Standard Bidding Document

Procurement of Management Information Systems (With and Without Prequalification)

Bid Number: 02

Forms

Bureau of Public Procurement (January 2023)

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TENDERING FORMS

FORM: LETTER OF BID

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Tenderer must prepare this Letter of Bid on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

Note: All italicized text is to help Tenderers in preparing this form.

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

ITT No.: Insert ITT number

Alternative No.: Insert identification No if this is a Bid for an alternative

To: Insert Procuring Entity name

(a) **No reservations:** We have examined and have no reservations about the bidding document, including Addenda issued per Instructions to Tenderers (ITT 8);

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

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

(d) **Conformity:** We offer to provide design, supply, and installation services in conformity with the bidding document of the following: Insert a brief description of the IS Design, Supply, and Installation Services

(e) Bid Price: The total price of our Bid, 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 Bid 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) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS ITT 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS ITT 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 Bid is accepted, we commit to obtaining a Performance Security per the bidding document;

(i) **One Bid Per Tenderer:** We are not submitting any other Bid(s) as an individual Tenderer, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITT 4.3, other than alternative Bids submitted per ITT 13;

(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 or the Procuring Entity. Further, we are not ineligible under Nigerian laws or official regulations or according to 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 Bidding 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

Note: If none has been paid or is to be paid, indicate "none."

(m) **Binding Contract**: We understand that this Bid, 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) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid, or any other Bid 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.

Name of the Tenderer: Insert complete name of the person signing the Bid

Name of the person duly authorized to sign the Bid on behalf of the Tenderer: Insert complete name of the person duly authorized to sign the Bid

Title of the person signing the Bid: Insert complete title of the person signing the Bid

_____

Signature

Date signed: Insert date

FORM: PRICE SCHEDULES

General

The Price Schedules are divided into separate Schedules as follows:

3.1 Grand Summary Cost Table

3.2 Supply and Installation Cost Summary Table

3.3 Recurrent Cost Summary Table

3.4 Supply and Installation Cost Sub-Table(s)

3.5 Recurrent Cost Sub-Tables(s)

3.6 Country of Origin Code Table

[insert: ***any other Schedules as appropriate****]*

2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Tenderers shall have read the Technical Requirements and other sections of these bidding documents to ascertain the full scope of the requirements associated with each item before filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.

3. If Tenderers are unclear or uncertain as to the scope of any item, they shall seek clarification per the Instructions to Tenderers in the bidding documents before submitting their bid.

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Tenderer. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.

5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITT 18.1 and ITT 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these bidding documents.

6. The Tenderer must exercise great care in preparing its calculations since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Tenderer's overall total bid price substantially, make the bid noncompetitive, or subject the Tenderer to possible loss. The Procuring Entity will correct any arithmetic error per the provisions of ITT 32.

7. Payments will be made to the Supplier in naira except if there is an agreement to pay in the currency or currencies indicated under each respective item. As specified in ITT 18.2, no more than two foreign currencies may be used.

3.1 Grand Summary Cost Table

		Nigeria Naira Price	***[insert: Foreign Currency A] Price***	***[insert: Foreign Currency B] Price***	***[insert: Foreign Currency C] Price***
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)				
2.	Recurrent Costs (from Recurrent Cost Summary Table)				
4.	Grand Totals (to Bid Submission Form)				

Name of Tenderer:		
Authorized Signature of Tenderer:		

3.2 Supply and Installation Cost Summary Table

Costs MUST reflect prices and rates quoted per ITT 17 and 18.

			Supply & Installation Prices				
			Locally supplied items	**Items supplied from outside Nigeria**			
Line Item No.	**Subsystem / Item**	**Supply and Installation Cost Sub-Table No.**	***Nigeria Naira*** Price	***Nigeria Naira*** Price	***[insert: Foreign Currency A]*** Price	***[insert: Foreign Currency B]*** Price	***[insert: Foreign Currency C]*** Price
0	Project Plan	- -	- -	- -	- -	- -	- -
1	Subsystem 1	1					
SUBTOTALS							
TOTAL (To Grand Summary Table)							

Note: - - indicates not applicable. "Indicates repetition of table entry above. Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table

Name of Tenderer:		
Authorized Signature of Tenderer:		

3.3 Recurrent Cost Summary Table

Costs MUST reflect prices and rates quoted per ITT 17 and ITT 18.

Line Item No.	**Subsystem / Item**	**Recurrent Cost Sub-Table No.**	***[insert: Local Currency] Price***	***[insert: Foreign Currency A] Price***	***[insert: Foreign Currency B] Price***	***[insert: Foreign Currency C] Price***
y	Recurrent Cost Items					
y.1	____	y.1				
	Subtotals (to Grand Summary Table)					

Note: Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Subsystem or line item in this summary table.

