

Government of Yobe State

STANDARD BIDDING DOCUMENT for the Procurement of Goods

Important Note for users of this document:

When editing this document, ensure that you do not delete any **Section Breaks**.

Note the following conventions within this standard document:

[Instruction shown in italics in red [] are instruction/guidance for the draftee of the document and should be deleted afterwards before the document is issued to Bidders]

{Instructions shown in black in { } are for the guidance of Bidders and should be retained in the document unaltered.}

This box and contents should be deleted from the finished document prior to issue.

BIDDING DOCUMENT FOR THE PROCUREMENT OF *[INSERT BRIEF DESCRIPTION]*

PROCUREMENT REFERENCE NO:

**Standard Bidding Document for
the Procurement of: Goods**

Procurement Reference No:

Procuring Entity:

Date of Issue:

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PART 1 BIDDING PROCEDURES

Part 1: Bidding Procedures

1. References:

References to the law are to the Public Procurement Law, and references to the Guidelines are to the subsisting Public Procurement Guidelines. The terms and requirements in the Law and Guidelines govern the submission of Bids and should be read by all Bidders. References to the GCC or General Conditions of Contract are to the General Conditions of Contract for the Procurement of Goods, which are available on the Yobe State Bureau on Public Procurement (Bureau)'s website. These General Conditions of Contract govern all contractual provisions for this category of procurement and should be read by all bidders before submitting their bids.

2. Procurement Reference Number:

3. Preparation of Bids

You are requested to bid for these items by completing and returning the following documentation:

- 1) the Bid Submission Sheet in this Part;
- 2) the Statement of Requirements in Part 2;
- 3) a copy of documentation necessary to demonstrate eligibility;
- 4) Supplier Registration number as registered with the Bureau;
- 5) A bid security in the format specified in Part 2 of this document;
- 6) A copy of *[list any other documents required, including any documents to demonstrate administrative compliance]*

You are advised to carefully read the complete Bidding Document, including the General Conditions of Contract, before preparing your Bid. Part 3: Contract is provided not for completion at this stage but to enable Bidders to note the Contract terms that will apply if their Bid is successful.

The standard forms in this document may be retyped for completion, but the Bidder is responsible for their accurate reproduction. All pages of the Bid must be clearly marked with the Procurement Reference Number above and the Bidder's name and any reference number.

4. Clarification

Clarification of the bidding document may be requested in writing by any Bidder up to *[state date which should be up to the mid-term of the bidding period]* and should be sent to *[insert name and address of contact person]*.

5. Pre-bid meeting

State whether a pre-bid meeting will be held and, if so state time, date and place of any pre-bid meeting].

6. Validity of Bids

The tender validity required is *[insert number of days]* from the deadline for submission of bids.

7. Submission of Bids

Bids must be submitted in writing in a sealed envelope to the address below, no later than the date and time of the deadline below.

The Bidder shall mark the outer envelope with the Bidder's name and address and the Procurement Reference Number.

[State whether any additional copies of the Bid should be provided. If so, the Bidder shall prepare one original of the documents comprising the Bid and clearly mark it "ORIGINAL." In addition,

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state the number of copies of the Bid, which shall be clearly marked "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

Late bids will be rejected. The Procuring Entity reserves the right to extend the bid submission deadline but shall notify all potential bidders who have collected the bidding document of the amended bid submission deadline.

Date of deadline: *[DD/MM/YY format]* Deadline Time: *[insert time]*

Submission address: *[insert address]*

Means of acceptance: *[State the location where sealed bids are to be received.]*

8. Bid opening

Bidders and their representatives may witness the opening of bids which will take place at the submission address immediately following the deadline.

9. Withdrawal, amendment or modification of Bids

A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative. However, no Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder or any extension thereof.

10. Delivery Requirements

The delivery period required (from the date of contract signing) and the final destination for delivery are as indicated in the Delivery Schedule in Part 2.

