Standard Bidding Document

Procurement of Services (Maintenance – Time & Materials)

Bid Number: Insert No.

Forms

Bureau of Public Procurement (January 2023)

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TENDERING FORMS

FORM: FORM OF TENDER

INSTRUCTIONS TO TENDERERS

i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*

ii) *All italicized text is to help Tenderer in preparing this form.*

iii) *Tenderer must complete and sign and* TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, *CERTIFICATE OF INDEPENDENT TENDER DETERMINATION, and the SELF DECLARATION OF THE TENDERER,* all *attached to this Form of Tender.*

(iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*

a) *Tenderer's Eligibility-Confidential Business Questionnaire*

a) *Certificate of Independent Tender Determination*

c) *Self-Declaration of the Tenderer.*

Date of this Tender submission: [*insert date (as day, month, and year) of*

Tender submission] **ITT No.:**.....*[insert number of*

ITT process]

Alternative No.:..... *[insert identification No if this is a Tender for an alternative]*

To: ..... *[insert complete name of Procuring Entity]*

a) **No reservations:** We have examined and have no reservations about the tendering document, including Addenda issued per ITT 9;

b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest per ITT 4;

c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on the execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Nigeria per ITT 4.7;

d) **Conformity:** We offer to provide the Maintenance services in conformity with the tendering document of the following: *[insert a brief description of the Maintenance services];*

e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below, is: *[Insert one of the options below as appropriate]*

Option 1, In case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];*

Or

Option 2, in case of multiple lots: (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

f) **Discounts:** The discounts offered and the methodology for their application are:

i) The discounts offered are: *[Specify in detail each discount offered.]*

ii) The exact method of calculations to determine the net price after the application of discounts is shown below: [*Specify in detail the method that shall be used to apply the*

discounts];

g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

h) **Performance Security:** If our Tender is accepted, we commit to obtaining Performance Security per the tendering document;

i) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted per ITT 14;

j) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the BPP. Further, we are not ineligible under Nigeria's official regulations or a decision of the United Nations Security Council;

k) **State-owned enterprise or institution**: *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution]/[We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*

l) **Commissions, gratuities, and fees**: We have paid, or will pay the following commissions, gratuities, or fees concerning the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

m) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to the Standstill Period as described in this tendering document and the Procurement Regulations.

n) **Binding Contract**: We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us until a formal contract is prepared and executed;

o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender, or any other Tender that you may receive; and

p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

q) **Collusive practices**: We hereby certify and confirm that the tender is genuine, non-collusive, and made intending to accept the contract if awarded. To this effect, we have signed the "Certificate of Independent tender Determination" attached below.

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

s) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

   a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.

b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.

c) Self-Declaration of the Tenderer- to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **"Appendix 1- Fraud and Corruption**" is attached to the Form of Tender.

Name of the Tenderer:*.....*[insert complete name of the person signing the Tender]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:.....**[insert complete name of the person duly authorized to sign the Tender]*

Title of the person signing the Tender:..... *[insert complete title of the person signing the Tender]*

Signature of the person named above:.....*[insert signature of the person whose name and capacity are shown above]* **Date signed**.....*[insert date of signing]* **day of**.....*[insert month], [insert year]*

FORM: TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

The Tenderer is instructed to complete the particulars required in this Form, *one form for each entity if the Tenderer is a JV*. The Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	Item	**Description**
1	**Name of the Procuring Entity**	
2	**Reference Number of the Tender**	
3	**Date and Time of Tender Opening**	
4	**Name of the Tenderer**	
5	**Full Address and Contact Details of the Tenderer**	
6	**Current Trade License Registration and Expiring Date**	
7	**Name, Country, and Full Address of Registering Body/Agency**	
8	**Description of the Nature of Business**	
9	**The maximum value of the business that the Tenderer handles**	
10	**State if Tenderer's Company is listed in a stock exchange, if so, then state the stock exchange and its full name and address**	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full_____ Age_____

Nationality_____ Country of Origin_____

Citizenship _____

c) **Partnership,** provide the following details

	Names of Partners	Nationality	Citizenship	% of Shares Owned
1				
2				
3				

d) **Registered Company,** provide the following details.

i) Private or Public Company _____

ii) State the nominal and issued capital of the Company:-

Nominal Nigeria Naira (Equivalent)_____

Issued Nigeria Naira (Equivalent)_____

iii) Give details of Directors as follows.

e)

	Names of Directors	Nationality	Citizenship	% of Shares Owned
1				
2				
3				

(e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in..... (*Name of Procuring Entity)* who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Name of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type **of Conflict**	**Disclosure YES OR NO**	**If YES provide details of the relationship with Tenderer**
1	Tenderer directly or indirectly Controls, or is controlled by or is under common control with, another		

	tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, which puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	The Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract Specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a a professional staff of the Procuring The entity that is directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a a professional staff of the Procuring Entity that would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such a relationship stated in items 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

On behalf of the Tenderer, I certify that the information given above is complete, current, and accurate as of the date of submission.