Name of Tenderer:		
Authorized Signature of Tenderer:		

3.4 Supply and Installation Cost Sub-Table *[insert: identifying number]*

Line item number: *[specify: **relevant line item number from the Supply and Installation Cost Summary Table** (e.g., 1.1)]*

Prices, rates, and subtotals MUST be quoted per ITT 17 and ITT 18.

				Unit Prices / Rates					**Total Prices**				
				Supplied Locally	**Supplied from outside Nigeria**				**Supplied Locally**	**Supplied from outside Nigeria**			
Compo-nent No.	**Component Description**	**Country of Origin Code**	**Quan-tity**	***Nigeria Naira***	***Nigeria Naira***	***[insert: foreign currency A]***	***[insert foreign currency B]***	***[insert: foreign currency C]***	***Nigeria Naira***	***Nigeria Naira***	***[insert: foreign currency A]***	***[insert: foreign currency B]***	***[insert: foreign currency C]***
X.1	____	- -	- -	- -	- -	- -	- -	- -					
Subtotals (to *[insert: **line item**]* of Supply and Installation Cost Summary Table)													

Note: - - indicates not applicable.

Name of Tenderer:		
Authorized Signature of Tenderer:		

3.5 Recurrent Cost Sub-Table [*insert: identifying number] -- Warranty Period*

Lot number: *[if a multi-lot procurement, insert:* ***lot number,*** *otherwise state* ***"single lot procurement"]***

Line item number**:** *[specify:* ***relevant line item number from the Recurrent Cost Summary Table –*** *(e.g., y.1)]*

Currency: *[specify:* ***the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed****]*

[As necessary for the operation of the System, specify: ***the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed.*** *Repeat the Sub-Table as needed to cover each line item in the Recurrent Cost Summary Table that requires elaboration.]*

Costs MUST reflect prices and rates quoted per ITT 17 and ITT 18.

		Maximum all-inclusive costs (for costs in *[insert:* ***currency*** *]*)						
Component No.	Component	Y1	Y2	Y3	Y4	...	Yn	Sub-total for *[insert:* ***currency*** *]*
1.	Hardware Maintenance	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty				
2.	Software Licenses & Updates	Incl. in Warranty						
2.1	System and General-Purpose Software	Incl. in Warranty						
2.2	Application, Standard, and Custom Software	Incl. in Warranty						
3.	Technical Services							
3.1	Sr. Systems Analyst							

		Maximum all-inclusive costs (for costs in *[insert: **currency**]*)						
Component No.	Component	Y1	Y2	Y3	Y4	...	Yn	Sub-total for *[insert: **currency**]*
3.2	Sr. Programmer							
3.3	Sr. Network Specialist, ….. etc.							
4.	Telecommunications costs [to be detailed]							
5.	[Identify other recurrent costs as may apply]							
	Annual Subtotals:							- -
Cumulative Subtotal (to *[insert: **currency**]* entry for *[insert: **line item**]* in the Recurrent Cost Summary Table)								

Name of Tenderer:		
Authorized Signature of Tenderer:		

3.6 Country of Origin Code Table

Country of Origin	Country Code		Country of Origin	Country Code		Country of Origin	Country Code

FORM: ELI 2.1.1

Tenderer Information Form

Date: Insert day, month, and year
Bid No. and title: Insert day, month, and year

Page: Insert page number of Insert total number pages

Tenderer's name: Insert Full Name
In the case of a Joint Venture (JV), the name of each member: Insert full name of each member in JV
Tenderer's actual or intended country of registration: Indicate the country of Constitution
Tenderer's actual or intended year of incorporation: Indicate the year of Constitution
Tenderer's legal address in the country of registration: Insert the street/ number/ town or city/ country
Tenderer's authorized representative information Name: Insert full name Address: Insert the street/ number/ town or city/ country Telephone/Fax numbers: Insert telephone/fax numbers, including country and city codes E-mail address: Insert e-mail address
1. Attached are copies of the original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, per ITA 4.5. ☐ In case of JV, letter of intent to form JV or JV agreement, per ITA 4.2. ☐ In case of state-owned enterprise or institution, per ITA 4.8 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procuring Entity 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 2.1.2

Tenderer's JV Information Form

Date: Insert day, month, and year
Bid No. and title: Insert day, month, and year

Page: Insert page number of Insert page number pages

Tenderer name: Insert Full Name
Tenderer's JV Member's name: Insert full name of Applicant's JV Member
Tenderer's JV Member's country of registration: Indicate the country of registration
Tenderer JV Member's year of the constitution: Indicate the year of the constitution
Tenderer JV Member's legal address in the country of the constitution: Insert the street/ number/ town or city/ country
Tenderer JV Member's authorized representative information Name: Insert full name Address: Insert the street/ number/ town or city/ country Telephone/Fax numbers: Insert telephone/fax numbers, including country and city codes E-mail address: Indicate 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 registration documents of the legal entity named above, per ITA 4.5. ☐ In the case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation per commercial law, and they are not under the supervision of the Procuring Entity, per ITA 4.8. 2. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership.