11. Bid Prices and Discounts

The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

A bidder may offer discounts where:

- (i) the procurement is divided into several lots, and the bidder is willing to give a specified discount if it is awarded a particular number of lots; and
- (ii) there are indications that the Procuring Entity may order a larger quantity than it currently advertised/solicited for, and the bidder is willing to give a specified discount if such larger would be eventually ordered.

For evaluation purposes, discounts shall be considered in the manner that the bidder has offered them:

- (i) if discounts are offered to limited items or conditions, it should be applicable to such items or conditions;
- (ii) if the discount offered is to the total bid price as a percentage it should be applicable to all the items at the percentage discount offered, excluding for contingencies and provisional sum items;
- (iii) if the discount offered is to the total bid price as a lump sum, such lump sum amount should be considered for evaluation and before the award of contract such lump sum amount shall be uniformly distributed to all the items, excluding for contingencies and provisional sums.

. If conditional discounts are offered which will create more than one bid price within the bid validity period, such discounts should be ignored for the purpose of evaluation.

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Prices shall be quoted as specified in the Price Schedule included in Part 2 Statement of Requirements. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country and similarly may obtain insurance services from any eligible country. Prices shall include the following costs and components:

- 1) For Goods
 - a) the price of the Goods and the cost of delivery to the final destination, including the relevant INCOTERM, as stated in the Delivery Schedule;
 - b) the custom duties to be paid on the Goods on entry in Nigeria if not already included;
 - c) Any other applicable import taxes;
 - d) any sales and other taxes due within Nigeria which will be payable on the Goods if not already included;
 - e) any rebate or mark-up of the local agent or representative.
- 2) for Related Services, (other than inland transportation and other services required to convey the Goods to their final destination), whenever such Related Services are specified in the Statement of Requirements:
 - a) the price of each item comprising the Related Services (inclusive of any applicable taxes).

12. Bid Security

The Bidder shall include:

A bid security of *[Insert value of bid security which must be a fixed amount of two percent of the bid price offered by each bidder: for contracts of N100,000,000.00 (One Hundred Million Naira) and above]* in the bank guarantee form included in part 2. *[Delete where not applicable]*

Any bid not accompanied by a Bid Security, where this is a requirement of bidding, shall be rejected by the Procuring Entity as non-responsive.

The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all intended partners.

13. Evaluation of Bids

Bids will be evaluated using the following methodology:

- 1) Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of Bidders in terms of SBD clause 16 below, and to confirm that the Bid is administratively compliant in terms of SBD clause 16 below.
- 2) Technical evaluation to determine substantial responsiveness to the specifications in the Statement of Requirements;
- 3) Financial evaluation and comparison to determine the evaluated price of bids and to determine the lowest evaluated bid.

Bids failing any stage will be eliminated and not considered in subsequent stages.

14. Evaluation criteria

The Procuring Entity's evaluation of a Bid shall take into account, in addition to the Bid Price, the following criteria and methodologies. *[Delete those that do not apply or state "no additional criteria" if none apply.]*

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(1) **Delivery schedule:** The specified Goods are required to be delivered by the date indicated in the Delivery Schedule in Part 2. Bids offering delivery after the date shall be treated as non responsive.

(2) **Deviation in payment schedule:** The payment schedule is stated in the Special Conditions of Contract (SCC) in Part 3. A Bidder may propose a deviation from the schedule and if such deviation is considered acceptable to the Procuring Entity, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate of interest indicated by the Central Bank of Nigeria on the closing date for submission of bids.

(3) **Cost of major replacement components, mandatory spare parts, and service:** *[State any high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation.]* Bidders shall state the unit prices for these items. The total cost of these items and quantities will be added to the Bid price, for evaluation purposes only.

(4) **Life Cycle Costs:** *[Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Bids. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.]* An adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, including the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories if not available in Nigeria, will be added to the Bid price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

[Either amend the following text as required, or delete if life cycle cost is not applicable]

- (a) number of years for life cycle cost determination *[insert the number of years]*;
- (b) the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is *[insert the discount rate]*;
- (c) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology]*;
- (d) the following information is required from bidders *[insert any information required from bidders, including prices]*.

