Standard Bidding Document

Procurement of Goods

Bid Number: 01

Forms

Bureau of Public Procurement (January 2023)

Contents

TENDERING FORMS 2

FORM OF TENDER **3**

TENDERER INFORMATION FORM **7**

TENDERER'S JV MEMBERS' INFORMATION FORM **9**

PRICE SCHEDULE FORMS **11**

Price Schedule: Goods Manufactured Outside Nigeria, to be Imported 12

Price Schedule: Goods Manufactured Outside Nigeria, already imported 12

Price Schedule: Goods Manufactured in Nigeria 15

Price and Completion Schedule - Related Services 17

FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE **0**

FORM OF TENDER SECURITY (TENDER BOND) **2**

MANUFACTURER'S AUTHORIZATION FORM **4**

CONTRACT FORMS 6

FORM No. 1. ..... **7**

FORM No. 2 ..... **11**

FORM No. 3 ..... **13**

FORM No. 4 ..... **15**

FORM No. 5 ..... **17**

FORM No. 6 ..... **19**

TENDERING FORMS

Form of Tender

Tenderer Information Form

Tenderer JV Members Information Form

Price Schedule: Goods Manufactured Outside Nigeria, to be Imported

Price Schedule: Goods Manufactured Outside Nigeria, already imported

Price Schedule: Goods Manufactured in Nigeria Price and Completion

Schedule – Related Services

Form of Tender Security – Demand Guarantee

Form of Tender Security (Tender Bond)

Form of Tender-Securing Declaration

Manufacturer's Authorization Form

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 the CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

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

Tender Name and Identification: Insert identification

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 Instructions to Tenderers (ITT 7);

b) Eligibility: We meet the eligibility requirements and have no conflict of interest per ITT 3;

c) Tender/Proposal-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 3.6;

d) Conformity: We offer to supply in conformity with the Tendering document and per the Delivery Schedules specified in the Schedule of Requirements the following Goods: Insert a brief description of the Goods and related Services;

e) Tender Price: The total price of our Tender, excluding any discounts offered in item (f) below is:

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 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (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 3.9, other than alternative Tenders submitted per ITT 12;

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 Procuring Entity. Further, we are not ineligible under the Nigeria laws or 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. (1) We are not a state-owned enterprise or institution (2) We are a state-owned enterprise or institution but meet the requirements of ITT 3.7.

l) Commissions, gratuities, 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
Name of Recipient	Address	Reason	Amount
Name of Recipient	Address	Reason	Amount
Name of Recipient	Address	Reason	Amount
Name of Recipient	Address	Reason	Amount

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

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

n) Procuring Entity Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender, or any other Tender that you may receive; and

o) 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.

(p) Code of Ethical Conduct: We undertake to adhere to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from Specify website during the procurement process and the execution of any resulting contract.

(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) 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.

d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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 Tenderer

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: Insert complete name of a 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 name of the person whose name and capacity are shown above

Date signed Insert date of signing day of Insert month, Insert year

*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as a Tenderer.

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

TENDERER INFORMATION FORM

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

Tender Name and Identification: Insert identification

Alternative No.: Insert identification No. if this is a Tender alternative

1. Tenderer's Name: Insert Tenderer's legal name
2. In the case of JV, the legal name of each member: Insert legal name of each member in JV
3. Tenderer's actual or intended country of registration: Insert actual or intended country of registration
4. Tenderer's year of registration: Insert Tenderer's year of registration
5. Tenderer's Address in the country of registration: Insert Tenderer's legal address in the country of registration
6. Tenderer's Authorized Representative Information Name: Insert Authorized Representative's name Address: Insert Authorized Representative's Address Telephone/Fax numbers: Insert Authorized Representative's telephone/fax numbers Email Address: Insert Authorized Representative's email address
7. Attached are copies of original documents of: **Note: check the box(es) of the attached original documents** ☐ Valid 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. ☐ Current audited financial statement ☐ In the case of JV, letter of intent to form JV or JV agreement, per ITT.