FORM: CON – 2

Historical Contract Non-Performance and Pending Litigation History

The following table shall be filled in for the Tenderer and each member of a Joint Venture

Tenderer's Name: Insert full name
Date: Insert day, month, year
Joint Venture Member's Name: Insert full name
Bid No. and title: Insert Bid number and title
Page: Insert page number of Insert page number pages

Non-Performed Contracts per Section III, Qualification Criteria and Requirements			
☐ Contract non-performance did not occur since 1st January Insert year specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January Insert year specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	The non-performed portion of the contract	Contract Identification	Total Contract Amount (current value in Naira, exchange rate, and US$ equivalent if applicable)
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 the street/city/country Reason(s) for nonperformance: Indicate main reason(s)	Insert amount
Pending Litigation, per Section III, Qualification Criteria and Requirements			
☐ No pending litigation per Section III, Qualification Criteria and Requirements, Sub-Factor 2.3. ☐ Pending litigation per Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount in Naira or USD Equivalent (exchange rate) if applicable

Insert year	Insert amount	Contract Identification: Indicate complete contract name, number, and any other identification Name of Procuring Entity: Insert full name Address of Procuring Entity: Insert the street/city/country Matter in dispute: Indicate main issues in dispute The party who initiated the dispute: Indicate "Client" or "Contractor" Status of dispute: Indicate if it is being treated by the Adjudicator, under Arbitration, or being dealt with by the Judiciary	Insert amount
Litigation History per Section III, Qualification Criteria and Requirements			
☐ No Litigation History per Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. ☐ Litigation History per Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	The outcome as a percentage of Net Worth	Contract Identification	Total Contract Amount in Naira, USD Equivalent (exchange rate) if applicable

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 the street/city/country Matter in dispute: Indicate main issues in dispute The party who initiated the dispute: Indicate “Client” or “Contractor” Reason(s) for Litigation and award decision Indicate main reason(s)	Insert amount

FORM: EXP 2.4.1

General IT Experience

Note: The following table shall be filled in for the Tenderer and in the case of a JV Tenderer, each Member.

Tenderer's Name: Insert full name
Date: Insert full name
Joint Venture Member's Name: Insert full name
Bid No. and title: Insert full name
Page: Insert page number of Insert page number pages

Identify contracts that demonstrate continuous Information Technology work over the past Insert number years under Section III, Qualification Criteria and Requirements, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.

Starting Year	Ending Year	Contract Identification	Role of Tenderer
Indicate year	Indicate year	Contract name: Insert full name Brief Description of the Information Technology performed by the Tenderer: Briefly describe Works performed Amount of contract: Insert amount in currency, mention currency used, exchange rate, and US$ equivalent* Name of Client: Indicate full name Address: Indicate the street/number/town or city/country	Insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"
		Contract name: Insert full name Brief Description of the Information Technology performed by the Tenderer: Insert full name Amount of contract: Insert full name Name of Client: Insert full name Address: Insert full name	Insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"

		Contract name: Insert full name Brief Description of the Information Technology performed by the Tenderer: Insert full name Amount of contract: Insert full name Name of Client: Insert full name Address: Indicate the street/number/town or city/country	Insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"

* Refer to ITA 14 for the date and source of the exchange rate.

FORM: EXP – 2.4.2

Specific IT and Contract Management Experience

Note: The following table shall be filled in for contracts performed by the Tenderer, each member of a Joint Venture, and Specialized Sub-contractors

Tenderer's Name: Insert full name
Date: Insert full name
Joint Venture Member's Name: Insert full name
Bid No. and title: Insert full name
Page: Insert page number of Insert page number pages

<table>
<tr><td>Similar Contract No.: Insert number of Insert number similar contracts</td><td colspan="4">Information</td></tr>
<tr><td>Contract Identification</td><td colspan="4">Insert contract name and number, if applicable</td></tr>
<tr><td>Award date</td><td colspan="4">Insert day, month, year, e.g., 15 June 2022</td></tr>
<tr><td>Completion date</td><td colspan="4">Insert day, month, year, e.g., 03 October 2022</td></tr>
<tr><td>Role in Contract
[check the appropriate box]</td><td>Prime Contractor
☐</td><td>Member in JV
☐</td><td>Management Contractor
☐</td><td>Sub-contractor
☐</td></tr>
<tr><td>Total Contract Amount</td><td colspan="2">Insert total contract amount in Naira</td><td colspan="2">US$ Insert exchange rate and total contract amount in Naira, US$, or another currency equivalent*, if applicable</td></tr>
<tr><td rowspan="2">If a member in a JV or sub-contractor, specify share in value in total Contract amount and roles and responsibilities</td><td>Insert a percentage amount</td><td>Insert total contract amount in local currency</td><td colspan="2">US$ Insert exchange rate and total contract amount in Naira, US$, or another currency equivalent*, if applicable</td></tr>
<tr><td colspan="4">Insert roles and responsibilities</td></tr>
<tr><td>Employer's Name:</td><td colspan="4">Insert full name</td></tr>
<tr><td>Address:</td><td colspan="4">Indicate street / number / town or city / country</td></tr>
</table>

Telephone/fax number E-mail:	Insert telephone/fax numbers Insert e-mail address, if available

* Refer to ITA 14 for the date and source of the exchange rate.