(5) **Specific additional criteria:** *[State any other specific additional criteria to be considered in the evaluation.]*

15. Domestic Preference

A margin of preference shall/shall not *[delete as appropriate]* apply.

- (i) The percentage of preference to be given to domestic providers is *[state percentage, up to the approved maximum]*.
- (ii) Eligibility for the margin of preference shall be based on the following *factors [state eligibility criteria in terms of ownership, location of bidder or production facilities, origin of labour, raw material or components, extent of proposed sub-contracting or association with local partners and any other relevant factor]*.
- (iii) Documentation required from the Bidder as evidence of eligibility for the margin of preference *[required documentation and other information to be listed]*.

16. Eligibility and Qualification Criteria

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Bidders are required to meet the prescribed criteria to be eligible to participate in public procurement and to be qualified for the proposed contract. They must therefore provide any available documentation and certify their eligibility in the Bid Submission Sheet. To be eligible, Bidders must:

- 1) be registered as a contractor with the Bureau;
- 2) have the legal capacity to enter into a contract;
- 3) not be insolvent, in receivership, bankrupt or being wound up, not have had business activities suspended and not be the subject of legal proceedings for any of these circumstances;
- 4) have fulfilled their obligations to pay taxes and pension contributions in Nigeria;
- 5) not have any Director who has been convicted in any country for any criminal offence relating to fraud or financial misappropriation or criminal misrepresentation or falsification of facts relating to any matter;
- 6) accompanies every bid with an affidavit disclosing whether or not any officer of the relevant committees of the procurement entity or Bureau is a former or present Director, shareholder or has any pecuniary interest in the bidder and confirm that all information presented in its bid are true and correct in all particulars
- 7) not have a conflict of interest in relation to this procurement requirement;
- 8) not be declared ineligible; and
- 9) have the nationality of an eligible country as specified in the Special Conditions of Contract.

17. Origin of Goods

All goods and related services shall have as their country of origin an eligible country, as specified in the Special Conditions of Contract.

18. Technical Criteria

The Technical Specifications Sheet details the minimum specification of the goods required. The goods offered must meet this specification, but no credit will be given for exceeding the specification.

19. Currency

Tenders should be priced in Naira or any other freely convertible currency. The currency of evaluation will be the Naira. Bids in other currencies (where permitted) will be converted to this currency for evaluation purposes only, using the exchange rates published by the Central Bank of Nigeria on the date of the submission deadline. *[delete if alternative currencies not permitted]*

20. Award of Contract

The lowest evaluated bid, after application of any additional evaluation criteria, including any margin of preference, which is substantially responsive to the requirements of this bidding document shall be recommended for award of contract. The proposed award of contract shall be by issue of a Notification of Contract Award, which shall be effective until signing of the contract documents. Unsuccessful Bidders shall receive the Notification of Contract Award and may submit an application for administrative review to the Procuring Entity in terms of section 55 of the Law.

21. Right to Reject

The Procuring Entity reserves the right to accept or reject any Bid or to cancel the procurement process and reject all Bids at any time prior to contract award.

- (1) The Procuring Entity may reject a Bid that had been found to be the lowest responsive evaluated offer in favour of a higher Bid in the following circumstances:

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- (a) where the lowest evaluated price is substantially above the estimated price in the procurement plan, so that budgetary provision may not be available to fully pay for the procurement;
 - (b) where there is concern that the bid price is substantially lower than the estimated price, raising concerns whether the bidder has fully understood the contractual commitment and thus presenting a risk of failure to supply required goods.
- (2) The Procuring Entity may cancel the procurement process and reject all bids at any time prior to contract award owing to various circumstances, including:
- (a) where the integrity of the bidding process has been compromised by any factor, such as corruption, leakage of confidential internal communication, etc.;
 - (b) incorrect tender document was issued and used;
 - (c) insufficient bids were received, and the number of responsive bids does not ensure genuine competition;
 - (d) all responsive bids substantially exceed the budget; or
 - (e) funds for the procurement contract becomes unavailable for any reason.