_____ _____

Signature Date

FORM: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the_____ *[Name of Procuring Entity]* for: *[Name and number of tender]* in response to the request for tenders made by: *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of [Name of Tenderer] that:

1. I have read and understood the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with the authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) Has been requested to submit a Tender in response to this request for tenders;

   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities, or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:

   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement, or arrangement with, any competitor;

   b) The Tenderer has entered into consultations, communications, agreements, or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:

   a) prices;

   b) methods, factors, or formulas used to calculate prices;

   c) the intention or decision to submit, or not to submit, a tender; or
   d) the submission of a tender that does not meet the specifications of the request for Tenders; except as specifically disclosed under paragraph (5) (b) above;

7. In addition, there has been no consultation, communication, agreement, or arrangement with any competitor regarding the quality, quantity, specifications, or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed under paragraph (5) (b) above;

8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, before the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed under paragraph (5) (b) above.

Name_____

Title_____

Date _____

[Name, title, and signature of the authorized agent of Tenderer and Date]

FORM: SD1

SELF-DECLARATION THAT THE PERSON/CONTRACTOR IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT ACT 2007 AS AMENDED.

I, ……., of Post Office Box …….……. being a resident of …….. in the Republic of ……. do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ……...…….. *(Insert the name of the Company)* who is a Contractor in respect of **Tender No.**

   …….. for ……. *(Insert tender title/description)* for ……. *(Insert the name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Contractor, its directors, and subcontractors have not been debarred from participating in procurement proceedings under the Act.
3. That the Tenderer is not in receivership, the subject of any form of winding up petition or proceedings.
4. That no Officer of the Nigerian Bureau of Public Procurement (BPP) or the Procuring Entity is a former or present Partner, Director, Shareholder, or has any pecuniary interest in the Tenderer and or in this Tender.
5. That (a)no director/partner (s) in the Tenderer has been convicted for any criminal offence in relation to fraud or financial impropriety or criminal misrepresentation or falsification of facts by any court in Nigeria or elsewhere or (b) no director or former director, partner or shareholder of the firm had previously been convicted for a criminal offence relating to fraud, financial impropriety or criminal misrepresentation. [Choose between (a) & (b) and delete the other).
6. That all the information presented in this Tender is true and correct in all particulars.
7. That I make this Oath in good faith conscientiously believing the content to be true and correct to the best of my knowledge, and per the provisions of the Oath Act, LFN 2004. [if sworn to in another country insert oaths law in that jurisdiction].

…….

Deponent

Sworn to at the _____Registry, _____

This___ day of _____, 2022.

BEFORE ME

COMMISSIONER FOR OATHS/NOTARY PUBLIC

FORM: SD2

SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,..... of P. O. Box.....being a resident of.....in the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... ..... *(insert name of the Company)* who is a Bidder in respect of **Tender No**..... for …….. *(insert tender title/description)* for ……*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants, and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff, and/or employees and/or agents of ……..*(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants, and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff, and/or employees and/or agents of……..*(name of the procuring entity).*

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

……	…….....……	…….....……
(Title)	(Signature)	(Date)

Bidder's Official Stamp

FORM: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I……. (person) on behalf of ***(Name of the Business/Company/Firm***)…....……declare that I have read and fully understood the contents of Nigeria's Public Procurement & Asset Disposal law, Regulations, and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory…….....……

Sign…….....

Position…….....……

Office address…….....…… Telephone……..

E-mail…….....……

Name of the Firm/Company…….....……

Date…….....……

(Company Seal/ Rubber Stamp where applicable)

Witness

Name…….....……

Sign…….....……

Date…….....……
…

APPENDIX 1: FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

The Nigeria Government's Anti-Corruption and Economic Crime laws and their sanction policies and procedures, Public Procurement act 2007 as amended and its Regulation, and other Nigerian Laws or Regulations related to Fraud and Corruption, and similar offences, shall apply to Public Procurement Processes and Contracts that are governed by the laws of Nigeria.