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

Specific Information Technology and Contract Management Experience (cont.)

Similar Contract No. Insert number of Insert number of similar contracts required	Information
Description of the similarity per Sub-Factor 4.2(a) of Section III:	
1. Amount	Insert amount Naira, exchange rate, US$ in words and Figures, if applicable
2. Physical size of required Information Technology items	Insert physical size of items
3. Complexity	Insert description of complexity
4. Methods/Technology	Insert specific aspects of the methods/technology involved in the contract
5. Information Technology rate for key activities	Insert rates and items
6. Other Characteristics	Insert other characteristics as described in Section VII, Scope of Works

FORM: CCC

Summary Sheet: Current Contract Commitments / Work in Progress

Name of Tenderer or partner of a Joint Venture

Tenderers and each partner to a Joint Venture bid 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.

Name of contract	Purchaser, contac address/tel./fax	Value of outstandin Information System (current US$ equivalent)	Estimated complet date	Average monthly invoicing over the l six months (US$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

FORM: FIN – 2.3.1

Financial Situation

Historical Financial Performance

Tenderer's Name: Insert full name
Date: Insert full name
Joint Venture Member's Name: Insert full name
Bid No. and title: Insert full name
Page: Insert page number of Insert page number pages

To be completed by the Tenderer and, if JV, by each member

Financial information in Naira or US$ equivalent	**Historic information for previous _____ (__) years (Naira Value and US$ equivalent in 000s if applicable)**						
	Year 1	**Year 2**	**Year 3**	**Year …**	**Year n**	**Avg.**	**Avg. Ratio**
Information from the Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

(a) Must reflect the financial situation of the Tenderer or member to a JV, and not a sister or parent companies
(b) Historic financial statements must be audited by a certified accountant

(c) Historic financial statements must be complete, including all notes to the financial statements
(d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

FORM: FIN – 2.3.2

Average Annual Turnover

Tenderer's Name: Insert full name
Date: Insert full name
Joint Venture Member's Name: Insert full name
Bid No. and title: Insert full name
Page: Insert page number of Insert page number pages

Annual turnover data (applicable activities only)		
Year	Amount and Currency	Naira or US$ equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

FORM: FIN 2.3.3

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 cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria

Source of financing	**Amount in Naira or (US$ equivalent)if applicable**
1.	
2.	
3.	
4.	

FORM: PERSONNEL CAPABILITIES

Key Personnel

Name of Tenderer or partner of a Joint Venture

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

Key Personnel

1.	Title of position: Insert title of position	
	Name of candidate: Insert 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: Insert title of position	
	Name of candidate: Insert 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: Insert title of position	
	Name of candidate: Insert 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: CANDIDATE SUMMARY

Name of Tenderer or partner of a Joint Venture

Position		Candidate ☐ Prime ☐ Alternate
Candidate information	Name of candidate	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Email
	Job title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experience

FORM: TECHNICAL CAPABILITIES

Name of Tenderer or partner of a Joint Venture

The Tenderer shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Tenderer should summarize important certifications, proprietary methodologies, and/or specialized technologies that the Tenderer proposes to utilize in the execution of the Contract or Contracts.

FORM: MANUFACTURER'S AUTHORIZATION

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

FORM: SUBCONTRACTOR'S AGREEMENT

Note: This agreement should be written on the letterhead of the Subcontractor and be signed by a person with the proper authority to sign documents that are binding on the Subcontractor.

Invitation for Bids Title and No.: Insert ITT Title and Number

To: Insert Procuring Entity's Officer to receive the Subcontractor's Agreement

WHEREAS Insert Name of Subcontractor, having head offices at Insert address of Subcontractor, have been informed by Insert name of Bidder or Joint Venturer located at Insert address of Bidder or Joint Venturer (hereinafter, the "Tenderer") that it will submit a bid in which Insert Name of Subcontractor will provide Insert items of supply or services provided by the Subcontractor]. We hereby commit to provide the above-named items, in the instance that the Tenderer is awarded the Contract.

Name Insert Name of Officer in the capacity of Insert Title of Officer

_____

Signed

Duly authorized to sign the authorization for and on behalf of: Insert Name of Subcontractor

Dated: Insert Date

Add Corporate Seal, where appropriate

List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

FORM: INTELLECTUAL PROPERTY FORMS

Per ITT 11.1(j), Tenderers must submit, as part of their bids, lists of all the Software included in the bid assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. Tenderers must also submit a list of all Custom Materials. These categorizations are needed to support Intellectual Property in the GCC and SCC.