22. Corrupt Practices

The Government of Yobe State requires that Procuring Entities, as well as Bidders and Contractors, observe the highest standard of ethics during the procurement and execution of contracts. In pursuit of this policy the Procuring Entity will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract or been declared ineligible to be awarded a procurement contract.

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PART 1 BIDDING PROCEDURES

BID SUBMISSION SHEET

{Note to Bidders: Complete this form with all the requested details and submit it as the first page of your Bid. Attach the completed Statement of Requirements and any other documents requested in Part 1. Ensure that your Bid is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this Bid prevail over any attachments. If your Bid is not authorised, it may be rejected. In case the Bidder is a Joint Venture (JV), the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information}.

Procurement Reference Number:

Subject of Procurement:

Name of Tenderer:

Bidder’s Reference Number:

Date of Bid:

We offer to supply the items listed in the attached Statement of Requirements, at the prices indicated on the attached Price Schedule and in accordance with the terms and conditions stated in your Bidding Document referenced above.

We confirm that we meet the eligibility criteria specified in Part 1: Procedures of Bidding.

The validity period of our bid is: {days} from the date of submission.

We confirm that the prices quoted in the attached Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision, variation or adjustment.

Bid Authorised By:

Signature	Name:
Position:	Date:(DD/MM/YY)
Authorised for and on behalf of:	
Company	
Address:	
.....	

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PROCUREMENT REFERENCE NO:**

PART 2 STATEMENT OF REQUIREMENTS

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PART 2 STATEMENT OF REQUIREMENTS

DELIVERY SCHEDULE

Name of Bidder:

Bidder's Reference Number:

{Note to Bidders: If the delivery period offered, or any other details, differ from the requirements below, this should be stated in your tender}.

Item No	Description of Goods	Quantity	Physical Unit	Delivery Date Required by Procuring Entity and applicable INCOTERM	Bidder's offered Delivery period
				<i>[Completed by Procuring Entity]</i>	<i>{to be completed by the Bidder}</i>
1					
2					
3					
4					
5					
6					
7					
8					
9					

The delivery period required is measured from the date of the signing of the Contract between the Procuring Entity and the Bidder.

The Project Site for delivery of the goods is *[insert full physical address of the final destination]* the final destination:

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PART 2 STATEMENT OF REQUIREMENTS

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PART 2 STATEMENT OF REQUIREMENTS

BANK GUARANTEE FOR BID SECURITY

[this is the format for the Bid Security to be issued to the Bidder by a Bank Acceptable to the Procuring Entity in accordance with Part 1 Clause 12]

Invitation for Bid No:

Date:

Bid Package No:

To:

[Name and address of Procuring Entity]

BID GUARANTEE No:

We have been informed that *[name of Bidder]* (hereinafter called “the Bidder”) intends to submit to you its Bid dated *[date of Bidder]* (hereinafter called “the Bidder”) for the execution of the supply of *[description of goods]* under the above Invitation to Bid (hereinafter called “the ITB”).

Furthermore, we understand that, according to your conditions Bidders must be supported by a Bid Guarantee.