☐ In the case of Government-owned enterprise or institution, per ITT documents establishing:

- Legal and financial autonomy
- Operation under commercial law
- Establishing that the Tenderer is not a dependent agency of the Purchaser

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:

(i) Current PENCOM Certificate

(ii) Evidence of NSITF Contributions

(iii) Certificate of Registration with BPP

(iv) Current Tax Clearance Certificate

TENDERER'S JV MEMBERS' INFORMATION FORM

The Tenderer shall fill in this Form per the instructions indicated below. The following information shall be provided for the Tenderer and each member of a Joint Venture.

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

Tender Name and Identification: Insert identification

Alternative No.: Insert identification No. if this is a Tender alternative

1. Tenderer's Name: Insert Tenderer's legal name
2. In the case of JV, the legal name of each member: Insert legal name of each member in JV
3. Tenderer's actual or intended country of registration: Insert actual or intended country of registration
4. Tenderer's year of registration: Insert Tenderer's year of registration
5. Tenderer's Address in the country of registration: Insert Tenderer's legal address in the country of registration
6. Tenderer's Authorized Representative Information Name: Insert Authorized Representative's name Address: Insert Authorized Representative's Address Telephone/Fax numbers: Insert Authorized Representative's telephone/fax numbers Email Address: Insert Authorized Representative's email address
7. Attached are copies of original documents of: **Note: check the box(es) of the attached original documents** ☐ Valid 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. ☐ Current audited financial statement ☐ In the case of JV, letter of intent to form JV or JV agreement, per ITT.

☐ In the case of Government-owned enterprise or institution, per ITT documents establishing:

- Legal and financial autonomy
- Operation under commercial law
- Establishing that the Tenderer is not a dependent agency of the Purchaser

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:

(i) Current PENCOM Certificate

(ii) Evidence of NSITF Contributions

(iii) Certificate of Registration with BPP

(iv) Current Tax Clearance Certificate

PRICE SCHEDULE FORMS

[The Tenderer shall fill in these Price Schedule Forms per the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]

Price Schedule: Goods Manufactured Outside Nigeria, to be Imported

				(Group C bids, goods to be imported) Currencies in Nigeria Naira			Date:_____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP *[insert place of destination]* per ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Nigeria to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
[insert number of the item]	*[insert name of good]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price CIP per unit]*	*[insert total CIP price per line item]*	*[insert the corresponding price per line item]*	*[insert the total price of the line item]*
							Total Price	

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of the person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside Nigeria, already imported*

(Group C bids, Goods already imported) Date:_____

Currencies in Nigeria Naira ICB No: _____

Alternative No: _____

Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, per ITB 14.8(c)(i)	Customs Duties and Import Taxes paid per unit per ITB 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, per ITB 148 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, per ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Nigeria to convey the goods to their final destination, as specified in BDS per ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (per ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	*[insert name of Goods]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert custom duties and taxes paid per unit]*	*[insert unit price net of custom duties and import taxes]*	*[insert price per line item net of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in the Purchaser's country]*	*[insert sales and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*

Total Bid Price	

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of the person signing the Bid]* Date *[insert date]*

* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity, the Tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference between those values.]*

Price Schedule: Goods Manufactured in Nigeria

Purchaser's Country _____			(Group A and B bids) Currencies in Nigeria Naira				Date:_____ _ ICB No: _____ Alternative No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in Nigeria to convey the Goods to their final destination	Cost of local labor, raw materials, and components from the origin in Nigeria % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (per ITB 14.8(a)(ii)	Total Price per line item (Col. 6+7)
[insert number of the item]	*[insert name of Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert EXW unit price]*	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[Insert cost of local labor, raw material, and components from within the Purchase's country as a % of the EXW price per line item]*	*[insert sales and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*

Total Price	

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of the person signing the Bid]* Date *[insert date]*

Price and Completion Schedule - Related Services

Currencies in Nigeria Naira					Date:_____ __ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in Nigeria to convey the goods to their final destination)	Country of Origin	Delivery Date at a place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number of the Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at the place of final destination per Service]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert total price per item]*
				Total Bid Price		

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of the person signing the Bid]* Date *[insert date]*

FORM OF 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 OF 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".