Software List

	(select one per item)			(select one per item)	
Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

List of Custom Materials

Custom Materials

Per ITT 16.2, the documentary evidence of conformity of the Information System to the bidding documents includes (but is not restricted to):

(a). The Tenderer's Preliminary Project Plan, including, but not restricted, to the topics specified in the BDS ITT 16.2. The Preliminary Project Plan should also state the Tenderer's assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Tenderer's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.

(b). A written confirmation by the Tenderer that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.

(c). Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.

In demonstrating the responsiveness of its bid, the Tenderer must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the Tenderer's Technical Bid will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials including the Tenderer's Technical Bid.

Note: The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Tenderer's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of "yes" or "will do" is unlikely to convey the credibility of the response. The Tenderer should indicate *that* – and to the greatest extent practical – *how* the Tenderer would comply with the requirements if awarded the contract. Whenever the technical requirements related to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements are related to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO 9001), copies of these certifications must be included in the Technical Bid.

Note: The Manufacture's Authorizations (and any Subcontractor Agreements) are to be included in Attachment 2 (Tenderer Qualifications), per ITT 15.

Note: As a matter of practice, the contract cannot be awarded to a Tenderer whose Technical Bid deviates (materially) from the Technical Requirements – *on any Technical Requirement*. Such deviations include omissions (e.g., non-

responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.

(d). Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely bid evaluation and contract award, Tenderers are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser's requirements.

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

Note: To facilitate bid evaluation and contract award, Tenderers are encouraged to provide electronic copies of their Technical Bid – preferably in a format that the evaluation team can extract text from to facilitate the bid clarification process and to facilitate the preparation of the Bid Evaluation Report.

FORM: TECHNICAL RESPONSIVENESS CHECKLIST (FORMAT)

Tech. Requirement No. Insert No.	Technical Requirement: Insert Abbreviated description of Requirement
Tenderer's technical reasons supporting compliance: Insert Bidder's technical reasons supporting compliance	
Tenderer's cross-references to supporting information in Technical Bid: Insert Bidder's cross-references to supporting information in Technical Bid	

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: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the Insert Name of Procuring Entity for: Insert name and number of Tender in response to the request for tenders made by: Insert 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 Insert 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 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 Select 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: Insert Name

Title: Insert title

Date: Insert date

_____

Signature of the authorized agent of Tenderer

FORM: SD1

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

I, Insert name, of Insert address being a resident of Insert city and country do hereby make a statement as follows:

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of Insert name of the supplier/contractor who is a Contractor in respect of Tender No. Insert 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 Choose between (a) & (b) and delete the other - (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.

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.

Note: If sworn to in another country insert oaths law in that jurisdiction.

Deponent

Sworn to at _____

This ___ day of _____, 20__.

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, Insert name, of Insert name being a resident of Insert name do hereby make a statement as follows:

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of Insert name who is a Tenderer in respect of Tender No. Insert name for Insert name for Insert name and duly authorized and competent to make this statement.

2. THAT the aforesaid Tenderer, 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 Tenderer, 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 Insert name of the Procuring Entity.

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

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

Name: Insert Name

Title: Insert Name

Date: Insert Name

_____

Signature

Tenderer's Official Stamp

FORM: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I Insert name on behalf of Insert name of the supplier/contractor declare that I have read and fully understood the contents of Nigerian 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: Insert name

Position: Insert title/position

Office address: Insert office address

Telephone: Insert telephone number

Email: Insert email address

Name of the Firm/Company: Insert Name of the supplier/contractor

Date: Insert date

_____

Signature

Company Seal/ Rubber Stamp where applicable

Witness

Name: Insert name

Date: Insert date

_____

Signature

CONTRACT FORMS

Notes to the Procuring Entity on preparing the Contract Forms.

Performance Security: Under GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

Advance Payment Security: Under Clause13.2, the successful Tenderer is required to provide a bank guarantee securing the Advance Payment, if the SCC related to GCC Clause 12.1 provides for an Advance Payment.

Installation and Operational Acceptance Certificates: Recommended formats for these certificates are included in this SPD. Unless the Procuring Entity has good reason to require procedures that differ from those recommended or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before the release of the tendering document to potential Tenderers.

Change Order Procedures and Forms: Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the tendering document unaltered. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before the release of the tendering document.

Notes to Tenderers on working with the Sample Contractual Forms

The following forms are to be completed and submitted by the successful Tenderer following notification of award: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

Contract Agreement: In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier

Representative; (ii) if applicable, agreed to Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Tenderer's Tender Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's tender prices to correct errors, adjust the Contract Price to reflect - if applicable - any extensions to tender validity beyond the last day of original tender validity plus 56 days, etc.