At the request of the Bidder, we *[name of bank]* hereby irrevocably undertake to pay you, without delay, cavil or argument, any sum or sums not exceeding in total an amount of Naira *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders or ITB; or
- (c) having been notified of the acceptance of the Bid by the Procuring Entity during the period of Bid validity,
 - (i) fails or refuses to furnish the Performance Security in accordance with the ITB, or
 - (ii) fails or refuses to execute the Contract Form,

This guarantee will expire:

- (a) if the Bidder is the successful Bidder, upon our receipt of a copy of the Contract signed by the Bidder as issued by you; or
- (b) if the Bidder is not the successful Bidder, twenty-eight days after the expiration of the Bidder’s Bid validity period, being *[date of expiration of the Bid]*. Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

**BIDDING DOCUMENT FOR THE PROCUREMENT OF
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PART 3 CONTRACT

Part 3 Contract

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PART 3 CONTRACT

CONTRACT AGREEMENT

Procurement Reference:

THIS CONTRACT AGREEMENT is made the *[insert: date]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Procuring Entity]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of ... of the Government of Yobe] State, or corporation incorporated under the laws of Yobe State]* and having its principal place of business at *[insert full postal address of Procuring Entity]* (hereinafter called “the Procuring Entity”), and
- (2) *[insert name of Contractor]*, a corporation incorporated under the laws of *[insert: country of Contractor]* and having its principal place of business at *[insert full postal address of Contractor]* (hereinafter called “the Contractor”).

WHEREAS the Procuring Entity invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Contractor for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procuring Entity and the Contractor, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement;
 - (b) Special Conditions of Contract;
 - (c) General Conditions of Contract;
 - (d) Technical Requirements (including Statement of Requirements and Technical Specifications);
 - (e) The Contractor’s Bid, original Price Schedules and Delivery Schedule;
 - (f) The Procuring Entity’s Notification of Contract Award;
 - (g) *[Add here any other document(s)]*.
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to

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PART 3 CONTRACT

provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Procuring Entity hereby covenants to pay the Contractor 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 by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Yobe State on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed:
Name:
In the capacity of: <i>[Title or other appropriate designation]</i>

For and on behalf of the Contractor

Signed:
Name:
In the capacity of: <i>[Title or other appropriate designation]</i>

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PART 3 CONTRACT

GENERAL CONDITIONS OF CONTRACT

Any resulting contract is subject to the State General Conditions of Contract (GCC) for the Procurement of Goods (copy available on request) except where modified by the Special Conditions below.

SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number:

The clause numbers given in the first column correspond with the relevant clause number of the General Conditions of Contract.

GCC reference¹	Special Conditions
GCC 6.1	Eligible Countries: All countries are eligible, except for <i>[list countries]</i> .
GCC 12.1	Notices: Any notice shall be sent to the following addresses: For the Procuring Entity, the address shall be as given in the Contract document and the contact shall be <i>[state name of contact and the location where he/she can be found]</i> . For the Contractor, the address shall be as given in the Bid and the contact shall be <i>{state name of contact}</i>

¹This refers to the clauses in the GCC which the Special Conditions presented here relate to and provide additional information on.

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PART 3 CONTRACT

GCC reference ¹	Special Conditions
GCC 21.2	<p>Packing, Marking and Documentation: The goods shall meet the following special packing requirements in addition to the general requirements stated in GCC 21.1 <i>[State any special packing requirements]</i></p> <p>The documents to be furnished by the Contractor are: <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Contractor’s warranty certificate, inspection certificate issued by nominated inspection agency, Contractor’s factory shipping details, etc.]</i></p> <p>Sample provision - For Goods supplied from abroad:</p> <p>Upon shipment, the Contractor shall notify the Procuring Entity and the insurance company in writing of the full details of the shipment. In the event of Goods sent by airfreight, the Contractor shall notify the Procuring Entity a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Contractor shall email and then send by courier the following documents to the Procuring Entity, with a copy to the insurance company:</p> <ul style="list-style-type: none">(i) one original and two copies of the Contractor’s invoice, showing the Procuring Entity as the consignee; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original;(ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked “freight prepaid” and showing Procuring Entity as the consignee and Notify Party as stated in the Contract, with delivery through to final destination as per the Statement of Requirements and two copies of non-negotiable bill of lading, road consignment note, truck or air waybill, or multimodal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Statement of Requirements;(iii) two copies of the packing list identifying contents of each package;(iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;(v) one original of the manufacturer’s or Contractor’s Warranty Certificate covering all items supplied;(vi) original copy of the Certificate of Inspection furnished to the Contractor by the nominated inspection agency and six copies <i>[state whether inspection is required]</i>;(vii) <i>[any other procurement-specific documents required for delivery/payment purposes]</i>. <p>Sample provision - For Goods from within Nigeria</p> <p>Upon or before delivery of the Goods, the Contractor shall notify the Procuring Entity in writing and deliver the following documents to the Procuring Entity:</p>
	<p>(i) one original and two ^{Page 21 of 23} copies of the Contractor’s invoice, showing the Procuring Entity, the Contract number, Goods’ description, quantity, unit price, and total amount. Invoices must be signed in original;</p>