MANUFACTURER'S AUTHORIZATION FORM

The Tenderer shall require the Manufacturer to fill in this Form per the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its Tender if indicated in the ITT and/or TDS.

Date: Insert date as day, month, and year of Tender submission

ITT No: Insert ITT number

Alternative No: Insert Identification number if this is an alternate Tender

To: Insert complete name of Procuring Entity

WHEREAS, We Insert complete name of Manufacturer, who are official manufacturers of Insert type of Goods, Works, or Technology manufactured, having factories at Insert full address of Manufacturer's factories, do hereby authorize Insert complete name of Tenderer to submit a Tender the purpose of which is to provide the following Goods, Works, or Technology manufactured by us Insert name and or brief description of the Goods, Works, or Technology, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty per the General Conditions of Contract (GCC), concerning the Goods, Works, and/or Technology offered by the above Tenderer.

_____

Signature(s) of authorized representative(s) of the Manufacturer

Name: Insert complete name of authorized representative of Manufacturer

Title: Insert Title

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

CONTRACT FORMS

FORM No. 1: Notification of Intention to Award

FORM No. 2: Notification of Award – Letter of Acceptance

FORM No. 3: Contract Agreement

FORM No. 4: Performance Security [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 5: Performance Security [Option 2– Performance Bond]

FORM No. 6: Advance Payment Security [Demand Bank Guarantee]

FORM No. 1.

This serves as Notification of Intention to Award. It should be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form below.

Summary Data

1. For the attention of Tenderer's Authorized Representative

- Name: Enter Authorized Representative's Name
- Address: Enter Authorized Representative's Address
- Telephone: Enter Authorized Representative's Telephone/Fax Numbers
- Email Address: Enter Authorized Representative's Email Address

Note: The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of Transmission: Enter the Date that this Notification is Transmitted to Tenderers

- This Notification is sent by Enter Name and Designation of person transmitting notice

3. Notification of Intention to Award

- Procuring Entity: Enter Name of Procuring Entity
- Project: Enter Name of Project
- Contract Title: Enter Contract Title
- Country: Nigeria
- Tender No.: Enter Tender Reference Number

This Notification of Intention to Award notifies you of our decision to award the above-cited Contract.

The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

1. Request a debriefing concerning the evaluation of your Tender

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

- The successful Tenderer

  - Name of successful Tender

  - Address of the successful Tender

  - The contract price of the successful Tender is Nigeria Naira

- Other Tenderers

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. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

	Name of Tender	Tender Price as Read Out	Tender's Evaluated Price	One Reason Why Not Evaluated

Note: State NE if Not Evaluated

How to request a debriefing

- Deadline: The deadline to request a debriefing expires at midnight on Click or o Enter a Date

- 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: Enter Full Name of the person, if applicable
- Title/Position: Enter Title/Position of person to contact
- Procuring Entity: Enter Name of Procuring Entity
- Email address: Enter Email Address of person to contact

- If your request for a debriefing is received within the three (3) day 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) 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, via 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) days from the date of publication of the Contract Award Notice.

3. How to make a complaint

- Period: Procurement-related Complaints challenging the decision to award shall be submitted by midnight, Enter Date, Local Time.

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

- Attention: Enter Full Name of the person, if applicable
- Title/Position: Enter Full Name of the person, if applicable
- Procuring Entity: Enter Full Name of the person, if applicable
- Email address: Enter Full Name of the person, if applicable

- 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 Procuring Entity before the Standstill Period ends.

- Further information: For more information refer to Nigerian law and its Regulations available from the Nigerian Government website. You should read these documents before preparing and submitting your Complaint.

- There are four essential requirements:

- 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.

- The Complaint can only challenge the decision to award the contract.
- You must submit the Complaint within the period stated above.
- You must include, in your Complaint, all of the information required to support your Complaint.