Performance Security: Under GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security in the form contained in this section of these tendering documents and the amount specified per the SCC.

Advance Payment Security: Under GCC Clause 13.2, the successful Tenderer is required to provide a bank guarantee for the full amount of the Advance Payment- if an Advance Payment is specified in the SCC for GCC Clause 12.1- in the form contained in this section of these tendering documents or another form acceptable to the Procuring Entity. If a Tenderer wishes to propose a different Advance Payment Security form, it should submit a copy to the Procuring Entity promptly for review and confirmation of acceptability before the tender submission deadline.

The Procuring Entity and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during the performance of the Contract are included in the tendering documents for the information of Tenderers.

FORM: NOTIFICATION OF INTENTION TO AWARD

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.

S/No.	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: BENEFICIAL OWNERSHIP DISCLOSURE

ITT No.: Insert number of ITT process
Request for Bid No.: Insert identification

To: Insert complete name of Procuring Entity

In response to your request in the Letter of Acceptance dated Insert date of the letter of Acceptance to furnish additional information on beneficial ownership: Select one option as applicable and delete the options that are not applicable

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

OR

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly has the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the

Tenderer shall explain why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly has the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly has the right to appoint a majority of the board of directors or an equivalent governing body of the Tenderer (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

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 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

Date signed: Insert date of signing

[*] In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as Tender. If the Tenderer is a Joint Venture, each reference to "Tender" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the Joint Venture member.

[**] Person signing the Tender shall have the power of attorney given by the Tender. The power of attorney shall be attached to the Schedules.

(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

FORM: LETTER OF ACCEPTANCE

(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

FORM: CONTRACT AGREEMENT

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 technology, goods and services, including Enter a Brief Description of Technology, Goods, Services, Works, and other Relevant Products, and has accepted a Tender by Supplier for the supply of those technologies, 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

APPENDIX 1: SUPPLIER'S REPRESENTATIVE

Per GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: Insert name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"

Title: Insert title

Per GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: As appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.

Fallback address of the Supplier: As appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.

APPENDIX 2: ADJUDICATOR

Per GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: Insert name

Title: Insert title

Address: Insert full postal address

Telephone: Insert telephone number

Per GCC Clause 43.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: Insert Hourly Fees

Reimbursable Expenses: Insert Reimbursable Expenses

Under GCC Clause 43.1.4, if at the time of Contract signing, an agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

APPENDIX 3: CATEGORIES OF SOFTWARE

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

	(select one per item)			(select one per item)	
Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

APPENDIX 4: CUSTOM MATERIALS

The following table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials

APPENDIX 5: REVISED PRICE SCHEDULES

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Bid. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's bid price, under the ITT Clauses 30.3 and 38.2.

APPENDIX 6: MINUTES OF CONTRACT FINALIZATION DISCUSSIONS AND AGREED TO CONTRACT AMENDMENTS

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

FORM: PERFORMANCE SECURITY (BANK GUARANTEE)

(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: ADVANCE PAYMENT SECURITY BANK GUARANTEE

Guarantor letterhead or SWIFT identifier code

Beneficiary: Insert Name and Address of Procuring Entity

Date: Insert Date of Issue

ADVANCE PAYMENT GUARANTEE No.: Insert Advance Payment Guarantee No.

Guarantor: Insert name and address of the place of issue, unless indicated in the letterhead

We have been informed that on Insert date of award you awarded Contract No. Insert Contract number for Insert Title and/or brief description of the Contract (hereinafter called "the Contract") to Insert complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture (hereinafter called "the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of Insert amount in numbers and words, for each currency of the advance payment is to be made to the Supplier against an advance payment 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 Insert amount in figures and words[1] 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 either that the Applicant:

(a) has used the advance payment for purposes other than toward delivery of Goods; or

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

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 Applicant on its account number Insert number at Insert name and address of Applicant's bank.

[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant 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, has been certified for payment, or on the Insert day of Insert month, Insert year, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

Signature(s)

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

FORM: INSTALLATION CERTIFICATE

Date: Insert Date

Loan/Credit Number: Insert loan or credit number from ITT

ITT: Insert title and number of ITT

Contract: Insert name and number of Contract

To: Insert name and address of Supplier

Dear Sir or Madam:

Under GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the Insert name of Procuring Entity (hereinafter the "Procuring Entity") dated Insert date of Contract**,** relating to the Insert a brief description of the Information System**,** we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: Insert description

2. Date of Installation: Insert date

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System per the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

_____

Signed by: Insert signatory name

In the capacity of: State "Project Manager" or state the title of a higher level authority in the Procuring Entity's organization

Date: Insert Date

FORM: OPERATIONAL ACCEPTANCE CERTIFICATE

Date: Insert Date

Loan/Credit Number: Insert Date

ITT: Insert Date

Contract: Insert Date

To: Insert Date

Dear Sir or Madam:

Under GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the Insert name of Procuring Entity (hereinafter the "Procuring Entity") dated Insert name of Procuring Entity**,** relating to the Insert name of Procuring Entity**,** we hereby notify you the System (or the Subsystem or major component identified below) completed the Operational Acceptance Tests specified in the Contract. Per the terms of the Contract, the Procuring Entity hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or relevant Subsystem or major component: Insert description

2. Date of Operational Acceptance: Insert description

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

_____

Signed by: Insert signatory name

In the capacity of: Insert signatory name

Date: Insert signatory name

FORM: CHANGE ORDER PROCEDURES

Date: Insert Date

Loan/Credit Number: Insert Date

ITT: Insert Date

Contract: Insert Date

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract per GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Procuring Entity.

References to Changes

(1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
(2) Change Estimate Proposals shall be numbered CN-nnn.
(3) Estimate Acceptances shall be numbered CA-nnn.
(4) Change Proposals shall be numbered CP-nnn.
(5) Change Orders shall be numbered CO-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

Annexes

4.1 Request for Change Proposal Form
4.2 Change Estimate Proposal Form
4.3 Estimate Acceptance Form
4.4 Change Proposal Form
4.5 Change Order Form
4.6 Application for Change Proposal Form

FORM: REQUEST FOR CHANGE PROPOSAL

(Purchaser's Letterhead)

Date: Insert Date

Loan/Credit Number: Insert Date

ITT: Insert Date

Contract: Insert Date

To: Insert name of Supplier and address

Attention: Insert name and title

Dear Sir or Madam:

Regarding the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below per the following instructions within Insert Number days of the date of this letter.

1. Title of Change: Insert Name of Change
2. Request for Change No./Rev.: Insert Request Number/Revision
3. Change Order No./Rev.: Insert Change Order Number/Revision
4. Originator of Change: Select Purchasing Entity or Supplier and add name
5. Authorized Price for the Change:

   Ref. No.: Insert number Date: Insert date

   Insert amount in foreign currency A, plus insert amount in foreign currency B, plus insert amount in Naira
6. Adjustment of Time for Achieving Operational Acceptance: Insert amount and description of adjustment
7. Other effects, if any: State "None", or insert description
8. Brief Description of Change: ***insert: description***
9. System (or Subsystem or major component affected by requested Change): Insert Description
10. Technical documents and/or drawings for the request of Change:

Document or Drawing No. Insert Document or Drawing No.
Description Insert Description

11. Detailed conditions or special requirements of the requested Change: Insert description

12. Procedures to be followed:

(a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.

(b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact if any, it will have on the date when Operational Acceptance of the entire System is agreed upon in the Contract.

(c) If you believe the implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.

(d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.

(e) You shall not proceed with the execution of work related to the requested change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.

13. As the next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above under GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for the schedule and cost, of the Change.

For and on behalf of the Procuring Entity

_____

Signed by: Insert signatory name

In the capacity of: Insert signatory name

Date: Insert signatory name

FORM: CHANGE ESTIMATE PROPOSAL

(Supplier's Letterhead)

Date: Insert Date

Loan/Credit Number: Insert Date

ITT: Insert Date

Contract: Insert Date

To: Insert name of Supplier and address

Attention: Insert name of Supplier and address

Dear Sir or Madam:

Regarding your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change per GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, per GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: Insert Name of Change
2. Request for Change No./Rev.: Insert Request Number/Revision
3. Change Order No./Rev.: Insert Change Order Number/Revision
4. Originator of Change: Select Purchasing Entity or Supplier and add name
5. Authorized Price for the Change:

   Ref. No.: Insert number Date: Insert date

   Insert amount in foreign currency A, plus insert amount in foreign currency B, plus insert amount in Naira
6. Adjustment of Time for Achieving Operational Acceptance: Insert amount and description of adjustment
7. Other effects, if any: State "None", or insert description
8. Brief Description of Change (including proposed implementation approach): Insert description

9. Schedule Impact of Change (initial estimate): Insert description

10. Initial Cost Estimate for Implementing the Change: Initial cost estimate

11. Cost for Preparation of Change Proposal: Insert cost in the currencies of the Contract**,** as detailed in the breakdown of prices, rates, and quantities.