2. Requirements

The Nigeria Government requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors, and Suppliers; any Sub-contractors, Sub-consultants, Service providers, or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Nigeria's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Nigeria's laws and Regulations as per paragraphs 1.1 above.

Nigeria's public procurement and asset disposal law describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive, or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Nigeria's policy of no tolerance for such practices and behavior:

1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive, or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;

3) Without limiting the generality of the subsection (1) and (2), the person shall be:-

   a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or

   b) if a contract has already been entered into with the person, the contract shall be voidable;

4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest concerning a procurement:-

   a) Shall not take part in the procurement proceedings;

   b) Shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

   c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontract or appointed shall meet all the requirements of this Act.

6) An employee, agent, or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

7) If a person contravenes subsection (1) concerning a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Nigeria's laws, regulations, and policies referred to above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, the terms set forth below are as follows:

   i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) "obstructive practice" is:

- deliberately destroying, falsifying, altering, or concealing evidence material to the investigation or making false statements to investigators to materially impede the investigation by the Bureau of Public Procurement (BPP) or any other appropriate authority appointed by the Nigeria Government into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- acts intended to materially impede the exercise of the BPP's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

(b) Defines more specifically, per the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers before or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award[1] of a contract if BPP determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers, and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Under Nigeria's above-stated Laws and Regulations, the BPP may sanction or debar or recommend to the appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the BPP or any other appropriate authority appointed by Nigeria Government to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the BPP or any other appropriate authority appointed by Nigeria Government; and

f) Applicants/Tenderers are required to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

---

[1] *For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.*

[2] *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data, and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits, and obtaining third party verification of information.*

FORM: TENDERER INFORMATION

[The Tenderer shall fill in this Form per the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month, and year) of Tender submission].

ITT No.:_____*[insert number of Tendering process]*

Alternative No.:_____*[insert identification No if this is a Tender for an alternative]*

FORM: TENDERER'S JV MEMBERS' INFORMATION

[The Tenderer shall fill in this Form per the instructions indicated below. The following table shall be filled in for the Tenderer and each member of a Joint Venture]].

Date..... *[insert date (as day, month, and year) of Tender submission]*

ITT No.: ..... *[insert number of Tendering process]*

Alternative No.:..... *[insert identification No if this is a Tender for an alternative]*

Bidder's name
In the case of a Joint Venture (JV), the name of each member:
Bidder's actual or intended country of registration: *[indicate the country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in the country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of the original documents of ☐ **Certificates and** Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, per ITT 4.3. ☐ **Current Audited Financial Statements(three years)** ☐ In case of JV, letter of intent to form JV or JV agreement, per ITT 4.1. ☐ In case of Government-owned enterprise or institution, per ITT 4.5 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not a dependent agency of the Employer 2. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership.

FORM: TENDER SECURITY - DEMAND BANK GUARANTEE

Beneficiary: Insert Beneficiary name

ITT No: Insert ITT number

Date: Insert Date

Tender Guarantee No.: Insert Tender Guarantee number

Guarantor: Insert Guarantor name

1. We have been informed that Insert Applicant name (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of under Request for Tender No. Insert ITT number ("the ITT").

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender Guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Insert Amount in both words and parenthetical digits, e.g., "one (1)" upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separately signed document accompanying or identifying the demand, stating that either the Applicant:

   - has withdrawn its Tender during the period of Tender validity outlined in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
   - having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This Guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight (28) days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this Guarantee must be received by us at the office indicated above on or before that date.

_____

Signature(s)

FORM: TENDER SECURITY (TENDER BOND)

The Surety shall fill in this Tender Bond Form per the instructions indicated.

BOND NO. Insert Bond number

1. BY THIS BOND, Insert name of Tenderer as Principal (hereinafter called "the Principal"), and Insert name, legal title, and address of surety, authorized to transact business in Nigeria, as Surety (hereinafter called "the Surety"), are held and firmly bound unto Insert name of Procuring Entity as Obligee (hereinafter called "the Procuring Entity") in the sum of Insert amount of Bond in both words and parenthetical digits, e.g., "one (1)", with the amount denominated in Nigeria Naira or the equivalent amount in a freely convertible currency, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Principal has submitted, or will submit, a written Tender to the Procuring Entity dated the Insert numeric day, e.g., "1st" day of Insert month, Insert year, for the supply of Insert name/description of Contract (hereinafter called the "Tender").