4. Standstill Period

- Deadline: The Standstill Period is due to end at midnight, local time, on Click or Enter a Date
- The Standstill Period lasts ten (10) days after the date of transmission of this Notification of Intention to Award.
- The Standstill Period may be extended as stated above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of Procuring Entity:

Signature:

_____

Name: Enter Name of Signing Individual

Title/Position: Enter Title/Position of Signing Individual

Telephone: Enter Telephone Number of Signing Individual

Email: Enter Email Address of Signing Individual

FORM No. 2

(Insert letterhead of the Procuring Entity)

Click or enter date

To Enter Name and Address of the Supplier/Contractor

Re: Notification of Award

This is to notify you that your Tender dated Click or enter a date for the execution of the Enter Contract Name and Identification Number, as given in the Contract Data for the Accepted Contract Amount Enter Amount in words, followed by parenthetical numbers, and Name of Currency, as corrected and modified per the Instructions to Tenderers, is hereby awarded by Enter Procuring Entity Name.

You are requested to furnish the Performance Security within thirty (30) days if and as required per the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in the Tender Document.

Authorized Signature:

_____

Name and Title of Signatory: Enter Name and Title of Signatory

Name of Procuring Entity: Enter Name of Procuring Entity

Attachment - Contract Agreement: Enter Name and Number of Contract or Agreement

(Insert letterhead of the Procuring Entity)

Click or enter date

To Enter Name and Address of the Supplier/Contractor

Re: Letter of Acceptance

This is to notify you that your Tender dated Click or enter date for the execution of the Enter Name and Address of the Supplier/Contractor for the Accepted Contract Amount Enter Name and Address of the Supplier/Contractor, as corrected and modified per the Instructions to Tenderers, is hereby accepted by Enter Name and Address of the Supplier/Contractor.

You are requested to furnish the Performance Security within thirty (30) days if and as required per the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in the Tender Document.

Authorized Signature:

_____

Name and Title of Signatory: Enter Name and Title of Signatory

Name of Procuring Entity: Enter Name and Title of Signatory

Attachment - Contract Agreement: Enter Name and Title of Signatory

FORM No. 3

THIS AGREEMENT made the Enter Contract Date as Xth day of Month, 20__, between Enter Complete Name of Procuring Entity, having its principal place of business at Enter Address of Procuring Entity, hereinafter "Procuring Entity"), and Enter Name of Supplier/Contractor, a corporation incorporated under the laws of Enter Country Name of Supplier, and having its principal place of business at Enter Address of Supplier, hereinafter "Supplier".

WHEREAS the Procuring Entity invited Tenders for certain goods and services, including Enter a Brief Description of Goods, Services, Works, and other Relevant Products, and has accepted a Tender by Supplier for the supply of those goods and services, Procuring Entity and the Supplier agree as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form, be read, and be construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

a) the Letter of Acceptance

b) the Letter of Tender

c) the Addenda Enter Specific Addenda Nos., if any

d) the Special Conditions of Contract

e) the General Conditions of Contract

f) the Specification (including Schedule of Requirements and Technical Specifications)

g) the completed Schedules (including Price Schedules)

h) any other document listed in the General Conditions of Contract as forming part of the Contract

In consideration of the payments to be made by Procuring Entity to Supplier as specified in this Agreement, Supplier hereby covenants with Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Procuring Entity hereby covenants to pay Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed per the laws of Nigeria on the day, month and year indicated above.

For and on behalf of Supplier

SIGNED ON Enter Date as Xth day of Month, 20__ on behalf of Enter Name

By Enter Name in the capacity of Enter Title, in the presence of Enter Name

_____

For and on behalf of Procuring Entity

SIGNED ON Enter Date as Xth day of Month, 20__ , on behalf of Enter Name

By Enter Name in the capacity of Enter Title, in the presence of Enter Name

_____

Note: The successful Tenderer shall fill in this form per the instructions indicated.