For and on behalf of the Procuring Entity

_____

Signed by: Insert signatory name

In the capacity of: Insert signatory name

Date: Insert signatory name

FORM: ESTIMATE ACCEPTANCE

(Purchaser's Letterhead)

Date: Insert Date

Loan/Credit Number: Insert Date

ITT: Insert Date

Contract: Insert Date

To: Insert name of Supplier and address

Attention: Insert name of Supplier and address

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: Insert Name of Change
2. Request for Change No./Rev.: Insert Request Number/Revision
3. Change Order No./Rev.: Insert Change Order Number/Revision
4. Originator of Change: Select Purchasing Entity or Supplier and add name
5. Authorized Price for the Change:

   Ref. No.: Insert number Date: Insert date

   Insert amount in foreign currency A, plus insert amount in foreign currency B, plus insert amount in Naira
6. Adjustment of Time for Achieving Operational Acceptance: Insert amount and description of adjustment
7. Other effects, if any: State "None", or insert description
8. Change Estimate Proposal No./Rev.: Insert change estimate proposal number / revision
9. Estimate Acceptance No./Rev.: Insert estimate acceptance number / revision
10. Brief Description of Change: Insert description of change
11. Other Terms and Conditions: Insert other terms and conditions

If we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, per GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Procuring Entity

_____

Signed by: Insert signatory name

In the capacity of: Insert signatory name

Date: Insert signatory name

FORM: CHANGE PROPOSAL

(Supplier's Letterhead)

Date: Insert Date

Loan/Credit Number: Insert Date

ITT: Insert Date

Contract: Insert Date

To: Insert name of Supplier and address

Attention: Insert name of Supplier and address

Dear Sir or Madam:

In response to your Request for Change Proposal No. Insert number**,** we hereby submit our proposal as follows:

1. Title of Change: Insert Name of Change
2. Request for Change No./Rev.: Insert Request Number/Revision
3. Change Order No./Rev.: Insert Change Order Number/Revision
4. Originator of Change: Select Purchasing Entity or Supplier and add name
5. Authorized Price for the Change:

   Ref. No.: Insert number Date: Insert date

   Insert amount in foreign currency A, plus insert amount in foreign currency B, plus insert amount in Naira
6. Adjustment of Time for Achieving Operational Acceptance: Insert amount and description of adjustment
7. Other effects, if any: State "None", or insert description
8. Brief Description of Change: Insert description
9. Reasons for Change: Insert reason(s)
10. The System Subsystem, major component, or equipment that will be affected by the requested Change: Insert description
11. Technical documents and/or drawings for the requested Change:

    Document or Drawing No. Insert Document or Drawing No.
    Description Insert Description

12. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: Insert amount in currency(ies) of Contract**,** as detailed in the breakdown of prices, rates, and quantities.

    Total lump sum cost of the Change: Insert cost

    Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6): Insert cost

13. Additional Time for Achieving Operational Acceptance required due to the Change: Insert amount in days/weeks

14. Effect on the Functional Guarantees: Insert description

15. Effect on the other terms and conditions of the Contract: Insert description

16. Validity of this Proposal: for a period of Insert number days after receipt of this Proposal by the Purchaser

17. Procedures to be followed:

    (a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within Insert number days from your receipt of this Proposal.

    (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

_____

Signed by: Insert signatory name

In the capacity of: Insert signatory name

Date: Insert signatory name

FORM: CHANGE ORDER

Use Purchaser's Letterhead

Date: Insert date

Loan/Credit Number: Insert date

ITT: Insert date

Contract: Insert date

To: Insert date

Attention: Insert date

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. Insert Number, and agree to adjust the Contract Price, Time for Completion, and/or other conditions of the Contract per GCC Clause 39 of the Contract.

1. Title of Change: Insert Name of Change
2. Request for Change No./Rev.: Insert Request Number/Revision
3. Change Order No./Rev.: Insert Change Order Number/Revision
4. Originator of Change: Select Purchasing Entity or Supplier and add name
5. Authorized Price for the Change:

   Ref. No.: Insert number Date: Insert date

   Insert amount in foreign currency A, plus insert amount in foreign currency B, plus insert amount in Naira
6. Adjustment of Time for Achieving Operational Acceptance: Insert amount and description of adjustment
7. Other effects, if any: State "None", or insert description

For and on behalf of the Supplier

_____

Signed: Insert name of signatory

In the capacity of: Insert name of signatory

Date: Insert name of signatory

FORM: APPLICATION FOR CHANGE PROPOSAL

(Use Supplier's Letterhead)

Date: Insert date

Loan/Credit Number: Insert loan or credit number from ITT

ITT: Insert ITT title and number

Contract: Insert name of System or Subsystem and Contract number

To: Insert name of Purchasing Entity and address

Attention: Insert name and title

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: Insert title of Change
2. Application for Change Proposal No./Rev.: Insert Number / Revision and date
3. Brief Description of Change: Insert description
4. Reasons for Change: Insert description
5. Order of Magnitude Estimation: Insert amount in currencies of the Contract
6. Schedule Impact of Change: Insert description
7. Effect on Functional Guarantees, if any: Insert description
8. Appendix: Insert titles, if any; otherwise, state "none"

For and on behalf of the Supplier

_____

Signed: Insert name of signatory

In the capacity of: State "Supplier's Representative" or higher level authority in the Supplier's organization

Date: Insert date