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal;

      (i) failing to execute the Contract agreement; or

      (ii) has failed to furnish the Performance Security, per the Instructions to Tenderers ("ITT") of the Procuring Entity's Tender Form,

   then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date thirty (30) days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.

5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this Insert numeric day, e.g., "1st" day of Insert numeric day, e.g., "1st", Insert numeric day, e.g., "1st".

FORM: TENDER-SECURING DECLARATION

The Tenderer shall complete this Form per the instructions indicated

Date: Insert date (as day, month, and year) of Tender Submission

Tender No: Insert number of Tender

To: Insert name of Procuring Entity

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of Insert number of months or years starting on Insert date, if we are in breach of our obligation(s) under the Tender conditions, because we (a) have withdrawn our Tender during the Tender Validity Period specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Tender by the Purchaser during the Tender Validity Period, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, per the Instructions To Tenderers (ITT).

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:

    a) our receipt of a copy of your notification of the name of the successful Tenderer; or

    b) thirty (30) days after the expiration of our Tender.

4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the Tender, and the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

_____

Title: Insert Title

Name: Insert Name

Duly authorized to sign the bid for and on behalf of: Insert complete name of Tenderer.

Dated: Insert date as day, month, and year of signing

Seal or stamp

FORM: FOREIGN TENDERER'S 40% RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

Item	Description of Work Item	Describe the location of the source	Cost in Naira	Comments, if any
A	Local Labor			
B	Sub contracts from Local sources			
	Name of owner			
	Address of owner			
	Total Cost Local Content			
	Percentage of Contract Price			

FORM: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate the source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental/lease/manufacture agreements specific to the project	

FORM: PER - 1

Tenderer's/Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using Form PER-2 below for each candidate.

Tenderer's/Contractor's Representative and Key Personnel.

1.	**Title of position:** Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected schedule for this position:	[*insert the expected schedule for this position (e.g. attach high-level Gantt chart*]
2.	**Title of position:** *[Environmental Specialist]*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected schedule for this position:	[*insert the expected schedule for this position (e.g. attach high-level Gantt chart*]
3.	**Title of position:** *[Health and Safety Specialist]*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected schedule for this position:	[*insert the expected schedule for this position (e.g. attach high-level Gantt chart*]
4.	**Title of position:** *[Social Specialist]*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected schedule for this position:	[*insert the expected schedule for this position (e.g. attach high-level Gantt chart*]
5.	**Title of position: Sexual Exploitation, Abuse, and Harassment Expert** *[Where Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse, and sexual harassment cases]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]

	Expected schedule for this position:	[*insert the expected schedule for this position (e.g. attach high-level Gantt chart*]
6.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected schedule for this position:	[*insert the expected schedule for this position (e.g. attach high-level Gantt chart*]

FORM: PER - 2

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Bidder

Position [*#1*]: [*title of position from Form PER-1*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency:*[language and levels of speaking, reading, and writing skills]*	
details		
	Address of employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present employer:**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	**Role**	**Duration of involvement**	**Relevant experience**
[main project details]	*[role and responsibilities on the project]*	*[time in the role]*	*[describe the experience relevant to this position]*

Declaration

I, the undersigned..... *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	**Details**
Commitment to the duration of the contract:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

a) be taken into consideration during Tender evaluation;

b) result in my disqualification from participating in the Tender;

c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel:_____[*insert name*]

Signature:_____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature:_____

Date: (day month year): _____

FORM: ELI - 1.1

Bidder Information Form

Date: _____
ICB No. and title: _____
Page _____of _____pages

Bidder's name
In the case of a Joint Venture (JV), the name of each member:
Bidder's actual or intended country of registration: *[indicate the country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in the country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of the original documents of ☐ **Certificate and** Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, per ITT 4.3. ☐ **Current audited financial Statement(three years)** ☐ In case of JV, letter of intent to form JV or JV agreement, per ITT 4.1. ☐ In case of Government-owned enterprise or institution, per ITT 4.5 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not a dependent agency of the Employer 2. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership. **If no pre-qualification has occurred, the Tenderer shall provide;** **For Nigerian and Foreign Tenders** (i) Certificate & Articles of registration of the company. (ii) Current Audited Financial Statements (3 years). (iii) Valid Professional certifications and permits if applicable. **Additional Documents for Nigerian Tenderers** (iii) Current PENCOM Certificate (iv) Evidence of NSITF Contributions (v) Certificate of Registration with BPP (vi) Current Tax Clearance Certificate