FORM No. 4

(Insert Guarantor letterhead or SWIFT identifier code)

Enter Beneficiary Name
Enter Beneficiary Address
Enter Date of Issue

Enter Performance Bond Reference Number
Enter Guarantor Name
Enter Guarantor Address
Enter Place of Issue

1. We have been informed that Enter Name of Contractor, hereinafter "Contractor", has entered into Contract No. Enter Contract No., dated Enter Contract Date as Xth day of Month, 20__with the Beneficiary, for the execution of Enter Name of Contract, hereinafter "Contract".

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

3. At the request of Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Enter Amount using words, not digits, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separately signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

4. This guarantee shall expire, no later than Enter Contract Date as Xth day of Month, 20__, and any demand for payment under it must be received by us at the office indicated above on or before that date.

5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed Choose Period in dropdown list, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

Enter Name of Authorized Official

_____

Signature(s)

_____

Seals/stamps

FORM No. 5

(Insert Guarantor letterhead or SWIFT identifier code)

Enter Beneficiary Name
Enter Beneficiary Address
Enter Date of Issue

Enter Performance Bond Reference Number
Enter Guarantor Name
Enter Guarantor Address
Enter Place of Issue

By this Bond Enter Name of Contractor, as Principal, hereinafter "Contractor", and Enter Name of Surety as Surety, hereinafter "Surety", are held and firmly bound unto Enter Name of Obligee as Obligee, hereinafter "Obligee", in the amount of Enter Amount using words, not digits for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS Contractor has entered into a written Agreement with Obligee dated the Enter Contract Date as Xth day of Month, 20__, for Enter Description, per the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made a part hereof and are hereinafter the "Contract".

NOW, THEREFORE, the Condition of this Obligation is such that, if Contractor shall promptly and faithfully perform the Contract, including any amendments thereto, then this Obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever Contractor shall be, and declared by Obligee to be, in default under the Contract, Obligee having performed the Obligee's obligations thereunder, Surety may promptly remedy the default, or shall promptly:

a) complete the Contract per its terms and conditions; or

b) obtain a tender or tenders from qualified Tenderers for submission to Obligee for completing the Contract per its terms and conditions, and upon a determination by Obligee and Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Obligee and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount outlined in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Obligee to the Contractor under the Contract, less the amount properly paid by Obligee to Contractor;

or

c) pay Obligee the amount required by Obligee to complete the Contract per its terms and conditions up to a total not exceeding the amount of this Bond.

Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than Obligee named herein or the heirs, executors, administrators, successors, and assigns of Obligee.

In testimony whereof, Contractor's representative has hereunto set his hand and affixed his seal, and Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this Enter Date as Xth day of Month, 20__

SIGNED ON Enter Date as Xth day of Month, 20__ on behalf of Enter Name

By Enter Name in the capacity of Enter Title, in the presence of Enter Name

_____

SIGNED ON Enter Date as Xth day of Month, 20__ on behalf of Enter Name

By Enter Name in the capacity of Enter Title, in the presence of Enter Name

_____

SIGNED ON Enter Date as Xth day of Month, 20__ on behalf of Enter Name

By Enter Name in the capacity of Enter Title, in the presence of Enter Name

_____

Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bondholder to action.

FORM No. 6

(Insert Guarantor letterhead)

Enter Beneficiary Name
Enter Beneficiary Address
Enter Date of Issue

Enter Guarantee Reference Number
Enter Guarantor Name
Enter Guarantor Address

Enter Place of Issue

1. We have been informed that Enter Name of Contractor, hereinafter "Contractor", has entered into Contract No. Enter Contract No., dated Enter Contract Date as Xth day of Month, 20__with the Beneficiary, for the execution of Enter Name of Contract, hereinafter "Contract".

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum Enter Amount using words, not digits is to be made against an advance payment guarantee.

3. At the request of Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Enter Amount using words, not digits 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 either that the Applicant:

a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or

b) has failed to repay the advance payment per the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number Insert Account Number at Insert Bank Name.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate

indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, have been certified for payment, or on the Enter Contract Date as Xth day of Month, 20__, whichever is earlier.

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

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed Choose Period in dropdown list, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

Enter Name of Authorized Official

_____

Signature(s)

_____

Seals/stamps

Notes:

The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made before the expiration date established in the guarantee.