

resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars but shall never the less give his response on the principles of the claim within the above defined period.

8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed per Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) per Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be titled to payment for such part of the claim as he has been able to substantiate.

8.1.9 If the Project Manager does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration per Sub-Clause 8.2 [Matters that may be referred to arbitration].

8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause with any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub- Clause.

8.2 Matters that may be referred to arbitration

8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:

a) The appointment of a replacement Project Manager upon the said person ceasing to act.

b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.

c) Whether or not a certificate has been improperly withheld or is not per these Conditions.

d) Value of a payment Certificate

e) Any dispute arising in respect of war risks or war damage.

f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract unless

the Procuring Entity and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of the arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction per Sub-Clause 8.1 above should move to commence arbitration after the fifty- sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably per Sub-Clause 8.3 shall be finally settled by arbitration. The arbitration shall be conducted per the Arbitration Laws of Nigeria.

8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion, or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.4.3 Party shall be limited in the proceedings before the arbitrators to the evidence, or the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.5 Arbitration may be commenced before or after the completion of the services. The obligations of the Parties and the Project Manager shall not be altered because of any arbitration being conducted during the progress of the services.

8.4.6 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.

8.5 Arbitration with proceedings

8.5.1 In the event 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 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 the applying party, by the Chairman or Vice Chairman of;

The African Regional Centre for International Commercial Arbitration, Lagos, Nigeria

8.5.2 The place of arbitration shall be a location in Nigeria specified in the SCC, and the arbitration shall be conducted in the language for communications defined in Sub-Clause1.4 [Law and Language].

8.5.3 The arbitration may be on the construction of this Contract or any matter or thing of whatsoever nature arising thereunder or in connection therewith, including

any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions or the rights and liabilities of the parties after the termination of Contract.

8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

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

8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests, 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 certificate.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement, or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

8.5.8 The award of such Arbitrator shall be final and binding upon the parties.

8.6 Failure to Comply with Arbitrator's Decision

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

9. The Adjudicator

9.1. Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning per the provisions of the Contract, a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

9.2 The Adjudicator shall be paid by the hour at the rate specified in the TDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within twenty-eight (28) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

SECTION VII: 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.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is
1.1(w)	Project Manager is
1.1(e)	The Contract Name is
1.1(h)	The Procuring Entity is
1.1(m)	The Member in Charge is
1.1(p)	The Service Provider is
1.4	The addresses are: Procuring Entity: Attention: Telex: Service Provider: Attention: Email Address:
1.6	The Authorized Representatives are For the Procuring Entity: For the Service Provider:
2.1	The Contract Effective date is:
2.2.2	The Starting Date for the Commencement of Services is:
2.3	The Intended Completion Date is:
2.4.1	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohibited after the termination of this Contract are:
3.4	The risks and coverage by insurance shall be: Third-Party motor vehicle: Third-party liability: Procuring Entity's liability and workers' compensation: Loss or damage to equipment and property:
3.5(d)	The other actions are:
3.7	Restrictions on the use of documents prepared by the Service Provider are:
3.8.1	The liquidated damages rate is _____ per day The maximum amount of liquidated damages for the whole contract is ___ percent of the final Contract Price.
6.2(a)	The amount in Nigeria Naira _____
6.3.2	The performance incentive paid to the Service Provider shall be:
6.4	Payments shall be made according to the following schedule:
6.5	Payment shall be made within ____ days of receipt of the invoice and the relevant

	documents specified in Sub-Clause 6.4, and within ___ days in the case of the final payment. The interest rate is:
6.6.1	Price adjustment is _____ per Sub-Clause 6.6. The coefficients for adjustment of prices are: For local currency: For foreign currency:
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: The Defects Liability Period is:
8.5	The rules of procedure for arbitration proceedings under GCC Clause 8.5 shall be as follows: GCC 8.5 - Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the Rules issued under the Arbitration & Conciliation Act CAP A18 LFN 2004 or a similar law in force in Nigeria. The Venue of Arbitration shall be [ ] in Nigeria.
9.1	The designated Appointing Authority for a new Adjudicator is:
9.2	The Adjudicator is _____. Who will be paid a rate of _____ per hour of work? The following reimbursable expenses are recognized:

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.

- APPENDIX A: Description of the Services
- APPENDIX B: Schedule of Payments and Reporting Requirements
- APPENDIX C: Subcontractors
- APPENDIX D: Breakdown of Contract Price
- APPENDIX E: Services and Facilities Provided by the Procuring Entity