FORM: ELI - 1.2

Bidder's JV Information Form

(to be completed for each member of Bidder's JV)

Date: _____
ICB No. and title: _____
Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of the constitution:
JV member's legal address in the country of the constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of the original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, per ITT 4.3. ☐ In the case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation per commercial law, and absence of dependent status, per ITT 4.5. 2. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership.

FORM: CON – 2

Historical Contract Non-Performance, Pending Litigation, and Litigation History

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB No. and title: _____
Page _____of _____pages

Non-Performed Contracts per Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]* ☐ Contract(s) not performed since 1st January *[insert year]*			
Year	**Non-performed portion of the contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate, and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, per Section III, Evaluation and Qualification Criteria			
☐ No pending litigation ☐ Pending litigation			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), USD Equivalent (exchange rate)**
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ The party who initiated the dispute: ____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: The party who initiated the dispute: Status of dispute:	

Litigation History per Section III, Evaluation and Qualification Criteria			
☐ No Litigation History ☐ Litigation History			
Year of award	**The outcome as a percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), USD Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* The party who initiated the dispute: *[indicate "Employer" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

FORM: CON – 3

Environmental and Social (ES) Performance Declaration

[The following table shall be filled in for the Bidder, each member of a Joint Venture, and each Specialized Subcontractor]

Bidder's Name: ***[insert full name]***
Date: ***[insert day, month, year]***
Joint Venture Member's or Specialized Subcontractor's Name: ***[insert full name]***
ICB No. and title: ***[insert ICB number and title]***
Page ***[insert page number]*** **of** ***[insert total number]*** **pages**

Environmental and Social (ES) Performance Declaration per Section III, Qualification Criteria and Requirements			
☐ **No suspension or termination of the contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section III Evaluation and Qualification Criteria Sub-Factor 2.5. ☐ **Declaration of suspension or termination of the contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in Section III Evaluation and Qualification Criteria Sub-Factor 2.5. Details are described below:			
Year	**Suspended or terminated portion of the contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate, and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s)]*	*[insert amount]*
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s)]*	*[insert amount]*
…	…	*[list all applicable contracts]*	…
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate, and

		US$ equivalent)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s)]*	*[insert amount]*

FORM: CON – 4

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in for the Bidder, each member of a Joint Venture, and each Subcontractor]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Subcontractor's Name: *[insert full name]*
ICB No. and title: *[insert ICB number and title]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration **per Section III, Qualification Criteria, and Requirements**
We: ☐ (a) have not been subject to disqualification by the Procuring Entity for non-compliance with SEA/ SH obligations ☐ (b) are subject to disqualification by the Procuring Entity for non-compliance with SEA/ SH obligations ☐ (c) had been subject to disqualification by the Procuring Entity for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. ☐ (d) had been subject to disqualification by the Procuring Entity for non-compliance with SEA/ SH obligations for two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations. ☐ (e) had been subject to disqualification by the Procuring Entity for non-compliance with SEA/ SH obligations for two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _____ To: _____
If previously provided on another Procuring Entity works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (**as per (d) above)** Name of Employer: _____ Name of Project: _____ Contract description: _____ A brief summary of evidence provided: _____ _____ Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above)** *[attach details as appropriate]*.

FORM: FIN – 3.1

Financial Situation and Performance

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB No. and title: _____
Page _____of _____pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _____*years*, _____ (amount in currency, currency, exchange rate*, USD equivalent)**				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	**Source of finance**	**Amount (US$ equivalent)**
1		
2		

3		

Financial documents

The Tenderer and its parties shall provide copies of financial statements for_____years under Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

a) reflect the financial situation of the Tenderer or in the case of a JV member, and not an affiliated entity (such as parent company or group member).

b) Be independently audited or certified per local legislation.

c) Be complete, including all notes to the financial statements.

d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements[2] for the_____years required above; and complying with the requirements

FORM: FIN – 3.2

Average Annual Construction Turnover

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB No. and title: _____
Page _____of _____pages