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PART 3 CONTRACT

GCC reference ¹	Special Conditions
GCC 23.2	Price adjustments: The following price adjustments are applicable <i>[State any arrangements for adjustment of the contract price.]</i>
GCC 24.1	Transportation: the contractor shall arrange for the transportation of the Goods as required under <i>[state the Incoterms that shall apply]</i>
GCC 25.2	Spare parts: The Contractor shall provide the following spare parts <i>[state details]</i> and deliver them to the Procuring Entity when required within a period of <i>[state period within which the parts must be delivered]</i> from the date of the placing of the order. The price of the spare parts shall be based on the prevailing market price.
GCC 26.1	Terms of Payment: The structure of payments shall be: <i>Sample provision</i> Advance payment: <i>[State whether any advance payment is to be made and any security required or delete this provision.]</i> On Delivery: <i>[State percentage of the Contract Price to be paid following receipt of the Goods and upon submission of the documents specified in GCC Clause 13 and the maximum period to be allowed for that payment to be made.]</i> On Acceptance: The remainder of the Contract Price shall be paid to the Contractor within <i>[state number of days]</i> after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity. Deviation from the Payment schedule proposed by a bidder may be allowed on the condition that: <i>[state conditions upon which a deviation from the payment schedule proposed by a bidder may be accepted]</i>
GCC 27.1	Insurance: The Goods shall be insured <i>[state whether as specified in the Incoterms or any alternative arrangement.]</i> .
GCC 28.1	Taxes and duties: The Contractor's responsibility with respect to taxes and duties shall be in accordance with <i>[state the applicable Incoterms]</i> .
GCC 29.1	Performance security: The Contractor shall provide a performance security of <i>[state a fixed amount or percentage, which shall be no more than ten(10) percent]</i> of the Contract Price. The performance security shall be denominated in the currency of the Contract and issued by a Bank located in Nigeria or a foreign Bank through correspondence with a Bank located in Nigeria or from another financial institution acceptable to the Procuring Entity. The format shall be based on the template following the Special Conditions of Contract in this Part <i>[Delete if performance security is not required.]</i>
GCC 29.1	Reduction of performance security <i>[State whether the Performance Security will be progressively reduced in line with the Contractor's progress in delivering or completing the procurement requirement to which the security relates]</i>
GCC 29.3	Failure to remedy the defect: The period allowed to the Contractor to remedy the

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PART 3 CONTRACT

GCC reference ¹	Special Conditions
	defect during the period of the Warranty shall be <i>[state number of months or days]</i> .
GCC 31.1 & 31.2	Inspections and tests: the tests and/or inspections of the Goods and Related Services that the Contractor is required to carry at its own expense are: <i>[provide details including the place where the tests will be carried out or delete]</i> .
GCC 32.3	Warranty: The period of the warranty shall be <i>[state number of]</i> months.
GCC 32.5 and 32.6	Repair or replacement of defective goods: The period allowed for repair or replacement of defective goods shall be <i>[state period]</i> .
GCC 34.1	Liquidated Damages: Liquidated Damages shall/shall not <i>[delete as appropriate]</i> apply. <i>[Where applicable, state the percentage of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction after which the Contract may be terminated.]</i>