	Annual turnover data (construction only)		
Year	**Amount** **Currency**	**Exchange rate**	**USD equivalent**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

FORM: FIN – 3.3

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III (Evaluation and Qualification Criteria)

Financial Resources		
No.	**Source of financing**	**Amount (US$ equivalent)**
1		
2		
3		

FORM: FIN – 3.4

Current Contract Commitments / Works in Progress

Bidders and each member of a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	**Name of Contract**	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [Current US$ Equivalent]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [US$/month)]**
1					
2					
3					
4					
5					

FORM: EXP - 4.1

General Non-Consulting Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB No. and title: _____
Page _____of _____pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

FORM: EXP - 4.2(a)

Specific Non-Consulting Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB No. and title: _____
Page _____of _____pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			US$	
If a member in a JV or sub-contractor, specify participation in the total Contract amount				
Employer's Name:				
Address: Telephone/fax number E-mail:				

FORM: EXP - 4.2(a) (cont.)

Specific Non-Consulting Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity per Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

FORM: EXP - 4.2(b)

Non-Consulting Contract Management Experience in Key Activities

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Sub-contractor's Name[1] (as per ITT 34.2 and 34.3): _____
ICB No. and title: _____

Page _____of _____pages

All sub-contractors for key activities must complete the information in this form as per ITT 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			US$	
Quantity (Volume, number, or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				
Address: Telephone/fax number E-mail:				

2. Activity No. Two

[1] If applicable

	Information
Description of the key activities per Sub-Factor 4.2(b) of Section III:	

FORM: EXP - 4.2 (c)

Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
ICB No. and title: *[insert ICB number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			US$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

FORM: SCHEDULE

[The Tenderer shall fill in these Forms per the instructions indicated. The list of line items in column1of the ***Activity Schedules*** *shall coincide with the List of Maintenance services specified in the Procuring Entity's Requirements.]*

FORM: WORK SCHEDULES AND SPECIFICATIONS

FORM: The Specifications and Priced Activity Schedules

Date: _____

ITT No.: _____

Alternative No.: _____

Service Line / Package	Description of Services	Units	Delivery Date	Quantity and Physical Unit	Unit Price	Total Price per Service
(insert number of the Service)	(insert name and full description of the services required)	(insert number of such services required)	(insert delivery date or place of final destination per service)	(insert number of units)	(insert unit price per unit)	(insert total price per unit)

FORM: Method Statement

[Procuring Entity shall provide main features of the expected method of carrying out the contract, including indicating the material, personnel, and equipment inputs].

FORM: TIME SCHEDULE

(to be used by Tenderer when alternative Time for Completion is invited in ITT 14.2)

FORM: NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

For the attention of Tenderer's Authorized Representative

Name:.....*[insert Authorized Representative's name]*

Address:.....*[insert Authorized Representative's Address]*

Telephone numbers:.....*[insert Authorized Representative's telephone/fax numbers]*

Email Address:.....*[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATEOFTRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Procuring Entity:.....*[insert the name of the Procuring Entity]*

Contract title:.....*[insert the name of the contract]*

ITT No:.....*[insert ITT reference number from Procurement Plan]*.

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) Request a debriefing concerning the evaluation of your Tender, and/or

b) Submit a Procurement-related Complaint concerning the decision to award the contract.

The successful Tenderer

Name:	Insert the name of the successful Tenderer
Address:	Insert the address of the successful Tenderer
Contract price:	Insert the contract price of the successful Tenderer

1. **Other Tenderers** ***[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]***

2

S/No.	Name of Tender	Tender Price as Read Out	Tender's Evaluated Price (Note a)	One Reason Why Not Evaluated

3 *(Note a) State NE if not evaluated*

1. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing concerning the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, and contact details; and address the request for debriefing as follows:

Attention:.....*[insert full name of the person, if applicable]*

Title/Position:.....*[insert title/position]*

Agency: .....*[insert name of Procuring Entity]*

Email address:.....*[insert email address]*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, by video conference call, or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

2. How to make a complaint

Period: Procurement-related Complaints challenging the decision to award shall be submitted by [*insert date and time*].

Provide the contract name, reference number, name of the Tenderer, and contact details; and address the Procurement-related Complaint as follows:

Attention:..... *[insert full name of the person, if applicable]*

Title/Position:.....*[insert title/position]*

Agency:..... *[insert name of Procuring Entity]*

Email address:..... *[insert email address]*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

1. You must be an "interested party". In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be
refundable (information available from the Nigerian Government website.

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/Position: _____

_____

Telephone: _____

Email: _____

FORM: NOTIFICATION OF AWARD FORM OF ACCEPTANCE

[Form head paper of the Procuring Entity] [date]

To:.....*[name and address of the Service Provider]*

This is to notify you that your Tender dated *[date]* for the execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified per the Instructions to Tenderers are hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days per the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature: Name and Title of

Signatory: Name of Agency:

Attachment: Contract

FORM: FORM OF CONTRACT

[Form head paper of the Procuring Entity]

TIME AND MATERIALS REMUNERATION

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (hereinafter called the "Procuring Entity") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

[***Note**: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consists of more than one entity, the above should be partially amended to read as follows:*"… (hereinafter called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the "Service Provider").]

WHEREAS

a) the Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, personnel, and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

   a) The Form of Acceptance;

   b) The Service Provider's Tender

   c) The Special Conditions of the Contract;

   d) The General Conditions of the Contract;

   e) The Specifications and the Priced Activity Schedule; and

   f) The following Appendices: *[**Note**: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

   Appendix A: Description of the Services

   Appendix B: Schedule of Payments

   Appendix C: Subcontractors Appendix

   D: Breakdown of Contract Price

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:

   a) The Service Provider shall carry out the Services per the provisions of the Contract; and

   b) The Procuring Entity shall make payments to the Service Provider per the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and on behalf of *[name of Procuring*

_____

Entity] [Authorized Representative]

For and on behalf of *[name of Service*

_____

Provider] [Authorized Representative]

*[**Note**: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

_____

[name of member]

[Authorized Representative]

_____

[name of member]

[Authorized Representative]

FORM: FORM OF TENDER SECURITY (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form per the instructions indicated.] [Guarantor

Form head or SWIFT identifier code]

Beneficiary: *[Procuring Entity to insert its name and address]*

ITT No.: *[Procuring Entity to insert reference number for the Request for*

Tenders] **Alternative No***.: [Insert identification No if this is a Tender for an*

alternative] **Date:** *[Insert date of issue]*

TENDER GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated in the Form head]*

We have been informed that_____*[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of_____under Request for Tenders No._____ ("the ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto providedbytheApplicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, per the the the the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary concerning such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORM: TENDER SECURITY (TENDER BOND)

[The Surety shall fill in this Tender Bond Form per the instructions indicated.] BOND NO._____

BY THIS BOND *[name of Tenderer]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety]*, **authorized to transact business in Nigeria**, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (hereinafter called "the Procuring Entity") in the sum of *[amount of Bond] [amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the _____day of, 20__, for the supply of *[name of Contract]* (hereinafter called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Form of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failing to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, per the Instructions to Tenderers ("ITT") of the Procuring Entity's tendering document.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set for thin the Principal's Form of Tender or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in the irrespective names this day of_____20.

Principal:_____
Corporate Seal (where appropriate)

_____
(Signature)

(Printed name and title)

Surety:_____

_____
(Signature)

(Printed name and title)

FORM: TENDER-SECURING DECLARATION

[The Tenderer shall fill in this Form per the instructions indicated.]

Date: *[date (as day, month, and year)]*

ITT No.: *[number of Tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[complete name of Procuring Entity]* We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.
We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of *[number of months or years]* starting on *[date]* if we are in breach of our obligation(s) under the Tender conditions because we:

a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or

b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
(i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, per the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer***** Name of the person duly authorized to sign the Tender on

behalf of the Tenderer******_____ Title of

the person signing the Tender_____

Signature of the person named above_____

The date signed_____day of,_____

*****: In the case of the Tender submitted by the joint venture specify the name of the Joint Venture as Tenderer

**: The person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: In the case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members of the Joint Venture that submits the Tender.

CONTRACT FORMS

APPENDIX A: Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

APPENDIX B: Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

APPENDIX C: Subcontractors

The list under C-1 List of approved Subcontractors (if already available); same information concerning their Personnel as in C-1.

APPENDIX D: Breakdown of Contract Price

List here are the elements of cost used to arrive at the breakdown of the lump-sum price. This appendix will exclusively be used for determining remuneration for additional Services.

APPENDIX E: Services and Facilities Provided by the Procuring Entity